

**COOPERATIVE AGREEMENT BETWEEN
PATCHES, INC. (A PRESCRIBED PEDIATRIC EXTENDED CARE FACILITY)
AND
THE SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA**

This Cooperative Agreement, entered into this 26th day of July, 2011, between Patches, Inc., (A Prescribed Pediatric Extended Care facility) (hereinafter referred to as “PATCHES”), at 2959 West Midway Road, Fort. Pierce, Florida, 34981 and THE SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA, (hereinafter referred to as “BOARD”), provides the terms and conditions pursuant to the provision of services to children with disabilities in PATCHES facility.

WHEREAS, The Individuals with Disabilities Education Act has mandated that all school districts serve children with disabilities in the least restrictive environment; and

WHEREAS, the Board and PATCHES desire to educate children with complex medical needs in a facility with full-time nursing supervision;

NOW THEREFORE, in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

I. THE SCHOOL BOARD AGREES TO:

- A. Provide certified itinerant special education teachers to serve children with disabilities, who meet eligibility and have complex medical needs, during the period of this Cooperative Agreement at the following location: 2959 West Midway Road, Fort Pierce, Florida, 34981.
- B. Provide an educational program for all eligible children with disabilities on an itinerant basis;
- C. Transport equipment and materials need to implement the goals and benchmarks on each child’s Individual Educational Plan (IEP);
- D. Provide annual evaluation/observation of Board’s instructional staff;
- E. Provide funding for the program through earned FTE generated from the Florida Education Finance Program (FEFP). No funds are provided directly to PATCHES; and

II. PATCHES AGREES TO:

- A. Provide consistent, enclosed classroom space appropriate for the number and developmental level of children served including storage space for adaptive and technology equipment at PATCHES;

- B. Provide nursing services and therapeutic services;
- C. Provide medical case management;
- D. Follow the Board calendar in the provision of program services;
- E. Provide opportunity for educational programs needs to be met from 8:30am to 3:30pm; and
- F. Provide parent training.
- G. Arrange for transportation, as needed, for Medicaid eligible students.

III. PATCHES AND THE SCHOOL BOARD BOTH AGREE THAT:

- A. The effective term of this Cooperative Agreement is from July 1, 2011, through June 30, 2012;
- B. Cooperative efforts shall continue in compliance with St. Lucie County Public Schools Policies and Procedures for the Provision of Specially Designed Instruction and Related Services for Exceptional Students, and SBER 6A-6.0311 (3)(b);
- C. This Cooperative Agreement shall be reviewed on an annual basis and amended as needed;
- D. This Cooperative Agreement may be cancelled by either party for any reason with a 60-day written notice to the other party;
- E. In no event shall PATCHES employees, servants, agents, or representatives be considered as Board employees, servants, agents, or representatives;
- F. In no event shall Board employees, servants, agents, or representatives be considered as PATCHES employees, servants, agents, or representatives;
- G. All personnel provided by the Board pursuant to this agreement are Board employees subject to the rules of the School Board and applicable labor contracts. Board employees are not subject to the rules and policies of PATCHES, unless specifically stated in this agreement;
- H. This Cooperative Agreement may only be modified or amended by mutual consent of the parties in writing; and
- I. Students above Prekindergarten age will be served by mutual agreement of the parties.

IV. INDEMNIFICATION

- A. The School Board does hereby agree to indemnify and hold harmless PATCHES, to the extent of the limitations included within Florida Statutes, Section 768.28, from any and against all claims, suites, damages, or causes of action which may arise from the performance or non-performance of this agreement. However, nothing herein shall be deemed to indemnify PATCHES for any liability or claim arising out of the negligence, performance or failure of performance of PATCHES or as a result of the negligence of any unrelated third party.
- B. PATCHES does hereby agree to indemnify, hold harmless the School Board, to the extent of the limitations included within Florida Statutes, Section 768.28; from any and against all claims, suites, actions, damages, or causes of action which may arise out of the performance or non-performance of this agreement. However; nothing herein shall be deemed to indemnify the School Board for any liability or claim arising out of the negligence, performance or failure of performance of the School Board or as a result of the negligence of any unrelated third party.

V. BACKGROUND SCREENING REQUIREMENTS:

In accordance with the requirements of Sections 1012.456 and 1012.32 and 1012.467, Florida Statutes, as amended from time to time, PATCHES agrees that, if PATCHES received remuneration for services, PATCHES and all of its employees, representatives, agents, subcontractors, or suppliers who have direct contact with students will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board rules prior to providing services to the School Board of St. Lucie County.

Pursuant to the 2007 amendments to the Jessica Lunsford Act (JLA) enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under §1012.468 Florida Statute (2007). In addition, the provisions of §1012.467 Florida Statute (2007) are incorporated herein by reference, and any provisions of this Addendum that may be inconsistent with, contrary to, or determined to be in conflict with §1012.467, will be superseded by said statute.

A non-instructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468, or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice. Contractor will not be charged for this search.

Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

PATCHES agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. PATCHES agrees to require all its affected employees to sign a statement, as a condition of employment with PATCHES in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify PATCHES/Employer of any arrest(s) or conviction(s) of any offense enumerated in Section 1012.467(2)(g), Florida Statutes within 48 hours of its occurrence. PATCHES agrees to provide Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. PATCHES agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. PATCHES further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standard is subsequently arrested or convicted of any disqualifying offense. **Failure by PATCHES to notify the Board of such an arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement by the Board.**

The parties agree that failure by PATCHES to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the Board to terminate this Agreement immediately with no further responsibility to make payment or perform.

VI. FLORIDA K-20 EDUCATION CODE. PATCHES agrees to comply with all sections of the Florida K-20 Education Code, Title SLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further, PATCHES agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of the Agreement by the Board.

VII. CIVIL RIGHTS ACT OF 1964. PATCHES hereby agrees that it complies with the Title VI, of the Civil Rights Act of 1964, Title IX, of the Education Amendments of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and related regulations, and assures that it does not and will not discriminate against any student because of or on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability. PATCHES shall at all times

comply with state and local standards for health and safety of the students, whichever are more stringent.

VIII. EMERGENCY RESPONSE PLAN. PATCHES shall provide the School Board with a copy of its emergency response plan to be implemented in the event of a natural disaster or loss of power in order to ensure the continuation of educational services to the students of St. Lucie County. All PATCHES contact numbers should be updated and given to the School Board at the beginning of each school year.

IX. DRUG-FREE WORKPLACE. PATCHES agrees that it shall maintain a drug-free workplace during the term of this contact. PATCHES represents and warrants that it currently has or will have prior to services being rendered, a drug-free workplace program that complies with the following requirements:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, PATCHES's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the contractual services a copy of the statement specified in Subsection (A).
- D. In the statement specified in Subsection (A), notify the employees that, as a condition of providing the contractual services, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction of any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

Any violation of this section shall constitute a breach of this contract and may result in immediate termination of this contract.

X. CONFIDENTIALITY. PATCHES understands and agrees that it is subject to all federal and state laws and School Board rules relating to the confidentiality of student

information. PATCHES further agrees to comply with the Family Education Rights and Privacy Act (“FERPA”). PATCHES shall regard all student information as confidential and will not disclose this student information to any third party.

XI. VENUE. 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 St. Lucie County. Each party shall be responsible for its own attorneys’ fees and costs incurred as a result of any action or proceeding under this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement to be executed by their respective and duly authorized officers the day and year first above written.

SCHOOL BOARD OF ST. LUCIE
COUNTY, FLORIDA

PATCHES, INC.

By: _____
KATHRYN HENSLEY, Chair

By: _____
Name: Rochelle Scavella,
Administrator

Attest:

MICHAEL J. LANNON, Superintendent
and Ex-Officio Secretary

Reviewed and approved for legal sufficiency:

Daniel B. Harrell
School Board Attorney