

## COOPERATIVE AGREEMENT

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

AND

SP BEHAVIORAL, LLC D/B/A SANDY PINES

This Cooperative Agreement ("Agreement") is made and entered into this 1<sup>st</sup> day of July, 2007, by and between the School Board of Palm Beach County, Florida, hereinafter referred to as the "Board," and SP Behavioral, LLC d/b/a 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 education, training and residential rehabilitation services for students with disabilities; and

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

1. DM is a resident of Palm Beach County, Florida, and is enrolled in the Palm Beach County school system.
2. DM 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. DM is a 9 year old student with an emotional handicap who continues to exhibit ongoing severe behaviors. The IEP Team determined that DM continues to be in crisis and requires a continued stabilization and diagnostic educational placement.
4. DM is currently placed in the Contracting Institution until he becomes emotionally and behaviorally stabilized. An IEP team meeting was scheduled and determined the need for continued diagnostic placement at the residential contracting institution.
5. The Board has made a determination that in order to completely emotionally and behaviorally stabilize the student, it is necessary to provide this placement.
6. The Board is responsible for diagnostic, habilitation, and educational services to the 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 State Board 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.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

**I. TERM**

The parties agree that the term of this Agreement will run from July 1, 2007, or until appropriate discharge can be planned, not to exceed August 31, 2007.

**II. The Board agrees to:**

1. Adhere to Board Programs and Procedures in the determination of eligibility and placement of students served in the Contracting Institutions' ESE program.
2. Voucher the expenses associated with the diagnostic expenses for the Board from July 1, 2007 through August 31, 2007, as recommended by the Individualized 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 62 calendar days at an annualized cost of \$21,700.00, subject to any mutually agreed upon rate change.
3. Refer any complaints or grievances regarding the provision of ESE 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 the 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 the student's IEP.
6. Be responsible for program and placement monitoring.
7. Recognize its responsibility for certain tortious acts of its 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.

### **III. The Contracting Institution agrees to:**

1. Accept the admittance of a student who has been classified by the Board as a student with a disability and provide appropriate assessment and treatment 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 qualified 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 to include an ESE certified teacher and educational environment to include individual, group, and family therapy.
7. Monitor staff-student ratios to ensure that the minimum staff-student ratio necessary to provide the appropriate delivery of instruction per the student's IEP, and/or the census of students at the site, is in effect.
8. Provide the medical component for the student and/or therapeutic component for student and their family 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 additional expense to the Board, but in the judgment of the contracting institution.
9. Upon discharge, provide the Board with comprehensive psychiatric and psychosocial evaluation reports, which will include educational recommendations to the IEP team.
10. Initiate and conduct a transition IEP meeting prior to the student being discharged from the contracting institution. The Board representatives and the parent 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.

11. Fulfill all the requirements as noted on the list of assurances of the Board.
12. 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.
13. Submit 30 day progress and evaluation reports to include academic, therapeutic and medical information 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 student's progress shall be submitted to the Board at the end of the Agreement.
14. Initiate and conduct meetings to review and revise the students IEP. The Board representatives and the parent 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.
15. Initiate and conduct a transition IEP meeting prior to the student being discharged from the Contracting School. The Board representatives and the parent 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 School is responsible for implementing the student's educational plan, the responsibility for compliance with the State Board of Education remains with the Board.
16. 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.
17. Be in compliance with applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendment of 1974, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disabilities Education Act ("IDEA").
18. Be subjected to all Board obligations relating to compliance with student records confidentiality laws. By signing this Agreement, the Contracting Institution acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all state and federal laws relating to the confidentiality of student records.
19. The Contracting School is an entity under contract with this School Board who receives remuneration for services performed for the School Board, but who is not otherwise considered an employee of the School Board. The Contracting School, its employees and its subcontractors who have direct contract with students or who have access to or control of

school funds must undergo Level 2 screening as described in section 1012.32, Florida Statutes. Level 2 screening consists of fingerprinting and a background check. In the event that the Level 2 screening is conducted by the Contracting School, the Contracting School agrees to provide to the School Board the following information for each of its employees or subcontractors who meet the criteria set forth in section 1012.465: 1) evidence that Contracting School, or its employee or subcontractor was required to undergo Level 2 screening pursuant to section 435.04, Florida Statutes for licensure, certification, employment, or other purposes, 2) evidence that the Contracting School, its employee or its subcontractor meets the screening standards in section 435.04, Florida Statutes, 3) evidence that the Contracting School's, its employee's or subcontractor's license or certificate, if any, is active and in good standing, 4) evidence that Contracting School completed the criminal history check within the last 5 years (such evidence must include a copy of the fingerprinting card, the FDLE report, and the FBI background check information), and 5) a copy of the employee's or subcontractor's Affidavit of Good Moral Character.

20. Provide proof of insurance of the Contracting Institution to the Board by Certificate of 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 Contracting Institution must comply with Chapter 440, Florida Statutes, Worker's Compensation and Employees' Liability Insurance with minimum statutory limits. **COMPREHENSIVE GENERAL LIABILITY:** The Contracting Institution 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.
21. 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, or attorneys' fees, 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 Contracting Institution, or anyone directly or indirectly employed by it, or anyone for whose acts it may be liable in the performance of its obligations under this Agreement; or violation of law, statute, ordinance, governmental administration order, rule or regulation in the performance of the work, or claims or actions made by the Contracting Institution 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

Contracting Institution under workers' compensation acts, disability 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 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.

**IV. MISCELLANEOUS:**

1. 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 damage whether consequential or inconsequential. The thirty (30) day notice does not require the Board to pay the per diem rate for those days in which the student is not present and attending the program.

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

3. This Contracting Institution 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 hereinabove set forth. This Agreement shall cover the period from July 1, 2007 through August 31, 2007.

**SP Behavioral LLC dba Sandy Pines, Inc.**

**For The School Board of Palm Beach County**

  
\_\_\_\_\_  
Michael Anthony  
Chief Financial Officer

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William G. Graham                      Date  
Chairman

6/4/07  
\_\_\_\_\_  
Date

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

**Reviewed and approved for form and legal sufficiency.**

 6/4/07