



## EAST COAST MIGRANT HEAD START PROJECT

### **Memorandum of Agreement**

This agreement is made between East Coast Migrant Head Start Project [hereinafter referred to as 'ECMHSP'], 1501 Lee Highway, Suite 208; Arlington, Virginia 22209 and School District of Hamilton County, 5683 Highway 129 South - Suite 1 Jasper, FL 32052. It is the intent of both parties, through a collaborative effort with families, to provide services to preschool children with suspected and/or diagnosed disabilities. This agreement replaces any existing agreements between both agencies and is effective through May 1<sup>st</sup> 2019.

#### Purpose:

The purpose of this agreement is to continue to enhance the working relationship between ECMHSP and School District of Hamilton County in their joint efforts towards the identification, referral and delivery of special education services to preschoolers and their families in compliance with Federal and State laws and regulations.

It is the intent of this agreement to:

- 1.) Ensure that cooperative arrangements between ECMHSP and the School District of Hamilton County are developed, implemented, and preserved.
- 2.) Ensure that each agency cooperatively maintains communication and shares leadership responsibility at the local level to ensure that available resources are utilized in the most effective manner.
- 3.) Determine the roles and responsibilities of each agency throughout the identification, referral, evaluation and service delivery processes.

This agreement applies to children age birth to three years enrolled in ECMHSP programs which are located in Hamilton County.

#### Responsibilities:

##### **I. ECMHSP agrees to:**

- A. Participate in community Child Find activities that support the School District of Hamilton County in locating preschoolers potentially eligible for Special Education Services.
- B. Complete health screenings, including hearing and vision, on all preschoolers, within 30 days of enrollment in ECMHSP as required in the Head Start Program Performance Standards.
- C. Complete the developmental screening on all preschoolers within two (2) weeks of enrollment in ECMHSP. ECMHSP uses the ASQ-3 for children up to 66 months and the Denver II for children older than 66 months.
- D. Complete the Learning Accomplishment Profile, Third Edition (LAP-3) on all preschoolers within four (4) weeks of enrollment.
- E. Review screening results, classroom observations, parent concerns and other relevant information available within two (2) days of the completed screening, or identified concern, to determine if a referral is recommended in accordance with Head Start Program Performance Standards.
- F. Secure parental consent for referral within two (2) days of an identified concern in development for those preschoolers with suspect screening results, with LAP-3 scores showing a delay of six (6) months or more in any area, or who were identified by parents or physicians as needing further evaluation.
- G. Refer all preschoolers who may be eligible to the School District of Hamilton County within two (2) days of identifying the need for referral. Referrals will include all health and developmental screening results, health history, immunization records and any written observations that have been completed. Referrals will be completed on School District of Hamilton County intake form and will specify concerns (i.e., social-emotional, gross motor, fine motor, cognitive, language, articulation, attention, etc.).

- H. Meet with parents within two (2) days of enrollment, or within two (2) days of determining a child has an Individualized Education Program (IEP), to obtain consent to refer for continuity of services and consent to release information.
- I. Refer all preschoolers that enroll with a current, valid evaluation or a current IEP within two days (2) of parent consent to School District of Hamilton County for continuity of services.
- J. Refer all children with an Individualized Family Service Plan (IFSP) to School District of Hamilton County 90 days prior to their third birthday or as soon as child enrolls if within 90 days of third birthday. Children without an IFSP but potentially eligible for services will be referred only to [Early Intervention Program] if more than 90 days from their third birthday, and to both the School District of Hamilton County & UF North Central Early Steps Program if within 90 days of their third birthday to limit delays in evaluation and provide consistency in the referral process.
- K. Provide an inclusive classroom learning environment where special education and related services can be delivered within the child's natural environment, routines and activities during program hours and in accordance to the IEP.
- L. Provide space at the center as needed for special education service coordination, IEP meetings, assessment and evaluation activities and other opportunities to support parent engagement and participation by staff from both agencies.
- M. Participate in the multidisciplinary evaluation by providing classroom observations, LAP-3 results and other information, as needed.
- N. Participate in the development, implementation and review of the IEP, as appropriate.
- O. Transport and provide translation services, as needed, to support parent attendance and engagement in evaluations and service planning meetings when requested.
- P. Assist parents in collaborating with School District of Hamilton County by bringing all necessary documents for timely enrollment and registration at the necessary school site.
- Q. Participate in the School District of Hamilton County child counts, as appropriate.

**II. School District of Hamilton County agrees to:**

- A. Refer, with parental consent, children who are potentially eligible for placement to ECMHSP.
- B. Evaluate children who are referred to School District of Hamilton County, with parental consent, for eligibility in the 619 program.
- C. Notify Head Start of evaluations and of the IEP meeting at least one (1) week prior to scheduling. School District of Hamilton County administrative staff or designee will call and/or email Disability Services Coordinator at the appropriate sites (with parental consent, obtained at initial referral) to notify of the date.
- D. Coordinate special education services for children with disabilities. Children enrolling with an out of state IEP will receive comparable services until such time that School District of Hamilton County evaluation and eligibility meeting may take place to determine Florida eligibility.
- E. A multidisciplinary evaluation and IEP meeting will be conducted within ninety (90) days of receiving a referral from ECMHSP.
- F. Provide copies of IEP and evaluations to the center's Disability Services Coordinator (DSC) with authorization for release of information from parents. School District of Hamilton County administrative staff or designee may share a copy of IEP with given the authorization for release of information from parents.
- G. Provide special education and related services on the child's IEP provided by the School District of Hamilton County

within thirty (30) days of parents' signing the child's IEP.

- H. Services will be delivered to the child in least restricted environment as determined by an IEP team.
- I. Provide to ECMHSP's DSC, with parents' consent, schedule of dates, times and location for services to be provided.
- J. Provide, with parents' consent, documentation of services provided to children with disabilities at ECMHSP sites.
- K. Provide in-service training for staff and parents, as appropriate, in order to provide continuity of services.
- L. Support transition planning for parents prior to any changes in the child's placement by providing progress towards IEP objectives.
- M. Monitor service implementation of the children's IEPs in accordance with state and federal guidelines.

**III. Both parties agree to:**

- A. Maintain confidentiality of all children's records and follow all requirements outlined in the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA).
- B. Work together to assure smooth transitions of diagnosed children from one placement to another and follow transition planning requirements under IDEA and Head Start Program Performance Standards.
- C. Maintain cooperative efforts to exchange service agendas so that each agency can inform their parents and staff of available trainings, meetings and activities.
- D. Overall on-site implementation and monitoring of this agreement shall be carried out through the cooperative efforts of the School District of Hamilton County and ECMHSP administrative staff or designee. Although both parties shall assume responsibility for co-monitoring the agreement, the day-to-day operation of the program shall be the administrative responsibility of ECMHSP.

- IV. The term of this agreement is from May 1<sup>st</sup> 2018 to May 1<sup>st</sup> 2019. This agreement will be reviewed annually, and revisions may be made upon written agreement of both parties. This agreement may be terminated by either party upon written notice of thirty (30) days. Both parties recognize their liability for negligence.

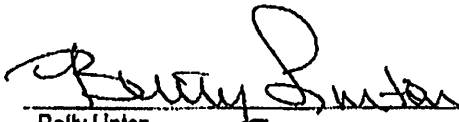
**V. Notices:**

**For School Board of Hamilton County:**

Betty Linton  
Coordinator of Exceptional Student Education/Pre-K  
5683 Highway 129 South - Suite 1  
Jasper, FL 32052  
Phone: (386) 792-7852  
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**For East Coast Migrant Head Start Project:**

Mariely Rivera-Rohena  
Early Head Start Administrator  
East Coast Migrant Head Start Project  
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Betty Linton  
Exceptional Student Education Coordinator  
School Board of Hamilton County

4-4-18  
Date

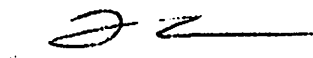
THE SCHOOL BOARD OF HAMILTON  
COUNTY, FLORIDA  
Phone: (386) 792-1228  
Fax: (386) 792-3681

By:   
Superintendent

4/10/18  
Date

  
Marlely Rivera-Rohena  
Early Head Start Administrator  
East Coast Migrant Head Start Project

5/8/18  
Date

  
Sheri Anastasio  
Hamilton County - Jennings Center Director  
East Coast Migrant Head Start Project

5/8/18  
Date

**ADDENDUM TO WRITTEN AGREEMENT  
FOR THE PROTECTION OF PERSONALLY IDENTIFIABLE  
INFORMATION CONTAINED IN CHILD RECORDS**

WHEREAS, Subpart C to 45 CFR Part 1303 sets forth privacy standards for child records maintained by Head Start Agencies; and

WHEREAS, East Coast Migrant Head Start Project ("ECMHSP") is a Head Start Agency that must comply with the requirements of Subpart C to 45 CFR Part 1303; and

WHEREAS, ECMHSP has adopted a written Privacy Policy for Child Records that requires consultants, contractors, sub-recipients, or volunteers (jointly referred to as "Contractor") to execute a written agreement to protect the privacy of child records disclosed to the consultant, contractor, sub-recipient, or volunteer by ECMHSP; and

WHEREAS, ECMHSP and Contractor have entered into a written agreement pursuant to which the Contractor provides certain services to Head Start eligible children and families; (hereinafter the "Collaborative Agreement"); and

WHEREAS, ECMHSP and the Contractor jointly desire to amend the Collaborative Agreement to address the privacy standards for child records contains in Subpart C to 45 CFR Part 1303;

IT IS THEREFORE AGREED TO AS FOLLOWS,

1. ECMHSP may disclose personally identifiable information ("PII") from a child's records to Contractor. The purpose of such disclosure is to allow the Contractor to facilitate services and/or to provide services to the child in accordance with the Collaborative Agreement.
2. The Contractor agrees to protect PII from unauthorized disclosure. Any unauthorized disclosure of PII shall constitute a material breach of the Collaborative Agreement.
3. The Contractor must immediately report to ECMHSP any unauthorized disclosure of PII.
4. In the event of an unauthorized disclosure of PII, ECMHSP may avail itself of any remedy available to it under applicable law, including, but not limited to, the termination of the Collaborative Agreement.
5. The Contractor agrees to destroy all child records containing PII provided to Contractor by ECMHSP after those child records are no longer needed for the purpose for which they were disclosed.

Agreed to:

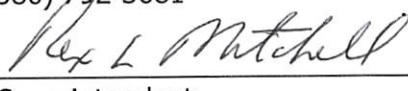


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**East Coast Migrant Head Start Project**

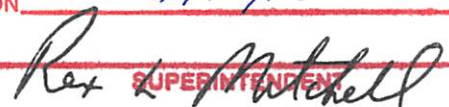


John E. Menditto  
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September 7, 2017

APPROVED BY HAMILTON SCHOOL BOARD

ON 4/10/18

  
SUPERINTENDENT