

**PARTNERSHIP AGREEMENT
BETWEEN
WORKFORCE FLORIDA, INC.,
AGENCY FOR WORKFORCE INNOVATION
and
THE ABLE TRUST**

1. PURPOSE:

The purpose of this Partnership Agreement is to establish a cooperative and mutually beneficial working relationship between the Partners:

**Workforce Florida, Inc (WFI)
Agency for Workforce Innovation (AWI)
The Able Trust**

in order to initiate and promote cooperation between the parties to this Agreement and the affected Regional Workforce Boards, for delivering services with the common goal of enabling high school students with various disabilities, participating in the High School/High Tech program, to achieve greater independence through employment and employment preparation training.

Further, the purpose of this Agreement is to strengthen the One-Stop career system through maximum cooperation between the Partners and to share information and services that are necessary to best serve the targeted customers and help them achieve their goal of self-sufficiency through employment and career advancement.

This Agreement outlines each Partner's roles and responsibilities, referral procedures, information exchange methods, and implementation/evaluation/ amendment and termination procedures.

WHEREAS, WFI is the state's chief workforce policy organization created by the Workforce Innovation Act of 2000, as codified in chapter 445, Florida Statutes, to ensure that workforce programs authorized under Title I of the Workforce Investment Act (WIA) of 1998 are administered at the regional level through the 24 Regional Workforce Boards with significant representation from the business community. WFI is charged to provide policy direction as well as to develop a workforce strategy that improves and retains a highly competitive workforce responsive to the needs of employers and the community; and

WHEREAS, AWI is the designated state administrative agency for receipt of federal workforce employment and training funds, and other federal funds, and acts as the fiscal agent on behalf of Workforce Florida, Inc., ensuring that the state appropriately administers federal and state workforce programs by implementing plans and policies of Workforce Florida, Inc; and

WHEREAS, AWI is also responsible for implementing policy dealing with workforce development programs, welfare transition, unemployment compensation and labor market information, development and distribution of performance data, monitoring and oversight of workforce programs, and;

WHEREAS, The Able Trust is a 501(c)(3) non-profit public/private partnership, created by the Florida Legislature in 1990 (FS 413.615), within the Florida Endowment Foundation for Vocational Rehabilitation, and designated by Executive Order as the Governor's Alliance for the Employment of Citizens with Disabilities, serving as a liaison to the US Department of Labor Office of Disability Employment Policy. The Able Trust provides supports for employing Floridians with disabilities, promotes public awareness about the vocational rehabilitation process, and breaks down barriers between job seekers with disabilities and employers in order to help these individuals become productive, working members of our society.

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein, the Partners agree to the following:

2. PARTNERS:

The Partners in this agreement are:

**WORKFORCE FLORIDA, INC.
1974 COMMONWEALTH LANE
TALLAHASSEE, FLORIDA 32303**

**AGENCY FOR WORKFORCE INNOVATION
107 EAST MADISON STREET
CALDWELL BUILDING
TALLAHASSEE, FLORIDA 32399**

**THE ABLE TRUST
106 EAST COLLEGE AVE. SUITE 820
TALLAHASSEE, FLORIDA 32301**

3. TERMS OF AGREEMENT:

This non-financial agreement is hereby entered into in a spirit of cooperation by the signatory Partners, beginning on the date on which it is signed by all Partners, in an effort to develop and enhance current or additional opportunities for participants in the High School/High Tech program. This Agreement will continue in effect until such time as it is revised, extended, or terminated as provided below. This Agreement may be extended by written agreement,

provided such agreement is signed by all Partners prior to the termination date of this Agreement.

Any Partner in this Partnership Agreement may terminate its participation without cause, by delivering a thirty- (30) day written notice to the other Partners. All Partners agree to review this agreement annually and provide written suggestions for recommended changes, clarifications, deletions, or additions. On or before July 1 of each year, suggested changes shall be submitted to other partners for consideration. An addendum signed by authorized representatives of each Partner shall be sufficient to modify the agreement.

4. ROLES AND RESPONSIBILITIES:

The Partners agree that their respective duties and responsibilities, to the extent possible, under this agreement shall be as follows:

- Encourage Regional Workforce Boards to establish relationships with High School/High Tech staff, participating in meetings or related functions.
- Use Memoranda of Understanding to promote information sharing and coordination of activities among Workforce Development Boards, One-Stop Centers, and local Partners on behalf of the High School/High Tech program.
- Work together for mutual funding opportunities. Identify and share grant and other supplemental funding opportunities to increase resources available for workforce and vocational rehabilitation services to participants in the High School/High Tech program.
- Promote usage of workforce services for High School/High Tech participants that are available through the One-Stop system before seeking contracts with other entities for those services, as appropriate.
- Eliminate barriers to cooperation.
- Promote availability of services in High School/High Tech through linkages with One-Stop operators and partners, and other appropriate state agencies.
- Utilize locally established grievance policies before requesting state-level intervention.

In order to help participants in the High School/High Tech program, promote joint use of evaluations and assessments, referral methods, and designation of liaison relationships to facilitate shared use of testing facilities, interpreter services and use of job bank information.

5. REFERRAL OF PERSONS WITH DISABILITIES

The Partners agree to promote the inclusion of descriptions of methods of referral of persons in the High School/High Tech program in the Memoranda of Understanding (MOUs), developed by participating Regional Workforce Boards.

6. UNIVERSAL ACCESS/ACCESSIBILITY

The Partners agree to make every effort to provide for the promotion of equal, meaningful participation by participants in the High School/High Tech program through promotion of program accessibility, reasonable accommodations, effective communication, auxiliary aids and services, and rehabilitation technology

7. ORGANIZATIONAL LEGAL REQUIREMENTS

THE ABLE TRUST SUPERVISORY REQUIREMENTS AT THE LOCAL LEVEL

The Able Trust, a public/private foundation, is one of the designated State units to provide vocational rehabilitation services via F.S. 415.613. The Able Trust supervises a statewide High School/High Tech contractor who monitors and supervises plans and outcomes of all High School/High Tech sites and project managers.

Both the Able Trust and the One-Stop system can provide services to eligible persons. An individual is considered eligible for the High School/High Tech Program if the individual has a disability (as defined by the Rehabilitation Act of 1973, as amended) and if the individual requires vocational rehabilitation services to obtain employment. Individuals may also be co-enrolled in other One-Stop programs if they meet the eligibility requirements of those programs. At the heart of vocational rehabilitation programs is informed choice or choosing based on information. The Able Trust's consumers exercise informed choice regarding choice of counselor, what services to receive, the providers of the services, and employment outcomes. The choice of employment outcome must be consistent with the consumer's unique strengths, resources, priorities, concerns, abilities, capabilities, and interests.

WORKFORCE FLORIDA, INC., AGENCY FOR WORKFORCE INNOVATION, REGIONAL WORKFORCE BOARDS, ONE-STOP RELATIONSHIPS

Section 121 of the Workforce Investment Act of 1998 (WIA) requires Regional Workforce Boards to develop MOUs with the Regional Workforce Development Centers (One-Stops) to detail how resources will be coordinated across funding streams to operate and provide services. The vocational rehabilitation provider is a required partner under WIA and party to a MOU with each local workforce board. The Florida Division of Vocational Rehabilitation (DVR) is the designated State agency to provide vocational rehabilitation services under the Federal Rehabilitation Act of 1973, and the Able Trust maintains an annual agreement with DVR. The cost allocation plans for the Regional Workforce Boards become

the bedrock of the fiscal component of the partnership to ensure a fair and equitable distribution of local One-Stop system operational costs. To facilitate system-wide access to High School/High Tech services at each One-Stop Center, AWI/WFI will encourage participating Regional Workforce Boards to develop well-defined referral processes and electronic access to vocational rehabilitation services.

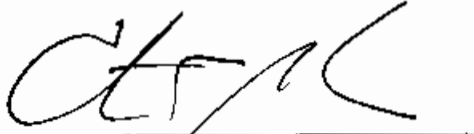
9. CONFIDENTIALITY

The Partners acknowledge their separate obligation to perform this Agreement in compliance with the requirements of the Public Records Law, Chapter 119, Florida Statutes and with other applicable Statutes that constitute express exceptions to the requirements of Section 119.07(1), Florida Statutes, by making certain categories of records "Confidential", Exempt From Disclosure, or accessible as prescribed by Statutes. (See section 945.10, Florida Statutes.) The Partners acknowledge that the data exchanged between agencies has been provided for official purposes and that public access to such data is limited and prescribed by Statute. Both parties agree to disseminate data only in compliance with confidentiality restrictions and in recognition of the exemptions from disclosure provided by law and to secure the other party's agreement prior to publishing that agency's data. AWI has MOUs with all the Regional Workforce Boards that outline the confidentiality requirements for data received in the course of delivering workforce services. This agreement requires the following:

Employees of AWI, One-Stop Centers, Regional Workforce Boards and their contractors and subcontractors, in the performance of their duties and in the course of delivering workforce program services, receive information obtained from employers, participants, and unemployment compensation claimants. The information received includes, but is not limited to, job and program applicant registrations, job orders, employer reports, unemployment compensation claims, and related records. This information is confidential, as required by Federal law and by subsection 443.1715 (1), Florida Statutes. The board, and their contractors and subcontractors, in the course of receiving and utilizing confidential, workforce-program information for the purpose of performing their duties, shall maintain the confidentiality of employer, employee, and participant identity, and all related information pursuant to State and Federal regulations, as identified in the annually executed "Regional Workforce Board Non-Disclosure and Confidentiality Agreement."

10. SIGNATURES

IN WITNESS WHEREOF, the Partners have caused this Agreement to be duly executed the day and year written below:



**Curtis C. Austin, President
Workforce Florida, Inc.**

8/31/04
DATE



**Susan Pareigis
Director
Agency For Workforce Innovation**

August 31, 2004
DATE

Sharon F. Griffith

**Sharon F. Griffith, M.B.A.
President and Chief Executive Officer
The Able Trust**

6/30/04
DATE