

**Interagency Agreement between Circuit 19 Florida Department of Children  
 and Families  
 School Board of SAINT LUCIE County  
 Florida Department of Juvenile Justice  
 Florida Agency for Persons with Disabilities  
 Workforce Development Board of the Treasure Coast, dba “Workforce  
 Solutions”, and United For Families  
 To Coordinate Services for Children Served by the Florida Child Welfare  
 System**

The Department of Children and Families (DCF), the School Board of SAINT LUCIE County, the Department of Juvenile Justice, the Agency for Persons with Disabilities (APD), and the Workforce Development Board of the Treasure Coast, Inc, dba Workforce (WORKFORCE SOLUTIONS), the Parties, enter into this interagency agreement to coordinate their respective responsibilities for furnishing educational and vocational services and supports for children known to the Department of Children and Families, acting through their contracted Community Based Care providers throughout the State of Florida. The coordination of services and supports across agencies is critical to positive educational and meaningful life outcomes for Florida’s children. Such services require the coordinated flow of information across multiple child-serving agencies to ensure that policy, procedure, service delivery and resource development are provided in a manner that maximizes the likelihood of positive outcomes.

The specific terms and conditions of this agreement are as follows:

**1. Effective Date**

The terms of this Interagency Agreement shall begin on the date of the last signature and shall continue until June 30, 2012. The agreement shall be reviewed by July 1, 2012, and be renewed and/or renegotiated as needed.

**2. Definitions.**

- a. “Children known to the Department” (hereinafter “youth”) means children who are found to be dependent or children in shelter care.
- b. “Parent” means either or both parents of a student, any guardian of a student, any person in a parental relationship to a student, or any person exercising supervisory authority over a student in place of a parent.
- c. “Surrogate parent” means an individual appointed to act in the place of a parent in educational decision-making and in safeguarding a

student's rights under the Individuals with Disabilities Education Act ("IDEA").

### **3. General**

The Parties acknowledge that the well-being of children, youth and young adults across child and youth serving systems and the progress of the youth in appropriate educational and career/technical (vocational) programs requires a commitment of the Parties to work together. Further, stability within the educational setting and educational progress, including progress toward post-secondary education, and employability skills through either vocational or post-secondary education are important to the youth served by all parties to this agreement. The Parties consequently agree to the following:

- a. SCHOOL BOARD OF SAINT LUCIE COUNTY is the Local Education Agency ("LEA") for the Individuals with Disabilities Education Act ("IDEA") and an administrative entity for Section 504 of the Rehabilitation Act of 1973 and must fulfill its obligations for educationally relevant services to children and youth with disabilities that interfere with their learning or inhibit their access to the education environment before, during and after the ages of compulsory school attendance. Pursuant to IDEA, some students with disabilities are eligible to attend school up to age 22; and
- b. DCF is the state agency to provide, either directly or through contracted Community Based Care providers, child welfare services under Florida Statutes and Administrative Rules; and
- c. Section 39.0016(3), Florida Statutes, requires DCF to enter into an agreement with SCHOOL BOARD OF SAINT LUCIE COUNTY regarding the education and related care of children known to the department; section 39.0016(4), Florida Statutes, also requires DCF to enter into local agreements with district school boards or other local education entities regarding children known to the department who are of school age and children known to the department who are younger than school age but who would otherwise qualify for services from the district school board; and
- d. AWI is the state agency responsible for job training and employment services and functions as the grant recipient of federal workforce funds and administrative entity for Workforce Florida, Inc. Workforce Solutions is the regional workforce Board responsible for providing workforce training and services in Martin, St. Lucie, Indian River and Okeechobee Counties. The youth subject to this agreement will receive a priority status in services by WS; and

e. AWI's Office of Early Learning (OEL) is the lead agency charged with administering Florida's early childhood education system. OEL partners with DOE and DCF to provide a comprehensive early childhood education system. The system is composed of three primary programs:

a) Child Care Resource and Referral (CCR&R) is a service provided to parents throughout the state that assists parents in making educational decisions related to their childcare needs;

b) Florida's School Readiness program provides eligible children and families with quality child care and educational activities: and

c) Florida's Voluntary Pre-K (VPK) program is a constitutionally mandated program allowing eligible 4 year olds the opportunity to participate in a high quality educational program at no charge.

f. Workforce Development Board of the Treasure Coast dba "Workforce Solutions" is the regional Workforce board which serves as the designated agency for purposes of federal workforce development grants, disperses grants pursuant to the plans and policies of Workforce Florida, Inc. for Workforce Region 20, and provides training and employment services to local participants.

g. APD serves as the designated agency for purposes of providing support to individuals, in this case children, youth, and young adults with developmental disabilities in living, learning and working in their communities. APD provides critical services and supports to eligible children and youth with developmental disabilities to assist that youth in reaching their full potential as they mature into adult life. The agency serves people with spina bifida, autism, cerebral palsy, Prader-Willi syndrome, and mental retardation; and

h. The Department of Juvenile Justice ("DJJ") is the designated state agency that provides preventive, rehabilitative and correctional services for youth in the juvenile delinquency system. DJJ recognizes the importance of ensuring educational opportunities for children and youth and will work with the parties to this agreement in ensuring educational services consistent with other agreements for youth jointly served.

i. United for Families ("UFF") is the lead agency for Community Based Care in Circuit 19, contracted with DCF to provide child welfare and related services to children in Circuit 19.

j. The children and youth covered by this agreement are those children and youth known to DCF who are being served while remaining in their own homes, and those who have been placed by DCF or by order of the court in a licensed setting in a shelter home or facility, a foster family or group home, a residential child care institution, or in an unlicensed setting with a relative or non-relative, or any combination thereof; and

k. Youth may have, or be “at risk” of developing academic and/or behavioral problems possibly due to the disruption in their lives and may require services including, but not limited to, those included in the Guide to Improve Educational Opportunities for Florida’s Foster Youth and defined by section 1003.01 (3) (b) and (10), Florida Statutes; section 1003.53; Florida Statutes, section 39.0016(4), Florida Statutes; and section 445.004(10), Florida Statutes.

l. The provisions of Section. 39.0016, Florida Statutes, establish standards and not rights, and do not require the delivery of any particular service or level of service in excess of existing appropriations. The provisions do not require the expenditure of funds to meet the standards except funds specifically appropriated for such purpose.

#### **4. Liaisons.**

Each party to this Interagency Agreement will appoint a liaison, with the intent that such Liaisons shall be responsible for implementation of the requirements in this Agreement. The Liaisons shall work to achieve appropriate educational, job training and employment services for the youth subject of this agreement; and shall work cooperatively to resolve systemic issues statewide and locally, as well as any individual youth-specific issues. These liaisons will work cooperatively to resolve local educational system issues as well as youth specific educational service issues for the youth. The liaison list will be updated quarterly and forwarded to each of the parties to this agreement.

a. The Liaisons will use the Guide to Improve Educational Opportunities for Florida’s Foster Youth to draft or modify local policies related to the Interagency agreement.

b. The Liaisons will meet at least quarterly to discuss and resolve systemic issues. Meetings to discuss youth-specific cases must be convened without delay.

## **5. Training and Staff Development.**

DCF, UFF and SCHOOL BOARD OF SAINT LUCIE COUNTY agree to the provision of specific training and staff development related to the implementation of this Agreement to share expertise and better serve the youth:

a. DCF/UFF shall incorporate an education component into all training programs for relevant staff of their agency and contractors regarding the youth. DCF shall utilize, and refer relevant staff and contractors to, trainings on educational issues that are currently provided by the Florida Department of Education (DOE). DCF shall offer opportunities for education, APD, DJJ, and workforce personnel to participate in such training, which shall include:

1) Training for parents and families in cases in which reunification is the goal, or for pre-adoptive parents when adoption is the goal, so that such parents and care givers learn how to access the services needed to produce positive educational outcomes for the youth and the importance of their involvement in the education and life of the youth;

2) Training for dependency caseworkers, foster parents (substitute care givers or providers) and waiver support coordinators to include information on the rights of the youth to an education, the role of an education in the development and adjustment of a youth, the proper and varied ways to access education and related services for the youth, and the importance and strategies for parental involvement in education for the success of the youth;

3) Training of dependency caseworkers regarding the services and information available through the DOE or SCHOOL BOARD OF SAINT LUCIE COUNTY, and other education related organizations such as the Florida Diagnostic and Learning Resource Services (FDLRS) including, but not limited to, the current Sunshine State Standards, the Surrogate Parent Training program and Manual, and other resources accessible through the DOE or SCHOOL BOARD OF SAINT LUCIE COUNTY to facilitate educational access for a youth or his or her parents or family.

b. SCHOOL BOARD OF SAINT LUCIE COUNTY shall encourage the practice of allowing Guardians Ad Litem and foster parents to attend surrogate parent training offered by school district Exceptional Student

Education (ESE) staff or other persons designated by the school district. This includes the promotion of the use of the FDLRS in the recruitment and training of surrogate parents.

c. SCHOOL BOARD OF SAINT LUCIE COUNTY shall share information regarding resources for Independent Living transition and transition planning, and will work with DCF/UFF to develop suggested guidelines for transition plans to meet the needs of special needs students.

d. SCHOOL BOARD OF SAINT LUCIE COUNTY shall encourage participation by local School Board staff in DCF's Dependency Court Improvement Conference and other conferences, including providing suggestions for speakers and training materials.

e. DCF and UFF will promote practices that engage caseworkers and foster parents in the education of youth such as attendance at parent-teacher conferences, school open houses, and other events significant to the education of the youth and creating the message to the youth that his or her education is important to the adults in his or her life.

## **6. Sharing of Information.**

Each Party agrees:

a. To promote to the fullest extent permissible and in compliance with federal law, Florida Statutes, including but not limited to Chapters 39, 984 and 985, Florida Statutes, and Section 1002.22, Florida Statutes, and Administrative Rules and in furtherance of the work of the Children and Youth Cabinet, the sharing of information on the youth when it is relevant to their educational growth including post secondary pursuits, job training, employment or other benefits;

b. That it may be necessary to restrict information sharing due to statutory prohibitions other than those enunciated in Section 39.202, Florida Statutes. It is understood that the sharing of student records with parental or custodial consent does not abrogate the confidentiality of the records as to other non-designated parties;

c. To continue to improve the technical interface among state and local automated data systems of the Parties to provide for the efficient sharing of information;

d. To promote the sharing of all information, including lists of services available in each local area, on an on-going basis. In particular, SCHOOL BOARD OF SAINT LUCIE COUNTY shall promote the

identification of the services available within the school district that the school district believes are reasonably necessary to meet the needs of, and to facilitate educational access for, the youth. A listing of these services shall be provided by the SCHOOL BOARD OF ST. LUCIE COUNTY liaison, to RWB, DJJ, APD and DCF staff. The services identified shall include, but not be limited to, current Sunshine State Standards, the Surrogate Parent Training Manual, diploma options, graduation requirements, virtual school, career/technical (vocational) programs and other resources accessible through SCHOOL BOARD OF SAINT LUCIE COUNTY to facilitate educational access for a youth. WORKFORCE SOLUTIONS shall promote the identification of employment and training services available at each Regional Workforce Board (RWB) One Stop Career Center and the availability of a listing of these services for local SCHOOL BOARD OF SAINT LUCIE COUNTY and DCF staff. RWBs will provide current information on available youth services on their websites;

e. That it is necessary to obtain appropriate consent or court authorization to share information. DCF and UFF shall take all steps necessary to promote consent by the court, natural parent(s) and/or legal guardians of the youth to enable school districts and DJJ and Regional Workforce Board (RWB) staff to provide to DCF and UFF the educational and job training records for the youth. Local School Districts have consent forms for this purpose;

f. That DCF, APD, DJJ, UFF and WORKFORCE SOLUTIONS shall promote the maintenance of current databases of clients/consumers and their respective caseworkers/waiver support coordinators and the periodic updating of these databases to reflect changes;

g. That DCF and UFF agree to :

1) The notification by DCF and UFF staff to the school and school district in which a youth is enrolled of the name and phone number of the youth, the youth's caregiver, the surrogate parent if one is appointed by the court, and the youth's caseworker for safety purposes.

2) The establishment of a protocol for DCF and UFF to share information about a youth with the school district, DJJ and APD when appropriate, consistent with the Family Educational Rights and Privacy Act and relevant state statutes, since the sharing of information will assist these agencies in obtaining education and related services for the benefit of the youth. This protocol shall establish the use of the Florida Safe Families Network case

management system (FSFN) by school district personnel to include:

- a. Type of information to be accessed,
- b. Security issues,
- c. Number of individuals having access in each school district,
- d. An understanding that this information concerns only students placed in out of home care by DCF and cannot be used for any other purposes.

h. That SCHOOL BOARD OF SAINT LUCIE COUNTY agrees to the following requirements:

- 1) The establishment of local procedures to ensure continued access to the Free and Reduced Lunch Program for eligible students upon notification regarding a youth's change of status to "a child known to the department."
- 2) Access to information on youth's attendance to the DCF and UFF Liaison in order to support continued school attendance and agency collaboration.
- 3) The establishment of local procedures to ensure that a transcript of each student's annual academic record is made available to DCF or UFF at the end of each grading period.

i. That DCF or its Community Based Care providers shall establish procedures to provide the youth's school and the district School Board's Foster Care Educational Liaison (FCEL) a copy of the Foster Care School Registration Form at initial removal of the youth from the natural parents and any subsequent change in a youth's status in state care that affects the delivery of services under this Agreement. Attached to that Registration Form shall be a copy of any court order that prohibits the natural parent or any other person from contact with the student and information from any other court order which may be relevant to the youth's educational program or setting;

j. DCF or its Community Based Care providers shall ensure that the Foster Care School Registration Form and its attachments are provided to the assigned school at the time of the status change in foster care status or no later than 72 hours subsequent to the change. A change in caseworker shall result in the submission of a new Foster Care School Registration Form so that the school has accurate contact information; and



k. DCF or its Community Based Care providers shall ensure, upon proper release, that current psychological and/or psychiatric evaluations of the youth that were obtained by DCF or its Community Based Care providers and have relevant information related to the educational needs of the youth, shall be provided to the assigned District School Board, DJJ, APD and Regional Workforce Board FCE Liaisons, who in turn shall ensure that the information is considered in determining the educational, habilitation, job training and employment services required to meet the needs of the youth. A court order for the exchange of information may substitute for a release, if it is determined by the court to be in the best interest of the youth.

l. DCF shall provide access to SCHOOL BOARD OF SAINT LUCIE COUNTY to its Florida Safe Families Network (FSFN) case management system to obtain information about children known to the department, consistent with the Family Educational Rights and Privacy Act (FERPA) as determined in the state level protocol for DOE FSFN Access, under s. 39.0016 , F.S.

## **7. Educational Stabilization.**

In order to facilitate the school attendance necessary for academic achievement, the Parties will explore methods of encouraging prompt enrollment, continuation of youth in the school of origin whenever safe and feasible, and regular attendance within their respective systems. Specifically but not exclusively, the Parties will discourage practices that remove youth from school to attend appointments and dependency court dates, and non-emergency changes of placement during a school quarter or semester. SCHOOL BOARD OF SAINT LUCIE COUNTY, DCF and UFF shall take the following steps to support school stability for youth who experience a change in out-of-home placement:

- a. Promote program initiatives to facilitate the effective and efficient delivery of education and related services to eligible youth placed in licensed shelter care, foster care and other out-of-home settings;
- b. Promote the placement of youth in shelter care and foster care homes within or closest to their home school boundaries to facilitate stabilization of school placements;
- c. Promote the continuity of school placement for youth who are in an out-of-home placement when they move to a placement in a new school zone, including procedures that allow requests for school reassignment and transportation when appropriate;

- d. Promote the provision of transportation for youth living in an out-of-home placement when it is in the best interest of the youth to attend a school not within the approved school assigned boundaries of the out-of-home placement location;
- e. Promote recognition of the authority of foster parents to enroll in school the youth who are in their care; and
- f. Identify and recommend the removal of any statutory or administrative rule, policy or practice that creates a barrier to prompt and continuous enrollment in an appropriate school or program for youth.
- g. Promote the practice of changing schools during vacations or other logical breaks to minimize disruption of educational services.

## **8. Transportation.**

The designated Parties below agree to promote the availability of transportation resources for youth who are in out-of-home care to ensure that they can access education, job training and employment services, as follows:

- a. DCF, UFF and SCHOOL BOARD OF SAINT LUCIE COUNTY will explore the use of funding provided by the McKinneyVento Act for youth in emergency shelter care;
- b. DCF and UFF shall explore transportation options including the use of Title IV E funding to support such options as the purchase of public bus system passes;
- c. DCF, UFF and SCHOOL BOARD OF SAINT LUCIE COUNTY shall explore the funding of transportation and assess the availability of federal, charitable, or grant funding for such transportation; and
- d. DCF or its Community Based Care providers shall retain the responsibility to coordinate temporary transportation for youth to and from school during the time that transportation by the school system is being arranged.

## **9. Dependency Case Planning.**

The Parties agree that all case plans relating to a youth should be coordinated.

- a. The Parties shall promote the involvement of school district, APD and DJJ, when appropriate, and Regional Workforce Board personnel

in the DCF dependency case planning process, as necessary, to effectively address educational, developmental or other disabilities, job training and employment issues regarding the youth. DCF or UFF shall notify the District School Board Liaison and the Regional APD FCE and DJJ Liaisons, when appropriate, of DCF case planning for a youth, both at the time of plan development and plan review. Within the plan development or review process, the school district may be asked to provide relevant educational information regarding the youth. DCF or UFF shall provide this notification to the Regional Workforce Board FCE Liaison when there is documentation in the DCF/UFF case file of a youth's involvement in Workforce services. DCF/UFF shall provide notice to APD when a youth has been deemed eligible for APD services, whether he or she is receiving services or is on a wait list. Further if there is reason to believe the youth needs to be referred for APD services and has not been so referred, the DCF/UFF person responsible for the case shall make the appropriate referral as soon as practicable. APD shall advise if a waiver support coordinator has been assigned to the youth and provide contact information so that person may also be invited to the dependency case planning when appropriate. DJJ will participate when appropriate in dependency case planning;

b. SCHOOL BOARD OF SAINT LUCIE COUNTY shall promote the provision of individualized student intervention for all youth, when appropriate and when individual student needs require an intervention. Individual interventions are also provided to students with disabilities who have Individual Educational Plans (IEPs) or Section 504 plans, when a determination has been made through legally appropriate criteria that intervention services are required. The intervention or IEP must include strategies to enable the youth to maximize the attainment of educational goals; and

c. DCF, UFF and SCHOOL BOARD OF SAINT LUCIE COUNTY shall cooperate in ensuring that each youth has a legally appropriate educational decision-maker and identify that person in the case plan. If the school system or the court has appointed a surrogate parent for education decision making, that individual shall be invited to the portion of the case plan review regarding the youth.

#### **10. Pursuit of Post Secondary Education.**

The Parties recognize the importance of encouraging post-secondary education pursuits for the youth and agree to work collaboratively to encourage continued education to the highest level achievable for as many youth as possible. SCHOOL BOARD OF SAINT LUCIE COUNTY will assist the Parties with the education of youth known to the department (as well as

youth adopted over the age of 16) regarding the availability of financial assistance to include tuition exemptions, fee waivers and Road to Independence and related funding from the State to help with post-secondary pursuits. SCHOOL BOARD OF SAINT LUCIE COUNTY shall promote the provision of on-going guidance support for the children/youth to ensure that they are aware of post-secondary options as to all relevant school and financial opportunities and will include strategies for providing on-going guidance.

#### **11. Priority Employment, Training and Support Service, and Early Learning Programs.**

The Parties recognize the importance of the Regional Workforce Boards in providing employment and support for the youth, including but not limited to eligible foster care participants receiving independent living transition services, youth in the juvenile justice system, and youth with disabilities. WORKFORCE SOLUTIONS shall facilitate the provision of such services and support by promoting the following activities:

- a. Attendance of child welfare staff at Regional Workforce Board meetings;
- b. Providing DCF and UFF a description of local referral processes for employment and training services;
- c. Informing the various stakeholders about the available service array and the need for services;
- d. Distributing information about career awareness opportunities and promoting labor market information on jobs in demand at the state and local level for the appropriate education level of each youth;
- e. Establishing strategies for coordination of the various funding sources and services regarding employment and training; and
- f. Exploring ways to collaborate improve and expand on Operation Full Employment with DCF.

WORKFORCE SOLUTIONS will participate in AWI's statewide effort to promote the Strengthening Youth Partnership, a sustained dialogue to improve programs, services and outcomes for at-risk youth by integrating complementary services, identifying duplicative efforts, gaps in services, and resource alignment. This partnership involves interagency and Regional Workforce Board collaboration.

**12. Opening and Closing of Licensed Residential Programs.**

In order to give the respective agencies sufficient time for program and resource planning, DCF shall ensure by contract that Community Based Care providers give written notice to the District School Board and Regional Workforce Board Liaisons prior to opening or closing a group residential program.

**13. Parental Rights/Exceptional Student Education (ESE).**

In order to ensure that the youth receive an appropriate education consistent with the Individuals with Disabilities Education Act and state implementing laws, rules, and assurances, the coordination of services for a youth who has or may have a disability, may include:

- a. Referral for screening and evaluations to determine eligibility;
- b. Sharing of evaluations between the Parties, as appropriate;
- c. Provision of specially designed instruction, special education and related services appropriate for the needs and abilities of a youth;
- d. Coordination of services and plans between the school and the youth's residential setting to avoid duplication or conflicting service plans;
- e. Appointment of a surrogate parent by the school district or the dependency court, consistent with the Individuals with Disabilities Education Act, for educational purposes for a youth who qualifies as soon as the child is determined to be without a parent to act for the youth. A surrogate parent shall be appointed as provided by law with consideration given to individuals who know the youth, and recommendations made by DCF, UFF and the courts, without regard to where the youth is placed, so that one surrogate parent can follow the education of the youth during his or her entire time in state custody; (Section 300.519 of Title 34 of the Code of Federal Regulations and Section 39.0016, Florida Statutes).

**14. Psycho-educational and Psychological Assessments:**

- a. DCF, to the extent feasible, shall require contracted agencies and individuals performing psycho-educational assessments of the youth to

use evaluation instruments and procedures that are consistent with SCHOOL BOARD OF SAINT LUCIE COUNTY and school district requirements as outlined in school districts' with the ESE Policies and Procedures for the Provision of Special Instruction and Services for Exceptional Students; and

b. SCHOOL BOARD OF SAINT LUCIE COUNTY acknowledges the requirement for the consideration of outside assessments including those completed by DCF contracted agencies and individuals when they are consistent with evaluation instruments and procedures established by the district school board.

### **15. Independent Living Skills.**

DCF, UFF and SCHOOL BOARD OF SAINT LUCIE COUNTY agree to promote collaborative programming, as required by IDEA, for each youth who has or is suspected of having a disability and is 14 years of age and older to include independent living transition planning by DCF, UFF and all of the youth's service providers to meet the requirements of the local school district for educational purposes. The collaboration shall be designed to enhance but not supplant DOE's responsibilities under IDEA. This collaboration will work to promote educational progress and to assist students in acquiring essential independent living skills, including readiness for pursuit of higher education goals and/or employment. Where applicable, the Parties shall also undertake collaborative programming on independent living skills and post high school opportunities for the youth not having a known or suspected disability.

### **16. Early Intervention.**

DCF, UFF and SCHOOL BOARD OF SAINT LUCIE COUNTY shall engage in collaborative efforts and develop protocols for identifying preschool age youth who may qualify for Part C of IDEA, Infants and Toddlers with Disabilities, early intervention services for youth ages birth through 2 and Part B of IDEA for youth over 3. The Parties shall develop and implement protocols to ensure compliance with the Child Abuse Prevention and Treatment Act (CAPTA) requirement that referrals be made for a Part C evaluation for all youth ages birth to 3 where there has been an administrative finding of child abuse or neglect, and it is suspected the youth may be eligible for and in need of services specified under, Part C of IDEA.

### **17. Agency Designees.**

The Parties agree that for the purpose of executing, administering and monitoring compliance with the requirements of this agreement:

- a. School Board of SAINT LUCIE COUNTY's designee shall be the, Assistant Superintendent of Student Services and Exceptional Student Education who may designate an administrator;
- b. DCF's designee shall be the Circuit Administrator, who may designate an administrator ;
- c. WORKFORCE SOLUTIONS's designee shall be the Director of WORKFORCE SOLUTIONS, who may designate an administrator;
- d. APD designee shall be the Area Administrator of APD, who may designate an administrator.
- e. DJJ's designee shall be the Chief Probation Officer, who may designate an administrator.
- f. UFF's designee shall be the Chief Executive Officer, who may designate an administrator.

#### **18. Interagency Dispute.**

Each Party agrees to comply with the following steps in the case of an interagency dispute:

- a. Step 1 is resolution of the dispute among the staff who surfaced the issue; and
- b. Step 2 is resolution of the dispute among the signatories to this agreement.

#### **19. Evaluation.**

Each Party agrees to participate, as appropriate, in evaluations conducted by the agencies or a neutral third party as agreed upon by the Parties to determine the effectiveness of the Agreement and to make recommendations for future enhancements that may benefit children known to the department.

#### **20. General Conditions**

- a. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.
- b. **No Third Party Beneficiaries.** This Agreement does not confer any additional rights or obligations enforceable by a third party beyond

those rights and obligations created by federal and state law. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of this agreement.

c. **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

d. **Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law. Each Party shall comply with confidentiality requirements pursuant to federal and state law including, but not limited to Chapter 39, regarding child abuse records, as well as applicable sections of the Health Insurance Portability and Accountability Act (HIPAA) and The Family Education Rights and Privacy Act (FERPA).

e. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

f. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto.

g. **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.



h. **Waiver.** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

i. **Compliance with Laws.** Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

j. **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida and federal law. Any controversy or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state court of the Nineteenth Judicial Circuit, in and For Saint Lucie County, Florida, for claims under state law and in the Southern District of Florida for claims justiciable in federal court.

k. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

l. **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any Party without the prior written consent of the other Parties.

m. **Force Majeure.** None of the Parties shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, tornado, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control any of the Parties, and which cannot be overcome by reasonable diligence and without unusual expense.

n. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalid, illegal, unlawful, unenforceable or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such

invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

o. **Notice.** When any of the Parties desire to give notice to the other, such notice must be in writing, addressed to the Party for whom it is intended at the place last specified. The address for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective Party and place for giving notice:

Peter Karlan, Area 15 Program Administrator  
Agency for Persons with Disabilities  
337 North U.S. Highway # 1  
Fort Pierce, Florida 34950

Richard Stetson, President/CEO  
Workforce Solutions  
584 N.W. University Boulevard, Suite 100  
Port Saint Lucie, Florida 34986

Vern Melvin, Circuit Administrator  
Department of Children and Families  
337 North U.S. Highway # 1  
Fort Pierce, Florida 34950

Michael J. Lannon, Superintendent  
School Board of SAINT LUCIE COUNTY  
4204 Okeechobee Road  
Fort Pierce, Florida 34947

Wydee'a Wilson, Chief Probation Officer  
Department of Juvenile Justice  
2215 South 25<sup>th</sup> Street  
Fort Pierce, Florida 34947

Christine Demetriades, Chief Executive Officer  
United for Families  
10570 South U.S. Highway # 1  
Port Saint Lucie, Florida 34952

IN WITNESS WHEREOF, the Parties have caused their hand to be set to this Agreement written by their respective authorized officials thereto.

**AGENCY FOR PERSONS WITH DISABILITIES**

\_\_\_\_\_  
Program Administrator Date

**WORKFORCE DEVELOPMENT BOARD OF THE TREASURE COAST, dba  
WORKFORCE SOLUTIONS**

\_\_\_\_\_  
President/CEO Date

**DEPARTMENT OF CHILDREN AND FAMILIES**

\_\_\_\_\_  
Circuit Administrator Date

**SCHOOL BOARD OF SAINT LUCIE COUNTY**

\_\_\_\_\_  
Superintendent Date

**DEPARTMENT OF JUVENILE JUSTICE**

\_\_\_\_\_  
Chief Probation Officer Date

**UNITED FOR FAMILIES**

\_\_\_\_\_  
Chief Executive Officer Date