
AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA
regarding
INTERAGENCY REFERRAL AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 201 South Rosalind Avenue, Orlando, FL 32801 (the "**County**"), on behalf of its Youth and Family Services Division, and **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a political subdivision of the State of Florida whose principal address is 445 West Amelia Street, Orlando, Florida 32801 (the "**Referral Partner**"). The parties may be individually referred to as "party" or collectively referred to as "parties."

RECITALS

WHEREAS, the County, through its Youth and Family Services Division, provides social services to Central Florida's vulnerable populations (and the family members of those vulnerable populations) through programs including the following: Parenting Support Squad Family Counseling, Family Preservation and Stabilization, Parent Support Squad, Youth Shelter, Great Oaks Village, and Juvenile Assessment Center (as more specifically outlined in "**Exhibit A**"); and

WHEREAS, the County believes that the reach, quantity, and quality of services available to those vulnerable populations (and the family members of those vulnerable populations) can be enhanced through collaboration with different social service agencies throughout the Central Florida community; and

WHEREAS, OCPS is a public-school system that operates a voluntary program to meet the needs of pregnant and parenting teens known as "The Teen Parent Program"; and

WHEREAS, the parties seek to establish a referral relationship so that they can refer eligible individuals to their respective programs.

NOW THEREFORE, in mutual covenants set forth in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated as a material part of this Agreement by reference.

Section 2. Documents.

A. The documents that are incorporated by either reference or exhibit and thereby form this Agreement are:

1. This Agreement; and
2. **Exhibit A: Scope of Services.**

Section 3. The Obligations of the Parties.

A. Both the County and the Referral Partner will meet the obligations as described in the *Scope of Services* that is attached to this Agreement as "**Exhibit A.**" The *Scope of Services* may not be interpreted as providing for any services that the parties do not perform in the course of their usual business practices and activities.

B. **No Financial Commitment.** The parties agree that all Services performed under this Agreement shall be for referral to the other's services only and shall be without any form of payment or other financial compensation by either party. Both parties shall be solely responsible for their own costs and expenses incurred as a result of providing Services pursuant to this Agreement.

C. **No Guarantee of Referral.** The parties acknowledge that their resources are limited and agree to accept qualifying referrals from one another when resources permit. Notwithstanding the foregoing, there is no obligation on either party to accept a referral from the other or to make a referral to the other.

D. **Confidential Information.** The parties acknowledge their obligations to comply with the federal Health Insurance Portability and Accountability Act's ("HIPAA") Privacy Rules, the Breach Notification rules under the Health Information Technology for Economic and Clinical Health Act, the Family Educational Rights and Privacy Act ("FERPA"), and the Florida Information Protection Act, as applicable, when dealing with, and maintaining, protected information and records. No Protected Health Information or Personally Identifiable Information shall be shared between the parties but for the exception found in Paragraph "E" below.

E. **Required Consent for Referrals.** All referrals made to or by the County in which any Protected Health Information or Personally Identifiable Information will be shared from County to Referral Partner (or vice versa) shall be made only with written and executed consent by the client in question or the legal guardian of the client in question, as applicable. That consent must cover the transfer of any information that could be considered protected or confidential under HIPAA, FERPA, or the Florida Information Protection Act, as applicable.

Section 4. Term and Termination.

A. **Term.** The term of the Agreement shall begin upon full execution by both parties and shall terminate three (3) years thereafter. This Agreement may be renewed for up to two (2) additional three (3) year terms upon written mutual consent by both parties.

B. **Termination.** Either party may terminate this Agreement at any time for any reason by giving at least fourteen (14) calendar days' written notice. Notice of termination shall be provided in accordance with the "**Notices**" Section of this Agreement. No damages may be assessed against either party for its termination of the Agreement, regardless of whether that termination was for convenience or cause.

Section 5. Notices.

A. Notices to either party provided for in this Agreement shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following:

To the County: Orange County Youth & Family Services Division
Attn: Division Manager
1718 East Michigan Street
Orlando, Florida 32806

AND

Orange County Administrator
Administration Building, 5th Floor
201 S. Rosalind Avenue
Orlando, Florida 32801

To the Referral Partner: The School Board of Orange County, Florida
445 West Amelia Street
Orlando, Florida 32801

B. Either of the parties may change, by written notice as provided above, the addresses or persons for receipt of notices.

Section 6. Indemnification, Sovereign Immunity, Liability, and Independent Contractor.

A. **Indemnification.** Intentionally omitted.

B. **No Waiver of Sovereign Immunity.** Nothing contained in any provision of this Agreement shall constitute or be construed or interpreted as a waiver of either party's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

C. **Liability.** Neither party may be held liable for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement. Without waiving any of the provisions or protections under this Agreement or pursuant to Florida law, neither party may be held liable under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against the County related to this Agreement and are not confined to tort liability.

D. **Independent Contractor.** The parties agree that the relationship between the County and the Referral Partner that is established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed as creating any employment relationship between the County or any of its employees and the Referral Partner or any of its employees. Neither party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

Section 7. **Insurance.** The Referral Partner is self-insured and will provide the County with a statement of self-insurance upon the County's request. The Referral Partner agrees to maintain insurance coverage during the term of this Agreement. If the Referral Partner will be providing services on County property or at County facilities, then specific insurance requirements may be attached to this Agreement as "Exhibit B," which, when added, will become a part of this Agreement.

Section 8. **General Terms.**

A. **Assignments and Successors.** The parties deem the Services to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

B. **Attorneys' Fees and Costs.** Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an "Action").

C. **Authority to Practice.** The Referral Partner, by this Agreement, represents and warrants that it has and will continue to maintain all licenses, permits, and approvals that are required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses, permits, and approvals shall be submitted to the County upon request.

D. **Conflicts.** The Referral Partner shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the County. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.

E. **Construction and Representations.** Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.

F. **Counterparts and Electronic Transmission of Signatures.** This Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full Agreement as executed by that party to the other party as mutually agreed upon by the parties, and delivery shall be effective and complete upon completion of such transmission.

G. **Governing Law.** This Agreement shall be considered as having been entered into in the State of Florida, United States of America, and shall be construed and interpreted in accordance with the laws of that state.

H. **Headings.** The headings or captions of sections or subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

I. **Jury Waiver.** Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.

J. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or may be construed to, confer upon any person other than the parties, their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

K. **Nondiscrimination.** The Referral Partner shall, at no time during the provision of services funded through this Agreement, discriminate based on race, color, religion, national origin, sex, or sexual orientation. Both parties shall comply with any and all applicable federal, state, and local anti-discrimination laws, rules, and regulations.

L. **Remedies.** No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

M. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

N. **Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

O. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

P. **Use of County and Referral Partner Logos.** Both parties are prohibited from use of any and all of the other party's emblems, logos, or identifiers without written permission from that party. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.

Q. **Venue.** Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Orange County, Florida.

R. **Waiver.** No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

S. **Written Modification.** No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement.

Section 9. Entire Agreement. This Agreement, and any documents incorporated in this Agreement, set forth and constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners


By: _____
Deputy Clerk

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA


TERESA JACOBS, Chair

Date: 4/28/25

ATTEST:


MARIA F. VAZQUEZ, Ed.D., Superintendent

Date: 4-28-2025

Approved as to form and legality by the Office
of Legal Services to the Orange County School
Board on: 3-27-25 Signature: V. Cocotas
Print Name: Vivian Cocotas

**EXHIBIT A
SCOPE OF SERVICES**

1. **Purpose.** The purpose of this Agreement is to establish a referral relationship between the County and the Referral Partner whereby the County refers children and families enrolled in Youth and Family Services programs to the Referral Partner for the Teen Parent Program, and the Referral Partner refers children and families to the County's Youth and Family Services Division for counseling, case management, and other social services ("**Services**").
2. **Referrals.**
 - A. The County shall offer and provide the Referral Partner's name, location, and contact information to children and families that contact the County or are enrolled with the County's Youth and Family Services Division and express an interest or are in need of the Services provided by the Referral Partner.
 - B. The Referral Partner shall offer and provide the name, locations, and contact information for the County's Youth and Family Services Division to children and families that contact the Referral Partner and express an interest or are in need of the Services provided by the County's Youth and Family Services Division.
 - C. The parties shall evaluate referrals and provide Services to children and families that meet the parties' respective qualifications for Services. Each party shall be the sole determiner of whether referred children and families qualify for their respective Services. Nothing in this Referral Agreement shall require a party to provide Services if said party determines that it is unable to provide Services or the referred children or families do not qualify for Services.
3. **Orange County Services.** Orange County Services include the following:

YOUTH SHELTER

Services provided include:

- Temporary shelter
- Individual, family, and/or group counseling
- Case management
- Information and referrals

Eligibility requirements for youth:

Ages 12-17 residing in Orange, Osceola, and Seminole County

Running away or threatening to run away

Truant or demonstrating disciplinary problems in school

Ungovernable (beyond the control of their parents) or homeless/locked-out

ORANGE COUNTY FAMILY COUNSELING

Services provided include:

- Individual counseling dealing with family, peer, school issues for 12 weeks
- Case Management
- Information and referrals
- Parent Education/Crisis Intervention/Community Outreach
- Court supervision for ungovernable children

Eligibility requirements for youth:

Ages 11-17 residing in Orange County
Running away or threatening to run away
Truant or demonstrating disciplinary problems in school
Ungovernable (beyond the control of their parents) or homeless/locked- out Youth may not be involved with the Department of Juvenile Justice or Department of Children & Families

OAKS COMMUNITY INTERVENTION PROGRAM

Services provided include:

- Family Counseling
- Intensive Probation Supervision
- Case management
- Community-Based Referrals
- Drug Testing

Eligibility requirements for youth:

Ages 10-18 residing in Orange County
Referred by the Department of Juvenile Justice and are on probation or will be placed on probation from Intake.
Youth with charges or presenting offenses that range from first and second misdemeanor offenses to minor property offenses in the third-degree felony category.
Youth with social, behavioral or emotional problems and/or an identified special need.
Youth and family agree to services voluntarily for counseling services and supervision

FAMILY PRESERVATION AND STABILIZATION PROGRAMS: HOMEMAKERS AND INTENSIVE CRISIS COUNSELING PROGRAM

Services provided include:

- Individual and/or Family Counseling
- Case management
- Information and Referrals
- Training in parenting, budgeting, cleanliness , etc.

Eligibility requirements for youth:

Referred by the Department of Children and Families due to a prior, current, or pending investigation for abuse, neglect, or abandonment and the service is necessary for child safety and to keep the child from being removed from the home.
Living with Parents/Guardians/Relatives who are willing to participate in services voluntarily and have the ability and capacity to participate as determined by DCF.
Residing in Orange County

GREAT OAKS VILLAGE

Services provided include:

- Residential Group Care
- Case Management
- Individual & Group Counseling
- Independent Living Training
- Education & Tutoring
- Educational & Recreational Activities

Eligibility requirements for youth:

Youth ages 6-17 in the custody of the Department of Children and Families residing in Orange and Osceola County.

Children are placed by the Community Based Care of Central Florida through their Intake and Placement contracted provider

PARENTING SUPPORT SQUAD

Service provided include:

- Teen pregnancy prevention and intervention
- Parenting program
- Adverse Childhood Experiences Screening (ACES)
- Community Store
- Case Management Service
- Transportation Services
- Teen Pregnancy Hotline

Eligibility Requirements for youth:

Prevention Support Groups: Youth ages 12-17 years old

Teen Expectant Parents - Ages up to 19 years old Teen Parents -Ages up to 19 years old

4. **Referral Partner Services.** Referral Partner Services include the following:

TEEN PARENT PROGRAM

Services Provided Include:

Student may remain at their zoned High School

- Offered in every high school in OCPS - Students who choose to remain at their zoned High school may receive childcare vouchers for reduced childcare services on route to their zoned school. OCPS transportation is provided. High school students can earn 0.5 credit for the Parenting Skills Course, via Orange County Virtual School

Student may attend the BETA school program

- Students may choose to attend BETA School, an alternative school with small class sizes matching the student's existing course progression, parenting classes, and ESE and ESOL services. On-site nurse for the babies is provided by OCPS; childcare is provided through our partnering agency, UCP of Central Florida, for children from six weeks to four years of age

Eligibility Requirements for Youth:

- Childcare services will only be paid using the voucher when the teen parent is present in school
- Students must comply with district attendance policies; having more than 10 unexcused absences may result in cancellation of services

5. **Cost.** The parties agree that all Services performed under this Referral Agreement shall be for referral to the other's services only and shall be without any form of payment or other financial compensation by either party. Any costs or expenses incurred by either party shall be the sole responsibility of that respective party.