

Interagency Transition Agreement between The School Board of Palm Beach County, Florida and The Center for Child Development Early Steps Program

This Agreement is made and entered into by and between The School Board of Palm Beach County, hereinafter referred to as "The Board" and the Center for Child Development Early Steps Program (Part C) at St. Mary's Child Development Center, hereinafter referred to as "EIP".

WITNESSETH

WHEREAS, the agencies hereto desire to enter into an Interagency Agreement to cooperate on issues relative to the transition of children eligible under the Individuals with Disabilities Education Improvement Act of 2005 (IDEA) from Part C (birth to three years of age) to Part B (ages 3 to 22 years of age).

NOW, THEREFORE, in consideration of the mutual promises herein made, it is agreed between the parties hereto as follows:

1. The Board and EIP will define a collaborative process for the transition of children eligible for Part C services to appropriate services for three year old children which may include Part B, IDEA programs provided through the Board and/or other community services. Families are an integral part of the transition process.
2. EIP will evaluate referred children for Part C eligibility only. With parental consent, Part C eligible children will be referred to Child Find for follow-up evaluation prior to the third birthday.
3. The School District of Palm Beach County Area Pre-Kindergarten Diagnostic Teams ("Tear") will conduct diagnostic evaluations required for children to be considered for eligibility for Part B (IDEA). Evaluation reports from EIP, when available, shall be reviewed for components for determination of eligibility/ineligibility. When the Team cannot complete the necessary evaluations prior to the third birthday the Temporary Placement option may be considered in order to ensure unbroken intervention services.

FURTHER, EIP agrees to:

1. Initiate, at 24 months of age, the process to determine potential eligibility for Part B services. The EIP Family Service Coordinator shall refer Part C eligible children to Child Find. At the time of referral the following information shall be provided:

Current Early Intervention Program "Referral to Child Find" form;
Parent permission for release of Part C records to the Board;
Copy of the current Family Support Plan (FSP);
Most recent EIP evaluations;
Relevant medical information and history;
Documentation of the dates and results of sensory screenings and/or evaluations when available;
If the child is from a bilingual home, indication of dominant language.
2. Refer to Child Find, as soon as parental consent is given, children who are referred to EIP after 24 months of age.

3. Establish contact, when the child is 28 months of age, between the EIP Family Service Coordinator (FSC) and the Board's Pre-K Area Case Manager to schedule the transition meeting with the FSC, the Area Case Manager and the family. This meeting must occur, to the maximum extent possible, no later than 90 days prior to the child's third birthday.
4. Review, at the scheduled meeting, the Part C to Part B transition process with the family and document the steps for transition on the transition page of the Family Service Plan (FSP). The FSC will provide the family and the Board's Pre-K Area Case Manager with a copy of the transition page and signature page of the FSP.
5. Be in compliance with applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendment of 1974, Jessica Lunsford Act of 2005, and Section 504 of the Rehabilitation Act of 1973 and the Individuals with Disabilities Education Improvement Act ("IDEA").
6. Maintain the confidentiality of student records pursuant to state and federal laws. EIP shall execute the Addendum Concerning Student Records, attached hereto as Exhibit A and the Business Associate Agreement, which is attached hereto as Exhibit B.

FURTHER, The BOARD agrees to:

1. Review referrals received, enter child information into the Children's Registry and Information System (CHRIS) data management system for Child Find and forward the referral to the appropriate Team. Child Find will provide the FSC with the name of the Area Case Manager.
2. Attend the scheduled transition meeting that shall include the family, the FSC and the Area Case Manager. This meeting shall be scheduled by EIP to occur when the child is 32-33 months of age. The Area Case Manager will provide an introduction to Part B, IDEA services and answer questions from families. Following the transition meeting, with parent/family consent, the School District intake process may be completed. This will include explanation of Procedural Safeguards and Parental Rights for Part B, IDEA, obtaining parent consent for Individual Evaluation, completion of a measure of adaptive behavior, completion of a social/developmental history, and sensory screenings if not previously completed. If the family chooses to schedule another meeting to complete the District intake process, the District Case Manager will schedule the intake. The FSC shall be advised of the intake meeting.
3. Schedule the eligibility/ineligibility meeting when the child is between 35 and 36 months of age. Participants on the IEP team include, at a minimum, the child's parent(s), legal guardian(s), or surrogate parent, members of the Team, and the FSC or designated case manager. Results of out of system reviews from submitted evaluations will be presented. Results of evaluations completed by the Team will be interpreted. Eligibility/ineligibility recommendations will be made based on evaluation results. If the child is not eligible for Part B, IDEA, other options for preschool services will be discussed. If the child is found to be eligible for Part B, IDEA services, an IEP is developed by the Team. The recommendation for service delivery and service site is based on the individual needs identified in the IEP. If parent(s)/guardian(s) choose to have their child participate in an intervention

program provided through the Board, initial consent for placement is signed. The transition page of the FSP is completed, signed and distributed to participants. It is the responsibility of the Area staff to arrange transportation for the child as appropriate. The child may enter the intervention program on the third birthday. It is the responsibility of the parent/guardian to complete the registration process at the school or intervention site and to provide the necessary medical forms, documentation of birth, and proof of Palm Beach County residency.

FURTHER, both PARTIES agree that:

1. The transition process meets requirements of IDEA for children who are Part C eligible and who reach the third birthday. This Agreement meets the requirements for the EIP Lead Agency.
2. There is no exchange of funds in the transition process. Each party provides the staff required to complete the process.
3. 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 to the other party. 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.
4. This Agreement shall be construed in accordance with the laws of the State of Florida. In the event of litigation between the parties, venue shall be in Palm Beach County, Florida. This Agreement shall not be assigned without the prior written consent of the non-assigning party.

Both parties agree to the following:

***No fees or payments due by either party**

In the event EIP is a non-governmental agency the following language applies:

EIP shall, in addition to any other obligation to indemnify the Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Board, it's 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 EIP, or anyone directly or indirectly employed by it, or 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 EIP or other party performing the work. The indemnification obligation hereunder shall not be limited to any limitation in the amount, type of damages, compensation of benefits payable by or for EIP under workers' compensation acts; disability acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees incurred by the Board to enforce this Agreement shall be borne by EIP. EIP recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the Board in support of this indemnification accordance with the laws of the State of Florida. This article will survive the termination of this Agreement.

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

The parties recognize their respective liability for certain tortuous 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 their 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 WITNESS WHEREOF, this Agreement shall cover the time period July 1, 2006 through June 30, 2007.

Center for Child Development Inc.

**The School Board of
Palm Beach County, Florida**

(Duly Authorized Administrator)

Thomas Lynch, Chairman

Date

Arthur C. Johnson, Ph.D., Superintendent

Date

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

[Handwritten Signature]

BY ATTORNEY 5/24/06