

January, 2004

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

**I. 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 Blind Services (DBS)  
Workforce Florida, Inc (WFI)  
Agency For Workforce Innovation (AWI)**

To initiate and promote cooperation between Regional Workforce Boards, AWI and WFI for resolution of disputes and delivery of services with the common goal of enabling Individuals with Visual Impairments to achieve greater independence through employment.

Further, the purpose of this Agreement is to strengthen the One-Stop Delivery System through maximum cooperation between all 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 Blind Services (DBS) administers the Florida Vocational Rehabilitation Program for individuals who are blind, under the Rehabilitation Act of 1973, as amended and Chapter 413, Part I, Florida Statutes and is responsible for coordinating services on behalf of individuals with visual impairments 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 unemployment compensation and labor market information, collection, compilation 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 BLIND SERVICES  
1320 EXECUTIVE CENTER DRIVE  
SUITE 100, ATKINS BUILDING  
TALLAHASSEE, FLORIDA 32399**

**WORKFORCE FLORIDA, INC  
1974 COMMONWEALTH BOULEVARD  
TALLAHASSEE, FLORIDA 32303**

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

**3. TERMS OF AGREEMENT:**

This agreement is hereby entered into in cooperation by the signatory Partners in order to develop additional opportunities for individuals seeking employment, 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 between DBS, AWI and WFL, 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 state and 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 workers with visual impairments.
8. Promote usage of workforce services available through the One-Stop system before seeking contracts with other entities for those services, as appropriate.
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 issue resolution (or problem solving) channels emphasizing initial direct local communication before involving state-level intervention.
13. Promote partnerships through meaningful representation of DBS and other partners on Regional Workforce Boards pursuant to Federal Rules and Regulations: DOL-ETA: WIA: Section 661.317 when possible
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 and promote the designation of a liaison to facilitate shared use of testing facilities, interpreter services for the deaf / blind, 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, effective communication, auxiliary aids and services, and rehabilitation technology. The Division of Blind Services 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**

### **DBS SUPERVISORY REQUIREMENTS AT LOCAL LEVEL**

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

The DBS and the One-Stop system can provide services to eligible persons. An individual is considered eligible for DBS services 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 prepare for, secure, retain, or regain employment. Individuals may also be co-enrolled in other One-Stop programs if they meet the eligibility requirements of those programs. Informed choice is at the heart of DBS and other workforce programs. The DBS consumers may exercise informed choice regarding choice of counselor, what services to receive, the providers of the services, and employment outcomes. The choice of an employment outcome must be consistent with the consumer's unique strengths, resources, priorities, concerns, abilities, capabilities, and interests. One-Stop Systems and DBS will coordinate resources to ensure available services are maximized and are not duplicated

### **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 is a required partner under WIA and party to a Memorandum of Understanding agreement with each local workforce board. Further, the Act requires participation in and access to DBS services via the One-Stop system. AWI and DBS will jointly 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. The AWI will encourage and facilitate the inclusion and co-location of DBS' staff in at least one One-Stop service center in each workforce region. In addition, to facilitate system-wide access to DBS 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 DBS in the One-Stop service delivery system through the following:

- ➔ Facilitate discussions for DBS' presence in the One-Stop centers through co-location and/or part-time or itinerant presence;
- ➔ Facilitate discussions for payment and/or funding of DBS' equitable share of the costs of the relevant One-Stops through proper cost allocation and resource sharing mechanisms, including in-kind services;
- ➔ DBS can participate in the One-Stop system as permitted by the Federal Rehabilitation Act and by Chapter 413 of Florida Statutes;
- ➔ DBS will determine whether comparable benefits are available under any program other than DBS to cover costs of services and utilize such services and benefits as required by the Florida Statutes and DBS policy; and
- ➔ Regarding the Ticket to Work program, any SSI/SSDI beneficiary eligible for a ticket may choose to assign their ticket to DBS. In such cases, DBS will inform individuals about services with those available through the One-Stop system.

## **9. CONFIDENTIALITY**

The Partners agree that DBS has certain confidentiality requirements as discussed below.

DBS 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), DBS 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 receiving agency or organization demonstrates that the information requested is necessary for its program.

- Medical, psychological or other information that DBS determines may be harmful to the individual may be released if the receiving agency or organization assures DBS 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.
- DBS must adhere to specific restrictions regarding release of information related to HIV and/or AIDS.
- Confidential personal information can be shared with other One-Stop partners only upon the informed written consent of the individual (or the individual's representative), and must be done on a case-by-case basis.

The DBS 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 DBS obtains months in the future could be shared, and this may not be what the customer wants. The sharing of DBS information has to be done on a case-by-case basis.
- DBS 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 DBS as part of the One-Stop System. Again, this information can be provided on the basis of informed written consent.
- Within the confidentiality constraints, DBS 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.

AWI has Memorandums of Understanding with all the RWBs that outline the confidentiality requirements for data received in the course of delivering workforce services. This agreement requires the following:

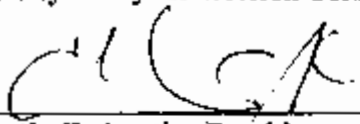
Employees of AWI, One-Stop centers, regional workforce boards (RWBs) and their contractors and subcontractors, in the performance of their duties and in the course of delivering workforce program services, receive information obtained from employers, participants and unemployment compensation claimants. 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".

AWI will modify these MOU's with the RWBs in the future to include vocational rehabilitation records.

#### 10. SIGNATURES

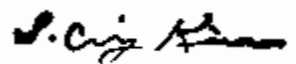
IN WITNESS WHEREOF, the Partners have caused this Agreement to be duly executed the day and year written below:

  
Curtis C. Austin, President  
Workforce Florida, Inc.

4/7/04  
DATE

  
Jim Horne  
Commissioner of Education  
Florida Department of Education

3/3/04  
DATE

  
S. Craig Kiser, Director  
Division of Blind Services  
Florida Department of Education

02/12/04  
DATE

  
Susan Pareigis, Director  
Agency For Workforce Innovation

3/17/04  
DATE