

COOPERATIVE AGREEMENT

THE SCHOOL BOARD OF PALM BEACH COUNTY  
AND  
BIG BROTHERS/BIG SISTERS, Inc.

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This Agreement is made between the School Board of Palm Beach County and Big Brothers/Big Sisters, Inc. This contract is made and entered into this 8th day of December, 2004, by and between the School Board of Palm Beach County, Florida, hereinafter referred to as the "School Board" and Big Brothers/Big Sisters, Inc., hereinafter referred to as the "Agency."

**WHEREAS**, it will be of benefit for the School Board and the Agency to enter into a mutual agreement in order to assist with the provision of prevention education and mentoring services on school sites; and

**WHEREAS**, the Agency certifies to the School Board that it is a Florida community funded provider of the above referenced services; and,

**WHEREAS**, the School Board will identify collaboratively the sites for these services for at-risk students as identified and/or coordinated by the school-based team; and,

**WHEREAS**, services provided by the Agency offered to families of at risk students will be coordinated with the school-based team.

WITNESSETH

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as hereinabove specified and as follows:

I. **GENERAL TERMS – MUTUAL RESPONSIBILITIES**

A. **Term:** The term of this Agreement shall commence on the 9th day of December, 2004 and terminate on the 30<sup>th</sup> day of June, 2005, unless otherwise terminated in accordance with any provisions of this Agreement.

B. This Agreement may be terminated for any reason or no reason at all, by either party at any given time upon giving not less than 30 days written notice to the other party.

C. **Insurance:** The Agency agrees to provide and maintain at all times during the term of this Agreement, without cost or expense to the School Board, policies of insurance generally known as comprehensive general liability insurance with contractual, tort, and malpractice liability coverage of professional liability in an amount not less than one million dollars (\$1,000,000.00) with any single incident or occurrence, automobile liability insurance, if applicable, and property damage liability insurance coverage in an amount not less than one hundred thousand dollars (\$100,000.00), arising out of or connected with this Agreement. The Agency shall maintain similar liability insurance on their employees who provide services. The School Board should be named as an "additional insured" on applicable policies. The School Board shall be entitled to 30 days written notice of any changes or cancellation in the insurance policies. Failure of the Agency to provide insurance for the duration of this Agreement shall be considered a material default under this Agreement and subject to a 30 day termination by the School Board. A copy of such insurance policy or policies shall be filed with the School Board within 30 days of signing this Agreement. The Agency further agrees to provide and maintain Workers' Compensation Insurance as required by Florida Statutes, Chapter 440.

D. **Indemnity:** Agency shall, in addition to any other obligation to indemnify the Palm Beach county School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of Agency, or anyone directly or indirectly employed by them, or of anyone for whose acts any of them may be liable in the performance of the work: or violation of

law, statute, ordinance, governmental administration order, rule or regulation in the performance of the work; claims or actions made by Agency or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for Agency under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the Palm Beach County School District to enforce this agreement shall be borne by Agency. Agency recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Agreement.

E. Independent Agency: The Agency shall perform the conditions of its Agreement as an independent Agency with all licensure, as appropriate, and nothing contained herein shall be construed to be inconsistent with this relationship or status.

F. Confidentiality: This Agreement in no way shall interfere with the private treatment procedures of students as carried out independently by the Agency. Such records bearing on said relationship and treatment shall not constitute a public record and will be held by the Agency. The Agency shall comply with all state and federal laws governing the confidentiality of student records. Periodic reports of student progress through this Agreement shall be included with the school-based team records.

G. The Agency hereby agrees that it now complies, and shall continue to comply as long as this Agreement is in effect, with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, the American Disabilities Act, Section 504 of the Rehabilitative Act of 1973, and the Individuals with Disabilities Act, as amended.

H. Assignments and Subcontracts: The Agency shall neither assign the responsibility of this Agreement to another party nor subcontract for any of the services contemplated under this Agreement.

I. Governing: This Agreement shall be governed by the Laws of Florida. In the event of litigation between the parties to this Agreement, venue shall lie in Palm Beach County, Florida. If any provisions of this Agreement are found to be in violation of local, state, or federal rule, law or regulation, this Agreement shall be modified to comply with such law, rule or regulation. In the event any portion of the Agreement is declared invalid, the remainder of the Agreement shall remain in force.

J. This Agreement may be amended or modified in writing by the School Board or Agency as deemed necessary, with the prior consent of the other party. The effective date of the amended Agreement is contingent on mutual consent, given in writing by both parties after written notice of amendments.

K. The Agency shall at all times comply with applicable local, state and federal law, rules and regulations, including standards for health and safety of the student.

L. Notice: Notice under this Agreement may be given to the School Board by U.S. Mail to the Prevention Center in the Department of Safe Schools, 3330 Forest Hill Boulevard, B-147, West Palm Beach, Florida 33406 and Big Brothers/Big Sisters, 2112 Congress Avenue S. Suite 200, West Palm Beach, FL 33406.

## II. RESPONSIBILITIES OF THE SCHOOL BOARD

A. The School Board will identify students who are in need of the Agency's services for school related issues, and make appropriate referrals through the school-based team. If the Agency is providing services to the student for issues that do not impact the student's academic progress, the Agency may not see the student during school hours. The Agency will secure informed parental permission for services, if appropriate. Parental permission shall be required prior to access to student records.

B. The School Board shall provide a space for agency staff to meet with the student in accordance with privacy and safety.

C. At the principal's discretion, the Agency shall have computer access to provide a link to the Agency-based data files.

D. The School Board will assist in scheduling the Agency to see the student to avoid meeting with the student during core-subject area times.

III. RESPONSIBILITIES OF THE AGENCY

- A. An eligible service provider (Agency) shall, as hereinafter set forth, meet the following criteria:
1. Furnish a liability insurance policy as described herein.
  2. Require fingerprint documentation and security clearances to include associated fees for all service providers.
  3. Maintain appropriate occupational and professional licenses, and provide a public entity affidavit.
  4. Duly execute the attached Business Associate Contract.
  5. Present appropriate identification to school staff.
  6. Sign in at the school center at each visit.
  7. Provide a signed release from the parent, as appropriate.
  8. Meet with the principal/designee to determine appropriate time, schedule, and/or location of service delivery.
  9. Develop a reporting and visitation schedule.
  10. Develop a process to advise staff regarding issues of concern.
  11. Update principal/designee of student progress.
  12. Assist in the evaluation of the program/service.
  13. Attend school-based team meetings, as requested.
  14. Follow all rules and regulations of the School Board.
  15. Maintain confidentiality regarding school issues.
  16. Comply with the principal's request(s) in the event of an emergency.
  17. Update staff listing in accordance with this agreement.

B. The Agency shall staff the program and assure that all staff is properly credentialed. The Agency shall be responsible for all personnel issues of their staff in the execution of this Agreement. The Agency shall maintain and incur all costs and expenses of any and all licenses and permits required by law or ordinance to provide behavioral health services.

C. Personnel issues regarding conduct of personnel may be initiated by either party, the Chief Executive of Big Brothers/Big Sisters, or the building principal. They may utilize the formal mediation process used by the School Board.

D. The Agency shall take the premises as they are at the time of occupancy. In the event the Agency finds it necessary to remove or change the location of any equipment, the changes shall be made by the Agency at the Agency's expense and shall be replaced as found; provided that no removals or changes shall be made without the prior consent of the School Board. All deliveries ordered should have the prior consent of the School Board.

E. The Agency may provide the following services at the school site: prevention education and mentoring services on school sites.

F. Supervision of the staff will be the responsibility of the Agency. While on school grounds, the staff will be responsible to the principal. The Agency will provide the principal or designee with a written description of services that will be provided, name(s) of student(s) that will be served, and the length and duration of services before services begin at the school site. The Agency will provide the principal, or designee, with a release signed by the parent/guardian, if appropriate. The Agency will give school personnel 48 hours notice prior to meeting with a student in a classroom.

G. If the family of an at-risk student chooses to have the Agency or representative provide necessary services, the family may need to meet specific criteria as established by the Agency.

H. The Agency shall maintain a plan of care per identified student, which is reviewed in accordance with the school-based team plan. The Agency will provide a copy of the plan of care to related school personnel prior to services being provided to ensure effective treatment planning and congruence of services provided to the student. The Agency shall maintain a record of students receiving services and provide the School Board with a summary of all services provided on a schedule established by the school-based team. In addition, an annual report will be provided to the Chief, Safety and Learning Environment prior to the last day of the school year.

I. Agency personnel shall present a recent photo identification badge to the main office each time a school is visited.

J. The Agency shall participate on the school-based team meeting at school sites, as a consultant, or on an as-needed basis.

K. The Agency shall notify school personnel and the Prevention Center in the Department of Safe Schools of any staff/therapist personnel changes within one (1) week of the change.

L. The provision of services, as stated in this Agreement, will be provided with the approval of the principal or the School Board designee and will be consistent with school policies, procedures and the school-based team.

**IN WITNESS WHEREOF**, This agreement has been executed on the date and year first written above. This Agreement shall cover the period December 9, 2004 through June 30, 2005.

For Big Brothers/Big Sisters, Inc.

For the School Board  
of Palm Beach County, Florida

\_\_\_\_\_  
Jennifer Thomason, Chief Executive Officer

\_\_\_\_\_  
Thomas E. Lynch, Chairperson

\_\_\_\_\_  
Arthur C. Johnson, Ph.D., Superintendent

Date: \_\_\_\_\_

Reviewed and Approved – Office of General Counsel

By: Kimberly Hood

Date: 11-15-04

**Addendum, Concerning Fingerprinting,  
to the Agreement Between the School Board of  
Palm Beach County ("School Board") and  
Boys and Girls Club**

The parties have entered into an Agreement ("Agreement") dated December 9, 2004 for the Provider to provide certain services to the School District. The parties wish to amend the Agreement based upon the terms and conditions contained herein. The following language is hereby incorporated into the Agreement:

All individuals who will have direct contact with children or any student of the School District, must be fingerprinted and background checked. Provider agrees to undergo a background check and fingerprinting if he/she is an individual who will be in contact with any students and to require that all individuals in the organization who will have direct contact with any student must submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost of Provider. Provider shall not begin providing services contemplated by this Agreement until Provider receives notice of clearance by the School District. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Provider (or discontinuation of Provider's services) on the basis of these compliance obligations. Provider agrees that neither the Provider, nor any employee, agent or representative of the Provider who has been convicted or who is currently under investigation for a crime delineated in Florida Statutes § 435.04 will have contact with children or any student of the School District.

The parties acknowledge that the terms of this Addendum supersede any inconsistent terms in the existing contract.

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum:

[ *Provider* ]

The School Board of Palm Beach County

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM, Concerning Student Information, to the Consultant Contract Agreement ("the Contract") dated December 9, 2004, between The School Board of Palm Beach and Boys and Girls Club**

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the vendor's/partner's signature below, the School District hereby designates **Boys and Girls Club** [*vendor/partner*] ("the Party") as an "other school official" for purposes of receiving limited personally-identifiable student information under FLA. STAT. § 1002.22(3)(d)2 because the School District recognizes the Party has legitimate educational interests in receiving this information in order to carry out the Party's responsibilities for the school or District under the Contract. (All other terms of the Contract remain the same.)

As a condition precedent to receiving confidential student information, the Party warrants and agrees that the Party:

- will limit the use of, or access to, confidential student information to the limited scope of information actually needed to complete the services under contract. The District has determined that the Party has a legitimate educational interest in receiving only the following fields of student data: **academic, behavioral, and discipline of the School Based Team.**
- will limit the access to student information to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to carry out their responsibilities under the Contract); and
- shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally-identifiable student information except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
- will comply with the requirements of Fla. Admin. Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed by the Party in any form to any party other than appropriate school officials or the Party's employees/agents to the extent allowed herein (even if the document is first redacted to remove personally-identifiable information), without the prior written consent of the adult student or the parent/guardian, as appropriate; and
- shall maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and the Party shall monitor the security and safekeeping of the confidential data; and
- will dispose of all information disclosed to it by the School District (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, or physically destroyed.

**The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.**

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

[ *Legal name of the Party* ]

The School Board of Palm Beach County

By: \_\_\_\_\_  
[*person having authority to enter legally-binding agreements on behalf of the Party*]

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM NO. 1 TO CONSULTANT CONTRACT BETWEEN THE SCHOOL BOARD OF PALM BEACH COUNTY AND BOY & GIRLS CLUB**

This Addendum No. 1 to the Consultant Agreement dated **December 9, 2004**, ("Addendum") is made between The School Board of Palm Beach County ("School Board") and **Boys and Girls Club** ("Consultant").

**RECITALS**

**WHEREAS**, Consultant has agreed to provide **before and after school programming in six core areas** services for students within the School District of Palm Beach County and,

**WHEREAS**, The School Board desires to provide these services to students and,

**WHEREAS**, School Board and Consultant agree to modifications to the original Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, School Board and Consultant hereby agree as follows:

1. The parties hereby warrant and represent that the foregoing Recitals are accurate and correct and hereby incorporate them herein.

2. Consultant, to the extent of Section 768.28, Florida Statutes, shall indemnify and hold School Board harmless from and against any and all losses or damages, suits, actions, or administrative proceedings, claims, demands, damages, liability, attorney's fees and cost and/or expense, for which the Consultant is found legally responsible. However, Consultant shall not indemnify the School Board from and against any and all loss or damage for which the School Board is found legally responsible. Neither Consultant nor School Board waives sovereign immunity, nor waives any sovereign-immunity defense, nor extends Consultant's or School Board's liability limits beyond limits imposed by Section 768.28, Florida Statutes. Both parties hereby waive any and all rights of subrogation. Consultant covenants and agrees under indemnification paragraph that the indemnification and insurance coverages in this Agreement shall fully cover and extend to all representations and warranties in this Addendum. Furthermore, Consultant shall indemnify School Board for any and all costs, fees, losses, damages, suits, actions, investigations, audits, administrative hearings, proceedings, claims, liability, attorney fees, or other professional fees, costs and expenses which may be brought against School Board in connection with this Agreement and/or Consultant's regulatory compliance obligations.

3. Consultant represents and warrants that it shall be fully responsible for obtaining all appropriate and necessary licensures, certificates, and conducting all background checks and background screenings as required by law.

4. Consultant represents and warrants that its policies and protocols, its services and fee structure, and its billing for private, federal and/or state reimbursement practices shall be in strict compliance with all federal, state and local regulations.

5. Consultant represents and warrants that its policies and protocols for maintaining medical records and patient consents shall be in strict compliance with all local, federal, and state laws and regulations. Consultant shall be responsible for the disposal and treatment of hazardous and medical waste in accordance with all applicable laws.

6. Consultant represents and warrants that it shall perform its services in accordance with any and all applicable federal, state and local laws or ordinances regarding the operation, licensure, and regulatory compliance of providing **provide before and after school programming in six core areas** and/or employed therein. Consultant represents and warrants that all Consultant's partners, joint ventures, employees, subcontractors, and/or consultants shall provide its services and/or conduct its activities in accordance with any and all applicable federal, state and local laws or ordinances.

7. A. Consultant shall, during the term of this Agreement, maintain in full force and effect self insured or commercial general liability insurance, including contractual liability insurance in the amount specified in Section 768.28, Florida Statutes, to specifically cover all School Board and Consultant exposures associated with the terms and conditions of this Agreement.

B. Consultant at its sole cost and expense shall maintain medical malpractice and professional liability insurance coverage in the amount of \$1,000,000 for each of its physicians, medical directors, nurse practitioners and other health care professionals. On or before the execution of this Agreement, Consultant must supply School Board with a Certificate of Insurance as required by this section. Such Certificate shall provide written notice to School Board thirty days prior to any cancellation of said insurance. Receipt of such notice shall be considered a default under the terms of this Agreement.

C. Consultant must comply with Chapter 440, Florida Statutes, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized officers to execute this Addendum as of the date written below.

CONSULTANT

THE SCHOOL BOARD OF PALM  
BEACH COUNTY, FLORIDA

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

Review and Approved for Legal Sufficiency

\_\_\_\_\_