

**MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE**

PARTIES

This Memorandum of Agreement (Agreement) is between the Florida Department of Juvenile Justice ("Department"), and the Department of Economic Opportunity "(DEO)" which are the Parties hereto.

PURPOSE

The purpose of this Agreement is to establish the general conditions and joint processes that will enable the Parties to collaborate as partners for the purpose of ensuring juvenile offenders under the supervision of the Department have information about and access to services provided by the state's workforce system and the establishment of data sharing protocols between the Parties' systems.

I. TERM OF AGREEMENT

- A. This Agreement shall become effective on January 1, 2015 or upon the last date of signature by both Parties, whichever is later, and shall end at midnight December 31, 2020.
- B. This Agreement may be extended in accordance with Section 287.057(12), Florida Statutes (F.S.), which is hereby incorporated into this Agreement by reference, for a period not to exceed six (6) months. Any extension shall be in writing, shall be signed by both Parties and shall be subject to the same terms and conditions set forth in the initial Agreement. Only one (1) extension is authorized unless the failure to meet the criteria set forth in this agreement is due to events beyond the control of the Parties.
- C. This Agreement may be renewed in writing with appropriate modifications as agreed upon by the Parties for a period not to exceed three (3) years or the term of the original Agreement, whichever period is longer, in accordance with Sections 287.057(13) and 287.058(1)(g), F.S., which are hereby incorporated into this Agreement by reference, and is contingent upon the Parties' satisfactory compliance with the terms of this Agreement and is subject to the availability of funds required by each Party to support its cost and other related costs in providing services under this Agreement. Each Party shall have sole authority to determine availability of funds and shall not unnecessarily transfer or divert funds required to support its responsibilities under this Agreement.

II. SCOPE OF AGREEMENT

The Parties to this Agreement will carry out their respective duties and responsibilities outlined below, subject to controlling law, policies and/or procedures, and in consideration of the mutual interests and understandings expressed herein.

A. Mutual Responsibilities

- 1) The Parties will promote joint planning at the state, regional and local level for supporting initiatives that promote self-sufficiency and reintegration of youth on diversion, probation or post-release supervision through gainful employment.
- 2) The Parties will promote the development of additional linkages with other state agencies and work with the Regional Workforce Boards to promote the availability of services to youth under the jurisdiction of the Department.
- 3) The Parties will identify opportunities for collaboration and work to eliminate barriers to collaboration to provide effective workforce services for youth under the jurisdiction of the Department.
- 4) The Parties will track participation and outcomes of the youth who utilize the Workforce system and exchange data in a mutually agreed to format, file layout, timetable, and transmission method, upon request.

B. Department Responsibilities:

The Department will perform the following duties in support of this Agreement:

- 1) Encourage the Department's Chief Probation Officers of each Judicial Circuit and key management staff of residential commitment facilities to develop and implement a referral process in collaboration with the Regional Workforce Boards in the local Department's geographical circuits.
- 2) Provide referrals of youth under the supervision of the Department to Regional Workforce Boards for workforce services to include providing career assessments, labor market information training, and work readiness training.
- 3) Send electronic invitations to the local workforce boards for participation in a youth's community reentry team meetings.
- 4) Encourage staff to make the initial contact with the Regional Workforce Boards to facilitate the youth's access to workforce services available through the Regional Workforce Boards.
- 5) Provide resources to the Regional Workforce Boards to assist with costs associated with serving youth offender populations, whenever possible.
- 6) Provide youth release data to DEO regional workforce boards, if requested.
- 7) Provide training to Workforce board staff regarding youthful offender needs and issues, as requested.
- 8) Initiate meetings with the Regional Workforce Boards to discuss issues, concerns and assess progress of this partnership.

C. DEO Responsibilities

The DEO will conduct the following duties in support of this Agreement:

- 1) Provide training to the Department regarding juvenile offenders' needs and issues, as requested.
- 2) Ensure participation in youth community reentry team meetings via conference call or in person from the regional workforce board/career center in the community Department youth are returning to.
- 3) Initiate meetings with the Regional Workforce Boards to discuss issues, concerns and assess progress of this partnership.
- 4) Provide materials that can be used by the Department to provide information on workforce services to youth prior to release.
- 5) Act as the liaison with the state's 24 regional workforce boards to help coordinate and support the involvement of the regional workforce boards with this partnership effort.
- 6) Track participation and outcomes of youth under the jurisdiction of the department who utilize the Workforce system and provide such reports to the Department in a mutually agreed to format, file layout, timetable, and transmission method.

III. FINANCIAL OBLIGATIONS OF THE PARTIES

The Parties acknowledge that this Agreement is not intended to create financial obligations between the Parties. In the event that costs are incurred as a result of either or both of the Parties performing their duties or responsibilities under this Agreement, each Party agrees to be responsible for their own costs. Periodically, the parties may agree to jointly fund a pilot project to enhance service delivery to this population, as funding is available. Any joint funding agreements entered into by the parties beyond the 2014-15 year, will be incorporated in this agreement through an agreement amendment.

IV. PILOT PROJECT(S)

A. Purpose

The purpose of the pilot project(s) is to improve the employment outcomes for youthful offenders under the jurisdiction of the Department of Juvenile Justice. The pilot project will fund workforce services to include career assessments, labor market information training, work readiness activities, employer engagement services, job placement, and paid work experiences for youth. The initial project period is January 1, 2015 – December 31, 2015.

B. Agreement Amount

During the 2014-15 fiscal year, the Department will make a one-time, lump sum payment in the amount of \$150,000 to DEO to fund a one year demonstration pilot project in Duval County for workforce services including youth's paid work experience as specified in Section IV., A., Purpose.

The payment represents the Department's pro-rata-share of a jointly funded demonstration pilot project.

DEO will retain financial records to support all expenditures incurred with these funds. Records shall follow the requirements of the State of Florida Guide for State Expenditures (http://www.myfloridacfo.com/aadir/reference_guide/) with detail sufficient for a proper pre- and post-audit thereof. Quarterly reports of expenditures will be provided to the Department as requested. DEO shall provide the final expenditure report to the Department no later than the project end date.

V. AGREEMENT MANAGEMENT

A. Agreement Managers

The Parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as liaison/agency contacts regarding issues arising out of this Agreement.

DEPARTMENT OF ECONOMIC OPPORTUNITY

Shila Salem
Statewide Youth Workforce Coordinator
Florida Department of Economic Opportunity
One-Stop and Program Support
107 E. Madison Street
Caldwell Building, MSC G-229
Tallahassee Florida 32399-4135
Telephone: (850) 245-7466
Facsimile: (850) 245-7399
E-mail: Shila.Salem@deo.myflorida.com

DEPARTMENT OF JUVENILE JUSTICE

Julie Orange, Director of Education
Florida Department of Juvenile Justice
2737 Centerview Drive
Knight Building, Suite 3201
Tallahassee, Florida 32399
Telephone: (850) 717-2708
Facsimile: (850) 922-7998
Email: Julie.Orange@djj.state.fl.us

VI. REVIEW AND MODIFICATION

- A. Upon request of either Party, both parties will review this Agreement in order to determine whether its terms and conditions are still appropriate. The Parties agree to renegotiate terms and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations to agree by either Party.

- B. Modifications to the provisions of this Agreement, with the exception of Section IV. B., Agreement Management, shall be valid only through execution of a formal written amendment to the Agreement. Changes in Agreement managers may be made by providing an email notification to the other Party.

VII. TERMINATION

- A. Either Party may terminate this Agreement without cause, by providing a minimum of thirty (30) calendar days' written notice thereof to the other Party. Notice shall be delivered by controlled mail, showing signature of who received the notice for the Party.
- B. Either Party may terminate this Agreement for cause, without prior notice or warning, effective immediately upon the date of receipt by the other Party of an official written notice of termination.
- C. Either Party may terminate this Agreement, in writing, based upon changes in law or technology which makes the data or services obsolete or no longer required.

VIII. OTHER CONDITIONS

A. Waiver and Assumption of Risk

The Parties acknowledge they are state agencies or political subdivisions as defined in Section 768.28, F.S., and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

B. Confidentiality

The Parties' staff assigned to this Agreement shall maintain confidentiality with reference to individual participants receiving services in accordance with applicable local, state, and federal laws, rules and regulations. The Parties agree that all information and records obtained in the course of providing services under this Agreement shall be subject to confidentiality and disclosure provisions of applicable federal and state statutes and regulations adopted pursuant thereto.

To the extent permitted by law, DEO agrees to keep all Department personnel information (i.e., department staff telephone numbers, addresses, etc.) strictly confidential and shall not disclose said information to any person, unless released in writing by the Department.

C. Disputes

Any dispute concerning performance of the terms of this Agreement shall be resolved informally by the Agreement managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Bureau Chief and DEO's One Stop Program Support Bureau Chief. The Bureau Chiefs shall decide the dispute, reduce the negotiated decision in writing,

and deliver a copy to the Parties, the Parties' Agreement managers, Department Agreement Administrator and DEO One Stop Program Support Bureau Chief.

D. Data Sharing

The Parties acknowledge their separate obligations to store and disseminate data in compliance with the requirements of Public Records Law, Chapter 119, F. S., and with other applicable statutes that constitute express exceptions to the requirements of Section 119.07(1), F.S., by making certain categories of records confidential, exempt from disclosure, or accessible as prescribed by statute. The Parties acknowledge that the data exchanged between them has been provided for official purposes and that public access to such data is limited and prescribed by statute. The Parties therefore agree, consistent with public records law, to refer third parties requesting delivery of information to the originating party. The Parties further agree to disseminate data only in compliance with confidentiality restrictions and in recognition of the exemptions from disclosure provided by law and to provide advance copies of documents involving the other Party's data for review to determine if there has been an inadvertent disclosure of confidential information as described in Paragraph II., A., (8), herein prior to publication.

E. Health Insurance Portability and Accountability Act

To the extent applicable all entities shall comply with the Health Insurance Portability and Accountability Act of 1996 and all applicable regulations promulgated thereunder.


IX. INSPECTION OF RECORDS

The Parties agree to permit the other Party or other state and federal representatives, or their designees, to conduct inspections described in this paragraph, or to make on-site inspections of records relevant to this Agreement to ensure compliance with the terms of this Agreement and applicable State and Federal law, regulations, or rules. Such inspections may take place with or without notice during normal business hours wherever the records are maintained. The Parties shall ensure systems are maintained that are sufficient to permit an audit of each Party's compliance with this Agreement and the requirements specified above. Failure to allow such inspections constitutes a material breach of this Agreement.

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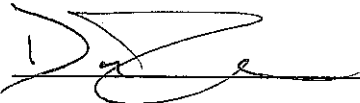
IN WITNESS THEREOF, the Parties agree to the terms and conditions as set forth in this Agreement, and upon placing their signatures to this Agreement have hereby caused this Agreement to be executed.

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

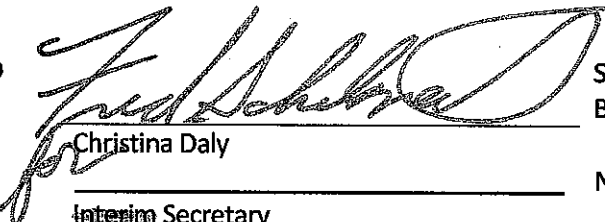
SIGNED BY: 
NAME: Dean Izzo
TITLE: DEO Chief Financial Officer
DATE: 12-19-14

**FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
Office Of General Counsel**

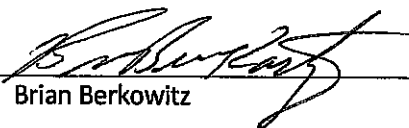
Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

SIGNED BY: 
NAME: David J. Guercier, Jr.
TITLE: Assistant General Counsel
DATE: 12/19/14

FLORIDA DEPARTMENT OF JUVENILE JUSTICE

SIGNED BY: 
NAME: Christina Daly
TITLE: Interim Secretary
Department of Juvenile Justice
DATE: 12/24/14

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

SIGNED BY: 
NAME: Brian Berkowitz
TITLE: General Counsel
Department of Juvenile Justice
DATE: 12/24/14