

INTERAGENCY AGREEMENT
BETWEEN

Bay Area Youth Services, Inc.
and
The School Board of Sarasota County, Florida

This Agreement is entered into this ____ day of _____ 2018, effective July 1, 2018, by and between Bay Area Youth Services, Inc. (BAYS Florida) and The School Board of Sarasota County, Florida (THE BOARD).

Purpose:

The Bay Area Youth Services, Inc. (BAYS Florida) is a delinquency program, Juvenile Delinquency Alternative Program (JDAP), in several Florida Judicial Circuits. Students who participate in JDAP will be given individualized plans that have been developed and are monitored by a four or five-member team comprised of two representatives from the JDAP staff and two or three from community resource agencies. BAYS' objective is to divert those arrested students who have been identified as at high risk to becoming habitual juvenile offenders from further penetration of the Juvenile Justice System.

BAYS agrees that:

1. Its JDAP staff will intensively monitor and counsel referred juveniles.
2. JDAP staff will comply with contact requirements as set forth in the Supervision Contact Requirements section of the Department of Juvenile Justice JDAP Quality Improvement Manual. (See Attachment #1)
3. JDAP staff will work with other agencies and individuals within the community, and victims in order to give the students and parents the tools needed for the student to succeed.
4. It will assure that all volunteers, employees or agents who will be present on school grounds will be fingerprinted and have their backgrounds checked as provided by Florida law. BAYS will furnish the results of all background checks to THE BOARD before any of its volunteers, employees or agents will be permitted on school grounds while students are present. BAYS will further immediately furnish to THE BOARD any notifications of arrests it receives with respect to volunteers, employees or agents who are present on school grounds. BAYS will bear the cost of the fingerprinting/background checks. The Board has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by THE BOARD pursuant to Florida law. Like other visitors to school grounds, BAYS volunteers, employees or agents will also be subject to RAPTOR screening on school

campuses. Additionally, any mentor must sign in and out of the school district's Volunteers Count! database each time they are on campus to mentor.

5. It will hold harmless, indemnify, and defend THE BOARD, its agents, servants, employees, in their official and individual capacity, from any demand, claim, suit loss, cost, expense or damage which may be asserted, claimed or recovered against or from THE BOARD, its agents or employees, in their official or individual capacity, by reason of any damage to property or injury or death of any person which arises out of, is incident to, or in any manner connected with this Agreement. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied. Nothing in this provision is intended to waive any sovereign immunity to which THE BOARD may be entitled.
6. It will maintain \$500,000 in general liability insurance. As evidence of insurance coverage, BAYS shall furnish THE BOARD with a Certificate of Insurance.

THE BOARD agrees:

1. Upon receipt of appropriate parental/guardian permission, to provide access to students selected for JDAP participation. Students will be 17 years of age or under at the time of the offense (older students will be accepted on case-by-case basis) and the State Attorney will have agreed to recommended diversion.
2. Upon receipt of appropriate parental/guardian permission, to provide access to student information, i.e., demographics, schedule, grades, test scores, behavior issues, other school concerns and attendance.

Both Parties Agree:

1. That this Agreement is not intended to provide any mechanism by which monies are paid or received from either party.
2. BAYS is an independent contractor and neither it nor any of the supervisors, employees, aides or any other persons used by BAYS in this program shall be deemed an employee, servant, or agent of THE BOARD while serving or participating in the provisions of BAYS' JDAP program.
3. That any additions, changes, deletions or modifications to this Agreement must be agreed upon, in writing, by both parties.
4. That the services provided under this Agreement shall begin on July 1, 2018, and terminate June 30, 2019, unless terminated at an earlier date by either party. Either party may terminate this Agreement at any time, without cause, by giving thirty days written notice.

5. Any notice given pursuant to this Agreement shall be made to BAYS at 1750 17th Street, Building H, Sarasota, Florida, 34234, to the attention of the CEO, and to THE BOARD at 1960 Landings Blvd., Sarasota, Florida, 34231, to the attention of the Supervisor of Student Services.
6. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and sole and exclusive jurisdiction for any action shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida.

IN WITNESS WHEREOF, THE BOARD and BAYS have executed this Agreement as of the date first written above.

Bay Area Youth Services, Inc.

By 
Dr. Pam Alvarez
President & CEO

The School Board of
Sarasota County, Florida

By _____
Bridget Ziegler, Chair

Approved for Legal Content,
April 12, 2017 by Matthews Eastmoore,
Attorneys for The School Board
of Sarasota County, Florida
Signed: _____ASH

Attachment #1

Standards for Juvenile Delinquency Alternative Program

2.02 Case Assignment, initial Contact, and Positive Achievement Change Tool (PACT) Full Assessments

The program shall ensure each youth is assigned a case manager and shall conduct a PACT Full Assessment on all youth within ten (10) calendar days of the date the provider receives the youth's complete referral packet.

Guidelines: A complete referral packet may include: Police Report, SAR, Notice of Referral from SAO, Victim/Restitution information, Comprehensive Assessment, or other information regarding a youth's mental health or substance abuse issues.

During the initial meeting, the case manager obtains the signature of the youth and parent/guardian on the participation agreement. Admission to the program shall be documented through the signature of the youth and his/her parent on the participation agreement(s) denoting their understanding of the expectations of the program. The placement entered into JJIS for JDAP should match the date of the signatures.

The reviewer should look at the date and provider received the full referral packet, as this will be the actual start to the program's ten days to make a case assignment and complete the PACT.

Review a sample of youth records to determine if youth were assigned to a case manager and assessed within the ten days.

Review a sample of youth records to ensure documentation reflects the initial contact and signing of the participation agreement occurred within ten days.

Any PACT completed by a Juvenile Probation Officer (JPO) during the intake process shall not be used to determine compliance with this indicator.

Review a sample of PACTs in JJIS to ensure the program is completing the PACT Full Assessment within ten calendar days of referral.

Reference:

- Scope of Services, JDAP Standard Contract, Probation and Community Corrections (Intervention)

2.05 Individual Service Plan Implementation/Supervision

Youth are supervised in a manner ensuring completion of the Individual Service Plan. Staff documents all case activities, including face-to-face interaction and telephone contact with the youth, parent(s)/guardians(s), and providers, and review of written or verbal reports from collateral sources, such as educational institutions, employers, counselors, electronic databases, etc. Case notes demonstrate compliance (or attempted compliance) with youth, parent/guardian, and staff action steps contained in the Individual Service Plan.

Guidelines: The supervision requirements for each youth are different and depend on such things as community protection, family and community support structure, involvement in positive activities, work and school among many other factors. Supervision of the youth is centered on the completion of the Individual Service Plan sanctions and goals.

Review case notes to confirm goal action steps and requirements are being completed as stipulated in each youth's Individual Service Plan.

Review case notes to ensure they include all activities of a case and reflect the youth's progress as related to each goal.

References:

- Scope of Services, JDAP Standard Contract, Probation and Community Corrections (Intervention)