

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

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Meeting Date: March 11, 2008	[X]	Consent	[]	Regular
	[]	Workshop	[]	Public Hearing

Department

Submitted By: Community Services

Submitted For: Head Start/Early Head Start & Children's Services

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Non-financial Collaborative Agreement with Easter Seals Florida (Palm Beach County Early Steps Program), for the period of November 1, 2007, through September 30, 2008, at no cost to the County, to provide developmental evaluations services for eligible Early Head Start infants and toddlers who are suspected of having disabilities.

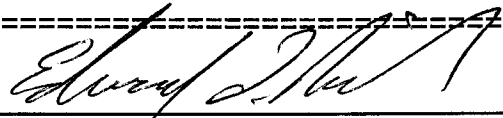

Summary: This Agreement will be used to provide medical, physical, psychological, social and educational evaluations to Early Head Start infants and toddlers. In addition, Easter Seals Florida (Palm Beach County Early Steps Program), will assist in making recommendations for placement in early intervention programs based on the evaluation outcomes. There is no cost to the County. (Head Start) Countywide (TKF)

Background and Justification: As required in the Head Start Performance Standards, at least 10% of the total enrollment in the Early Head Start program must be made available to infant and toddlers with a disability. Easter Seals Florida, (Palm Beach County Early Steps Program) has agreed to accept referrals from the Early Head Start program for children suspected of having, or at risk of having, a disability. They will assist in providing medical, physical, psychological, social and educational evaluations to Early Head Start children, birth to three years of age. The evaluation will be used to determine the infants and toddlers' eligibility for special programs. Easter Seals Florida, (Palm Beach County Early Steps Program) is the designated community-based provider of early intervention services for children from birth to age three and their families who are at risk for or already have disabilities.

Attachments:

Non-financial Collaborative Agreement with Easter Seals Florida, (Palm Beach County Early Steps Program)

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Recommended by: 	3-6-2008
Department Director	Date
Approved by: 	3-7-08
Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>-0-</u>	_____	_____	_____	_____
External Revenues	<u>-0-</u>	_____	_____	_____	_____
Program Income (County)	<u>-0-</u>	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
 NET FISCAL IMPACT	<u>-0-</u>	_____	_____	_____	_____
 # ADDITIONAL FTE POSITIONS (CUMULATIVE)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No.: Fund _____ Dept. _____ Unit. _____ Object _____
 Program Code _____


B. Recommended Sources of Funds/Summary of Fiscal Impact:

No additional cost to the Palm Beach County Head Start/Early Head Start Program.

C. Departmental Fiscal Review.

III. REVIEW COMMENTS

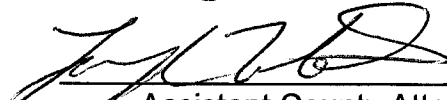
A. OFMB Fiscal and/or Contract Administration Comments:

 2-21-08
 OFMB/Budget
 CN 2/14/08
 MD 2/21/08
 MM 2/11/09

 3/6/08
 Contract Development and Control
 SW

B. Legal Sufficiency:

See CDCS comments


 Assistant County Attorney

C. Other Department Review:

 Department Director

This Contract complies with our contract review requirements.

The effective date is retroactive. At the time of our review there was no certificate of insurance.

This summary is not to be used as a basis for payment.

**NON-FINANCIAL
COLLABORATIVE AGREEMENT**

**EASTER SEALS FLORIDA
(Palm Beach County Early Steps Program)**

AND

**PALM BEACH COUNTY HEAD START/EARLY HEAD START AND
CHILDREN'S SERVICES**

Palm Beach County Early Steps Program, herein referred to as "ES" and the Early Head Start Program, Palm Beach County, hereinafter referred to as "EHS" this 1st day of November, 2007, enter into this non-financial collaborative agreement to provide services to children ages birth to three enrolled in EHS Programs in Palm Beach County.

WHEREAS, under Part C the individuals with Disabilities Education Act (P.L. 99-457), the ES is responsible for providing developmental evaluations of children, birth to three years of age who are suspected of having disabilities, and determining their eligibility for special programs, and

WHEREAS, the ES desires to establish and implement child developmental programs for children with disabilities ages birth to three, and

WHEREAS, both parties wish to comply with all established laws, rules and regulations for the Part C of IDEA Early Steps Program:

NOW THEREFORE, in consideration of mutual covenants herein contained, the parties agree as follows:

1. The ES agrees to:
 - a. Accept referrals of children served in EHS for evaluation, eligibility, and recommendation for placement by ES staff according to Program and Procedures of the Early Steps Program.
 - (1) Provide multi-disciplinary evaluation team, which may include licensed psychologists, physical therapist, occupational therapist, ITDS (infant/toddler developmental specialist) and speech therapist to evaluate those children suspected of having disabilities as soon as possible but not longer than 45 days of referral.
 - (2) Provide for the use of valid tests and evaluation materials, administered and interpreted by trained personnel, in conformance with established instructions. For non-English speaking children, the evaluation procedures shall provide for the use of primary language or other mode of communication commonly used by the child.

- (3) Notify designated **EHS** contact of evaluation appointments in writing, by providing a copy of **ES** appointment letter.
- b. If eligibility for Part C is met, an Individual Family Support Plan (IFSP) will be developed based upon recommendations from the FSP Team which may include the child's teacher, who will be invited to attend. If child is not eligible for Part C, the child will be referred to community agencies for appropriate services. Service providers will be selected from the Part C Provider Network based upon family choice. Each family is assigned a FSC (Family Service coordinator), who will help them with this process. The name of the FSC will be listed on the IFSP.
 - c. Individual Family Support Plan will be revised once a year and every six months the family will receive a review of the plan.
 - d. Provide technical assistance and materials to **EHS** staff, on Individual Family Support Plan compliance, and Family Support Plan development and program implementation and inclusion activities.
 - e. Provide assistance in ensuring timely and appropriate transition of Part C eligible children enrolled in the **EHS** program to an appropriate early childhood setting beginning no less than six (6) months prior to the child's third birthday, when applicable.
 - f. Include children who are eligible for Part C in the appropriate counts and afford them all their rights.
 - g. Make provisions for children with out-of-state Individual Family Support Plans and review these plans to determine eligibility for services within Florida.
 - h. Provide written evaluation reports to parents and **EHS**, as soon as possible after the evaluation is completed.
 - i. For each referral from **ES** a Referral for Placement in **EHS** form will be completed and returned to the local **EHS** designated coordinator.
 - j. For potential referrals to **EHS**, inform **ES** families about **EHS** and refer families interested in services. Referrals may be made verbally and followed up in writing using the Referral for Place in Early Head Start form.

2. **EHS** agrees to:

- a. Abide by the attached Interagency Agreement for Implementation of a System of Prevention, Early Identification and Early Intervention for IDEA Part C Population.
- b. Provide adequate and necessary child development materials and supplies for the children in the program.
- c. Provide an appropriate, safe, supportive and developmentally appropriate classroom environment.

- d. Make referrals to **ES** of any child suspected of having disabilities. Secure appropriate parental consent and release of information prior to referral, using **EHS** referral and release of information forms.
 - (1) Involve parents and other family members in the pre-assessment planning process and development of the Family Service Plan.
 - (2) Provide referral form, **ES** Birth Demographic Form, Consent for Release of Information and developmental assessment results (if available) for children who have been referred for evaluation.
- e. Provide appropriate immunization and medical records, and birth certificate and social security number (if available) for children who have been referred for evaluation.
- f. Complete health screening on all children, within four (4) weeks of a child's enrollment in the **EHS** program. Provide this health information related to child suspected of having a disability to **ES**.
- g. Complete Ages & Stages screening and Brigance Infant Toddler screen on all children within 45 days of a child's enrollment. Provide this developmental information related to child suspected of having a disability to **ES**.
- h. Coordinate transition from **EHS** to another early childhood program of parents' choice with **ES** and Part B LEA Coordinator
- i. Provide appropriate training to **EHS** staff and parents.
- j. Maintain general liability insurance in the amount of \$1,000,000.

3. Both parties agree:

- a. To comply with all federal, state and district laws, rules and regulations.
- b. In the event that any part, term or provision of this agreement is by a court of competent jurisdiction found to be illegal, unenforceable, indirect conflict with federal, state, or local laws, the validity of the remaining portions and provisions shall not be affected, and the rights and obligations of the party shall be construed and enforced as if this agreement did not contain particular part, term, or provision held to be so invalid.
- c. This agreement may be amended or modified only in writing and executed by both parties. This agreement may be terminated by either party upon written notice of thirty (30) days. If either party terminates for convenience herein, it shall not be liable for breach of contract, lost profits, or other such damages whether consequential or inconsequential.

- d. To review and/or update collaboration agreement annually.
- e. Provide parents with information on their rights and due process according to Individuals with Disabilities Education Act (IDEA).
- f. Keep all information given and received as confidential

Nothing below this line

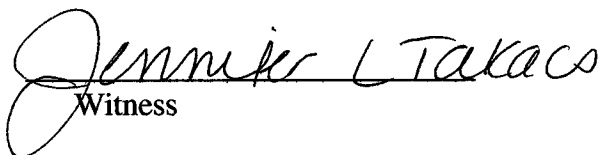
IN WITNESS WHEREOF, this Agreement has been executed on the date and year first above written and shall cover the period of November 1, 2007 through September 30, 2008.



PALM BEACH COUNTY EARLY STEPS PROGRAM
EASTER SEALS FLORIDA

1-7-08

Date


Witness

1-7-08

Date

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

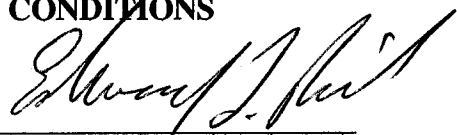
By: _____
Addie L. Greene, Chairperson

Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Head

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

By: _____
Deputy Clerk