

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

=====

Meeting Date: October 2, 2007 Consent Regular
 Ordinance Public Hearing

Department

Submitted By: Community Services
 Submitted For: Head Start/Early Head Start & Children's Services

=====

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Cooperative Agreement with the School Board of Palm Beach County, for the period of July 1, 2007, through June 30, 2008, at no cost to the County, to provide exceptional student education programs for eligible Head Start children.

Summary: The School Board will provide all services to students as specified in the students' individual education plan utilizing funding from the full time equivalency (FTE) amount allocated by the State Department of Education. Head Start will screen for vision, speech, hearing, development and behavior to identify students appropriate for the program. Services provided by the School Board will be at no cost to the County. (Head Start) Countywide (TKF)

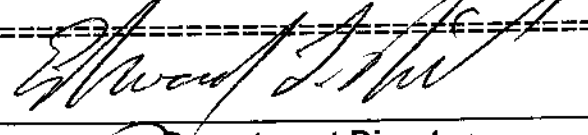
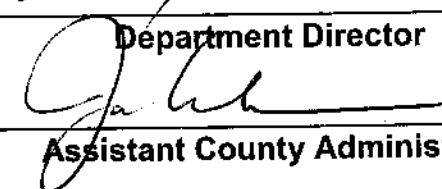
Background and Justification: Palm Beach County Head Start and the School Board of Palm Beach County have cooperated to provide educational programs for eligible exceptional students aged three to five, especially in the speech and language impaired classifications. The Florida Department of Education provides funding for speech and language therapy services to an identified population of children attending Head Start programs.

The School Board will collect 100% of the generated FTE as allocated by the State Department of Education which this program generates, based on the Matrix of Services system. In return, the School Board will provide educational speech/language services to students as specified in the Individual Education Plan; provide transportation in accordance with established Board guidelines for those eligible children who receive Exceptional Student Education services in settings other than Head Start; invite a representative from Head Start to attend all scheduled meetings regarding Head Start children; ensure participation of Head Start in the transition process for children moving to kindergarten; visit consult, monitor and evaluate the contract services provided to Head Start. The School Board will also receive Medicaid reimbursement for all Medicaid eligible students or contract with private providers to provide service and collect Medicaid on eligible students. Other eligible students will be paid for by the Board. The School Board will not reimburse the County for the expense of screening Head Start students for vision, speech, hearing, development and behavior to identify students appropriate for the program.

The Head Start program will screen for vision, speech, hearing, development and behavior to identify students appropriate for exceptional student education; provide appropriate classroom facilities; provide documentation of registration, immunization, birth and physical examination to the Board; and participate in the exceptional students' transition out of Head Start.

Attachments: Cooperative Agreement with The School Board of Palm Beach County

=====

Recommended by:	 _____ Department Director	9-14-2007 _____ Date
Approved By:	 _____ Assistant County Administrator	9-24-07 _____ Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included In Current Budget:	Yes ___	No ___			
Budget Account No.:	Fund _____	Dept. _____	Unit _____	Object _____	Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

No additional cost to the Palm Beach County Head Start program.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

No fiscal impact associated with this agenda item

[Signature] 9-19-07
 OFMB/Budget
 8/29/09 *[initials]* 9/17 *[initials]* 9/19/07

[Signature] 9/21/07
 Contract Development and Control
[Signature] 9/20/07

This Contract complies with our contract review requirements.

B. Legal Sufficiency:

[Signature] 9/24/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

**COMMUNITY CHILD CARE SITE
STANDARD COOPERATIVE AGREEMENT
BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
AND
PALM BEACH COUNTY, A SUBDIVISION OF THE STATE OF FLORIDA FOR HEAD
START AND CHILDREN'S SERVICES**

This Standard 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 Palm Beach County, a Subdivision of the State of Florida for Head Start and Children's Services (name of community child care site), located in Palm Beach County, hereinafter referred to as the "Agency".

WHEREAS, the Board and the Agency, in compliance with the Individuals with Disabilities Education Act of 2004 (IDEA), both desire to establish and implement speech and/or language programs for eligible exceptional students, prekindergarten (ages 3-5), who are enrolled at Community Child Care Sites; and;

WHEREAS, the Board and the Agency (collectively known as the "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:

A. The Board agrees to:

1. Adhere to Florida Administrative Code 6A-6.03411, *Policies and Procedures for the Provision of Specially Designed Instruction and Related Services for Exceptional Students*, in the screening, evaluation, determination of eligibility, and placement of students served in the Agency's Exceptional Student Education (ESE) Program.
2. Provide speech and language services in a small group setting for a maximum of 90 minutes per week to those children enrolled at the Agency, who are solely eligible for speech and/or language impaired services as delineated on the child's Individual Education Plan (IEP). Services will be provided by a School District employee or by a private service provider under contract with the Board. Services will be provided at the Agency's facility. Such services must be secular, neutral, non-ideological (including materials and equipment).
3. In the event that services are provided by a private service provider under contract with the Board, the Board will consult, monitor and evaluate the contract services provided to the Agency.

4. Invite a representative from the Agency to attend all scheduled meetings held by the School District regarding students enrolled at the Agency.
5. Collect 100% of the generated FTE as allocated by the Florida Department of Education for services to students eligible under ESE programs.
6. Seek reimbursement from Medicaid for all Medicaid eligible students or contract with private service providers who will seek reimbursement from Medicaid for all Medicaid eligible students. The Board will pay private service providers who provide speech and/or language impaired services to students who are not Medicaid eligible.
7. Ensure participation of the Agency in the transition process for children moving from prekindergarten to kindergarten.
8. Conduct quarterly site reviews of the Agency.

B. The Agency agrees to:

1. Refer prekindergarten children to Child Find for determination of eligibility for special education services and provide results of all previous screenings to the Board.
2. Actively participate in the development of IEPs and participate in the transition process established by the Board to ensure an uninterrupted shift from prekindergarten to kindergarten for children receiving special education services.
3. Make an appropriate classroom facility for use by the Board for the provision of special education services.
4. Provide appropriate assessment/testing and small group therapy areas with appropriate furnishings to meet the needs of the therapy schedule.
5. Submit to quarterly site reviews by the Board.
6. 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 IDEA.
7. Be subjected to all Board obligations relating to compliance with student records confidentiality laws. By signing this Agreement, the Agency 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.

8. Provide proof of insurance of the Agency 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 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.

C. Both Parties agree to the following:

1. *No fees or payments are due by either Party for the services rendered pursuant to this Agreement.
2. **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, 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 Agency, 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 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. 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.

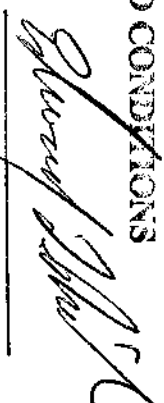
Each party covenants to maintain sufficient professional general liability and worker's compensation coverage, unless self-injured, regarding its respective liability, throughout the term of Agreement.

3. 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.
4. Pursuant to section 1012.465, Florida Statutes, contractual personnel (vendors, individuals, or entities) under contract with the Board who are permitted access on public, alternative, or charter school grounds when students are present, who have direct contact with students attending such schools or who have access to or control of school funds must undergo level 2 screening. Level 2 screening consists of fingerprinting and a background check, as set forth in section 1012.32, Florida Statutes. All contractual personnel providing services as outlined herein who meet any of the conditions set forth in section 1012.465 must undergo Level 2 screening and must require that all employees and subcontractors who meet such conditions submit to Level 2 screening. Level 2 screening shall include fingerprinting by the Board's Police Department, at the sole cost of the contractual personnel. Contractual personnel shall not begin providing services

contemplated by this Agreement with the Board until after the contractual personnel receives notice of clearance by the Board. Neither the Board, nor its members, officers, employees, nor agents, shall be liable under any legal theory for any claim whatsoever for the rejection of the contractual personnel (or discontinuation of the contractual personnel's services) on the basis of these compliance obligations. Neither the contract personnel, nor any employee, agent nor representative of the contract personnel who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes will be employed in the performance of the services set forth herein.

5. 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.

6. 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.

APPROVED AS TO TERMS
AND CONDITIONS
BY: 
DEPARTMENT HEAD

IN WITNESS WHEREOF, this Agreement has been executed on the date and year first above written. This Agreement shall be in effect from July 1, 2007, through June 30, 2008, and shall be automatically renewed yearly for up to three years, if both Parties agree.

For Palm Beach County, A Subdivision of the
State of Florida for Head Start and Children's
Services

For the School Board of Palm Beach
County, Florida

(Print Name: Duly Authorized Administrator)

Arthur C. Johnson, Ph.D.,
Superintendent

(Signature)

Date

Office or Position

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

Date

BY _____
ATTORNEY: _____