

COOPERATIVE AGREEMENT
Florida Department of Health
Children's Medical Services, Early Steps
AND
Florida Department of Education
Bureau of Exceptional Education and Student Services

I. PURPOSE

The purpose of this agreement between the Florida Department of Health, Children's Medical Services, Early Steps (herein referred to as DOH) and the Florida Department of Education, Bureau of Exceptional Education and Student Services (herein referred to as DOE) is to define and clarify the responsibilities of each agency for the statewide provision of coordinated, quality early intervention services.

Because each agency has specific statutory responsibilities and resources to provide for the needs of Florida's children and families, it is only through a concerted effort of interagency cooperation that an appropriate array of early intervention services can be assured.

The parties to this agreement will:

1. provide for the development and support of joint initiatives that facilitate the effective and efficient delivery of early intervention services;
2. assure the non-duplication of early intervention services;
3. share resources such as training and technical assistance at the state and local levels;
4. provide for the appropriate transfer and use of assistive technology when a child transitions from IDEA, Part C to Part B;
5. support the development of interagency agreements among local agencies; and
6. support Local Early Steps and school districts to establish procedures and practices that promote planning and coordination of early intervention services.

II. PARTICIPATING PROGRAM INFORMATION

Florida Department of Health (DOH) – The mission of the DOH is to protect and promote the health of all residents and visitors in the state through organized state and community efforts, including cooperative agreements with counties. DOH is the state’s lead agency for the Individuals with Disabilities Education Act, Part C and administers early intervention services required in 34 CFR 303 through a program called Early Steps.

- **Children’s Medical Services (CMS)** – CMS provides services to children with special 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 (ES)** – ES is a statewide comprehensive, multidisciplinary, interagency system that provides early intervention services for infants and toddlers. This program has three components: the Developmental, Evaluation and Intervention (DEI) Program, which includes the Infant Hearing Impairment Program; IDEA, Part C Program; and early intervention services provided under Chapter 393, Florida Statutes, for children birth to thirty-six months.

Florida Department of Education (DOE) – DOE provides funding and support to all public school districts in Florida for all children with disabilities from age three through 21.

- **Bureau of Exceptional Education and Student Services (BEESS)** - BEESS works closely with DOH as the state’s lead agency for IDEA, Part C, in the provision of quality early intervention services for infants and toddlers. Since some school districts elect to provide direct services to this population, funds are provided by CMS to support a DOE Part C liaison position to assist in the coordination and implementation of Early Steps, including transition activities, training, and technical assistance so that early intervention services are provided to infants and toddlers.

III. REQUIREMENTS IMPACTING AGREEMENT

- Individuals with Disabilities Education Act (IDEA, Parts C and B)
- Federal Regulations, 34 CFR Parts 300 and 303
- Chapters 391 and 393, Florida Statutes
- Section 504 of the Rehabilitation Act of 1973
- Americans with Disabilities Act (ADA)
- State Board of Education Rule 6A-6.03026, Florida Administrative Code (F.A.C.) - Special Programs for Prekindergarten Children with Disabilities

- State Board of Education Rule 6A-6.03029, F.A.C. - Development of Family Support Plans for Children with Disabilities Ages Birth through Five Years
- State Board of Education Rule 6A-6.03030, F.A.C. - Special Programs for Children Birth through Two Years Old who have Established Conditions
- State Board of Education Rule 6A-6.03031, F.A.C. - Special Programs for Children Birth through Two Years Old who are Developmentally Delayed
- State Board of Education Rule 6A-6.03032, F.A.C. - Procedural Safeguards for Children with Disabilities Ages Birth through Two
- State Board of Education Rule 6A-6.03311, F.A.C. - Procedural Safeguards and Due Process Procedures for Parents and Students with Disabilities
- Section 1003.575, Florida Statutes

IV. DEFINITION OF TERMS

Assistive Technology - An assistive device is any item, piece of equipment, or product system whether acquired commercially off the shelf, modified or customized, that is used to increase, maintain, or improve the functional capabilities of children with disabilities. Exception – The term does not include a medical device that is surgically implanted, including a cochlear implant, or the optimization (e.g., mapping), maintenance, or replacement of that device.

Central Directory - The statewide system for providing resource and referral information to families of infants and toddlers and preschool children who have disabilities or are at risk of developmental delays, as well as professionals and paraprofessionals serving the population.

Children's Medical Services, Early Steps Policy and Guidance Documents - Policy and operations guidance developed and maintained by the DOH, for implementation of Early Steps early intervention services, and any superseding policy documents, which are hereby incorporated by reference.

CMS Provider Management System – A system that maintains a listing of health care providers that are specially qualified to meet the unique needs of children with special health care needs.

Children's Registry and Information System (CHRIS) - A data management and service coordination system implemented through the Florida Diagnostic and Learning Resources System (FDLRS) for children from birth through age six to assist school districts in the educational planning of service needs.

Early Intervention Services – Services, including transition and family centered services in natural environments, designed to meet the developmental needs of an infant or toddler and the needs of the family to assist appropriately in the infant's or toddler's development, as identified by

the Individualized Family Support Plan team, in any one or more of the following areas of development consistent with the Individuals with Disabilities Education Act (IDEA), Part C: physical, cognitive, communication, social or emotional, or adaptive.

Established Condition - A diagnosed condition that has a high probability of resulting in disability or developmental delay, in one of the following areas: (1) genetic and metabolic disorders; (2) neurological disorders; (3) severe attachment disorder; (4) Autism Spectrum Disorder; (5) significant sensory impairment; (6) Infants who weigh less than 1,200 grams at birth.

Evaluation - The multidisciplinary procedures used by appropriate qualified personnel to determine a child's initial and continuing eligibility for Early Steps, including determining the status of the child in each of the following developmental areas: communication, self-help/adaptive, cognitive, physical, and social/emotional.

Family-Centered - Focusing on the child and family and their combined needs to increase the child's effectiveness within their environment and family life.

Florida Diagnostic and Learning Resources System (FDLRS)/Child Find - A student support system responsible for the location and identification of children who may be eligible for special education services (Child Find). FDLRS also provides public awareness, screening, professional development, technology, and parent services as a support for school districts, families, and community organizations which serve children with disabilities from birth through 21 years of age.

Florida Interagency Coordinating Council for Infants and Toddlers (FICCIT) - An interagency council that advises the Early Steps State Office (ESSO) in the implementation of a statewide system of coordinated, comprehensive, multidisciplinary interagency programs providing early intervention services to infants and toddlers with disabilities and their families. FICCIT consists of members who are appointed by the Governor and represent the population of the state.

Free Appropriate Public Education (FAPE) – Special education and related services that are provided at public expense, under public supervision and direction and without charge while meeting the standards of the state educational agency.

Individual Educational Plan (IEP) - A written plan that describes the specially designed instruction and related services which will be provided to a student with disabilities. The IEP is the authorizing document for services in accordance with IDEA requirements at 20 U.S.C. Chapter 33 Section 614(d) (1997), and State Board of Education Rule 6A-6.03028, F.A.C.

Individualized Family Support Plan (IFSP) Process - A family-centered planning process which involves the family, service providers, evaluators, the service coordinator, and others, that results in

a written plan of early intervention services to meet the identified outcomes for an individual child and family. The IFSP is the authorizing document for early intervention services provided through IDEA, Part C, in Florida.

Infants and Toddlers - Individuals from birth to thirty-six months with developmental delay or established conditions.

Local Early Steps (LES) - The local organization that contracts with Department of Health, Children's Medical Services for provision of early intervention services in a designated geographic area and is responsible to fulfill federal, state and local policies in the implementation of early intervention services.

Local Educational Agency (LEA) - The local school district in which the child resides which is responsible for the provision of IDEA, Part B specially designed instruction and related services for eligible children. In collaboration with the LES, the LEA has the option of serving infants and toddlers with established conditions or developmental delays from birth to thirty-six months for the purpose of providing early intervention services identified on an IFSP.

Natural Environments - The day-to-day routines, activities, and places that promote learning opportunities for an individual child and family, including home and community settings that are natural or normal for the child's typically developing peers.

Notification - For all children enrolled in Early Steps, without regard to reason for eligibility, the LES provides (unless the parent opts out as set forth in the Early Steps "Understanding Notification" brochure) the following information to the Department of Education and local school district for Child Find Purposes only: child's name, child's date of birth, parent(s) name(s), and parent contact information.

Procedural Safeguards - A series of rights outlined in IDEA, Parts B and C, intended to protect the interests of eligible children with disabilities and their families. Procedural safeguards address topics such as confidentiality, parent consent, prior notice, access to records, and dispute resolution.

Quality Assurance Review - A process that includes a desk review of each LES's Self Assessment information, data, and family survey information that results in a written report, continuous improvement plan, selected onsite verification activities, and follow-up technical assistance activities to meet the requirements, standards, and policies of IDEA, Part C, as appropriate.

Transition - A process supported by collaboration among agencies and families to provide a continuum of early intervention services to assure smooth movement for children and families from one program or service to another.

V. ROLES AND RESPONSIBILITIES

DOH agrees to

1. transmit funds, in mutually agreed upon amounts, to DOE for one full-time liaison position to support DOE's role in the implementation of IDEA, Part C;
2. provide state level planning, policy development, and coordination to support local implementation as required by IDEA, Part C and the CMS Program Office and described in the [Early Steps Policy Handbook and Operations Guide](#) and superseding policy documents located at: <http://www.cms-kids.com/home/resources/policies.html>;
3. provide policy and supports that promote delivery of early intervention services for infants and toddlers;
4. in collaboration with DOE, participate in the continued development or revision of State Board of Education Rules for the coordination and implementation of IDEA, Part C requirements at both state and local levels;
5. in collaboration with DOE, assure the provision of technical assistance, training, and quality assurance reviews to LESs;
6. support the Central Directory consistent with the requirements of IDEA, Part C;
7. implement policy pertaining to contracting or making other arrangements with public or private service providers to provide early intervention services which include the requirement that all early intervention services meet State standards and are consistent with IDEA, Part C;
8. implement policies and procedures for training local public or private service providers' personnel who provide early intervention services as applicable and as certified by Florida law or by position qualifications;
9. participate as a member of DOE's State Advisory Committee for the Education of Exceptional Students established to improve programs and services to children with disabilities;
10. participate as a member of the CHRIS project's Technical Assistance Workgroup (TAWG);

11. utilize DOE's designated pool of mediators for resolving local or state level conflicts for participants, such as family members, providers, and ES staff electing to enter the mediation process; and
12. provide data to DOE at both the state and local level and to LESs to accomplish short and long-term planning for eligible children and their families.

DOE agrees to

1. assist the lead agency in implementing the requirements of IDEA, Part C;
2. maintain a DOE liaison position to:
 - a. provide state level intra- and interagency collaboration that is consistent with IDEA, Part C, for policy and program development and coordination;
 - b. provide and disseminate information regarding the implementation of IDEA, Part C to LEAs;
 - c. participate in DOH, ES staff meetings, retreats, statewide and regional meetings, and training activities;
 - d. participate as a team member for all ES state quality assurance monitoring activities of LESs; and
 - e. participate in state level planning, policy development, and coordination to support local implementation as required by IDEA, Part C and the CMS Program Office and described in the [Early Steps Policy Handbook and Operations Guide](#) and superseding policy documents located at: <http://www.cms-kids.com/home/resources/policies.html>.
3. provide technical assistance to school districts that provide early intervention services for infants and toddlers in collaboration with LES and following IDEA, Part C regulations;
4. provide training for mediators who will serve as impartial decision-makers in the resolution of conflicts/disputes; provide the ESSO with a list of those trained mediators;
5. provide timely and relevant data to DOH and local school districts to ensure short and long-term planning for infants and toddlers and their families; and

6. participate on the steering committee for the IDEA, Part C Continuous Improvement Workgroup.

DOH and DOE jointly agree to

1. provide cross-agency training of staff at state, regional, and local levels;
2. participate in the implementation of a comprehensive system of personnel development for professionals and paraprofessionals working with or preparing to work with infants and toddlers and their families;
3. share data on the number of children served under special education programs for the purposes of state and federal planning and reporting, consistent with applicable state and federal laws, rules, and regulations dealing with confidentiality of information;
4. collaborate as members of state teams, advisory councils, commissions, committees, workgroups, and task forces to promote best practices, shared resources and effective service delivery while addressing the needs of infants and toddlers;
5. participate on the Child Outcomes Leadership Team and serve as members of the Child Outcomes Advisory Committee;
6. participate in the activities of FICCIT and its committees to assist in the implementation of ES services;
7. disseminate this agreement to appropriate personnel in each agency; and
8. Coordinate policies relating to the transition of toddlers from IDEA, Part C early intervention services to IDEA, Part B or from IDEA, Part C early intervention services to other appropriate community services through joint training and quality assurance activities.

DOE and DOH concur that Florida will not extend Part C services to children ages 3 to kindergarten entry. Should this option be elected in future years, this agreement will be amended to reflect such decision.

IN MATTERS RELATING TO QUALITY ASSURANCE OF IDEA, PART C PROGRAMS, TRANSITION TO PRESCHOOL PROGRAMS AT AGE THREE, ASSISTIVE TECHNOLOGY, CHILD FIND, AND SHARING OF DATA.

DOH and DOE agree as follows:

▪ **Quality Assurance of IDEA, Part C Programs**

DOH will coordinate the scheduling, implementation, and follow-up of quality assurance activities of each LES in collaboration with the DOE.

DOE will:

1. participate in development, planning, and reporting activities related to ES desk reviews, onsite visits and follow-up activities; and
2. participate as a team member of ES desk reviews and onsite quality assurance verification visits, as appropriate.

▪ **Transition from Part C to Part B or Other Community Programs**

DOH will:

1. provide quality assurance reviews and technical assistance to LESs to help ensure that transition services (a) include the development of a transition plan, (b) for children potentially eligible under Part B, include holding the transition meeting with parental consent at least 90 days and, at the discretion of the parties, up to nine months before the child's third birthday, (c) include notification, not fewer than 90 days prior to the child's third birthday, to the DOE and the LEA in the county where the child resides that the child will shortly reach the age of eligibility for Part B preschool services, and (d) are provided to families receiving Part C early intervention services according to federal IDEA and state policies collaboratively with DOE and LEAs;
2. develop and distribute materials to prepare the transitioning child and family and educate professionals, service providers, and community partners; and
3. provide oversight of family surveys.

DOE will:

1. participate in quality assurance reviews of LESs and provide technical assistance to LEAs to help ensure transition services are provided to families according to federal IDEA and state policies collaboratively with DOH, ES;
2. participate in the development of policies, state guidance, and technical assistance documents and conduct state and local training related to transition issues;
3. assist in the implementation and development of materials to help prepare the transitioning child and family; and
4. assist the LEAs in facilitating the smooth transition of families in accordance with IDEA to ensure that (1) FAPE is provided for a child eligible for Part B, and an IEP is developed and implemented by the child's third birthday, (2) if requested by the parent, an invitation is sent to the ES service coordinator or other Part C representative for the initial IEP meeting, (3) the IEP team considers the IFSP when developing the IEP, and (4) the LEA participates in the transition conference that is arranged and designated by the lead agency.

▪ **Assistive Technology**

DOH will:

1. ensure through training and joint quality assurance activities that families have access to appropriate assistive technology and early intervention services as stated on the individualized family support plan;
2. collaborate with local school districts to ensure the use of available assistive and instructional technology resources; and
3. collaborate with all appropriate local private and public organizations to ensure maximum utilization of existing community resources.

DOH and DOE jointly agree to:

1. participate in the development of policies and procedures at the state and local levels to maximize collaboration and shared resources between local school districts and LES programs so that families will have accessible, appropriate assistive technology services and equipment; and

2. provide information and training to LESs and/or local school districts for the appropriate transfer and use of assistive technology during transition of a child from IDEA, Part C to Part B services as outlined by §1003.575 F.S.

- **Child Find**

DOH and DOE jointly agree that policies and procedures are in effect to ensure that:

1. all infants and toddlers residing in the State of Florida, regardless of the severity of their disabilities, who are in need of early intervention services and/or specially designed instruction and related services, are identified, located, and evaluated;
2. responsibilities for child find and evaluation procedures under IDEA, Part C are followed when the purpose is to locate, identify, and evaluate infants and toddlers who may be eligible for early intervention services under Part C; and
3. responsibilities for child find and evaluation procedures under IDEA, Part B are followed when the purpose is to locate, identify, and evaluate children with disabilities who may be eligible for specially designed instruction and related services under Part B.

- **Data Sharing:**

DOE and DOH jointly agree that:

1. the purposes of data sharing are directly related to the obligation each agency has in regard to meeting the requirements of Child Find; and
2. the coordination of activities necessary to maximize data sharing will be for purposes of service delivery and coordination, research, program improvement, program evaluation and reporting, and public information.

To accomplish the activities above, DOE and DOH will:

exchange specific personally identifiable child and family information in connection with the requirement to meet the child find responsibilities under Part C and B of the IDEA and to ensure the timely transition of children turning three within the school year (see attached data elements for sharing and producing reports).

VI. FINANCIAL RESPONSIBILITY

Florida DOH has responsibility for assuring that funds are available and allocating funds to LESs to pay for early intervention services.

Florida DOH agrees to continue early intervention services for infants and toddlers and their families as allocated on an annual basis and agrees to implement the comprehensive system of early intervention services as required under IDEA, 34 CFR 303.500.

Florida DOH shall, in collaboration with DOE and with the advice of FICCIT, ensure that policies and procedures for the following infrastructure components required by IDEA, Part C are in place: central directory of information, public awareness program, individualized family support plans, transition policies and procedures, comprehensive system of personnel development, procedures to establish and ensure procedural safeguards, dispute resolution and due process procedures, and data collection and reporting.

VII. INTERAGENCY DISPUTE PROCESS

The parties to this agreement will resolve any complaints or grievances as follows. Resolution of the conflicting issues will occur at the lowest level possible.

1. The grieving agency shall provide the complaint or grievance in writing and identify the conflict; proposed action to be taken and by whom; and a summary of factual, legal and policy grounds.
2. The receiving agency shall provide a written response, which includes proposed solutions to the conflict, within forty-five (45) days of receiving the notice of the conflict.
3. Upon resolution of the conflict, a joint written statement indicating the resolution will be developed. The statement will be disseminated by a representative from each agency and be binding upon the agencies involved.
4. Should additional action be required to resolve a conflict, a report from both agencies will be submitted to the appropriate parties who signed the agreement representing their agency for resolution.

Until final resolution of a conflict, each of the parties to this agreement shall respect the policies and procedures of one another.

VIII. DURATION OF AGREEMENT

This agreement will begin June 1, 2012, or on the date it has been signed by both parties, whichever

is later. This agreement can be cancelled by either party for any reason with a 30-day notification prior to termination date. Notice of termination of the agreement must be submitted in writing to the Chief, Early Steps Bureau, Children's Medical Services, designated contact for DOH, CMS, Early Steps, or the Chief, Bureau of Exceptional Education and Student Services, designated contact for DOE.

The Chief, Early Steps Bureau, Department of Health and the Chief, Bureau of Exceptional Education and Student Services, Department of Education are designated and given responsibility for implementing this agreement and for negotiating any changes to renew or update this agreement.

IX. CONFIDENTIALITY

Each party will protect the rights of infants and toddlers and their families with respect to records and reports created, maintained, and used by public institutions within the state. It is the intent of this agreement to ensure that parents have the rights of access, rights of challenge, and rights of privacy as provided by law with respect to such records and reports and that applicable state and federal laws for the exercise of these rights be strictly adhered to.

X. AUTHORIZING SIGNATURES

Each agency, by the signature below of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms.



Monica Verra-Tirado, Ed.D., Chief
Bureau of Exceptional Education and
Student Services
Florida Department of Education

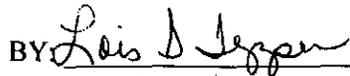
5/14/12 Date



Gerard Robinson, Commissioner
Florida Department of Education

6/1/12 Date

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

BY 

5-24-12 Date

X. AUTHORIZING SIGNATURES (Continued)

Each agency, by the signature below of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms.

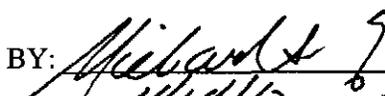

Lynn Marie Firehammer, Chief
Early Steps Bureau
Children's Medical Services
Florida Department of Health

5-14-12 Date


Steven L. Harris M.D., M.Sc.
Interim State Surgeon General
Florida Department of Health

5.22.2012 Date

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

BY: 
4/18/12 Date

Attachment - DOH/DOE Cooperative Agreement

The following data will be shared by the Department of Health with the Department of Education on an annual basis for the duration of this agreement. Once the agreement is signed, the annual data set transmitted will include all Part C children served by DOH. DOE will share data with DOH for each school district in regard to timely transition of children from Part C to Part B in accordance with applicable state and federal statutes and rules.

Data Element

Last Name

First Name

Middle Initial

Date of Birth

Disposition Code

Number of Days Referred to ES Before 3rd Birthday

Early Steps Center Number

Parent Last Name

Parent First Name

Address

City

Zip Code

Phone Number

County of Residence