

Marion County
Public Schools

Where Every Child Can Learn

Student Services Center

1517 SE 30th Avenue • Ocala, FL 34471

Alternative Programs	• Suite 1	• (352) 671-6860	• fax (352) 671-6861
Exceptional Student Education	• Suite 2	• (352) 671-6832	• fax (352) 671-6833
Guidance & Testing	• Suite 3	• (352) 671-6848	• fax (352) 671-6854
Psychological & Social Work Services	• Suite 5	• (352) 671-6870	• fax (352) 671-6871
Student Services	• Suite 6	• (352) 671-6868	• fax (352) 671-6867

F R S (800) 955-8770 (voice) • (800) 955-8771 (TTY)

September 17, 2008

MEMORANDUM

TO: Mr. Jeffrey Shealy
DJJ-Circuit 5 Probation & Community Corrections

FROM: Kathy Richardson, Executive Director
Student Services

RE: 2008-2009 Contract/Agreement – Probation Officers

Attached find a copy of our contract/agreement revised for the 2008-2009 school year. Please review the contract/agreement and call me at (352) 671-6868 if you have any questions.

Please keep the copy of the contract/agreement for your records. Sign and return the two (2) enclosed signature pages. Once I have received the signed signature pages, the agreement will go to our School Board for approval. In order for the agreement to be on the October 14, 2008, School Board Agenda, I will need the signed signature pages by October 2, 2008. Enclosed is an addressed envelope for your convenience.

I look forward to a continued relationship.

AGREEMENT BETWEEN
THE DEPARTMENT OF JUVENILE JUSTICE - CIRCUIT 5
AND
THE SCHOOL BOARD OF MARION COUNTY, FLORIDA
2008-2009

This Agreement by and between THE DEPARTMENT OF JUVENILE JUSTICE, CIRCUIT 5 representing MARION COUNTY, FLORIDA (hereinafter referred to as the DEPARTMENT) and the SCHOOL BOARD OF MARION COUNTY, FLORIDA (hereinafter referred to as the SCHOOL BOARD).

RECITALS

WHEREAS, the parties have recognized the necessity of working cooperatively to address the problems of truancy, dropouts and juvenile crime in Marion County; and

WHEREAS, each party has the ability to contribute certain assistance to this effort that supports the goals and function of each respective agency; and

WHEREAS, the parties wish to establish a cooperative arrangement where students that are under the supervision of the DEPARTMENT and attending school may be visited by the DEPARTMENT on school grounds in a space that is designated by the respective school authority; and

WHEREAS, the parties, acting cooperatively, will during the course of this Agreement, implement the portions of the program that relate to their respective agencies, the success of which requires interagency support and resources:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be bound thereby, the parties agree as follows:

A. Obligations of DEPARTMENT OF JUVENILE JUSTICE:

1. The DEPARTMENT will assign a Juvenile Probation officer who will periodically be present on campus to work cooperatively with school employees regarding juveniles assigned to his/her caseload to assure compliance with the juvenile's Court Ordered sanctions.

2. The DEPARTMENT will assure that the assigned Juvenile Probation Officer will be on school grounds only during regular operational hours of the school.
3. The DEPARTMENT will assure that the assigned Juvenile Probation Officer will be cognizant of the schools schedule and coordinate with school officials times he/she will be on campus to interview juveniles placed under the supervision of DEPARTMENT by order of the Juvenile Court, and/or meet with school officials to discuss a particular juvenile. The assigned Juvenile Probation Officers will act as liaisons between school officials regarding other juveniles not on their assigned caseload but actively under the supervision of DEPARTMENT by order of the Juvenile Court.
4. The DEPARTMENT agrees that the assigned Juvenile Probation Officer will provide probation services to those juveniles to which he/she is assigned. If the SCHOOL BOARD has suspended or expelled the student or if the student is under a trespass order, the Juvenile Probation Officer will not have any contact with the student on campus or on the campus of any other Marion County School, unless requested by the School Principal or their designee. The Juvenile Probation officer will have the responsibility of ascertaining the attendance and enrollment status of the juveniles on his/her assigned caseload from the school principal or his/her designee.
5. The DEPARTMENT agrees that the assigned Juvenile Probation officer will share any information concerning any juvenile on supervision at that school that is allowed by statute.
6. Business Associate Agreement. The DEPARTMENT acknowledges that the SCHOOL BOARD is a covered entity under the Health Insurance Portability and Accountability Act (hereinafter referred to as HIPAA). Under this Agreement, the DEPARTMENT may use or disclose protected health information (hereinafter referred to as PHI). Therefore, the DEPARTMENT agrees:
 - a) To keep PHI (as defined in HIPAA) confidential.
 - b) To maintain security measures with the PHI that the DEPARTMENT creates, receives, maintains or sends on behalf of the SCHOOL BOARD.
 - c) To promptly report to the SCHOOL BOARD any unauthorized access, destruction, disclosure, modification, or use of the BOARD's PHI.
 - d) To promise to disclose PHI to the patient if the type of information the DEPARTMENT has can be requested under HIPAA.

- e) To keep track of PHI that is disclosed, unless it is disclosed for treatment, payment or health care operations, or to the patient. The DEPARTMENT'S disclosure records will include the disclosure date, name and address of anyone who got the information, a description of the information given, and why that information was given out.
- f) To agree to open its disclosure records to federal regulators to check HIPAA compliance.
- g) To promise to disclose PHI only to the extent needed to complete work for the SCHOOL BOARD, because disclosure is required by law or the DEPARTMENT can believe reasonably that the person receiving the PHI will protect it and report any confidentiality breach.
- h) To promise if the Agreement with the SCHOOL BOARD ends, any PHI will be immediately returned or destroyed. If that is not possible, the DEPARTMENT agrees to keep protecting the information although its work for the SCHOOL BOARD is terminated.
- i) To hold harmless, indemnify and defend the SCHOOL BOARD and its officers and employees against any claim action, loss, damage, injury, liability, cost or expense of whatever kind or nature (including, but not by way of limitation, attorney's fees and court costs) due to or related in part or in whole to the performance of failure to maintain HIPAA compliance as required in this section. The remedy provided to the SCHOOL BOARD by this indemnification shall survive the termination of this Contract and shall be in addition to and not in lieu of any other remedy available by contract or otherwise.
- j) With respect to Electronic Protected Health Information, no later than the compliance date for the Security Standards and at all times thereafter, DEPARTMENT shall:
 - (i) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that DEPARTMENT creates, receives, maintains, or transmits on behalf of SCHOOL BOARD as required by the Security Standards;
 - (ii) Ensure that any agent, including a subcontractor, to whom DEPARTMENT provides such information agrees to implement reasonable and appropriate safeguards to protect it; and

(iii) Report to SCHOOL BOARD any security incident of which it becomes aware.

(iv) Terms used in this Agreement shall have the same meaning as those terms used in the Security Standards, currently defined, in relevant part, as follows:

“Electronic Protected Health Information” means Protected Health Information that is transmitted or maintained in Electronic Media.

“Electronic Media” means (1) electronic storage media including large memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before transmission.

“Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

B. Obligations of the SCHOOL BOARD

1. The SCHOOL BOARD will provide the DEPARTMENT with an appropriate space in which to provide these services. The space must be sufficiently large enough to allow interviewing of juveniles and their parent(s)/guardian(s), where confidentiality can be maintained.
2. The SCHOOL BOARD through the principal in cooperation with the DEPARTMENT will establish procedures whereby the DEPARTMENT will have access to students for the purpose of rendering these services.

3. The Principal or designee at each designated school will provide an orientation to the Juvenile Probation officer regarding specific procedures for removing a juvenile from their class or activity for the purpose of interviewing that student. The Principal or designee will arrange for the sharing of information concerning attendance, school infractions, enrollment, etc. on all students under the supervision of the DEPARTMENT as allowed by statute.

C. General Administrative Procedures

1. The term of this Agreement will remain in effect until a party determines a need for renewal.
2. The parties each agree that they will be responsible for their employees worker's compensation insurance and for the payment of all employee benefits as well as income tax and social security tax.
3. The parties have reviewed and are familiar with the confidentiality requirements imposed by state and federal law and School Board policy on student records and agree to notify their employees of these confidentiality requirements and to strictly enforce the employee's compliance with these requirements.
4. This is an agreement for professional and specialized services and shall not be assigned to any party in any manner or operation by law.
5. All titles to supplies, student records and student information shall remain the sole property of the SCHOOL BOARD. All DEPARTMENT records and information shall remain the property of the Department of Juvenile Justice. Notwithstanding the foregoing records and information can be shared among parties pursuant to Section 1002.22(3)(d)(13), Fla. Stat. (2007).
6. CONTRACTOR agrees that as a condition of entering into this contract, pursuant to § 1012.32 and 1012.465, Fla. Stats., any person entering school grounds or having direct contract with students on behalf of CONTRACTOR must meet Level 2 screening requirements as described in § 1012.32, Fla. Stats. Screening will be at CONTRACTOR'S or employee's expense, must be completed, and credentials issued by the SCHOOL BOARD prior to the screened individual having access to students or to the school grounds.

7. Nothing in this Agreement shall constitute or be construed to be or create a joint venture or partnership between the parties.
8. All notices, requests, consents and other communications required under the Agreement shall be in writing (including faxed communication) and shall be (as an elected official giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage prepaid), Return Receipt Requested, addressed to:

As to SCHOOL BOARD:
Kathy Richardson
Executive Director, Student Services
School Board of Marion County
1517 SE 30th Avenue, Suite 6
Ocala, FL 34471
Fax Number (352) 671-6867

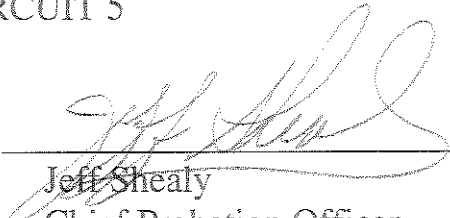
DEPARTMENT OF JUVENILE JUSTICE - CIRCUIT 5
Probation and Community Corrections
Attn: Jeffrey L. Shealy
1515 E. Silver Springs Boulevard, Suite 109
Ocala, Florida 34470

or to such other addresses as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

- (a) On the date delivered in person,
 - (b) On the date faxed if by fax, and
 - (c) On the date upon which the Return Receipt is signed or the delivery is refused or this notice is designated by the postal authorities as not delivered, as the case may be, if mailed.
9. The provisions contained in this Agreement, which are contrary to, prohibited by, or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.
 10. Either party can terminate this Agreement or terminate the Agreement as to one or more school sites with thirty (30) days prior written notice to the other party.

DEPARTMENT OF JUVENILE JUSTICE
CIRCUIT 5

By: _____


Jeff Shealy
Chief Probation Officer

Date: _____

12-22-08

THE SCHOOL BOARD OF MARION
COUNTY, Florida

By: _____

Judy Zanetti, Chairperson

Date: _____

DEPARTMENT OF JUVENILE JUSTICE,
CIRCUIT 5

By: _____
Paula Polhill
North Region Director, DJJ

Date: _____

THE SCHOOL BOARD OF MARION COUNTY,
FLORIDA

By: _____
Judi Zanetti, Chairperson

Date: _____
OCT 14 2009