

INTERAGENCY AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES, DISTRICT NINE, AND SCHOOL BOARD OF PALM BEACH COUNTY

THIS INTERAGENCY AGREEMENT is made and entered into this 21st day of July, 2004, by and between District Nine, Department of Children & Families, Office of Child Welfare and Community Based Care (hereinafter DCF) whose principal place of business is 111 S. Sapodilla Avenue, West Palm Beach, Florida 33401, and the School Board of Palm Beach County, 3340 Forest Hill Boulevard, West Palm Beach, Florida, 33406 (hereinafter SBPBC). All references to DCF also include Community-Based Care providers.

All parties to this agreement acknowledge that working together in collaboration will serve the best interests of the children involved with the Department of Children and Families and the public school system in Palm Beach County.

GENERAL PROVISIONS

DCF and SBPBC agree, to the full extent permissible and in compliance with federal and state law, (with specific reference to F.S. 39.0014) administrative regulations, policies and procedures established by the signatory agencies, to fully share relevant information affecting the students covered pursuant to this agreement.

DCF and SBPBC agree to work collaboratively to continually improve the technical interface needed to provide for the efficient sharing of information.

Therefore, based on the foregoing, each party agrees to the following terms and conditions:

SPECIFIC PROVISIONS

I. REPORTING OF SUSPECTED CHILD ABUSE

A. School Board of Palm Beach County agrees to:

1. Cooperate fully with DCF personnel in accordance with F.S. 1006.061 and F.S. Chapter 39.301 during investigations of suspected child abuse and ensure that DCF has access to all requested and relevant information to ensure the safety and well being of the child.
2. Avoid duplicative reporting of suspected child abuse involving similar allegations of the same child by coordinating and streamlining calls made to the abuse hotline with respect to the same incident. School personnel that call in an initial report and who are aware of another call that has been made in reference to the same or similar allegation will identify the name of each school personnel who has information involving the same incident.

B. Department of Children and Families agrees to:

1. Acknowledge that all school personnel are mandatory reporters of suspected child abuse in accordance with FS Chapter 39.201 (1) (b) 4 and that specific allegations involving the same child are required.
2. Communicate with identified school personnel, who have knowledge involving similar allegations regarding the same child, as collateral contacts regarding the alleged allegation. DCF will appropriately document in their records the names of the school personnel contacted.
3. Ensure that all information requested from school personnel is necessary, and will be utilized for the purpose of conducting a complete investigation and ensuring the safety and well-being of the child.
4. Ensure that the identities of school personnel reporting allegations of suspected child abuse are kept strictly confidential.

II. STUDENT RECORDS

A. School Board of Palm Beach County agrees to:

1. Provide DCF authorized agents with information regarding students who are subjects of an investigation, without delay, following confirmation of the identity of the DCF authorized agent.
2. Provide DCF authorized agents with student information, without delay, during a pending investigation. DCF access to student records shall be provided without parental notice.
3. Maintain a separate school contact log for DCF counselors' identification information. This log shall be considered confidential information and maintained separately from the student's file. The school shall NOT make a copy of the DCF Investigator ID in accordance with Section 39.301 (16), Florida Statutes. Violations are a second degree misdemeanor.
4. Provide DCF access to computerized school records, for purposes of viewing and printing. Computer access will be made available to at least three designated DCF office locations in Palm Beach County to assist with expediting investigations by sharing student information according to protocols established in the School Board of Palm Beach County Total Educational Resource Management Systems (TERMS).

B. Department of Children and Families agrees to:

1. Provide the school with sufficient information (i.e. DCF picture identification badge) to confirm identity of the DCF counselor with respect to release of information. DCF authorized agents shall not allow the school to copy their identification badge.
2. Ensure that all information requested from school personnel is deemed necessary for investigatory purposes only, and utilized for that purpose. Further, all information generated by, and received from, school personnel shall be maintained in strictest confidentiality.
3. Provide to the SBPBC a list of all children in foster placement on a regular monthly basis.

III. ACCESS TO AND INTERVIEWING OF STUDENTS

A. School Board of Palm Beach County agrees to:

1. Provide DCF with access to student during pending investigations and utilization of a secure and quiet area that lends itself to strict confidentiality.
2. Permit DCF authorized agents to remove a child from school during the school day during a pending investigation and/or other emergency, as deemed necessary by DCF.

B. Department of Children and Families agrees to:

1. Ensure that children subject to investigation during the school day are not unnecessarily subjected to delays in questioning and trauma that may prove to disrupt child's progress in school.

IV. SCHOOL REGISTRATION/PLACEMENT

A. School Board of Palm Beach County agrees to:

1. Permit DCF authorized agents to withdraw a student from school and register the student at a new school within the attendant zone from a shelter and/or other placement made by DCF, consistent with school board policies and procedures.
2. Identify a school representative liaison to assist DCF personnel with all educational related issues (i.e. permission for school field trips; registration issues) pertaining to children in DCF shelter (exclusive of foster homes or other relative/nonrelative placement).
3. Ensure that all reasonable efforts are made to stabilize school placements for children involved with DCF, through reassignment requests consistent with school board policies and procedures.

4. Assess need for "Surrogate Parents" for students when it is apparent that parents of student are not readily available.

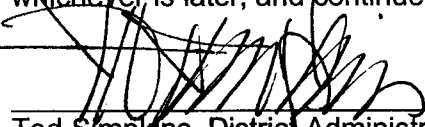
B. Department of Children and Families agrees to:

1. Assist in stabilizing school placements by communicating pertinent information as expeditiously as possible when there is an anticipated change of school placement. This information shall be communicated to both the sending and receiving schools.
2. Ensure that DCF authorized agents do not act in place of a parent for Exceptional Student Education (ESE) purposes.
3. SBPBC and DCF jointly agree to provide training to personnel on a regular basis on issues, including, but not limited to, laws regarding ESE; section 504 students, confidentiality of student records, mandatory reporting of child abuse by school personnel to DCF.

DCF and SBPBC agree (to the full extent permissible) to comply with all federal and state laws, rules and regulations in performing its duties, rights and responsibilities and obligations pursuant to this agreement.

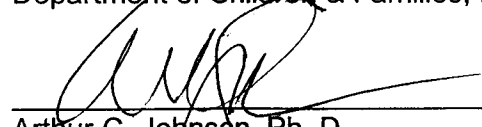
All terms of this agreement are fully understood and accepted by District Nine, Department of Children & Families, Office of Child Welfare and Community Based Care and the School Board of Palm Beach County and their respective agent as represented by the signers of this agreement. If either party feels the agreement is not being complied with, the signatories of this agreement or their designees accept the responsibility for resolving the disputed issues. Both parties agree to renegotiate this agreement if Federal or State revision of any applicable laws or regulations should occur.

This agreement will be in effect from July 1, 2004 or upon full execution, whichever is later, and continue through June 30, 2005.



Ted Simpkins, District Administrator
Department of Children & Families, District Nine

7 JUL 2004
Date



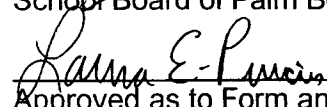
Arthur C. Johnson, Ph. D.
Superintendent of Schools

7/21/04
Date



Thomas Lynch, Chairperson
School Board of Palm Beach County

7/21/04
Date



Approved as to Form and Legal Sufficiency
Laura Pincus, Associate Counsel, School Board of Palm Beach County

7/7/04
Date

**ADDENDUM, Concerning Student Information,
to the Contract/Agreement ("the Contract") dated 7/21/04, between
School Board of Palm Beach County (the school or the Board) and
District Nine, Department of Children and Families (vendor/partner).**

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the vendor's/partner's signature below, the School District hereby designates District Nine, Department of Children and Families (vendor/partner) ("the Party") as an "other school official" for purposes of receiving limited personally identifiable student information under FLA. STAT. 1002.22(3)(d)2 because the School District recognizes the Party has legitimate educational interests in receiving this information in order to carry out the Party's responsibilities for the school or District under the Contract. (All other terms of the Contract remain the same.)

As a condition precedent to receiving confidential student information, the Party warrants and agrees that the Party:


- will limit the use of, or access to, confidential student information to the limited scope of information actually needed to complete the services under contract. The District has determined that the Party has a legitimate educational interest in receiving only the following fields of student data (for example: name, grade-level, school attending, etc.: add more spaces as necessary to cover the minimum scope of data actually deemed needed): Attendance, Discipline, Grades, Emergency Contact, Address, N/A; and
- will limit the access to student information to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to carry out their responsibilities under the Contract); and
- shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally-identifiable student information except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
- will comply with the requirements of Fla. Admin. Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed by the Party in any form to any party other than appropriate school officials or the Party's employees/agents to the extent allowed herein (even if the document is first redacted to remove personally-identifiable information), without the prior written consent of the adult student or the parent/guardian, as appropriate; and
- shall maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and the Party shall monitor the security and safekeeping of the confidential data; and
- will dispose of all information disclosed to it by the School District (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, or physically destroyed.

The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

(Legal name of the Party)

By:


Ted Simpkins, District Administrator
District Nine, Department of Children and Families

(Party as listed on the original contract, such as
The School Board of Palm Beach County)

By:



Date:

26 AUG 2004

Date:

9-1-04

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES, DISTRICT NINE, AND SCHOOL BOARD OF PALM BEACH COUNTY

First Amendment

This ~~Supplemental Addendum Concerning Student Information~~ is entered between District Nine, Department of Children & Families, Office of Child Welfare and Community Based Care (hereinafter DCF) whose principal place of business is 111 S. Sapodilla Avenue, West Palm Beach, Florida 33401, and the School District of Palm Beach County, 3340 Forest Hill Boulevard, West Palm Beach, Florida, 33406 (hereinafter SDPBC).

This agreement supplements the Interagency Agreement between the Florida Department of Children and Families, District Nine, and School Board of Palm Beach County dated 7/21/04 and the Addendum Concerning Student Information dated 9/1/04.

Florida Statutes section 409.1671 provides for the Department of Children and Families to privatize the provision of foster care and related services. Pursuant to Florida Statutes, section 39.001(2), the Department may contract with private agencies for their responsibilities established in Chapter 39, Florida Statutes. The Florida Department of Children and Families, District Nine, has contracted with Child and Family Connections, a community-based care provider. Child and Family Connections has responsibility for the management of cases involving in-home supervision and out-of home care. This includes the provision of case management services and the preparation and filing of judicial reviews, case plans administrative reviews, and any other documentations or procedures required by state and federal law.

All parties to this agreement acknowledge that working together in collaboration will serve the best interests of the children involved with the Department of Children and Families and the public school system in Palm Beach County. To accomplish this, community-based care providers must have access to information regarding student information as outlined in the addendum, specifically name, grade-level, school attendance, discipline, grades, emergency contact, address.


By signatory hereto, Child and Family Connections (community-based care provider), fully understands and accepts all terms of these agreements and will comply with all provisions included therein.

First Amendment

The parties acknowledge that the terms contained in this ~~Supplemental Addendum~~ supersede any inconsistent terms in the Contract and Addendum.

First Amendment

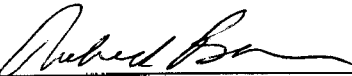
IN WITNESS WHEREOF, the parties hereto have executed this ~~Supplemental Addendum~~.

By: 
Ted Simpkins, District Administrator
DCF, District Nine

By: _____
Thomas Lynch, Chairperson
School Board of Palm Beach County

Date: 1 APR 2005

Date: _____

By: 
Robert Barker, CEO
Child and Family Connections

Date: 4/5/05

**SECOND AMENDMENT TO THE INTERAGENCY AGREEMENT BETWEEN
THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES, DISTRICT
NINE, AND SCHOOL BOARD OF PALM BEACH COUNTY**

THIS SECOND AMENDMENT is made and entered into this ____ day of _____, 2005, by and between District Nine, Department of Children & Families, Office of Child Welfare and Community Based Care (hereinafter DCF) whose principal place of business is 111 S. Sapodilla Avenue, West Palm Beach, Florida 33401, and the School Board of Palm Beach County, 3340 Forest Hill Boulevard, West Palm Beach, Florida, 33406 (hereinafter SBPBC). All references to DCF also include Community-Based Care providers. This agreement incorporates by reference the provisions of the Interagency Agreement entered into by and between both DCF and SBPBC on July 21, 2004, as well as the Addendum entered into on September 1, 2004, (providing for the inclusion of community-based care providers).

All parties to this agreement acknowledge that working together in collaboration will serve the best interests of the children involved with the Department of Children and Families and the public school system in Palm Beach County.

GENERAL PROVISIONS

DCF and SBPBC agree, to the full extent permissible and in compliance with federal and state law, (with specific reference to F.S. 39.0014) administrative regulations, policies and procedures established by the signatory agencies, to fully share relevant information affecting the students covered pursuant to this agreement.

DCF and SBPBC agree to work collaboratively to share existing information and streamline the reporting process to the maximum extent possible.

Therefore, based on the foregoing, each party agrees to the following terms and conditions:

SPECIFIC PROVISIONS

This Second Amendment provides for the following:

Rilya Wilson Act

Pursuant to the Rilya Wilson Act, F.S. 39.604, provides for the creation of additional safeguards with respect to the establishment of reporting requirements relating to children between the ages of three and kindergarten entry age, who are under court-ordered protective supervision or in the custody of the Family Safety Program of DCF or a community-based care provider.

This provision applies to any school district operated early education or care program including school readiness program, district-operated Head Start programs, Title I prekindergarten programs, prekindergarten programs for children with disabilities programs serving the children of parents who are enrolled in the Teen Parent Programs and district operated "for pay" child care programs.

In furtherance of this, and for the purpose of establishing local procedures, DCF has implemented District IX Operating Procedure DOP 175- "NOTIFICATION BY LICENSED CHILD CARE PROVIDERS TO DEPARTMENT OF CHILDREN AND FAMILIES, FAMILY SAFETY STAFF WHEN A CHILD UNDER PROTECTIVE SUPERVISION OR IN THE CUSTODY OF THE DEPARTMENT IS ABSENT FROM CHILD CARE."

Education of Abused, Neglected and Abandoned Children

Pursuant to Florida Statutes, section 39.0016, "Education of abused, neglected and abandoned children", provides for educational access to children known to the department for the purpose of facilitating the delivery of services or programs to children known to the department. This provision applies to children 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.

DCF and SBPBC shall cooperate in accessing the services and support needed for a child known to the department who is or is suspected of having a disability to receive an appropriate education consistent with the Individuals with Disabilities Education Act and state implementing laws, rules, and assurances, including, but not limited to: referral for screening and sharing of evaluation between the school district and the department where appropriate.

DCF and SBPBC agree that no additional expenditure of funds are required to meet the goals outlined in this section.

DCF and SBPBC agree to incorporate in their respective training curriculum components regarding the education and related care of children known to both agencies.

A. School Board of Palm Beach County agrees to:

Rilya Wilson Act

Ensure child safety for children in school-district operated programs, in accordance with F.S. 39.4085(17).

Release information regarding a student's absence to DCF, in accordance with Family Education and Privacy Act (FERPA, {34CFR}99.36(a)); allows an educational agency to disclose personally identifiable information from an education record to appropriate parties in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals.

Report each unexcused absence or seven consecutive excused absences of children covered by this Act and enrolled in a district-operated early education child care program to DCF by the end of the business day following an unexcused absence or following the seventh consecutive excused absence. A toll free hotline has been established as the designated central contact point to accept these reports.

Education of Abused, Neglected and Abandoned Children

Provide the department with a general listing of the of the services and information available from the district school board, including, but not limited to, the current Sunshine State Standards, the Surrogate Parent Training Manual, and other resources accessible through the Department of Education or local school districts to facilitate educational access for a child known to the department.

Provide individualized student intervention or an individual educational plan when a determination has been made through legally appropriate criteria that intervention services are required. The intervention or individual educational plan must include strategies to enable the child known to the department to maximize the attainment of educational goals.

Provide education and related services appropriate for the needs and abilities of the child known to the department.

Coordinate services and plans between the school and the residential setting to avoid duplication or conflicting service plans.

Appoint a surrogate parent, consistent with the Individuals with Disabilities Education Act, for educational purposes for a child known to the department who qualifies as soon as the child is determined to be dependent and without a parent to act for the child. The surrogate parent shall be appointed by the school district without regard to where the child known to the department is placed so that one surrogate parent can follow the education of the child known to the department during his or her entire time in state custody.

Identify all educational and other services provided by the school and school district which the school district believes are reasonably necessary to meet the educational needs of a child known to the department.

Determine whether transportation is available for a child known to the department when such transportation will avoid a change in school assignment due to a change in residential placement.

Within the plan development or review process, the school district may provide information regarding the child known to the department if the school district deems it desirable and appropriate.

B. Department of Children and Families agrees to:**Rilya Wilson Act:**

Ensure child safety for children in school-district operated programs, in accordance with F.S. 39.4085(17).

Notify operators of licensed early education or child care programs when such children are enrolled in their program.

Provide forms and procedures for providers to notify DCF staff of absences for care.

Provide guidance on the tracking of unexcused absences by DCF to ensure that appropriate actions are taken after two consecutive unexcused absences. This can be accomplished by maintaining a log to track the unexcused and excused absences by the childcare provider, as well as DCF.

Provide guidance on the tracking of excused absences by early education and child care providers to ensure that timely notification of seven consecutive excused absences is made.

Provide written approval, when appropriate and necessary, authorizing written withdrawal from school-district operated program.

Conduct a home visit upon receiving two consecutive reports of unexcused absences or a report of seven consecutive excused absences.

Notify provider of the outcome of the required site/home visit if it results in a change to the childcare arrangements for the child/ren in question.

Education of Abused, Neglected and Abandoned Children:

Enroll children known to the department in school. The agreement shall provide for continuing the enrollment of a child known to the department at the same school, if possible, with the goal of avoiding disruption of education.

Notify the school and school district in which a child known to the department is enrolled of the name and phone number of the child known to the department caregiver and caseworker for child safety purposes.

Establish a protocol for the department to share information about a child known to the department with the school district, consistent with the Family Education Rights and Privacy Act.

Notify the school district of the department's case planning for a child known to the department both at the time of plan development and plan review.

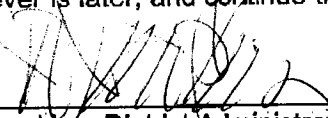
Provide transition planning by the department and all providers, including the department's independent living program staff, to meet the

requirements of the local school district for educational purposes, for each child known to the department 14 years of age and older,

DCF and SBPBC agree (to the full extent permissible) to comply with all federal and state laws, rules and regulations in performing its duties, rights and responsibilities and obligations pursuant to this agreement.

All terms of this agreement are fully understood and accepted by District Nine, Department of Children & Families, Office of Child Welfare and Community Based Care and the School Board of Palm Beach County and their respective agent as represented by the signers of this agreement. If either party feels the agreement is not being complied with, the signatories of this agreement or their designees accept the responsibility for resolving the disputed issues. Both parties agree to renegotiate this agreement if Federal or State revision of any applicable laws or regulations should occur.

This agreement will be in effect from July 1, 2004 or upon full execution, whichever is later, and continue through June 30, 2005.



Ted Simpkins, District Administrator
Department of Children & Families, District Nine

1 APR 2005
Date

Arthur C. Johnson, Ph. D.
Superintendent of Schools

Date

Thomas Lynch, Chairperson
School Board of Palm Beach County

Date

Approved as to Form and Legal Sufficiency

Date