

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	-0-	_____	_____	_____	_____
External Revenue	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	-0- ~* see below ~	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No.: _____ Dept. _____ Unit _____ Object _____
 Program Code: _____

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

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

C. Departmental Fiscal Review. Tauna Malhotra
 3/26/10

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature] 4/2/2010
 OFMB 3/30/10
 2/21/10 VA 3/29/10
[Signature] 4/15/10
 Contract Dev. and Control
 6. Jan 4/6/10

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

[Signature] 4/15/10
 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, 2010, 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, 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 Head Start sites, including centers operated by Head Start grantees, their delegate agency centers and Head Start contracted community child care centers; 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, Definitions, ESE Policies and procedures, and ESE Administrators, 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 Board 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.
9. Provide services on days consistent with the Board's approved school calendar. Services missed due to conflicting schedules or student absences will not be made up.
10. Provide Extended School Year services, including transportation as needed, to eligible students at the school site nearest to their home with services available to implement the IEP; home may be considered Head Start sites.

B. The Agency agrees to:

1. Refer prekindergarten children to Child Find for determination of eligibility for special education services.
2. Provide results of all previous screenings conducted by the Agency to the Board.
3. 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.
4. Provide an appropriate classroom facility for use by the Board for the provision of special education services.

5. Provide appropriate assessment/testing and small group therapy areas with appropriate furnishings to meet the needs of the therapy schedule.
6. Submit to quarterly site reviews by the Board of Agency locations where services are provided pursuant to this agreement.
7. 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.
8. 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.
9. Without waiving the right to sovereign immunity as provided by s.768.28 f.s., both the Agency and the board acknowledges to be self-insured for General Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event that either the Agency or the Board maintains third-party Commercial General Liability in lieu of exclusive reliance of self-insurance under s.768.28 f.s., both the Agency and the Board shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. Both the Agency and the Board agree to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440. When requested, both the agency and the Board shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which both the Agency and the Board agree to recognize as acceptable for the above mentioned coverage. Compliance with the foregoing requirements shall not relieve either the Agency or the Board of its liability and obligations under this Agreement.

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 comprehensive general liability and worker's compensation coverage, unless self-insured, 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. 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.

5. 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 of 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 be in effect from July 1, 2010, through June 30, 2013.

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

DEPARTMENT HEAD

BY:

ATTORNEY:

Kalvin [Signature] 4/14/10

**APPROVED AS TO TERMS
AND CONDITIONS**

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**
[Signature]
COUNTY ATTORNEY