

COOPERATIVE AGREEMENT

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA AND REHABILITATION CENTER FOR CHILDREN AND ADULTS, INC.

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 Rehabilitation Center for Children and Adults, Inc., hereinafter referred to as the "Agency".

WHEREAS the Board and the Agency both desire to establish and implement educational programs for eligible exceptional students ages three through five; 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 contained herein, the Parties agree as follows:

I. The Board agrees to:

1. Adhere to Board Special Programs and Procedures in the screening, evaluation, determination of eligibility, and placement of students served in the Agency's Exceptional Student Education ("ESE") Program.
2. Reimburse the Agency a total of \$100,000.00 for the fiscal year. Ten payments of \$10,000.00 will be made to the Agency for the months of August 2007 to May 2008. The monthly payments will be made upon receipt of attendance records documenting a minimum of 14, maximum of 19, children registered and in attendance. In the event the monthly attendance falls below 14 children, the payment will be reduced by \$500.00 per child under 14 for that month. Process billing for the previous month on the 10th day of each month. Services will be provided in accordance with the District calendar, which includes Extended School Year for recommended children.
3. Refer any complaints or grievances, which are brought to the attention of the Board to the Agency immediately for proper action by the Agency.
4. Invite Agency staff to participate in on-going staff development or specialized training to ensure compliance with the Individual Education Plan (IEP).
5. Assign staff to: (a) conduct annual IEP reviews, oversee other IEP related issues and monitor records for compliance with the Individuals with Disabilities Education Act ("IDEA") and (b) provide

Visually Impaired, Deaf and Hard of Hearing and/or Mobility Training services to children who are eligible for such services according to their IEPs.

6. Ensure participation of the Agency in the transition process for children moving to kindergarten.
7. Invite a representative from the Agency to attend all scheduled meetings regarding students from the above named Agency.

II. The Agency agrees to:

1. 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 educational and therapeutic services, including credentialing of all clinical personnel providing services and/or employed therein.
2. Represent and warrant that all Agency partners, joint venturers, employees, subcontractors, and/or consultants shall provide their services and/or conduct their activities in accordance with any and all applicable federal, state and local laws or ordinances.
3. 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.
4. Provide ESE services that are secular, neutral, non-ideological (including materials and equipment) in an appropriate classroom facility.
5. Provide services as specified in the IEP and submit invoice for services by the 10th day of each month.
6. Provide registration, immunization record, physical, proof of residence, birth certificate, and monthly attendance for the Board.
7. Participate in the transition process established by the Board to ensure smooth movement from prekindergarten to kindergarten for children receiving ESE services.
8. 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 pursuant to this Agreement. Renewal certificates must be forwarded prior to the policy renewal date. Thirty days written notice must be provided to the Board

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.

III. Both parties agree to the following:

1. 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, their 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 them, 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 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.

2. 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.

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. 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 nonconsequential.

4. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the Laws of Florida, venue in Palm Beach County, Florida. Each party shall bear the cost of its own attorneys' fees and costs incurred as a result or any action or proceeding under this Agreement. This Agreement shall not be assigned without the prior written consent of the non-assigning party.

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.

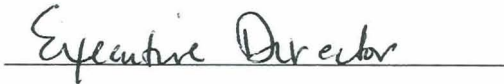
**For Rehabilitation Center for
Children and Adults, Inc.**

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

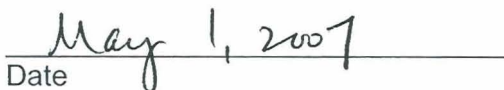


(Duly Authorized Administrator)

William G. Graham, Chairperson



Arthur C. Johnson, Ph.D., Superintendent



Date

Date

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

BY ATTORNEY:  4/19/07