

**AGENDA REQUEST FORM**  
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Meeting Date <p align="center">8/19/08</p>	<p align="center">Open Agenda</p> <p align="center">___ Yes    <input checked="" type="checkbox"/> No</p>	<p align="center">Time Certain Request</p> <p align="center">___ Yes    <input checked="" type="checkbox"/> No</p>	Agenda Item Number <p align="center">F-5</p>
---	---	--	---

**TITLE:** \_\_\_\_\_

Continuation of Interagency Agreements with The Children's Diagnostic & Treatment Center (CDTC) for 2008-2011

**REQUESTED ACTION:** \_\_\_\_\_

Approve Continuation of Interagency Agreements with The Children's Diagnostic & Treatment Center (CDTC) for Transition of Infants/Toddlers with Disabilities and Early Head Start for 2008-2011.

**SUMMARY EXPLANATION AND BACKGROUND:** \_\_\_\_\_

The Broward County Interagency Transition Agreement with CDTC's Early Steps Program for Infants and Toddlers has been in effect since 1996. This written agreement is required by Children's Medical Services. The Early Steps process assures an appropriate, timely enrollment in an Exceptional Student Education (ESE) program for children with disabilities at age three, who have previously been enrolled in Early Steps below age three. Activities may include gathering evaluation data by reviewing Early Steps records and completing individual assessments of children by school district evaluation specialists. The ongoing systematic communication between school district ESE staff and the Early Steps staff facilitates quality outcomes for families and appropriate educational instruction for eligible ESE preschoolers.

The Broward County Interagency Early Head Start Agreement with CDTC's Early Steps Program has been in effect since 2000. Its purpose is to implement collaborative procedures to ensure smooth referral and intervention services for infants and toddlers who are eligible for both Early Steps and the Early Head Start Programs. Early Steps provides interdisciplinary evaluation, family support plan development, and inservice training for staff.

This agreement is effective as of July 1, 2008.

This agreement has been reviewed and approved as to form and legal content by the School Board Attorney.

**SCHOOL BOARD GOALS:** \_\_\_\_\_

- Goal One: Raise achievement of all students to ensure graduation from high school and readiness for post-secondary education.
- \_\_\_ •Goal Two: Improve the health and wellness of students and personnel.
- \_\_\_ •Goal Three: Provide a safe and secure physical and technological environment for all students and employees.
- \_\_\_ •Goal Four: Promote innovation which focuses on best practices and quality efforts that improve our best-in-class position.
- \_\_\_ •Goal Five: Recruit, develop, retain, and recognize high performing and diverse faculty and personnel.
- Goal Six: Build strong partnerships with family, business, community and government at the classroom, school, area, and district level.
- \_\_\_ •Goal Seven: Ensure district's leadership as an environmental steward through innovative ecology and energy conservation programs.

**FINANCIAL IMPACT:** \_\_\_\_\_

There is no financial impact.

**EXHIBITS: (List)** \_\_\_\_\_

Interagency Agreement with CDTC's Early Steps Program for Transition of Infants/Toddlers with Disabilities and Early Head Start

<p><b>BOARD ACTION:</b></p> <p align="center" style="font-size: 24pt; font-weight: bold; color: blue;">APPROVED</p> <p><small>(For Official School Board Records' Office Only)</small></p>	<p><b>SOURCE OF ADDITIONAL INFORMATION:</b></p> <table style="width:100%; border: none;"> <tr> <td style="border: none;">Denise Rusnak, Director, ESE</td> <td style="border: none; text-align: right;">754-321-2225</td> </tr> <tr> <td style="border: none;">Terri Shermett, Coord., PreK ESE</td> <td style="border: none; text-align: right;">754-321-1956</td> </tr> </table> <hr/> <p><small>Name _____ Phone _____</small></p>	Denise Rusnak, Director, ESE	754-321-2225	Terri Shermett, Coord., PreK ESE	754-321-1956
Denise Rusnak, Director, ESE	754-321-2225				
Terri Shermett, Coord., PreK ESE	754-321-1956				

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

*AS for J. Harrison*  
**DR. JOANNE W. HARRISON, DEPUTY SUPERINTENDENT**  
**EDUCATIONAL PROGRAMS & STUDENT SUPPORT**

Approved in Open Board Meeting  
on:

~~AUG 19 2008~~

AUG 27 2008

By:

*Rob Butler*

School Board Chair

## AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 27<sup>th</sup> day of August, 2008 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 has the capability of 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") 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 – Transition Agreement

2.01 **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.

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 Part C 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 age three 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. The Broward STEPS team 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 the 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.

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

2.04 **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. These activities, listed in chronological order, will be completed by the CDTC/Early Steps and SBBC staff. *School district actions are italicized.*

A. Part C Intake

1. Notification –All community referrals to Broward Early Steps are completed by FDLRS Child Find/SBBC. A copy of the referral form, which includes the child's name, child's date of birth and parent contact information, is in each child's Early Steps record.  
Early Steps notifies Child Find/SBBC of each child at intake who is referred by another source (e.g. neonatal intensive care units) with written parental consent. If a parent objects to the sharing of personally identifiable information, Early Steps will still provide notification to Child Find/SBBC via non-personal identifiable information (zip code of child's residence and child's birth month).
2. Shared Preschool Outcomes – Part C Evaluation – CDTC/Early Steps will evaluate each child at intake using the Battelle Developmental Inventory – 2<sup>nd</sup> Edition (BDI-2) as part of the Florida system to measure outcomes for children served by both Early Steps and school districts. For children 30 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 contacts each family to discuss the transition process and also reviews the process at each Individual Family Support Plan meeting they attend.

2. With parental consent, the CDTC/Early Steps Service Coordinator compiles 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 sends the transition packets to the Lead Education Agency (LEA) Transition Representative. The packet includes a copy of the:

- FDLRS/CHILD FIND Referral Form
- current Individual Family Support Plan (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
- relevant recent medical information and history
- documentation of the dates and results of sensory screening reports
- Multi-Cultural Home Language Survey
- PreK Information Form
- Parent Release/Consent

2. *The LEA Transition Representative receives Early Steps transition packet and*
  - a. *tracks status of packet for completeness.*
  - b. *the school district Prekindergarten (PreK) exceptional student education (ESE) assessment team reviews child's transition packet including prior assessment data in order to determine child's need for further evaluations.*

3. The CDTC/Early Steps Service Coordinator schedules a transition meeting with the family no less than two years nine months and no more than 2 years 3 months of age.

Additionally, the coordinator:

- a. provides written prior notice to parent
- b. notifies Child Find or other school district representative of a scheduled IFSP transition meeting and
- c. notifies 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 sends 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 B 1 plus the completed transition plan, referrals for OT and/or PT if appropriate, meeting notes, completed FDLRS Screening Form and final Pre-K 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 informs each family, received 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 screening appointment with FDLRS/Child Find. The Early Steps Referral Form is completed and forwarded to CDTC with the date of the FDLRS Screening Appointment.*

2. The CDTC/Early Steps Service Coordinator calls the family to ensure the family is connected with Part B through the FDLRS screening appointment and/or is offered other appropriate services. Families are sent a letter encouraging them to keep their FDLRS/Child Find appointment.
3. *The school district PreK ESE assessment team schedules and completes fine and gross motor assessments as needed, speech-language, psychoeducational, and sensory evaluations. The School Board of Broward County may use the temporary assignment rule and/or ESY services 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 is written and an appropriate ESE placement is made. Families must be informed that they may request the participation of the Early Steps service coordinator or other representatives of the Part C/Early steps systems to be in attendance at the initial Individualized Educational Plan (IEP) meeting. If requested, an invitation to the initial IEP meeting must 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 exiting Part C/Early Steps children.*
3. The Early Steps Service Coordinator assists 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 distributes Family Transition Surveys to parents exiting from the Part C program. The completed surveys are summarized and reviewed by the Broward STEPS team.

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

Written information on the transition process is provided and explained to families. Families, appropriate SBBC, and community agency staff will be trained on the contents of this Agreement by members of the Broward STEPS Team as needed and/or requested. Training is 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.

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

The Broward STEPS team will review the results of the transition surveys given to every parent at the time their child transitions from the Early Steps.

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

### **ARTICLE 3 –Vision and Hearing Agreement**

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 and the School Board programs.

3.02 **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 Part C 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 with vision and hearing impairments. The CDTC/Early Steps 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. These activities will be completed by the CDTC/Early Steps and SBBC staff.

#### 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) 321-2204, 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, Speech Therapy, 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 15<sup>th</sup> 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 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 inservice 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. 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 754-321-7199).
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 inservice 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.

The Broward 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 Agreement**

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.** The School Board of Broward County 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 parenting services in the following geographic locations: Pompano (Charles Drew Family Resource Center) and Hollywood (The Quest Center). 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.

The Children’s Diagnostic & Treatment Center is the lead agency for the Early Steps in this county. 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.

4.03 **Participants.** This Agreement is between The School Board of Broward County and the CDTC/Early Steps.

#### 4.04 **Action Steps – Activities and Responsibilities.**

##### A. Early Head Start

1. Screen each child within 45 days of enrollment on the “Ages and Stages Screening” instrument, the “Ounce Scale Assessment.” The Devereux Early Childhood Assessment Program (DECA) is administered to each child at 2 1/2 years of age.
2. Refer children with an established condition or developmental delay to Florida Diagnostic Learning Resources System/Child Find (754) 321-2204, with parental permission, in order to initiate Early Steps intake process.
3. Forward screening information and any collateral information such as parent concerns and/or teacher observations to the Children’s Diagnostic & Treatment Center with a signed parental release of information.



4. Review and determine EHS eligibility for referrals generated by the CDTC/Early Steps team with parental consent.
5. Participate in the development of the Individual Family Support Plan at age 2 1/2 per the Transition Interagency Agreement between the School Board of Broward County and the Children's Diagnostic & Treatment Center.
6. EHS Social Worker will function as a liaison to the Early Steps in order to ensure a smooth referral process and coordination of intervention services. EHS will participate in the initial IFSP, attend updates every six months, documented on the IFSP and receive a copy.
7. Provide in-service training for the CDTC/Early Steps staff as needed.

B. Early Steps

1. Provide interdisciplinary evaluations of infants and toddlers for Early Steps eligibility within 45 days of referral by Child Find.
2. Develop an Individual Family Support Plan with the family of each eligible child and authorize specific intervention services based on the needs of the child. Invite EHS staff to participate in the Individual Family Support Plan team meeting for the children enrolled in EHS, with parental permission.
3. Inform families of Early Steps eligible children about the EHS Program as a service option in the natural environment.
4. 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.
5. Provide inservice training for EHS staff as needed.
6. CDTC will identify representative, he or she will serve as a point person liaison to EHS Social Worker.

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

4.06 **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 Children's Diagnostic & Treatment Center/Early Steps, the staff of the School Board of Broward County Early Head Start Program, the staff of the FDLRS Child Find and other appropriate staff working with young children and families in this county.

**ARTICLE 5 –Special Conditions**

5.07 **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 3.17 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.

5.08 **Term.** This Agreement shall have effect from July 1, 2008 to June 30, 2011.

5.09 **Indemnification.**

CDTC/Early Steps, as a wholly-owned affiliate of 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 to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. 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.

SBBC is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. 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.

The parties hereto assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, Social Security and income tax laws, with respect to personnel performing services pursuant to this Agreement.

5.10 **Background Screening.**

CDTC agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that CDTC and all of its personnel who 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 will 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. CDTC agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in CDTC's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

In the event that changes in Florida law no longer require background screening of CDTC's personnel in the performance of this Agreement, the parties' obligations imposed under this Section shall terminate.

The remainder of this page is left intentionally left blank.

## ARTICLE 6 – General Conditions

6.01 **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.

6.02 **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.

6.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

6.04 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

6.05 **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.

6.06 **Entire 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.

6.07 **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.

6.08 **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.

6.09 **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. A waiver of any breach of a

provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

6.10 **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.

6.11 **Governing Law.** 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 the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

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

6.13 **Assignment.** Neither this Agreement or 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.

6.14 **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.

6.15 **Place of Performance.** All obligations of SBBC 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.

6.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

6.17 **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: Terri Shermett, Coordinator, School Readiness Dept.  
600 Southeast Third Avenue, Sixth Floor  
Fort Lauderdale, Florida 33301

To Children's Diagnostic &  
Treatment Center, Inc.:

Susan M. Widmayer, Ph.D., Executive Director  
1401 S. Federal Hwy.  
Fort Lauderdale, Florida 33316

With copy to:

Troy Kishbaugh, Esq.  
303 Southeast 17<sup>th</sup> Street  
Fort Lauderdale, Florida 33316

6.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience 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.

6.19 **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.

6.20 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

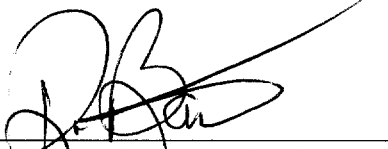
The remainder of this page is intentionally left blank.

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

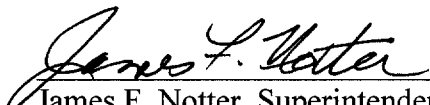
**FOR SBBC**

(Corporate Seal)

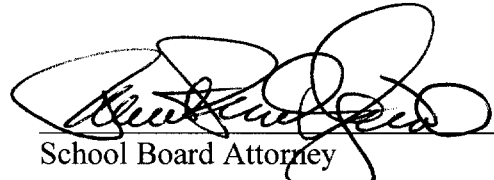
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Robin Bartleman, School Board Chair

ATTEST:

  
James F. Notter, Superintendent of Schools

Approved as to Form and Legal Content:

  
School Board Attorney

**FOR CDTC**

(Corporate Seal)

CHILDREN'S DIAGNOSTIC &  
TREATMENT CENTER, INC.

ATTEST:

By Ana Calderón, PhD *Asst Admin*  
Susan M. Widmayer, Ph.D., Administrator

Printed Name: Ana Calderón

Title: Assistant Administrator

*Therine*  
Witness

*Ellie Smith*  
Witness

7/7/2008  
DATE

Approved as to Form:

*[Signature]*  
North Broward Hospital District General Counsel