

COOPERATIVE AGREEMENT

THE SCHOOL BOARD OF PALM BEACH COUNTY AND TEQUESTA HMA, INC., DBA SANDY PINES

This Cooperative Agreement is made and entered into this 29th day of June 2005, by and between The School Board of Palm Beach County, Florida, hereinafter referred to as the "Board," and Tequesta HMA Inc. DBA Sandy Pines, hereinafter referred to as the "Contracting Institution."

WHEREAS, the Contracting Institution has been approved by the Board as a facility conducting programs of diagnostic assessment, education, training and residential rehabilitation services for students with disabilities; and

WHEREAS, the parties wish to provide a diagnostic assessment for a student with a disability who has met the following criteria:

1. JA is a resident of Palm Beach County, Florida, and is enrolled in the Palm Beach County school system.
2. JA has been appropriately classified as a student with a disability by the Palm Beach County school system in compliance with state statutes and all pertinent state and local School Board rules and criteria.
3. An individualized educational plan (IEP) has been established for this student based on assessment results, which indicate specific educational needs, and such plan and needs are agreed upon by the parents of the student and Board.
4. After reviewing the IEP and the educational opportunities available within the Palm Beach County school system, the Board concludes that it does have an appropriate educational placement for the student. However, in an effort to more completely assess the student's current status and future needs, it is the Board's desire to provide this diagnostic placement.
5. Board is responsible for the diagnostic, habilitation, and educational services for this student.

WHEREAS, the Board believes that the Contracting Institution can meet the assessment needs of the student as outlined in the IEP, and as evidenced by the Contracting Institution meeting the criteria for approval under Florida State Department of Education Rule 6A-6.0361(1), Contractual Arrangements with Nonpublic Schools.

WHEREAS, the parties wish to conform to all established laws, rules and regulations for such Exceptional Student Education Programs.

TERM:

The parties agree that the term of this contract will run from June 1, 2005 through December 31, 2006.

The Board agrees to:

1. Adhere to Board Programs and Procedures in the determination of eligibility and placement of students served in the Contracting Institution's Exceptional Student Education program.
2. Voucher the expenses associated with the diagnostic expenses for the Board from June 1 2005 through December 31, 2006, as recommended by the Individual Education Plan (IEP) team. The Board will pay the diagnostic and habilitation costs of \$350.00 per day. The daily rate will be paid for 214 calendar days at an annualized cost of \$74,900.00, subject to any mutually agreed upon rate change.
3. Refer any complaints or grievances regarding the provision of Exceptional Student Education services, which are brought to the attention of the Board to the Contracting Institution immediately for proper action by the Contracting Institution.
4. Assign liaison staff to the Contracting Institution to visit, consult, monitor and evaluate the Contracting Institution program for compliance and congruency with School Board's policies, as well as state and federal mandates and regulations. This process will be conducted in a manner consistent with professional standards and practices.
5. Reserve the right to give direction to the Contracting Institution on the minimum staff-student ratio necessary to provide the appropriate delivery of student's IEP.
6. Be responsible for program and placement monitoring.
7. Recognize its respective liability for certain tortious acts of their agents, officers, employees and invitees to the extent and 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 rights or defense that the School Board has under said statute.

The Contracting Institution agrees to:

1. Accept the enrollment of a student who has been classified by the Board as a student with a disability and provide an appropriate educational program to meet the student's needs.
2. Provide adequate and necessary materials and supplies for the student in the program.

3. Properly screen and hire certified staff in accordance with assurances to the Board. New staff will register their certification with the Board Certification Office and Professional Orientation Program Offices for recording documentation and accountability purposes.
4. Represent and warrant 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 services, including credentialing of all clinical personnel providing services and/or employed therein. Contracting Institution represents and warrants that all Contracting Institution's partners, joint venturers, 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.
5. Represent and warrant 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.
6. Provide an appropriate classroom facility and educational environment.
7. Monitor staff-student ratios to ensure that the minimum staff-student ratio necessary to provide the appropriate delivery of instruction per the students' IEPs, and/or the census of students at the site, is in effect.
8. Provide the medical and/or therapeutic component for student which may include, but not be limited to, psychiatric, psycho-social, psychological evaluations and other medical/therapeutic services as appropriate regarding student treatment when pertinent to the educational program at no expense to the Board, but in the judgment of the contracting school.
9. Provide a comprehensive family therapy component to the student and family.
10. Fulfill all the requirements as noted on the list of assurances of the Board.
11. Submit monthly attendance reports to the Board. The attendance report must accompany the monthly voucher in order for payment to be made by the Board.
12. Submit quarterly progress and evaluation reports on the student to the Board. The form and the specific frequency of the reports shall be prescribed by the Board in writing to the Contracting Institution. A summary evaluation of the students progress shall be submitted to the Board at the end of the contract.
13. Initiate and conduct meetings to review and revise the student's IEP. The Board representatives and the parent or designee must be involved in any decision about the student's IEP and agree to any proposed changes in the plan before those changes are implemented. Although the Contracting Institution is responsible for implementing the student's educational plan, the responsibility for compliance with the State Board Rules remains with the Board.

14. Comply with state laws and administrative regulations prescribing health and safety standards applicable to the Contracting Institution and supply to the Board a copy of current certification as verification of compliance.
15. Indemnify and hold harmless the School Board, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), cost arising out of any actual or alleged 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 the Contracting Institution, or their subcontractor or anyone directly or indirectly employed by any of 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 by contractor in the performance of the work; or liens, claims or actions made by Tequesta HMA Inc., DBA Sandy Pines, or any subcontractor 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 the Contracting Institution, of any subcontractor under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. The Contracting Institution recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of first invoice and other 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 the Agreement.
16. Provide proof of the following insurance 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. 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. **COMPREHENSIVE GENERAL LIABILITY:** The Contracting Institution shall procure and maintain, for the life of this Agreement, Comprehensive General Liability Insurance. This policy shall provide coverage for death, bodily injury, or property damage. The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.
17. Comply with applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendment of 1974, and Section 504 of the Rehabilitation Act of 1973 and the Individuals with Disabilities Education Act ("IDEA").

18. Maintain the confidentiality of student records pursuant to federal and state law.

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. The thirty (30) day notice does not require the School Board of Palm Beach County to pay the per diem rate for those days in which the student is not present and attending the program.

In the event of litigation between the parties, venue shall lie in Palm Beach County, Florida. The governing law for this contract shall be Florida law. This Agreement shall not be assigned without the prior written consent of the non-assigning party.

This provider agrees that any employee involved in the program will have been screened in accordance with the provider's background check policy, a copy of which is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day of the year first herein above set forth. This Agreement shall cover the period from June 1, 2005, through December 31, 2006.

Tequesta HMA, Inc., DBA Sandy Pines

**For the School District of Palm
Beach County**

John W. Thompson
Chief Executive Officer

Thomas E. Lynch
Chairman

Date

Arthur C. Johnson, Ph.D.
Superintendent

**Revised and approved for form and legal
sufficiency**

Arthur C. Johnson 8/19/05

subject to compliance
with F.S. 1012.465(1) eff.

9/1/05