

**COOPERATIVE AGREEMENT BETWEEN  
THE SCHOOL BOARD OF PALM BEACH COUNTY AND  
CENTER FOR CHILD DEVELOPMENT EARLY STEPS PROGRAM**

This Agreement is made and entered into this 1st day of July 2006, by and between the School Board of Palm Beach County, Florida, hereinafter referred to as the "Board" and Center for Child Development Early Steps Program, 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 Individuals with Disabilities Education Improvement Act of 2004 (IDEA) Part C upon the child's third birthday to IDEA 2004 Part B. 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 Palm Beach County School 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, Individualized Education Plan (IEP), and placement process as outlined in the Interagency Transition Agreement between the Board and the Agency.
3. Provide services under this Agreement only to the following children:  
Those children whose third birthdays occur between April 1, 2006 and July 15, 2006 will be served through July 28, 2006. Those children whose third birthdays occur between May 1, 2007 and June 30, 2007 will be served through June 30, 2007.
4. Provide notice of authorization for summer services to the Agency 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, not to exceed \$150,000.00. 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 Board to the Agency immediately for proper action by the Agency. The Board 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 between the Board and the Agency.
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 Board along with the required attendance records no later than the 10th day of the month following the date services are rendered. 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 Board.
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 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 Chapter 440, Florida Statutes, 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, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability. **BUSINESS AUTOMOBILE LIABILITY:** The Agency shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" policy. This insurance must be an "Occurrence Form" policy. In the event that the Agency does not own any vehicles, the School Board will accept hired and non-owned coverage in the amounts listed



above. In addition, an affidavit signed by the Agency shall indicate the following: that the Agency does not own any vehicles. In the event that the Agency acquires any vehicles throughout the term of the Agreement, the Agency agrees to purchase "Any Auto" or "Comprehensive Form" coverage as of the date of acquisition.

10. Shall 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, Section 504 of the Rehabilitation Act of 1973 and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA").
11. Maintain the confidentiality of student records pursuant to state and federal laws and execute the Addendum Concerning Student Records.

**Both parties agree to the following:**

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

The Agency 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, its 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 the Agency, or anyone directly or indirectly employed by it, or anyone for whose acts it 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 the Agency 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 the Agency 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 the Agency. The 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 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 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 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 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.

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.

**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, 2006, through June 30, 2007.

**Center for Child Development Inc.**

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

\_\_\_\_\_  
Director

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

**BY ATTORNEY** 

**DATE** 5/24/06