

**Interagency Agreement Between
Florida Department of Children and Families
Florida Department of Education
Florida Department of Juvenile Justice
Florida Agency for Persons with Disabilities
and
Florida Agency for Workforce Innovation
To Coordinate Services for Children Served by the Florida Child Welfare
System**

The Department of Children and Families (DCF), the Department of Education (DOE), the Department of Juvenile Justice (DJJ), the Agency for Persons with Disabilities (APD), and the Agency for Workforce Innovation (AWI), 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, 2011. The agreement shall be reviewed by July 1, 2010, and be renewed and/or renegotiated as needed.

2. Definitions.

- a. "Children known to the Department" or "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. DOE is the State Education Agency (SEA) for the Individuals with Disabilities Education Act 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(2), Florida Statutes, requires DCF to enter into an agreement with DOE regarding the education and related care of children known to the department; section 39.0016(2), 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. The youth subject to this agreement will receive a priority status in services by AWI; 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. APD is the agency responsible for providing all services provided to persons with developmental disabilities under Chapter 393, Florida Statutes, including the operation of all state institutional programs and the programmatic management of Medicaid waivers established to provide services to persons with developmental disabilities. APD provides critical services and supports to eligible children and youth with developmental disabilities. The agency serves people with spina bifida, autism, cerebral palsy, Prader-Willi syndrome, and mental retardation; and
- g. DJJ is the designated state agency that provides preventive, rehabilitative and intervention 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.
- h. 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
- i. 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 sections 1003.01(3)(b) and 1003.01(10), Florida Statutes; section 1003.53; Florida Statutes, section 39.0016(2), Florida Statutes; and section 445.004(10), Florida Statutes.

j. 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. Inter-Agency Collaboration.

Each party will designate a representative from each party's respective agency to oversee the implementation of this Agreement. In order to support continued collaboration, the agency designees will meet at least quarterly, and every six months will prepare a progress report on the agreement and its components which shall be transmitted to the agency principals in its entirety. The principals or their designees may appoint workgroups to meet on an as-needed basis. The agency principals agree the work under this agreement shall include all efforts necessary to improve the education and employment outcomes of the youth. The parties will refer to the Guide to Improve Educational Opportunities for Florida's Foster Youth in improving educational services to the youth. Areas of work shall specifically include but not be limited to:

- a. The review of all state statutes, administrative rules and state plans involving services provided by each party to the youth to ensure that they are consistent with the purposes and requirements of this agreement;
- b. A report, in the first six-months following the execution of this Agreement, to the agency principals and/or designees specifying all such statutes, rules and plans that must be amended in order to fully implement this agreement along with a recommended prioritization and completion time frame;
- c. Recommendations to the Commissioner of Education, the Secretary of DCF, the Director of APD, the Director of AWI, and the Secretary of DJJ, regarding changes needed in procedures, processes, guidelines and policies as they impact the youth;
- d. Defining and establishing or enhancing existing related communication protocols, identification of responsible staff, and facilitation of prompt and substantive information sharing and communication among the Parties;

- e. The provision of technical assistance as requested in the development of local interagency agreements between DCF circuits and school boards as required by section 39.0016 (2), Florida Statutes;
- f. A review of the 2004 Reauthorization or later revisions of the Individuals with Disabilities Education Act and the Fostering Connections Act of 2008 to determine which provisions should be comprehensively addressed in the first annual review and revision of this Agreement.

5. Liaisons.

The Department of Education agrees to promote the appointment of a Liaison for each district school board; the Secretary of DCF agrees to appoint or promote the appointment of a Liaison in each DCF circuit/region or community-based care provider; the Director of APD agrees to appoint or promote the appointment of a Liaison in each APD area office; AWI agrees to appoint or promote the appointment of a Liaison for each Regional Workforce Board; and DJJ agrees that the Chief Probation Officer in each judicial circuit shall serve as a Liaison for purposes of this Agreement, 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. Within 90 days of the effective date of this Agreement, each DCF Liaison shall contact the other Liaisons for the specific geographic region to convene a meeting to use the Guide to Improve Educational Opportunities for Florida's Foster Youth to draft or modify the local interagency agreement. Local community based care agencies should participate on behalf of youth who are involved with the child welfare system.
- 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.

6. Training and Staff Development.

DCF and DOE 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 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 DOE. DCF shall offer opportunities for education, APD, DJJ, and AWI 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 the 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 DOE and local school districts, 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 local school districts to facilitate educational access for a youth or his or her parents or family.

b. DOE shall promote 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. (24 C.F.R. section 300.519)

c. DOE shall offer resources for Independent Living transition and transition planning, and will work with DCF to develop suggested guidelines for transition plans to meet the special needs of students.

d. DOE 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 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.

7. 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 and 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, DOE shall promote the identification of the services available within each 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 local school district liaisons, 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 DOE or Local School Districts to facilitate educational access for a youth. AWI shall promote the identification of employment and training services

available at each Regional Workforce Board One Stop Career Center and the availability of a listing of these services for local school district and DCF staff. DOE shall provide updates of state resources to DCF annually and upon significant change. Regional Workforce Boards 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 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 staff to provide to DCF the educational and job training records for the youth. Local School Districts have consent forms for this purpose;

f. That DCF, APD, DJJ and AWI 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 shall promote the inclusion in the local agreements of the following requirements:

1) The notification by DCF 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 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 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; and
- 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 DOE shall promote the inclusion in the local agreements of the following requirements:

1) The establishment of local procedures to ensure continued access to the Free and Reduced Lunch Program 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 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 provided to DCF 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.

I. DCF shall provide access to DOE to its Florida Safe Families Network case management system to obtain information about children known to the department, consistent with the Family Educational Rights and Privacy Act as determined in the state level protocol for DOE FSFN Access, under section 39.0016(2)(a), F.S.

8. 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. DOE and DCF 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.

9. 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 and DOE will explore the use of funding provided by the McKinneyVento Act for youth in emergency shelter care;
- b. DCF 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 and DOE 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.

10. 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 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 shall provide this notification to the Regional Workforce Board FCE Liaison when there is documentation in the DCF case file of a youth's involvement in Workforce services. DCF shall notify APD when a youth APD has determined is eligible for APD services, whether he or she is receiving services or is on a wait list, has been found to be dependent or placed in shelter care. Further if there is reason to believe the youth

needs to be referred for APD services and has not been so referred, the DCF 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. DOE shall promote the requirement that district school boards provide 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 and DOE 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.

11. 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. DOE 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. DOE shall promote the provision of on-going guidance support for the youth to ensure that they are aware of post-secondary options as to all relevant school and financial opportunities and will encourage school districts to include strategies for providing on-going guidance support in local agreements.

12. 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. AWI

shall facilitate the provision of such services and support by promoting the following activities on the local level:

- a. Attendance of child welfare staff at Regional Workforce Board meetings;
- b. Providing DCF 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.

AWI shall also promote the Strengthening Youth Partnership, by organizing a state effort for 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.

13. 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.

14. 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 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; (24 C.F.R. section 300.519 and section 39.0016, Florida Statutes).

DOE shall take lead responsibility and DCF shall cooperate in reviewing the Surrogate Parent Training and Manual to determine revisions needed to bring that material into compliance with current law and best practices.

15. Independent Living Skills.

DCF and DOE 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 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. DOE as the State Education Agency (SEA) shall provide oversight through its monitoring processes for Local Education Agencies to meet the expectations as stated in federal law and regulations and state statutes and rules regarding transition services for students with disabilities. The SEA has a particular interest in working with DCF to fulfill its mandates and assurances 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 and DOE 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. Headquarters Interagency Meeting (Tallahassee)

DCF, DOE, APD, DJJ and AWI will continue to meet on a regular basis to collaborate on developing interagency strategies and initiatives to enhance the coordination and quality of educational services both as part of this agreement and in furtherance of the work of the Children and Youth Cabinet.

18. Agency Designees.

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

- a. DOE's designee shall be the Commissioner of Education, who may designate an administrator;
- b. DCF's designee shall be the Secretary of DCF, who may designate an administrator;
- c. AWI's designee shall be the Director of AWI, who may designate an administrator;
- d. APD's designee shall be the Director of APD, who may designate an administrator; and
- e. DJJ's designee shall be the Secretary of DJJ, who may designate an administrator.

19. 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 agency heads, i.e., the Commissioner of Education, the Secretary of DCF, the Director of APD, the Secretary of DJJ, and the Director of AWI, or their designees.

20. 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.

21. 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 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 2nd Judicial Circuit, Leon County, of Florida, or the United States District court for the Northern District of Florida, Tallahassee Division.

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:

George Shelton, Secretary
Department of Children and Families
1317 Winewood Boulevard
Tallahassee, FL 32399-0700

Dr. Eric J. Smith, Commissioner
Department of Education
325 West Gaines Street
Tallahassee, FL 32399

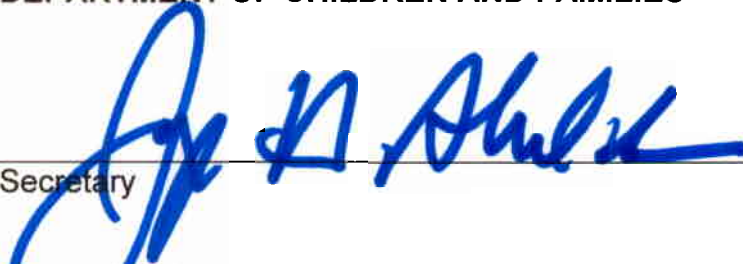

Frank Peterman, Jr., Secretary
Department of Juvenile Justice
2737 Centerview Drive
Tallahassee, FL 32399-3100

Jim DeBeaugrine, Director
Agency for Persons with Disabilities
4030 Esplanade Way
Tallahassee, FL 32399-0950

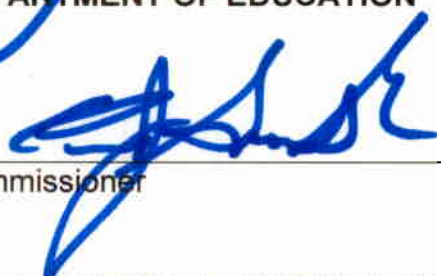

Cynthia Lorenzo, Director
Agency for Workforce Innovation
107 East Madison Street
Tallahassee, FL 32399-4128

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

DEPARTMENT OF CHILDREN AND FAMILIES

 
Secretary _____ Date

DEPARTMENT OF EDUCATION

 
Commissioner _____ Date

DEPARTMENT OF JUVENILE JUSTICE

 
Secretary _____ Date

AGENCY FOR PERSONS WITH DISABILITIES

 
Director _____ Date

AGENCY FOR WORKFORCE INNOVATION

 
Executive Director _____ Date