

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2014, 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

CITRUS HEALTH NETWORK, INC.

(hereinafter referred to as "The AGENCY"),
whose principal place of business is
4175 West 20th Avenue, Hialeah, FL 33102.

WHEREAS, the SBBC must fulfill its constitutional obligation to educate children of compulsory school age; 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 a residential day treatment program with behavioral 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 Residential Treatment Program.

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

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on July 1, 2014 and conclude on June 30, 2015. 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 criteria.

2.02 **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.

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

2.04 **The SBBC Shall Provide:**

- a) Instructional personnel will provide instruction for no more than 300 student contact minutes per school day;
- b) Instructional personnel, including teachers and substitute teachers, when necessary;
- c) Textbooks, supplies and other curriculum supplements, including supplies and incentives for students necessary to provide an appropriate education and instructional program for the students;
- d) Approved SBBC forms to be used by AGENCY for new students and the initial review of students' current educational and/or AGENCY's records to determine if an IEP meeting needs to be held;
- e) Psycho-educational evaluations may be completed to determine a student's ESE eligibility;
- f) Review of student evaluations provided by the AGENCY and a written addendum by a SBBC psychologist;
- g) Support services as determined by the SBBC, including but not limited to; eligibility staffing, IEP development, and maintaining ESE compliance for special education students and exit/dismissal staffing;
- h) Guidance Services will be provided to each student to ensure the students are earning the appropriate credits toward promotion and/or high school graduation;
- i) Staff development for teacher(s) and select AGENCY personnel, as mutually agreed upon;
- j) Annual evaluation of SBBC teachers and access to the professional orientation program and files; and
- k) Bi-monthly administrative visitation and support.

2.05 **The AGENCY Shall Provide:**

- a) A SBBC approved Release of Information Form, signed by the student's parent or legal guardian enabling the SBBC and the AGENCY to share written and verbal information, including, but not limited to mental health, substance abuse and educational records and information;

- b) Referrals of new students on approved SBBC forms;
- c) The SBBC with previous psychological, psychiatric and mental health records for the purpose of implementing an appropriate educational program;
- d) A full time behavior specialist/support staff, trained in crisis management and behavior intervention, in each teacher's classroom at all times for the purpose of monitoring student behavior, addressing therapeutic needs and supervising students during instructional staff's lunch/planning periods;
- e) Additional therapeutic support staff to include psychotherapist, psychologist and psychiatrist;
- f) A staff member trained in the supervision and administration of all medication to be responsible for the dispensing and monitoring of all student medication;
- g) In emergency situations, updated assessments and evaluations consistent with Florida State Board of Education; and,
- h) Opportunities for SBBC personnel to participate in AGENCY staff training.

2.06 **Eligibility.** Students will be enrolled in accordance with their current ESE eligibility and/or in accordance with State Board of Education Rules.

2.07 **Reimbursement.** The AGENCY agrees to reimburse the SBBC on a per student pro-rata basis when the average student attendance during the October and February Full Time Equivalent (FTE) survey period as approved by the board falls below an average of 10 students per class.

2.08 **Student Supervision.** Supervision and control of students while in their program shall be the sole responsibility of the AGENCY.

2.09 **Code of Conduct.** The SBBC shall provide the Code of Student Conduct, which shall be acknowledged and signed by the parent(s)/guardian and the student as part of the intake process. The AGENCY shall provide the SBBC with a copy of the signed Code of Student Conduct Acknowledgement for each student. The Code of Student Conduct shall be enforced by The AGENCY. In the event of serious threat or harm to SBBC personnel, the Administrative Principal has the authority to identify alternative discipline action to address and resolve the situation, in collaboration with the AGENCY.

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

2.11 **Agency Incident Procedures.** The AGENCY shall provide the SBBC with its written procedures detailing the care of student 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, 2014. Additionally, the AGENCY shall inform the SBBC, within 24 hours, when a student is involved in a serious incident or is injured as defined by the SBBC. The AGENCY will report seclusions and restraints to the SBBC and the parent in the manner prescribed by Florida Department of Education and Section 1003.573, Florida Statutes.

2.12 **Agency Intake Procedures.** The AGENCY shall provide the SBBC, with its written procedures governing intake, evaluation, dismissal and separation of students by July 1, 2014, which shall include documentation the student is a Florida resident.

2.13 **Student Meals.** The SBBC shall provide access to 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 2.13 above, the AGENCY may provide breakfast and lunch to students at no cost to the students.

2.14. **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 AGENCY and school personnel shall schedule a meeting to establish a transition plan before the student is withdrawn from the program, with recommendations for the student's discharge and aftercare. The AGENCY shall provide the SBBC with a copy of each student's transition plan.

2.15 **Program Completion.** The AGENCY shall inform the SBBC of a student's program completion date a minimum of 30 days prior to dismissal to the fullest extent possible to ensure an IEP meeting can be held to determine continued ESE eligibility, ongoing educational needs and the completion of the educational transition process.

2.16 **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 include, but may not be limited to scheduling, staffing patterns, student assessment and evaluation.

2.17 **Supplemental Efforts:**

- a) The AGENCY is encouraged to supplement the SBBC's efforts to provide an optimal learning environment.

- b) The AGENCY and the SBBC shall collaborate to develop the overall therapeutic/educational program, which will include each student's Individual Educational Plan (IEP).
- c) The informational and/or promotional materials, which the AGENCY prepares regarding the program, shall indicate the SBBC is providing the educational component of the program.

2.18 Facilities and Safety Requirements:

- a) The facilities will be provided and maintained by the AGENCY and will be located at 8400 South Palm Drive, Pembroke Pines, FL 33025 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.
- c) 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.
- d) The AGENCY shall maintain buildings used to house students in a state of good and clean repair and submit to SBBC inspections upon request.

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

2.20 Testing and Staffing Room. The AGENCY will make available a quiet, private room, with Internet access, for SBBC sponsored psychological evaluations and ESE staffings. This room will be dedicated for SBBC use; however, the AGENCY may use it for their purposes when the SBBC is not using it.

2.21 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.

2.22 Damaged Property. The AGENCY agrees to provide the SBBC with adequate facilities to lock SBBC property in each classroom. 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.

2.23 **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.

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

2.25 **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 Cadre Director level;
- 3) Step 3 is resolution of the dispute by the Superintendent of Schools.

2.26 **HIPAA Compliance.** The AGENCY agrees to 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.

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

2.28 **Background Screening:** This Agreement is ancillary to AGENCY's delivery of behavioral health services to its patients. Any contact that may arise between AGENCY personnel and AGENCY's patients in this setting shall not be construed to be contact with students under Sections 1012.32 and 1012.465, Florida Statutes, as a result of SBBC's coincidental provision of educational services to such patients.

2.29 **Inspection of The AGENCY's Records by SBBC.** The AGENCY shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All The AGENCY's 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 SBBC's agent or its authorized representative to permit SBBC 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 The AGENCY or any of The AGENCY's payees pursuant to this Agreement. The AGENCY'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. The AGENCY'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) The AGENCY's Records Defined. For the purposes of this Agreement, the term "The AGENCY's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting 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, SBBC's agent or authorized representative shall have access to The AGENCY's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to The AGENCY pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide The AGENCY reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to The AGENCY'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 The AGENCY to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any The AGENCY's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by The AGENCY in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by The AGENCY. If the audit discloses billings or charges to which The AGENCY is not contractually entitled, The AGENCY shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. The AGENCY 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 The AGENCY to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some

or all of any Payee's costs from amounts payable by SBBC to The AGENCY pursuant to this Agreement and such excluded costs shall become the liability of The AGENCY.

(h) Inspector General Audits. The AGENCY 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.

2.30 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:	Executive Director Exceptional Student Education/Student Support School Board of Broward County, Florida Arthur Ashe Administrative Center 1701 NW 23rd Avenue, Room 277 Fort Lauderdale, FL 33311
To The AGENCY:	Mario E. Jardon, President & CEO Citrus Health Network, Inc. 4175 West 20th Avenue Hialeah, FL 33012-5875
With a Copy to:	Gisela Suarez, Site Administrator Citrus Health Network, Inc. 8400 South Palm Drive Pembroke Pines, FL 33025

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

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

B. By The AGENCY: 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 The AGENCY, its agents, servants or employees; the equipment of The AGENCY, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of The AGENCY or the negligence of The AGENCY's 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 The AGENCY, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. 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.

3.02 **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.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC 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.

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

3.05 **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.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party

(30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **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.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. 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. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless 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 Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 **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.

3.12 **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.

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

3.14 **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.

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

3.16 **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.

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

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

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **Survival.** All representations and warranties made herein regarding 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.

3.25 **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)

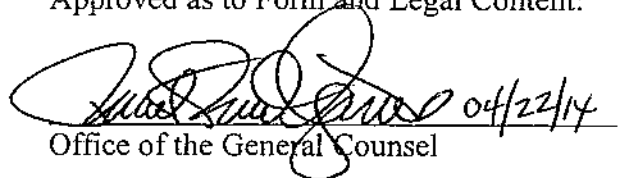
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Patricia Good, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 04/22/14
Office of the General Counsel

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FOR: CITRUS HEALTH NETWORK, INC.

(Corporate Seal)

CITRUS HEALTH NETWORK, INC.

ATTEST:

By Mario Jackson

_____, Secretary

-or-

[Signature]
Witness

[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.

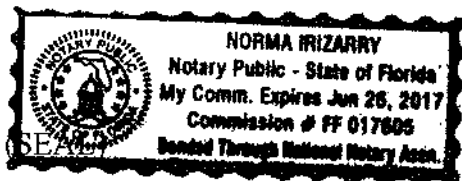
STATE OF FLORIDA

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 16 day of April, 2014 by Mario Jackson of Citrus Health Network Inc on behalf of the corporation/agency.
Name of Person
Name of Corporation or Agency

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

My Commission Expires:



[Signature]
Signature - Notary Public

NORMA RIZARRY
Printed Name of Notary

FF 017605
Notary's Commission No.

FOR CITRUS HEALTH NETWORK, INC.

[Signature]
Witness

[Signature]
Witness

[Signature]
Signature

Mario Jardon, LCSW
Printed Name President & CEO

STATE OF FLORIDA

COUNTY OF Miami-Dade

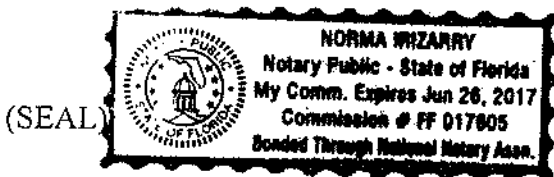
The foregoing instrument was acknowledged before me by Mario Jardon
The AGENCY Here

who is personally known to me or who produced _____ as

identification and who did/did not first take an oath this 16 day of April,
Type of Identification

20 14.

My Commission Expires:



[Signature]
Signature - Notary Public

NORMA WIZARRY
Notary's Printed Name

FF 017605
Notary's Commission No.