

**CONTRACT REVIEW CHECKLIST****Consistency with Law and School Board Policy:**

Comments

Consistent with School Board Policy	✓
Consistent with Florida, federal and local laws	✓

**Contract Terms:**

Comments

Term (Duration of Contract)	7/1/05 - 6/30/06
Termination Clause	✓
Insurance/Liability Issues/Indemnification	Risk Management should review and approve all insurance clauses.
Regulatory issues	none
Confidentiality Provision	✓
Warranties	✓
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	none
Governing Law & Venue	FL PB Ct

**Business Principles:**

Comments

Sound Business Principles	✓
Reasonableness of Fees	Please refer to page 1-2 DECA rate
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	Please refer to page 1.

**Other Issues:**

Comments

Conflict of Interest Disclosures	✓
Non-Negotiable Issues	none
Miscellaneous Issues	none
Appropriate Departmental Sign-off	✓

**Special Considerations:**The issues noted above were explained to the appropriate District staff and/or Division Chief. YES ☐ NO ☐By: St. Mary's Early Steps  
(Name and Date)

## **COOPERATIVE AGREEMENT**

### **THE SCHOOL DISTRICT OF PALM BEACH COUNTY AND ST. MARY'S EARLY STEPS**

This contract is made and entered into this 1st day of July 2005, by and between the School Board of Palm Beach County, Florida, hereinafter referred to as the "Board" and St. Mary's Early Steps, hereinafter referred to as the "Agency".

**WHEREAS** the Board and the Agency both desire to establish and implement educational programs for eligible children transitioning from Part-C (IDEA) upon the third birthday. In order to provide continuous intervention, services will be provided for a defined group of children under the terms of this agreement; and

**WHEREAS** both parties wish to comply with all established laws, rules and regulations for such special education programs.

**The Board agrees to:**

1. Adhere to District Special Programs and Procedures in the determination of eligibility and placement of students served in the Agency's Exceptional Student Education Program.
2. Complete the evaluation, eligibility/ineligibility determination, IEP and placement process as outlined in the Interagency Transition Agreement.
3. Provide services under this agreement only to the following children:  
Those children whose third birthdays occur between April 1, 2005 and July 15, 2005 will be served through July 28, 2005. Those children whose third birthdays occur between May 1, 2006 and June 30, 2006 will be served through June 30, 2006.
4. Provide notice of authorization for summer services to St. Mary's Child Development Center when the student is entered into the district data system.
5. Reimburse the Agency at the Part C (IDEA) rate for educational services to students transitioning to Part B. The services shall include educational intervention, speech/language therapy, occupational therapy, and/or physical therapy in accordance with the IEP developed for the student.
6. Refer any complaints or grievances regarding the provision of Exceptional Student Education services which are brought to the attention of the District to the Agency immediately for proper action by the Agency. The District may request



that certain providers not be referred for provision of services upon a showing of good cause.

7. Consult, monitor and evaluate the program of the Agency.

**The Agency agrees to:**

1. Complete the Part C to Part B plan as outlined in the Interagency Agreement.
2. Provide Part B, IDEA services to students as specified in the IEP during the time period specified in this Agreement.
3. Document services provided through Part C, Early Intervention program.
4. Submit monthly billing to the District along with the required attendance records no later than the 10th of following month. This billing should not include Medicaid eligible students.
5. Bill Medicaid for services for eligible students.
6. Require service providers to submit progress notes on IEP goals and objectives addressed during provision of services.
7. Provide documentation of appropriate credentials of all services providers upon request of the Board.
8. Assist the parent to provide registration, immunization, physical and birth certificate records and proof of residency as required by the District.
9. Provide proof of insurance of the Agency to the School Board of Palm Beach County by Certificate of Insurance. THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR ALL REQUIRED INSURANCE. All insurance must be issued by a company or companies approved by the School Board. Certificate of Insurance meeting the specific required provisions specified within this Agreement shall be forwarded with the Agreement, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded prior to the policy renewal date. Thirty days written notice must be provided to the School Board of Palm Beach County, Florida, via certified mail in the event of cancellation. **WORKER'S COMPENSATION:** The Agency must comply with FSS 440, Worker's Compensation and Employees' Liability Insurance with minimum statutory limits. **COMPREHENSIVE GENERAL LIABILITY:** The Agency shall procure and maintain, for life of this Agreement, Comprehensive General Liability Insurance. This policy shall provide coverage for death, bodily injury, or property damage that could form policy. The minimum limits of coverage shall be \$1,000,000 per occurrence,

**In the event this contract is between two governmental agencies the following language applies:**

The parties recognize their respective liability for certain tortious acts of their agents, officers, employees and invitees, and agree to be responsible respectively for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees, to the extent and limits provided by law, said governmental entities subject to the limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of Sovereign Immunity: provided, however, that this provision shall not be construed as a waiver of any right or defense that the governmental entities have under said statute. Each party covenants to maintain sufficient professional general liability and worker's compensation coverage, unless self-injured, regarding its respective liability, throughout the term of Agreement.

In the event that any part, term or provision of this Agreement is by a court of competent jurisdiction found to be illegal, unenforceable or in direct conflict with federal, state or local laws, the validity of the remaining portions and provisions shall not be affected, and the rights and obligations of the party shall be construed and enforced as if this Agreement did not contain a particular part, term or provision held to be so invalid.

This Agreement shall be amended or modified only in writing and executed by both parties. This Agreement may be terminated by either party upon written notice of thirty (30) days. If either party terminates for convenience herein it shall not be liable for breach of contract, lost profits or other such damages whether consequential or inconsequential.

In the event of litigation between the parties, venue shall be in Palm Beach County, Florida.

**IN WITNESS WHEREOF**, this Agreement has been executed on the date and year first above written. This Agreement shall cover the school year commencing July 1, 2005, through June 30, 2006.

**For St. Mary's Early Steps**

**For the School Board of Palm  
Beach County, Florida**

\_\_\_\_\_  
Director

\_\_\_\_\_  
Thomas Lynch, Chairperson

\_\_\_\_\_  
Date

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

**REVIEWED AND APPROVED  
AS TO LEGAL FORM AND SUFFICIENCY**

**BY ATTORNEY** \_\_\_\_\_