

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2003, 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

SOUTH BROWARD HOSPITAL DISTRICT/MEMORIAL HEALTHCARE SYSTEM

(Hereinafter referred to as the "AGENCY"), whose principal place of business is 3501 Johnson Street, Hollywood Florida 33021

WHEREAS, the SBBC must fulfill its constitutional obligation to educate children of compulsory school age; and

WHEREAS, the SBBC has determined that some children need alternative settings and/or instructional strategies to achieve their educational goals; and

WHEREAS, the AGENCY accepts, as clients, children who are residents of the State of Florida and who are now enrolled in, or have applied for enrollment in educational programs under the jurisdiction of the SBBC and;

WHEREAS, the AGENCY provides services to students who need to be hospitalized during the day due to previous emotional and/or behavioral crisis and subsequent need for intensive treatment and psychiatric support; and

WHEREAS, the SBBC agrees to provide an educational component as part of the AGENCY's program; and

WHEREAS, the AGENCY operates a S.T.E.P.S. Program.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) 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

2.01 **Term.** This Agreement will be in effect from July 1, 2003 or the date of SBBC approval, whichever is later, and continue through June 30, 2004. The term of this Agreement includes the regular 180-day school term. Additionally, extended school year services will be ensured on an individual basis if an IEP committee determines the eligibility and the need for these services are in accordance with SBBC's ESY's criteria.

2.02 **Emergencies.** In the event of serious threat or harm to SBBC personnel, the Superintendent's Designee, the Administrative Principal, has the authority to suspend educational

services for up to ten (10) days to allow for the SBBC and the AGENCY to address and resolve the emergency situation.

2.03 **SBBC's Designee.** The SBBC's designee for purposes of administering this Agreement will be the Superintendent of Schools who may assign a designated administrator for monitoring compliance and educational program administration.

2.04 **Agency's Designee.** The AGENCY will identify one person with whom the SBBC is to communicate on all compliance issues related to this Agreement.

2.05 **The SBBC Shall Provide:**

- a) Instructional personnel, includes teachers;
- b) Textbooks, supplies and other curriculum supplements necessary to provide an appropriate education and instructional program for the students;
- c) Staff development for teacher(s) and select AGENCY personnel as mutually agreed upon;
- d) Support services as determined by the SBBC, including but not limited to: intake and exiting conferences; IEP preparation and staffing; and maintaining ESE compliance for special education students;
- e) Annual evaluation of SBBC teachers and access to the professional orientation program and files; and,
- f) Review of all student evaluations completed by the AGENCY and will provide a written addendum by the SBBC psychologist.

2.06 **The AGENCY Shall Provide:**

- a) Opportunities for SBBC personnel to participate in the AGENCY staff training;
- b) A full time behavior specialist/support staff in each teacher's classroom at all times;
- c) Additional therapeutic support staff to include psychotherapist, psychologist and psychiatrist;
- d) A staff member trained in the supervision and administration of all medication to be responsible for the dispensing and monitoring of all student medication; and,
- e) Assessment and evaluation consistent with Florida State Board of Education Administrative Rules upon request of the SBBC's designee.

2.07 **Eligibility.** Students enrolled shall be referred through hospitals, medical agencies, physicians, the courts, and social agencies with eligibility for Hospital/Homebound in accordance with State Board of Education Rules.

2.08 **Reimbursement.** The AGENCY agrees to reimburse the SBBC on a pro-rata basis for the full cost impact to the SBBC from all revenue sources when student attendance falls below ten (10) students per class during any survey period as approved by the Board.

2.09 **Student Supervision.** Supervision and control of students while in their program shall be the sole responsibility of the AGENCY. However, the AGENCY shall inform the SBBC when a student is involved in a serious incident or is injured as defined by the SBBC.

2.10 **Code Of Conduct.** The SBBC shall provide the Code of Student Conduct, which shall be signed by the parent(s)/guardian and the student as part of the intake process. The Code of Student Conduct shall be enforced by the AGENCY.

2.11 **Attendance.** The AGENCY agrees to comply with the SBBC's attendance policy as described in the Elementary and Secondary Code of Student Conduct in order to prevent truancy and promote school attendance.

2.12 **Immunization.** The AGENCY agrees to comply with the State of Florida immunization requirements as described in Code of Student Conduct. Compliance with the current schedule of immunizations is required to be admitted to school or to attend classes. The official document is identified as Form 680. A thirty-day waiver is provided for those students who are remanded by the courts to a program in Broward County but whose records must be requested from another county in the State of Florida or state.

2.13 **Fee Collection.** Any fees collected by the AGENCY will not be collected as a condition of student's enrollment in the educational program.

2.14 **Behavior Management.** The AGENCY is responsible for having a full-time behavior specialist/support staff in each classroom for the purpose of monitoring student behavior, addressing therapeutic needs, and supervising students during instructional staff's lunch/planning periods.

2.15 **Agency Incident Procedures.** The AGENCY shall provide the SBBC with its written procedures detailing the care of students in emergencies and regarding critical incidents - bomb threats, fires and other such incidence(s) that could put students in jeopardy of bodily injury and/or cause bodily injury by July 1, 2003.

2.16 **Agency Intake Procedures.** The AGENCY shall provide the SBBC, with its written procedures governing intake, evaluation, dismissal and separation of students by July 1, 2003.

2.17 **Student Meals.** The SBBC shall provide access to meals, breakfast and lunch, for free and/or reduced cost for eligible students. Non-eligible students may purchase meals not in excess of the standard SBBC rate. The AGENCY shall transport meals from the SBBC identified public school to the AGENCY, at the time established by the SBBC.

In lieu of 2.17 above, the AGENCY may provide meals, breakfast and lunch to students at no cost to the students.

2.18 **Transition.** All students' effective transition, both short and long-term, to the home, community, school and/or the work environment must begin at the program intake stage and continue throughout the program and/or treatment implementation. The transition plan shall include, but not be limited to, the following:

a) Identification of the student's assessed strengths, competencies, and needs relating to survival/coping/independent living skills; crisis intervention/stress management/conflict resolution skills; social skills; employability skills; health/mental health/medical status; legal status, existing support network; and education progress and status;

b) Realistic, meaningful and achievable goals and objectives;

c) Strategies to address specific needs; and,

d) Recognition of exemplary progress, achievement, or demonstration of leadership.

The transition plan shall be reviewed and updated a minimum of once per year, and in all cases before the student exits from the program, with recommendations for the student's discharge and aftercare.

2.19 **Program Completion:** The AGENCY shall inform the SBBC of a student's program completion date a minimum of 30 days prior to dismissal to ensure the completion of the educational transition process.

2.20 **Curriculum.** The responsibility for administration of the instructional program rests with the SBBC and will be conducted in accordance with SBBC policies and rules, which includes, but may not be limited to, scheduling and staffing patterns.

2.21 **Supplemental Efforts:**

- a) The AGENCY is encouraged to supplement the SBBC's efforts to provide an optimal learning environment.
- b) The AGENCY shall operate the educational/therapeutic program in accordance with the SBBC approved Standards of Service.
- c) The AGENCY and the SBBC shall collaborate to develop the overall therapeutic/educational program, which will include each student's Individual Educational Plan (IEP).
- d) The informational and/or promotional materials, which the AGENCY prepares regarding the program, shall indicate the SBBC is providing the educational component to the program.

2.22 **Facilities:**

- a) The facilities will be provided and maintained by the AGENCY and will be located at 3501 Johnson Street, Hollywood Florida 33021 or at another site approved by the Superintendent's designee.
- b) The AGENCY'S facility shall be in compliance with the Americans with Disabilities Act requirements for students with disabilities.

2.23 **Furniture and Equipment.** The SBBC shall provide teacher and student furniture and equipment, including computers for students, as approved by the Superintendent's designee.

2.24 **Safety Requirement.** The AGENCY will comply with the facility safety requirements embodied in the State Uniform Building Code for Public Educational Facilities and the Florida Department of Education's State Requirements for Educational Facilities (SREF) 1999, especially those pertaining to fire safety, storage of hazardous materials, exit marking, lighting, ventilation, evacuation and occupancy loads. Student classrooms must provide a minimum of twenty-five usable square feet per pupil. Instructional personnel must be provided adequate space for desk, file cabinets, instructional materials, and secured storage of SBBC owned equipment and confidential documents, such as student tests and records.

2.25 **Testing and Staffing Room.** The AGENCY will make available a quiet, private room for SBBC sponsored psychological evaluations and ESE staffings.

2.26 **Telephone Service.** The AGENCY shall provide a dedicated telephone line, at no cost to the SBBC, for a SBBC provided telephone facsimile machine for SBBC use only. SBBC personnel shall be afforded unlimited private access to a telephone for official school-related business. In addition, the AGENCY shall provide telephone lines, at no cost to the SBBC, for instructional telecommunications purposes at mutually agreed upon locations.

2.27 **Damaged Property.** The AGENCY agrees to provide the SBBC with adequate facilities to lock SBBC property. The SBBC is responsible for locking up its property at the close of each school day. In the event the SBBC locks up its property and, thereafter, damage or loss to such property occurs, the AGENCY shall reimburse the SBBC. The AGENCY will be billed by the SBBC for repair or replacement cost. The AGENCY will make such remuneration within thirty days of billing.

2.28 **Certificates.** The AGENCY shall maintain current sanitation, health and fire inspection certificates for all buildings as part of its educational program. The AGENCY will conduct monthly fire drills and submit documentation of these drills to the Superintendent or his designee.

2.29 **Building Maintenance.** The AGENCY shall maintain buildings used to house students in a state of good and clean repair and submit to SBBC inspections upon request.

2.30 **Transportation.** Only SBBC approved vehicles may be used to transport students during the school day for school sponsored activities.

2.31 **Student Performance.** Student performance will be evaluated annually by the SBBC.

2.32 **Grievance Procedure.** In the event that a dispute arises under this agreement, the parties agree to the following dispute resolution measures:

- 1) Step 1 is resolution of the dispute at the School Principal level;
- 2) Step 2 is resolution of the dispute at the Area Superintendent level;
- 3) Step 3 is resolution of the dispute by the Superintendent of Schools.

2.33 **HIPAA Compliance.** The AGENCY agrees adhere to all applicable HIPAA guidelines as they relate to SBBC students and to enter into a business associate agreement with the SBBC regarding HIPAA rules, regulations and procedures.

2.34 **FERPA Compliance.** The AGENCY agrees to adhere to all applicable FERPA guidelines with regard to confidentiality of student records.

2.35 **Indemnification.**

a) SBBC agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

b) The AGENCY agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by AGENCY its agents, servants or employees; the equipment of AGENCY its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AGENCY or the negligence of AGENCY agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by AGENCY SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

3.02 **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 manner arising out of any contract

3.03 **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.

3.04 **Termination.** This Agreement may be canceled by either party during the term hereof upon thirty- (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **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.

3.06 **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.

3.07 **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.

3.08 **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.

3.09 **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.

3.10 **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.

3.11 **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.

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

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **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.

3.17 **Notice Provision.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US 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 provision of the paragraph. For the present, the parties designate the following as the respective places for giving notice:

To School Board
Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to:
Fay Clark,
Executive Director,
Student Support Services/Exceptional Education
School Board of Broward County, Florida
600 Southeast Third Avenue, Fifth Floor
Fort Lauderdale, Florida 33301

Agency:
Dr. Tammy Tucker, Assistant Administrator
South Broward Hospital District/Memorial Healthcare System
3501 Johnson Street
Hollywood, FL 33021

With a Copy to:
Joyce Myatt, Manager, Outpatient Behavioral Health
South Broward Hospital District/Memorial Healthcare System
3501 Johnson Street
Hollywood, FL 33021

3.18 **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.

3.19 **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.

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

FOR: SBBC

(Corporate Seal)

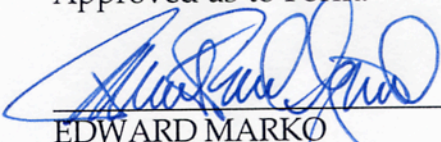
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
LOIS WEXLER
Chair

FRANKLIN L. TILL, JR.,
Superintendent of Schools

Approved as to Form:



EDWARD MARKO
School Board Attorney

(Corporate Seal)

South Broward Hospital District/Memorial Healthcare System

Name of Corporation or Agency

ATTEST:

By: *Frank V. Sacco*
Name and Title

, Secretary

APPROVED AS TO FORM

[Signature]
or-
Witness

Sloane M. Rossi, SBHD
Sloane M. Rossi, Assistant General Counsel

[Signature]
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Agency 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 2 day of July, 2003 by Frank V. Sacco of Memorial Healthcare System on behalf of the corporation/agency.
Name of Person
Name of Corporation or Agency

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

My Commission Expires:



Jacquelyn A. Malone
MY COMMISSION # CC836334 EXPIRES
July 2, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

Jacquelyn A. Malone
Signature - Notary Public

JACQUELYN A. MALONE
Printed Name of Notary

(SEAL)

Printed Name of Notary

CC 836334
Notary's Commission No.

Notary's Commission No.