

INTERAGENCY AGREEMENT

IDAHO DEPARTMENT OF HEALTH AND WELFARE

AND IDAHO EDUCATIONAL SERVICES FOR THE DEAF AND THE BLIND

Purpose

The Idaho Department of Health and Welfare and the Idaho Educational Services for the Deaf and the Blind have committed to enter into this agreement for the following purposes, to:

- work together to serve and support birth to three-year-old children with hearing loss and/or vision loss and their families.
- understand each agency's roles and responsibilities, including financial obligations.
- clarify the process and protocols to coordinate services and assure efficiencies and compliance with the provisions of IDEA and the Early Intervention Services Act, Title 16, Chapter 1, Idaho Code.
- minimize delays or gaps in service.
- assure that procedural safeguards are met and services are delivered in a timely way.

Agencies' roles and responsibilities

Idaho Educational Services for the Deaf and the Blind (IESDB) is responsible for services to children and youth, birth to twenty-one, whose disability is vision and/or hearing loss. Infants and toddlers with vision or hearing impairments are primarily served through the IESDB Outreach Program. IESDB Outreach Consultants/Specialists are available statewide. Outreach consultants/specialists screen, assess, and provide parent education and assistance. Outreach consultants/specialists help parents: explore diagnosis and treatment options, establish a stimulating home learning environment, facilitate linkage with parents and professionals, maximize the use of audition and sight, access assistive technology devices, and promote age appropriate skill development in all domains.

Idaho Department of Health and Welfare, Infant Toddler Program (DHW-ITP) is the lead agency of Idaho's Early Intervention System for infants and toddlers with developmental delays or disabilities or those with conditions that have a high probability of resulting in a developmental delay. As lead agency, DHW-ITP has the responsibility to assure that each eligible infant and toddler receives needed early intervention services. This delivery of services is accomplished through multiple agencies who share the responsibility for serving infants and toddlers; however, the Department is the payer of last resort for any service that is not available or covered through other federal, state, or local programs. The Department is responsible for the statewide delivery of early intervention services in accordance with IDEA, Part C, and the Early Intervention Services Act, Title 16, Chapter 1, Idaho Code. The Early Intervention Services Act directs child find, public awareness, evaluations, IFSP development, procedural safeguards, data collection, service coordination, interagency agreements, the Early Childhood Coordinating Council, Regional Early Childhood Committees, maintenance of effort, assignment of fiscal responsibility and monitoring supervision. The Department of Health and Welfare Infant Toddler Program also provides or contracts for the provision of direct early intervention services.

Definitions:

Assessment:

Ongoing procedures used by qualified personnel to identify the child's unique strengths and needs and the early intervention services appropriate to meet those needs throughout the period of the child's eligibility and includes the assessment of the child and the assessment of the child's family.

Child Find:

Child Find is an activities system designed to identify, locate, monitor, and screen infants and toddlers who are eligible for early intervention services.

Eligible Children:

- Idaho children, birth to three, who have a developmental delay or disability and need early intervention services according to the criteria identified in the Infant Toddler Program Implementation Manual, are eligible for the Infant Toddler Program.
- Idaho children, birth to three, whose disability is a hearing and/or vision loss, as defined in the Idaho Bureau of Educational Services for the Deaf and Blind Act, Title 33, Chapter 34, Idaho Code, are eligible for IESDB Early Intervention Services.
- The Infant Toddler Program and IESDB eligibility definitions of confirmed sensory impairments include:
 - Deaf – Those children whose impairment in hearing, whether permanent or fluctuating, that adversely affects a child's development, or impacted by a hearing impairment that is so severe that the child is impaired in processing linguistic information through hearing, with or without amplification that adversely affect a child's development.
 - Hearing loss in any degrees listed below (in one or both ears at one or more of the following frequencies--500 Hz, 1000 Hz and 4000 Hz):
 - Mild hearing loss -- 20-40 dB HL;
 - Moderate hearing loss -- 41-55 dB HL;
 - Moderately severe hearing loss -- 56-70 dB HL;
 - Severe hearing loss -- 71-90 dB HL;
 - Profound hearing loss -- 91 or greater dB HL; or
 - Hearing loss (deaf or hard of hearing) that meets legal definition of such an impairment in the State of residence; or
 - Chronic Otitis Media, chronic allergies, and/or eardrum perforations which result in temporary or fluctuating hearing loss and may impair listening skills, language development, or articulation.
 - Visually impaired - Visual impairments which, even with correction, adversely affect a child's functioning. The term includes both partially sighted and blind. "Partially sighted" refers to the ability to use vision as one channel of learning if learning materials are adapted. "Blind" refers to the prohibition of vision as a channel of learning, regardless of adaptation of materials. The child has documentation of a visual impairment, not primarily perceptual in nature, resulting in measured acuity of 20/70 or

poorer in the better eye with correction, or a visual field restriction of 20 degrees as determined by an optometrist or ophthalmologist.

Evaluation

The procedures used by qualified personnel to determine a child's initial and continuing eligibility. Initial evaluation refers to the child's evaluation to determine his or her eligibility.

Initial Assessment

The assessment of the child and the family assessment conducted prior to the child's first IFSP meeting.

Initial Evaluation

Refers to the child's evaluation to determine his or her initial eligibility under Part C, IDEA.

Individualized Family Service Plan (IFSP):

A written plan for providing early intervention services to each eligible child and the child's family that must:

- be developed jointly by the family (to the extent they wish to be involved) and appropriately qualified persons involved in the provision of early intervention services;
- be based on the multidisciplinary evaluation and assessment of the child and information provided by the family or family assessment if the family wants to have such information included;
- be completed within 45 days from the referral date.
- be held in a place and time convenient for the family.
- be held in the native language of the family or other mode of communication used by the family, unless it is clearly not feasible to do so.
- include services necessary to enhance the development of the child and the capacity of the family to meet the special needs of the child.
- be implemented as soon as possible once parental consent for the services in the IFSP is obtained.
- be reviewed at a minimum of every 6 months.
- be reviewed on an annual basis to evaluate and revise, as appropriate.

Meeting arrangement to complete or review an IFSP must be made and written notice provided to the family and other participants prior to the meeting date.

Natural environments:

To the maximum extent appropriate to the needs of the child, early intervention services must be provided in settings that are natural or typical for the child's age peers who have no disability, including the home, community, and other culturally relevant settings in which children without disabilities participate.

Service Coordination:

The activities carried out by a service coordinator to assist and enable an eligible child and the child's family to receive the rights, procedural safeguards, and services available under the state's early intervention program

Procedural safeguards:

Administrative activities carried out by a public agency to assure that parents/guardians of children receiving early intervention services are fully informed about service actions being proposed, refused, or carried out in relation to the needs of their child. Procedural safeguards also are a guarantee to families that public agencies will ensure confidentiality, access to records, timely provision of services, and opportunities to formally resolve concerns.

Referral, evaluation and IFSP process**DHW-ITP:**

- receives referrals on all infants and toddlers including referral from Idaho Educational Services for the Deaf and the Blind who may be eligible for early intervention services. Regardless of the referral source, DHW provides service coordination to assure timely evaluations for eligibility determination and to assure that evaluations are at no cost to the family.
- refers to the IESDB Outreach Consultant/Specialist for parent education and functional assessment of *any* child where there is a concern identified regarding vision and/or hearing.
- Invites, in a timely way, and assures participation of the IESDB Outreach Consultant/Specialist in the IFSP development for all children with vision and/or hearing loss.

IESDB:

- refers to DHW-ITP all children, birth to three, for whom they initially receive referral.
- receives referrals for evaluations and completes functional assessments of visual, auditory or communication skills.
- participates in IFSP development for all children with vision and/or hearing loss.

Participation in Child Find:

DHW assures that a system is in place to identify and locate eligible children. Child Find activities include outreach, public awareness, developmental monitoring, and community screenings.

IESDB agrees to contribute to public awareness and to participate in vision and hearing screening activities as determined by regional/community needs and regional agreement.

Evaluation procedures:

DHW-ITP and IESDB must assure multi-disciplinary evaluations are completed for every eligible child. All multidisciplinary evaluations to determine eligibility will:

- include all domains of development;
- be administered by qualified personnel;
- use age appropriate, valid and reliable tools;
- be conducted in a culturally sensitive manner;
- be conducted in the native language of the child and family unless clearly not feasible to do so;
and
- assure measuring and reporting of early childhood outcome status at program entry and exit.

A child's medical records may also be used to establish eligibility (without conducting an evaluation of the child) if the medical records indicate that the child's level of functioning in one or more of the developmental areas constitutes a developmental delay.

Informed clinical opinion may be used to establish a child's eligibility even when other instruments do not establish eligibility.

DHW-IITP completes a family-directed assessment of the resources, priorities, and concerns of the family and the identification of the supports and services necessary to enhance the family's capacity to meet the needs of their child.

Using the information gathered during the evaluation process, DHW-IITP determines whether a child is eligible for the Infant Toddler Program.

Responsibilities for evaluations and service delivery

IESDB provides:

- functional assessment of vision and hearing benchmarks;
- audiological evaluations, at the main campus and elsewhere if resources permit;
- participation in IFSP development;
- participation of teachers in team meetings to review status of children and families and to coordinate and consult with team members;
- provision of hearing and vision services;
- parent education and assistance to explore diagnosis and treatment options;
- provision of sign language instruction for families;
- promotion of the use of audition and sight;
- guidance for the establishment of a stimulating home learning environment;
- linking parents with resources for various treatment options;
- access to assistive technology devices;
- promotion of age appropriate skill development in all domains, including pre-literacy and numeracy skills in an accessible medium to include Braille if needed; and
- transition planning.

DHW provides or arranges for:

- intake and interim service coordination;

- evaluations when no other provider or payment source is available;
- service coordination;
- team meetings to review the status children and families and to assure coordination and consultation among team members;
- IFSP development;
- ongoing service delivery of early intervention services in the natural environment, to include: audiological services, developmental therapy, occupational therapy, social work services, speech/language therapy, physical therapy, and psychological services, parent training and counseling; and
- transition planning.

Procedural Safeguards

DHW and IESDB will assure that all procedural safeguards are met in accordance with IDEA, Part C, and the ITP Implementation Manual. Both parties will:

- provide prior written notice of proposal or refusal to initiate or change identification, evaluation, or services,
- obtain consent for all evaluations and assessments,
- assure timely development of IFSPs, including consent for services, and timely delivery of services, and
- assure confidentiality in accordance with the Family Education Rights and Privacy Act and Part C of IDEA.
 - provide families with notice at referral about plans for the routine exchange of information with employees of the lead agency and IESDB as a participating agency. The notice must fully inform parents about confidentiality provisions and provide a description of the children for whom personally identifiable information is maintained, the types of information that will be exchanged, including the sources from which information is gathered including electronic records maintained in ITP Web, and the uses for the information. They will also be provided with a summary of the policies and procedures followed by ITP regarding the storage, disclosure to third parties, retention and destruction of personally identifiable information. Each notice will include a copy of rights, including Part C confidentiality provisions, and a description of the extent that the notice is provided in native languages.

Data enrollment and reporting

DHW is responsible to maintain an interagency data collection system that captures early intervention enrollment and service data required for management and reporting to the Office of Special Education Programs at the U.S. Dept. of Education. DHW-ITP receives and enters early intervention service data through the use of a web-based data system. Reports are routinely made available to regional programs and agency providers as well as the Early Childhood Coordinating Council and the Regional Early Childhood Committees.

IESDB agrees to participate in data collection and data submission regarding their services to eligible children. IESDB enters early intervention service data through the use of a web-based data system. This includes annual expenditure data for personnel, operating and trustee and benefit accounts by the IESDB for Outreach services to infants and toddlers from birth to 36 months of age. IESDB agrees to participate in regional site visits and focused monitoring in a collaborative manner to include participating in surveys and focus groups, providing records for quality assurance reviews, and attending debriefing sessions with the Regional Early Childhood Committees and the visiting team. IESDB will participate as a visiting team member up to one team per year of focused monitoring activities.

Fiscal Accountability

Pursuant to 34 CFR § 303.510, provisions of this agreement pertain only to services and funding resources that are included for activities or expenses that are reasonable and necessary for implementing the State's early intervention program for infants and toddlers with disabilities. This includes funds for direct early intervention services for infants and toddlers with disabilities and their families and those funds used to expand and improve services for infants and toddlers with disabilities and their families.

Consistent with 34 CFR § 303.510, each agency will ensure that the use of IDEA, Part C funds are not used to satisfy any financial commitment for services that would otherwise have been paid for from another public or private source.

The Idaho Infant Toddler Program is the lead agency responsible for the provision of early intervention services and adheres to the System of Payment policy in accordance with 34 CFR §303.501, §303.510, §303.520, and §303.521. The services provided by IESDB are specifically excluded from the use of private insurance or public benefits to cover services provided by Teachers of the Deaf and Hard of Hearing and Teachers of the Blind or Visually Impaired.

Both agencies agree to adhere to the provisions of 34 CFR § 303.120(b) to coordinate available resources to pay for early intervention services. In accordance with 34 CFR § 303.225(b), both agencies will annually account for all state and local funds used for the provision of early intervention services and to report expenditures to assure non-supplanting of funds.

Dispute Resolution

In accordance with 34 CFR, § 303.511(c), all participating agencies agree to resolve disputes that arise in the provision or payment of early intervention services in a non-adversarial manner and to ensure that services to children and families are not delayed or disrupted by using the following process for timely resolution of interagency disputes:

1. An individual or agency with a concern will first use the agency's internal procedures to address the concern. At any time, technical assistance to clarify the intent of the agreement may be sought from the IESDB Outreach Director(s), or the DHW-ITP Program Manager.
2. If resolution is not achieved at the agencies internal level, the issue and all relevant information will be forwarded to the Infant Toddler Program Hub Supervisor. Discussions will be held among IESDB Outreach Consultant/Specialists and other agency personnel as appropriate, to

reach a consensus decision. If all parties agree, the services of a trained mediator may be used to assist in resolving the dispute.

3. If consensus is not reached at the previous level, the Infant Toddler Program Hub Supervisor will forward the issue and all relevant information to the DHW Infant Toddler Field Operations Program Manager for review. After consulting with the representatives of IESDB including the appropriate Outreach Director and the other involved agencies, the Infant Toddler Field Operations Program Manager will determine a resolution.
4. Any party dissatisfied with the Infant Toddler Field Operations Program Manager's decision for resolution may forward the issue and all relevant information to the FACS Bureau Chief. The FACS Bureau Chief will consult with the Administrator of IESDB and representatives of the other involved agencies to determine how the issue will be resolved. If DHW is involved, the FACS Division Administrator will be consulted. If Head Start is involved, the Region X Administration on Children and Family (ACF) Head Start Program Specialist will be consulted.
5. The decision of the FACS Bureau Chief may be reviewed by the Director of DHW. Before making a final determination, the Director of DHW will review all aspects of the issue with the Administrator of IESDB and directors of the other involved agencies. If SDE is involved, the Superintendent of Public Instruction or his/her designee will be consulted. If Head Start is involved, the Region X Administration on Children and Family (ACF) Head Start Program Specialist will be consulted. The Director of DHW will brief the Office of Governor, as necessary, prior to issuing the final decision regarding the dispute.

The dispute resolution process must be completed no later than 45 calendar days after the issue is referred to the regional Early Intervention Specialist. To ensure the continued provision of services during disputes involving which agency is responsible for providing different services, the DHW Infant Toddler Field Operations Program Manager will:

1. assign financial responsibility for service provision to an agency as soon as possible after being notified of the dispute.
2. reassign agency and financial responsibility after the dispute is resolved if the original assignment was inappropriate.
3. make arrangements to compensate, if necessary, an agency that was initially assigned responsibility for services that are later determined to be the responsibility of another agency.

If during the resolution of the dispute, the Infant Toddler Program determines that the assignment of financial responsibility was inappropriately made, the Infant Toddler Program will reassign the financial responsibility to the appropriate party and make arrangements for reimbursements of any expenditures incurred by the agency originally assigned financial responsibility.

Training

The DHW-ITP is responsible for ensuring that in-service training is available to all early intervention providers about the system of early intervention services and IDEA, Part C.

IESDB will participate in required training about IDEA, Part C, and the early intervention system requirements.

When training needs related to services for infants and toddlers with vision and/or hearing loss are identified, IESDB and DHW-ITP will collaboratively respond to the training needs by identifying resources and assuring that training is delivered to appropriate personnel or families.

RECC Participation

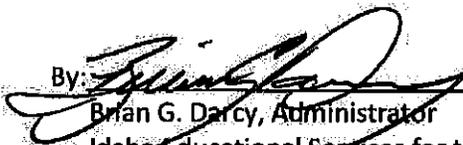
The DHW-ITP will seek input, advice and assistance from stakeholders regarding the early intervention system in Idaho through regularly scheduled Regional Early Childhood Committee (RECC) meetings.

IESDB will participate in RECC meetings and activities representing concerns related to hearing and /or vision loss.

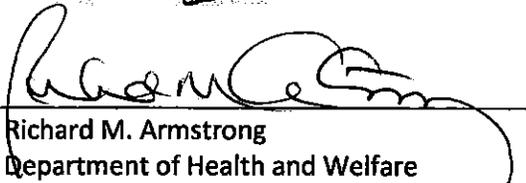
General Provisions

The provisions of this agreement may be extended, modified, or changed upon a written amendment signed by all parties, and such amendment, when so signed, will become a part of this agreement. This agreement becomes effective on the date signed by all parties. The agreement is automatically renewed on July 1 of each year unless any party requests a review of the agreement prior to May 1 of the same year.

Signatures:

By:  _____
Brian G. Darcy, Administrator
Idaho Educational Services for the Deaf and the Blind

Date: 3-18-13

By:  _____
Richard M. Armstrong
Department of Health and Welfare

Date: 3-20-13