

**COOPERATIVE AGREEMENT BETWEEN  
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA  
AND  
CENTER FOR CHILD DEVELOPMENT, INC.  
(EARLY STEPS PROGRAM)**

This Cooperative Agreement ("Agreement") is made and entered into this 1st day of July 2007, by and between the School Board of Palm Beach County, Florida, hereinafter referred to as the "Board" and Center for Child Development, Inc. 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;

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

**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 applicable Interagency Transition Agreement between the parties.
3. Pay for services under this Agreement only to the following children:  
Those children whose third birthdays occur between May 1, 2007 and July 15, 2007 will be served through July 28, 2007. Those children whose third birthdays occur between May 1, 2008 and June 30, 2008 will be served through June 30, 2008.
4. Provide notice of authorization for summer services to the Agency's Early Steps Program when the student is entered into the Palm Beach County School District's student information data system.
5. Reimburse the Agency at the Part C (IDEA) rate for educational services to students transitioning to Part B, including 12% of indirect costs, not to exceed \$150,000.00 total reimbursement. 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. Immediately refer to the Agency for proper action any complaints or grievances regarding a service provider's provision of Exceptional Student Education services that are brought to the attention of the School District. The Board's authorized

representative may request that the Agency not refer eligible students to certain service providers for the provision of ESE services upon the School District's determination of good cause. Such determination of good cause may be made without notice to the service provider or an opportunity to be heard.

7. Consult, monitor and evaluate the Agency's Early Steps Program.

**The Agency agrees to:**

1. Complete the Part C (IDEA) to Part B (IDEA) Plan, as outlined in the Interagency Transition 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 (IDEA), Early Intervention program.
4. Submit monthly invoices 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 Medicaid-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, 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, and Section 504 of the Rehabilitation Act of 1973 and the Individuals with Disabilities Education Act ("IDEA").
11. Maintain the confidentiality of student records pursuant to State and Federal laws.

**Both parties agree to the following:**

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.

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, 2007, through June 30, 2008.

**For the Center for Child Development, Inc.  
(Early Steps Program)**

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
William Graham, Chairperson

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

\_\_\_\_\_  
Date

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

BY ATTORNEY

 3-28-07