

MEMORANDUM OF AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE
AND

PARTIES TO THIS MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is between _____, (“Trainer”), and the Florida Department of Juvenile Justice (“Department”), which are the parties hereto.

_____, the employer of the individual who will be a Trainer pursuant to this Agreement is referred to herein as (“Provider”)

PURPOSE

Whereas the **Department** wishes to maintain high standards of data timeliness, quality and availability, and the **Provider** wishes to have a member of its staff train employees in the use of the Department’s Juvenile Justice Information System (JJIS), and the Trainer wishes to be a Provider employee authorized by the Department to conduct such training, the parties enter into this Agreement for the purpose of establishing guidelines and parameters to facilitate effective training and the timely, accurate, and high quality entry of data, for the mutual benefit of the Provider, Trainer and Department.

I. TERM OF AGREEMENT

This Agreement shall begin on the date on which it is signed by both parties, and shall end one year later.

II. SCOPE OF AGREEMENT

The Department and Trainer agree to carry out their respective duties and responsibilities outlined below, subject to controlling law, policy(ies) and/or procedures, and in consideration of the mutual interests and understanding expressed herein.

A. General Conditions

1. The Trainer agrees to assure all employees trained by the Trainer who will have access to the JJIS are trained in accord with the most current standards, processes, and curriculum provided by the Department;
2. Trainer agrees he/she must be prequalified, trained and approved by the Department prior to delivering any Department related training to ensure they are proficient in the areas they are going to train;

3. Trainer's agrees to keep current in knowledge about JJIS and to participate in Department meetings, conference calls, training and other activities the Department requires of Trainers;
4. The Trainer agrees to follow the Department's training curriculum completely and thoroughly without modification;
5. The Trainer agrees to provide the Department with the names and training results for each class within 5 days after it is taught;
6. The Trainer agrees to get feedback from students after each class and to share that feedback with the Department;
7. The Trainer agrees the Department has the right to observe teaching without advance notice;
8. The Trainer agrees to only provide JJIS training when permitted by the Department. The Department may withdraw permission for the Trainer to provide this training without prior notice. Any withdrawal of permission to provide training on JJIS will be provided in writing;
9. Upon the expiration or termination of this agreement the Trainer will cease providing JJIS training;
10. The parties agree to ensure that information obtained through the JJIS and this Agreement is disseminated only to appropriate juvenile justice program personnel, carries an appropriate warning regarding the reliability, confidentiality and control of further dissemination and is used for official purposes only. The parties agree to participate in the investigation and resolution of any incidents related to this Agreement;
11. The parties agree that all juvenile offender files and related information will be processed and maintained in accordance with applicable federal, State of Florida, and local confidentiality policies. The parties acknowledge their separate obligations to perform this Agreement in compliance with the requirements of the Public Records Law, Chapter 119, Florida Statutes and with other applicable statutes that constitute express exceptions to the requirements of Section 119.07(1), Florida Statutes, by making certain categories of records confidential, exempt from disclosure, or accessible as prescribed by statute, see Section 985.04, Florida Statutes. The parties acknowledge that the data exchanged pursuant to this Agreement have been provided for official purposes and that public access to such data is limited and prescribed by statute. The parties therefore agree, to the extent allowed by the Public Records Law, to refer third parties requesting limited-access to the shared data to the originating agency for the purposes of ensuring the most complete, accurate and timely delivery of information to the requesting party. All parties agree to disseminate data only in compliance with confidentiality restrictions and in recognition of that exemption from disclosure provided by law;
12. The parties agree that this Agreement, or any right or interest under this Agreement, shall not be assigned, nor shall any work or obligation to be performed under this Agreement (an "assignment") be delegated, voluntarily, by operation of law or otherwise, without the Department's prior written consent. Any attempted assignment in contravention of this Section shall be void and ineffective. The terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the permitted respective successors and assigns of the parties hereto;

13. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regards to conflicts of laws principles;
14. The parties agree that this Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement may not be modified or amended except by a writing that explicitly refers to the amendment of this Agreement and that is signed by authorized representatives of both parties;
15. The parties agree that none of the provisions of this Agreement shall be deemed to have been waived by any act, omission, or acquiescence on the part of the disclosing party without a written instrument signed by the disclosing party. No waiver by a party of any breach shall be effective unless in writing, and no waiver shall be construed as a waiver of any succeeding breach, whether or not of the same or a different term or condition; and
16. The parties agree that this non-financial Agreement is entered into in a spirit of cooperation by the parties beginning on the date on which it is signed by all parties and remains in effect for a period of one (1) year, at which time the parties may review and execute a renewed agreement. Notwithstanding the 1 year term of this Agreement, the Trainer may terminate this Agreement with 30 days written notice to the Department. The Department reserves the right to terminate this agreement at any time upon written notice to the Trainer. All confidentiality and use restrictions shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year written below.

Mark A. Greenwald, M.J.P.M
Director of Research and Data Integrity
Florida Department of Juvenile Justice

Date

Date