

**PARTNERSHIP AGREEMENT BETWEEN THE
FLORIDA DEPARTMENT OF EDUCATION,
DIVISION OF VOCATIONAL REHABILITATION,
WORKFORCE FLORIDA, INC.; AND
AGENCY FOR WORKFORCE INNOVATION**

1. PURPOSE:

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

**Florida Department of Education, Division of Vocational Rehabilitation (DVR)
Workforce Florida, Inc. (WFI)
Agency For Workforce Innovation (AWI)**

to initiate and promote cooperation between Regional Workforce Boards, AWI and DVR for resolution of disputes and delivery of services with the common goal of enabling persons with disabilities to achieve greater independence through employment.

Further, the purpose of this Agreement is to strengthen the One-Stop Delivery System through **maximum cooperation** between these Partners at the State level 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, the Florida Department of Education, Division of Vocational Rehabilitation (DVR) administers the Florida Vocational Rehabilitation Program, under the Rehabilitation Act of 1973, as amended and Chapter 413, Florida Statutes and is responsible for coordinating services on behalf of individuals with disabilities and assisting eligible individuals in securing suitable employment and financial and personal independence by providing rehabilitation services.

WHEREAS, Workforce Florida, Inc. (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.

WHEREAS, the Agency For Workforce Innovation 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, the Agency For Workforce Innovation 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;

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

2. PARTNERS:

The Partners in this Partnership Agreement (PA) are:

FLORIDA DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL REHABILITATION
2002-A, OLD ST AUGUSTINE ROAD
TALLAHASSEE, FLORIDA

WORKFORCE FLORIDA, INC
1974 COMMONWEALTH BLVD
TALLAHASSEE, FLORIDA

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

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. 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 among DVR, AWI and WFI, provided such agreement is signed by all Partners, prior to 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:

1. Provide staff to participate in state level and Regional Workforce Board meetings, ad hoc work meetings, and partnership meetings or related functions.
2. Promote information sharing and the coordination of activities to improve performance of Workforce Development Boards, One-Stop Centers and local Partners through the development and implementation of local Memoranda of Understanding.
3. Promote joint planning at the state, regional and local level.
4. Promote information sharing on joint training opportunities.
5. Encourage local partnerships and work together for funding opportunities.
6. Identify suitable grant and other supplemental funding opportunities, to increase resources available for workforce and vocational rehabilitation services by developing state-level and local grant writing teams and assisting local Partners to jointly apply for federal, state and private sector grants.
7. Exchange information and coordinate programs for a more streamlined and efficient workforce development system for disabled workers.
8. Promote usage of workforce services available through the One-Stop system before seeking contracts with other entities for those services.
9. Identify opportunities for coordination and elimination of barriers to cooperation.
10. Explore collaborative activities for the state's plan for the Workforce Investment Act, the State Vocational Rehabilitation Plan and the Strategic Plan for Workforce Development.
11. Promote the development of additional linkages with other appropriate state agencies and work with the local workforce development boards and One-Stop operators to promote the availability of services.
12. Establish trouble-shooting channels emphasizing initial direct local communication before involving state-level intervention.
13. Promote partnership through meaningful representation of DVR and other partners on Regional Workforce Boards Pursuant to Federal Rules and Regulations: DOL-ETA: WIA: Section 661.317
14. In order to help mutual customers, promote coordinated policies that can include definitions, eligibility requirements, joint use of evaluations and assessments, and referral methods. Promote the designation of liaison relationships, use of testing facilities, interpreter services for the deaf, 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 with disabilities in the MOUs developed by the Regional Workforce Boards.

6. UNIVERSAL ACCESS/ACCESSIBILITY

The Partners agree to provide for the promotion of equal, effective and meaningful participation by individuals with disabilities through promotion of program accessibility, reasonable accommodations, auxiliary aids and services, and rehabilitation technology. The DVR funding stream is the primary source for funding the needs of those clients who have been identified as “eligible persons,” as the term is defined in section 7 below.

7. ORGANIZATIONAL LEGAL REQUIREMENTS

DVR SUPERVISORY REQUIREMENTS AT LOCAL LEVEL

The Division of Vocational Rehabilitation (DVR) is the designated State agency to provide Vocational Rehabilitation services under the Federal Rehabilitation Act of 1973. DVR employs associates throughout the state who carry out the mission of the Rehabilitation Act. These associates remain under the official supervision of DVR. In the spirit of partnership, the Partners agree to negotiate issues regarding the day-to-day relationships of DVR associates with One-Stop partner associates in order to promote the one-stop system in a coordinated manner while retaining DVR responsibilities.

DVR can provide services to eligible persons. An individual is eligible if the individual has a disability (as defined by the Rehabilitation Act) and if the individual requires vocational rehabilitation services to prepare for, secure, retain, or regain employment.

At the heart of the DVR program is informed choice, or choosing based on information. DVR 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 1998 (WIA) requires Regional Workforce Boards to develop Memorandums Of Understanding (MOUs) with the Regional Workforce Development Centers (One-Stops) to detail how resources will be coordinated across funding streams to operate and provide services. Vocational Rehabilitation under WIA is a required

partner and party to a memorandum of understanding with each local workforce board. Further, the Act requires participation in and access to DVR services via the One-Stop system.

AWI will facilitate the development and approval of cost allocation plans consistent with federal rules governing cost allocation. The cost allocation plans of the regional workforce boards become the bedrock of the fiscal component of the partnership and ensure a fair and equitable distribution of local One-Stop system operational costs.

AWI will encourage and facilitate the inclusion and co-location of Department of Vocational Rehabilitation services staff in at least one One-Stop service center in each workforce region. In addition, to facilitate system wide access to DVR services at each One-Stop service center, AWI will encourage Regional Workforce Boards to develop well-defined referral processes and electronic access to VR services.

8. PARTICIPATION IN THE ONE-STOP SYSTEM

The Partners agree to promote the participation of DVR in the One-Stop service delivery system through the following:

- Arrange for DVR's presence in the one-stop centers through co-location and/or part-time or itinerant presence;
- Arrange for payment and/or funding of DVR's equitable share of the costs of the relevant One-Stops through proper cost allocation and resource sharing mechanisms, including in-kind services.
- DVR will adhere to the state statute which requires that DVR be the payor of last resort (Section 413.731 Florida Statutes).
- DVR can participate in the one-stop system as permitted by the federal Rehabilitation Act and by Chapter 413 of Florida Statutes.
- DVR will determine whether comparable benefits are available under any program other than DVR to cover costs of services and utilize such services and benefits as required by the Florida Statutes and DVR policy.
- Regarding the Ticket to Work program, any SSI/SSDI beneficiary eligible for a ticket may choose to assign their ticket to DVR. In such cases, DVR will promote coordination of their services with those available through the One-Stop system.

9. CONFIDENTIALITY

The Partners agree that DVR has certain confidentiality requirements, discussed below.

DVR is under the following federal requirements regarding release of information to other programs or authorities:

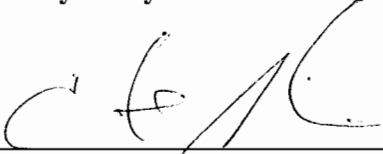
- Upon receiving the informed written consent of the individual (or if appropriate, the individual's representative), DVR may release personal information to another agency or organization for its program purposes only to the extent that the information may be released to the involved individual (or the individual's representative) and only to the extent that the other agency or organization demonstrates that the information requested is necessary for its program.
- Medical, psychological or other information that DVR determines may be harmful to the individual may be released if the other agency or organization assures DVR that the information will be used only for the purpose for which it is being provided and will not be further released to the individual.
- DVR must adhere to specific restrictions regarding release of information related to HIV and/or AIDS.

DVR policy also states the following:

- Information can be shared upon the informed written consent of the individual, as already discussed. Opportunities for obtaining this consent vary by customer and are to be sought throughout the rehabilitation process, as appropriate. For example, if a customer agrees that he or she wants to be referred for other services or to be entered into a job search system, the customer can give consent for that and appropriate information may then be shared. Blanket consent forms should be discouraged. Customers could sign such a form and not realize that sensitive information that DVR obtains months in the future could be shared, and this may not be what the customer wants. The sharing of DVR information has to be done on a case-by-case and individual basis.
- DVR cannot automatically provide names, social security numbers or other identifying information to the One-Stop operators or other entities for those who are served by DVR as part of the One-Stop System. Again, this information can be provided on the basis of informed written consent.
- Within the confidentiality constraints, DVR can be a valuable Partner in the One-Stop System and can work with Partner agencies in the best interest of the customers so that they are engaged in a coordinated and comprehensive effort on their behalf based on their choices.

10. SIGNATURES

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



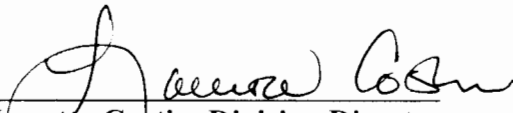
Curtis C. Austin, President
Workforce Florida, Inc.

6/22/04
DATE



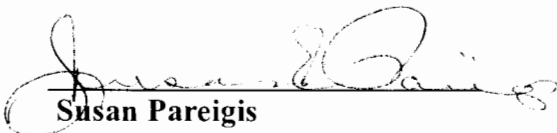
Jim Horne, Commissioner
Florida Department of Education

6/16/04
DATE



Loretta Costin, Division Director
Division of Vocational Rehabilitation
Florida Department of Education

4/20/04
DATE



Susan Pareigis
Director
Agency For Workforce Innovation

2/11/03
DATE