

MEMORANDUM OF AGREEMENT

**Department of Health, Children's Medical Services
Early Steps IDEA Part C Program
and
Florida School for the Deaf and the Blind
Outreach Services, Parent Infant Program**

I. PURPOSE

The purpose of this agreement between Department of Health, Children's Medical Services, Early Steps and the Florida School for the Deaf and the Blind Outreach Services (FSDB/ORS) is to facilitate the delivery of quality services for children, ages 0-36 months with sensory loss. The needs of young children with sensory (hearing and/or vision) loss sufficient to impact their learning can be many and varied. The provision of appropriate services to meet the unique needs of these children can be difficult and complex to deliver due to the nature of sensory loss. It is the intent of this agreement to provide clarification regarding the delivery of appropriate early intervention services to children with sensory loss and their families. The FSDB Outreach Program and DOH/CMS/Early Steps are mutually committed to working together to build a system that establishes a community of support for young children with sensory loss.

The contents of this agreement will be shared within FSDB/ORS/PIP, within DOH/CMS/Early Steps, and with the local Early Steps offices statewide.

II. PARTICIPATING PROGRAM INFORMATION

Florida Department of Health (DOH) – The mission of DOH is to promote and protect the health and safety of all Floridians. It is the state lead agency for the Individuals with Disabilities Education Act (IDEA), Part C Program and administers the early intervention services associated with 20 U.S.C. The Florida Part C early intervention program is called Early Steps.

- **Children's Medical Services (CMS)** – CMS provides services to children with special health care needs through a family-centered, comprehensive, and coordinated statewide managed system of care that links community-based health care with multidisciplinary, regional and tertiary pediatric care.
- **Early Steps** – Early Steps is a statewide family-focused, multidisciplinary, system of early intervention services for eligible infants and toddlers, birth to thirty-six months, with a developmental delay or an established condition likely to result in developmental delay. Early Steps is an umbrella program that includes the Federal Infants and Toddlers, IDEA, Part C Program; Chapter 391, Part III F.S. the Developmental Evaluation and Intervention (DEI) Program; and services to infants and toddlers under Chapter 393, F.S., Developmental Services. Infants and toddlers who have significant sensory loss are eligible to receive early intervention services appropriate to their specialized needs in the child's typical activities, routines, and places.

Florida Department of Health, Children's Medical Services, Early Steps
4052 Bald Cypress Way, Bin #A06
Tallahassee, FL 32399-1707
(850) 245-4200

Florida School for the Deaf and the Blind—The mission of the Florida School for the Deaf and the Blind is to utilize all available talent, energy, and resources to provide a free, appropriate public education for eligible students who are deaf/hard of hearing and/or blind/visually impaired in Florida. FSDB provides limited services to birth to five year olds on an outreach basis.

- **Parent Infant Program** -The Outreach Services Division of the FSDB coordinates outreach services statewide through its Parent Infant Program (PIP) and its Small and Rural District initiative. The PIP provides home intervention services to families of children, birth through age five who are deaf or hard of hearing and/or blind or visually impaired. These home visits provide information and support to families by trained early intervention professionals. Services are provided within the child's natural environment and recognize that the family is the constant force in the child's life. PIP also conducts in-service training to prepare professionals to work with this targeted population. PIP staff are trained and certified in the use of one or more of the following nationally recognized programs: SKI*HI – hearing loss, VIISA – vision loss, and INSITE – hearing or vision impairment and other challenges.

Florida School for the Deaf and the Blind
Outreach Services Program, Parent Infant Program
207 San Marco Avenue
St. Augustine, FL 32084
(800) 356-6729 / (904) 827-2233

III. REQUIREMENTS IMPACTING THIS AGREEMENT

This agreement assures compliance with Florida Statutes (F.S.) and federal law, including the following:

- Individuals with Disabilities Education Act (IDEA) , 20 U.S.C.
- Title 34, Parts 300 and 303 of the Code of Federal Regulations
- Chapters 391 and 393, Florida Statutes

Part C of the Individuals with Disabilities Education Act (IDEA) federal legislation is the Early Intervention Program for Infants and Toddlers with Disabilities. The purpose of Part C is to provide services to children with special needs and their families, from birth to thirty-six months of age. Early Steps, the Part C program in Florida has an existing interagency agreement with the Florida Department of Education.

The Florida School for the Deaf and the Blind is a state supported residential school for students in preschool through 12th grade who are deaf/hard of hearing or blind/visually impaired. The school is part of the state system of public education and therefore must comply with all provisions regarding the Individuals with Disabilities Education Act. The school shall provide education programs and support services appropriate to meet the education, related services, and counseling needs of students who are deaf/hard of hearing or blind/visually impaired in the state and who also meet eligibility criteria.

Additionally, education services may be provided on an outreach basis for children with sensory impairment, age birth through age five, and their parents.

IV. DEFINITION OF TERMS

The following are definitions used by FSDB/ORS and DOH/CMS/Early Steps to describe children who are ages 0-36 months with a hearing and/or vision loss:

Blind or Visually Impaired

1. Bilateral lack of fix and follow (age 3-36 months)
OR, if determinable,
Approximate visual acuity of 20/70 or less in the better eye after best possible correction.
2. Constricted peripheral field that could interfere with daily mobility or activities
OR, if determinable,
Bilateral central scotoma involving the perimacular area (<20/80)
3. Bilateral grade III, IV, or V retinopathy of prematurity (ROP) with evidence of effect on visual performance
4. A bilateral progressive loss of vision which may affect the child's ability to function in his or her natural environments
5. Evidence of cortical visual impairment
6. Strabismus requiring patching of the better eye with approximate visual acuity of 20/70 or less in the unpatched eye after best possible correction

Deaf or Hard of Hearing

1. Evidence of a documented permanent hearing threshold level of (re: ANSI 1996):
 - a) 25 dB or greater based on pure tone average of 500, 1000, and 2000 Hz unaided in the better ear (Air-bone gap not to exceed 10 dB HL unless there is evidence of anatomic malformation of the outer or middle ear)
 - b) Air conduction thresholds, unaided in the better ear, greater than 25 dB HL at two or more frequencies in the high frequency range (2000, 3000, 4000, 6000 Hz) in both ears with air-bone gaps no greater than 10 dB HL.
 - c) Sensorineural hearing loss in excess of 25 dB HL in the worse ear based on pure tone average of 500, 1000, and 2000 Hz. Air-bone gap not to exceed 10 dB HL.
2. Evidence of a documented unresolved or chronically recurrent conductive hearing loss in combination with at least 4 of the following:
 - a) 4 or more episodes of otitis media in 12 months; primarily occurring in both ears
 - b) single episode of otitis media lasting longer than 3 months; primarily occurring in both ears
 - c) indication of fluctuating hearing loss (audiological hearing evaluation(s) revealing pure tone average of 20 dB or worse in the better-hearing ear; OR caregiver or physician report)
 - d) caregiver or physician concern over speech and/or language development (i.e., as compared to "Sequence of Development for Infants and Toddlers: Auditory, Language, and Speech")
 - e) caregiver concern over behavioral response when child is given a direction or placed in new situations
 - f) chronological age of 18 months or greater

3. Evidence of auditory dys-synchrony (auditory neuropathy) in both ears characterized by a unique constellation of behavioral and physiologic auditory test results.

Dual Sensory Loss - a sensory impairment affecting both vision and hearing in which each vision and hearing impairment meets one or more criteria for hearing impairment or vision impairment as specified in the Early Steps criteria.

Early Steps Personnel Development and Training Guide – A guide that documents and defines the Early Steps centralized provider enrollment process and provider education, experience, training and competency requirements. Available on-line at <http://www.cms-kids.com/InfantToddler/ESPersonnelGuide>

Hearing Specialist – an individual who has the experience and training required by Early Steps to provide intervention services unique to meet the needs of families with children with hearing loss. Refer to the Early Steps Personnel Development and Training Guide for specific requirements.

Serving Hearing Impaired Newborns Effectively (SHINE) - a component within Early Steps that provides a structure of services to ensure that the Local Early Steps is made aware of the referral of a child with hearing loss promptly upon audiologist notification to the Newborn Screening Unit. SHINE also ensures that:

- The Shine Service Coordinator and person who is providing SHINE services is alerted a referral has occurred
- The family is provided SHINE services within 2 weeks of referral
- The audiological and amplification needs are included on the IFSP
- The family is provided with unbiased information on communication options and providers

SHINE Service Coordinator - An individual in the employ of a Local Early Steps who:

- Provides targeted case management to assist and enable an infant or toddler and their family to receive Early Steps services and rights
- Is designated as the point person to receive referrals of children with hearing loss
- Has received training from the Early Steps Coordinator of Hearing and Vision Services on the SHINE structure and unique needs typical of children with hearing loss and their families

SKI-HI Parent Advisor – an early interventionist hired by FSDB/ORS who delivers family centered services to enhance the development of an infant or young child with hearing loss. Each Parent Advisor employed by FSDB will successfully complete a 6-day SKI-HI training and receives supervision and mentoring from the PIP.

V. ROLES AND RESPONSIBILITIES

A. FSDB/ORS PARENT INFANT PROGRAM AGREES TO:

1. Recruit, train and hire qualified professionals throughout the state who meet the hearing/vision specialist competencies as determined by the Florida Department of Education to work as Parent Advisors to provide home intervention services to families of children, birth to 36 months, with hearing and/or vision loss.

FSDB/ORS/PIP staff use the following nationally validated curricula to provide quality home intervention services to young children:

- SKI-HI** – for use with families with children who are deaf or hard of hearing ages 0-5
- VIISA** – for use with families with children who are blind or visually impaired ages 0-5
- INSITE** – for use with families with children who have a sensory loss and an additional disability ages 0-5

2. Require Parent Advisor participation in ongoing training opportunities to maintain and update their skills.
3. Ensure that parent advisors comply with the Early Steps provider enrollment process and training requirements as outlined in the Early Steps Personnel Development and Training Guide; participate in FSDB/ORS mandatory staff training; and participate in SKI-HI or VIISA and/ or INSITE training.
4. Maintain a relationship with each local Early Steps program to receive and respond to referrals. It is recommended that a local interagency agreement be developed between the local Early Steps offices in regions served by FSDB parent advisors. The purpose of such an agreement is to define how the elements agreed upon in this state-level agreement will be implemented within the operational structure of the team-based primary service provider delivery system that exists at each local level.
5. Support FSDB/ORS Parent Advisors in their role which includes the following:
 - a) participate as part of the child's evaluation and Individualized Family Support Plan team;
 - b) provide information and material support on all of the options for continuing services available in their local community or across the state to families of children who are deaf/hard of hearing and/or blind/visually impaired;
 - c) deliver intervention services as specified on the IFSP;
 - d) provide families of children who are deaf/hard of hearing with unbiased information and support as delineated in the Early Steps SHINE component (refer to:www.cms-kids.com/SHINE);
 - e) monitor developmental progress as part of baseline, conduct 6 month and annual reviews, and submit service data and progress reports to the child's service coordinator in a timely manner. Communication Development Monitoring reports should be submitted to the service coordinator via the SHINE online report form whenever possible (refer to http://www.cms-kids.com/SHINE/CDM_Procedure.htm) by typing in the service coordinator's e-mail address at the bottom of the form;
 - f) work in conjunction with the child's service coordinator and IFSP team to facilitate the acquisition of any needed assistive devices; and
 - g) assist each family with transition to school or community based programs, including participation in team transition meetings, to the extent possible.
6. Participate in quality assurance monitoring activities of local Early Steps as requested if questions arise about services provided to a child by an FSDB parent advisor during routine quality assurance monitoring procedures.
7. Continue to provide services to infants identified with hearing loss in the birth to three population, even if the number of such infants exceeds available FSDB funding, if DOH will assist with funding the services.

B. CMS EARLY STEPS AGREES TO THE-FOLLOWING ACTIVITIES FOR CHILDREN WHO ARE DEAF /HARD OF HEARING AND/OR BLIND /VISUALLY IMPAIRED:

1. Encourage local Early Steps offices to enter into an agreement with FSDB in every area in which FSDB Parent Advisor services are available.

2. Request local Early Steps offices to include on their provider lists all local FSDB Parent Advisors who have complied with the Early Steps provider enrollment process and training requirements.
3. Make known to families of children who are deaf or hard of hearing and/or blind or visually impaired, the FSDB parent advisor services, as well as all other appropriate early intervention services available for this population.
4. Provide parents of children who are deaf or hard of hearing and/or blind or visually impaired with information about SKI-HI, VIISA or INSITE services and the role of the parent advisor to the family, if a parent advisor is available in the local area.
5. Invite FSDB parent advisor(s) who provide services to a family to participate in the multidisciplinary assessment, IFSP review and transition activities. Information on child and family outcomes and progress will be routinely obtained so that it may be discussed as part of an IFSP review.

VI. MONITORING AND EVALUATION OF THE AGREEMENT

The maintenance of this agreement shall be shared by each of the parties involved. To this end, periodic meetings may be required to ensure a coordinated effort. DOH/CMS/Early Steps will disseminate a copy of this agreement to each of its local Early Steps offices, who in turn will share as appropriate with their respective staff(s) and providers. FSDB will also send out notice of the Agreement to each of its Parent Advisors.

FSDB agrees to monitor its Parent Infant Program as follows:

- (1) Conduct annual family service surveys to obtain feedback about families' level of satisfaction with services provided;
- (2) Require Parent Advisors to submit monthly reports regarding the services they provide, including home visit plans, progress reports, assessment information, travel reports, and timesheets.

VII. CONFIDENTIALITY

Each of the parties involved agrees to follow the requirements outlined in the Family Education Right to Privacy Act (FERPA). The parties must maintain confidentiality of all data and files including client records related to the services provided pursuant to this agreement and should comply with applicable state and federal laws. Procedures must be implemented by both parties to ensure the protection and confidentiality of all confidential matters. The parties must also comply with any applicable professional standards of practice with respect to client confidentiality.

VIII. INTERAGENCY DISPUTE PROCESS

The parties to this Agreement are committed to cooperatively plan and work together to meet the needs of families and their children, birth to age thirty-six months, with sensory impairment. In instances of interagency conflict, every effort will be made to resolve differences at the lowest level possible.

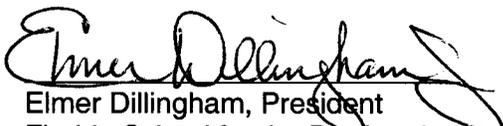
In the interest of providing uninterrupted services to children and their families, the parties agree to attempt to resolve disputes within 10 working days from notification. In the event a resolution is not and cannot be achieved, the parties to this agreement resolve to bring

complaints or grievances in writing to the FSDB and DOH/CMS/Early Steps for resolution by a third party. The grievance should be in writing and identify the conflict and proposed action to be taken by whom. A written response, which includes proposed solutions to the dispute, shall be provided by the staff from the receiving agency within forty-five (45) days of receipt of notice of the conflict. Should additional action be required, a report from both agencies will be submitted to the officers, who signed the agreement for each agency. Until final resolution of a dispute, the parties to this Agreement should respect the policies and procedures of each other.

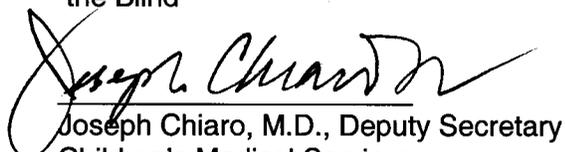
IX. DURATION OF THE AGREEMENT

This agreement is effective from the date signed by both parties. This agreement will be reviewed within two years from the effective date. Either party may terminate this agreement upon thirty-day written notice.

X. SIGNATURES

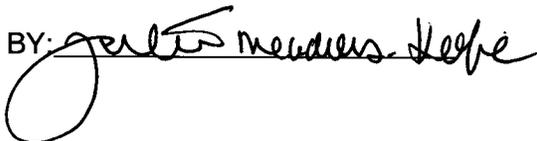

Elmer Dillingham, President
Florida School for the Deaf and
the Blind

8-21-2007
Date


Joseph Chiaro, M.D., Deputy Secretary
Children's Medical Services
Florida Department of Health

8/30/07
Date

APPROVED AS TO FORM AND
LEGALITY, OFFICE OF
GENERAL COUNSEL, FLORIDA
DEPARTMENT OF HEALTH

BY: 

8/8/07
Date