

**Memorandum of Agreement
Between
Kids First of Florida, Inc.
And the
School Board of Clay County
Checking a Child Out of School**

This agreement is entered into between the School Board of Clay County (hereinafter referred to as "SBCC") and Clay & Baker Kids Net, Inc., d/b/a Kids First of Florida, Inc. (hereinafter referred to as "KFF") to delineate the responsibilities of the parties when checking a child, served by KFF, out of school in Clay County.

PURPOSE:

The Florida Department of Children and Families contracted with KFF to be the lead agency to assume responsibility for, and the oversight of, all post protective child investigative services in Clay County, Florida. KFF is a non-profit corporation that was founded in 2003. Our mission is "to ensure the safety of children through a holistic approach designed to support the health and well-being of families". The following services are provided as a direct service of KFF: protective supervision; foster care; case management; Independent Living and the recruitment, training and licensing of foster/adoptive families. Services are also contracted through local providers for Prevention, Preservation, and Reunification Services, and Parenting and Visitation Services. KFF continues to develop systems that efficiently and effectively care for vulnerable children and families by focusing on early intervention, assessment and coordination of services in order to assure family stabilization, reunification, and permanency for children. KFF also relies on the expertise of a network of partners to provide services outside the scope of the agency; examples include domestic violence, substance abuse, behavioral health, day care, educational services and medical care.

KFF recognizes the SBCC as a provider of public educational services in Clay County. It is our intent that KFF and the SBCC shall work together to meet the needs of children served by KFF.

SERVICE AREA:

The boundaries of the service area are defined as Clay County, Florida.

RIGHT'S AND RESPONSIBILITIES:

I. The SBCC agrees to:

1. The SBCC will request agency issued identification of any KFF employee who is requesting information on a student or trying to check a student out of school.
2. If the KFF employee can not present agency issued identification, information will not be released to the KFF employee nor will the child be permitted to be checked out by the KFF employee.
3. Each school will maintain a copy of the court order identifying each child that is in the custody of the Department of Children and Families.
4. When given prior notice, the school will ensure that the child is prepared to be checked out of school, when the KFF employee arrives.

II. KFF agrees to:

1. KFF Family Service Counselor's will carry agency issued identification with them at all times, when on SBCC property and present it to SBCC personnel, upon request.
2. Upon receipt of case in which a child is in a licensed out-of-home placement or when a child's placement changes from in-home care to licensed out-of-home care or from relative care to foster care, the Family Service Counselor (hereinafter referred to as "FSC") assigned to the case will provide the school that the child attends with a copy of the court order identifying that the child is in the custody of the Department of Children and Families.
3. When possible, when visiting a child's school, the FSC will carry a copy of the court order that he or she provided to the child's school, with them in case the order needs to be resubmitted to the child's school.
4. Whenever possible, KFF employees will inform the school in advance, if they are planning to check a child out of school.
5. KFF employees will inform the child's guardian, if they are going to check a child out of school.
6. If the child attends an afterschool program or daycare, the KFF employee will notify the program or daycare, if the child will not be attending the program or daycare that day.

III. Both SBCC and KFF Agree:

- A. KFF and the SBCC agree to facilitate communication between the parties through the liaisons below, as designated for each agency:

KFF
Shawna Darling, Program Director
1726 Kingsley Avenue, Suite 2
Orange Park, Florida 32073
(904)278-5644

SBCC
Donna Wethington, Supervisor
23 South Green Street
Green Cove Springs, Florida 32043
(904)529-4995

GENERAL PROVISIONS:

Term. This Agreement will be effective from February 1, 2011 or date of signature, whichever is later, and will automatically be renewed each year thereafter. This agreement may be terminated by a 30-day written notice from either party without cause.

Confidentiality. Where applicable, the parties will comply with the Health Insurance Portability and Accountability Act, as well as all regulations promulgated there under (45 CFR Parts 160, 162, and 164).

Independent Agencies. By this Working Agreement, the parties intend to remain mutually independent agencies. Each party and the officers, employees, agents, subcontractors or other contractors thereof shall not be deemed by virtue of the agreement to be officers, agents, or employees of the other party.

Indemnification. Each party agrees to accept and is responsible for its own acts and omissions in providing services pursuant to this Agreement as well as those acts or omissions of its employees and nothing in this Agreement shall be construed to place any responsibility for such acts or omissions onto the other party. Nothing herein is intended to waive sovereign immunity by any party to whom sovereign immunity is applicable. Nothing herein shall be construed as consent by any party to be sued by a third party in any matter arising out of any contract.

Insurance. KFF, at its sole cost and expense, shall procure and maintain such policies of general liability and other insurance as shall be necessary to insure KFF and its employees against any claim occasioned directly or indirectly in connection with the performance of any services and activities performed by KFF in connection with this Agreement. The SBCC, a state agency or subdivision, is self-insured through the State of Florida, covering the negligent acts or omissions of the SBCC, including its officials, employees and agents while acting within the scope of their authorized powers and duties of employment. The SBCC agrees to be fully responsible to the limits set forth in section 768.28, Florida Statutes, for its negligent acts or omissions and for any damages proximately caused by said acts or omissions. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement or as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes.

Modification. Any modifications to this agreement will be made in writing with the consent of both parties.

All terms of this agreement are fully understood and accepted by the SBCC and KFF as represented by the signers of this agreement below.

SIGNATURES:

Kids First of Florida, Inc.

School Board of Clay County

Irene M. Toto, CEO

Frank Farrell, Chairman

Date

Date