

FLORIDA DEPARTMENT OF EDUCATION



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K12: 2006-131

MEMORANDUM

TO: Exceptional Student Education Directors

FROM: Bambi J. Lockman

DATE: September 11, 2006

SUBJECT: INTERAGENCY AGREEMENT FOR THE TRANSFER OF ASSISTIVE TECHNOLOGY

The purpose of this memorandum is to ensure understanding of and compliance with the attached Florida Interagency Agreement for the Transfer of Assistive Technology. This interagency agreement meets the requirements of Senate Bill (SB) 2550 passed by the 2005 Legislature, creating Section 1003.575, Florida Statutes, "Assistive technology devices; findings; interagency agreements," regarding the transition of assistive technology. To view the bill text in its entirety, see Chapter 2005-188, Laws of Florida.

This bill became effective July 1, 2005, and required an interagency agreement among the agencies listed below:

- The Florida Infants and Toddlers Early Intervention Program of the Department of Health
- The Division of Blind Services of the Department of Education
- The Division of Vocational Rehabilitation of the Department of Education
- The Voluntary Prekindergarten Education Program of the Department of Education and the Agency for Workforce Innovation
- The Bureau of Exceptional Education and Student Services of the Department of Education

The interagency agreement is required to provide a mechanism by which a young person, or his or her parent, may request that an assistive technology device remain with the young person as he or

BAMBI J. LOCKMAN

Chief

Bureau of Exceptional Education and Student Services

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she moves through the continuum from home to school and to post-school. In addition, a procedure is established to ensure the young person and all individuals who assist in the transition of a young person are informed of assistive technology devices and services that may meet the transition needs.

The attached interagency agreement was developed by representatives of the above agencies and is designed to provide the transition mechanism outlined in SB 2550. Sample forms for the transfer of assistive technology are attached which may be used by parents and school districts to track assistive technology transition requests and outcomes.

Information regarding the rights of students to request the transition of their assistive technology must be provided to the student, his or her family, and the transition individual educational plan team. Upon receipt of this memorandum, we encourage all exceptional student education (ESE) directors to review and share this information with the ESE teachers in their district. This information should be provided to all IEP teams, so they may inform students and their families of the option to request the transition of their technology.

BJL/kmm

Attachments:

Florida Interagency Agreement for the Transfer of Assistive Technology
Consumer Request Form for the Transfer of Assistive Technology
Agency Certification of Assistive Technology Transfer Decision

cc: Florida Diagnostic and Learning Resources System Managers
Transition Contact Persons

Florida Interagency Agreement for the Transfer of Assistive Technology¹

I. Introduction

Florida local education agencies (LEAs) and select state agencies periodically provide assistive technology to children and youth with disabilities as part of their individual support plan (ISP), individualized plan for employment (IPE), individualized family support plan (IFSP), or individual educational plan (IEP) in accordance with federal and state law. This interagency agreement seeks to establish a framework for a more efficient transition of technology as individuals move through the continuum of education to employment.

II. Authority

Section 1003.575, Florida Statutes (F.S.), requires interagency agreements to support a framework that ensures the opportunity to request assistive technology devices be retained for use by a child or youth with a disability as he/she transitions to another school district, postsecondary institution, state or community agency, employment facility or community living facility.

III. Participating Agencies

- Florida Infants and Toddlers Early Intervention Program (Early Steps) of the Division of Children's Medical Services of the Department of Health
- The Division of Blind Services of the Department of Education
- The Division of Vocational Rehabilitation of the Department of Education
- The Voluntary Prekindergarten Education Program of the Department of Education and the Agency for Workforce Innovation
- The Bureau of Exceptional Education and Student Services of the Department of Education

IV. Purpose of this Agreement

A. General Purpose

The purpose of this agreement is to clarify requirements in accordance with S. 1003.575, F.S., associated with the transfer of assistive technology for children and youth with disabilities as they move through the continuum from home to school(s) to post-school.

¹ Assistive technology is defined as an 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 individuals with disabilities.

B. Specific Purpose

The specific purpose is to provide a framework for ensuring that children and youth with disabilities and their families, educators, and employers are informed about the continued use and transfer of assistive technology devices that may assist in meeting transition needs. This framework will establish a mechanism by which the users of such equipment or his or her parent may request that an assistive technology device remain with the young person as he or she moves through the continuum from home to school to post-school.

V. Specific Terms and Conditions for Coordination of Services by Agencies in this Agreement

- A.** The Agency for Workforce Innovation (AWI) administers the operational requirements of the Voluntary Prekindergarten (VPK) Educational Program pursuant to Chapter 1002, F.S. No funds received by the participating child nor the AWI are used for the purchase or transfer of assistive technology devices. Because the children are in an educational setting, the AWI will assist in the coordination and facilitation, as appropriate, for the purchase or transfer of an assistive technology device between a participating VPK child and the agency purchasing or transferring the device. As such, provisions related to the purchase and transfer of technology devices shall not apply to AWI. AWI is neither an affected agency nor an LEA.

B. Authority for Transfer of Property by LEA

LEAs have clear authority from federal and state regulations to manage the general affairs of the district. This includes the authority to transfer property the LEA no longer needs. Equipment may be used by the district in the program or project for which it was acquired as long as needed. When no longer needed for the original program or project, the equipment may be used in other program activities or may be sold at fair market value to another agency or individual as noted in S. 274.05, F.S., and (34 CFR § 80.42(4)(e)).

Because students profit from continued use of the same technology, LEAs are encouraged to transfer equipment with the student. However, the sending LEA may choose to offer assistive technology to the receiving LEA, offer the assistive technology to another student in the sending LEA, offer the device to another federally funded program, or dispose of the device according to school district policy.

To ensure accountability for the transfer of property, the LEA must consider the following guidance in preparing to transfer assistive technology:

- The school board may receive reasonable value for transferring property.
- Transfer of assistive technology devices may be made to any number of entities or individuals, including, but not limited to, another LEA, a postsecondary institution, a human service agency, an employer, or a private individual.
- Transfer of assistive technology devices should be completed through applicable LEA procedures that are consistent with LEA property record requirements.
- The transfer procedure should define the responsibility of the recipient for supporting the user of the equipment and for the care, maintenance, and upgrading of the equipment.

C. Framework for the Transfer of Assistive Technology

The affected agencies will develop the following upon execution of this agreement:

- Procedures for a transfer process as outlined in the following section of this agreement
- Informational materials for dissemination to children and youth with disabilities, their families, educators, and employers about the transfer of assistive technology devices that may assist in meeting transition needs
- A form to ensure an accessible and consumer friendly request process

D. Request Process

- A request to retain an assistive technology device must be made to the agency that owns the device, in writing, by a youth with disabilities or his or her parent or guardian.² (S. 1003.575, F.S.)
- The affected agency will acknowledge receipt of the written request within 10 working days.
- The affected agency will certify that the technology was purchased by the LEA or state agency and document the original cost and date of purchase. At its discretion, the LEA or affected state agency may request reimbursement for the assistive technology being transferred. Assistive technology reimbursement may be based on a straight line of depreciation taking into account the nature of the equipment, historical usage patterns, and technological development as noted in S. 274.05, F.S. and (34 CFR § 80.42(4)(e)).
- Within 30 working days after original request, the agency that owns the device will notify the requestor of the established transfer date.

² A written request is necessary only in those cases where an assistive technology device is owned by an entity other than a young person or his or her parent or guardian.

E. Liability for Used Equipment

Neither the Department of Education nor Department of Health shall be liable for any nonconformity in the equipment after it is purchased and transferred or for injuries arising out of the use of the assistive technology device.

F. Third-Party Payor

Nothing contained in this section shall be construed as decreasing the obligation of an insurance company or other third-party payor to provide coverage for assistive technology.

G. Resolution of Disputes

The parties to this agreement resolve to address interagency disputes in a timely manner. Any complaint or grievance shall be in writing and identify the conflict and proposed action to be taken and by whom. The staff from the receiving agency shall provide a written response, which includes proposed solutions to the dispute, 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 appropriate parties who signed the agreement representing their agency. Until final resolution of a dispute, each of the parties to this agreement shall respect the policies and procedures of one another. In the case of disputes regarding financial obligations, during the pendency of any disputes the public agency responsible for educating the disabled child or youth must ensure that the youth receives all required services at no cost to the parents.

H. Financial Responsibility***General Statement***

Equipment purchased with state or federal funds valued at less than \$5,000 may be sold at fair market value to another agency named in this agreement. In determining fair market value, a straight line of depreciation is suggested, taking into consideration the nature of the equipment, historical usage patterns, and technological development.

Each affected agency named in this agreement has financial responsibility for ensuring the provision of services to children and youth, including those with disabilities. Therefore, upon signing this agreement, each affected agency understands that reimbursement may be requested for the assistive technology being transferred, and the receiving agency must meet or negotiate this reimbursement request.

Conditions and Terms of Reimbursement

If a noneducational agency fails to provide or pay for services for which they are responsible and that are also considered special education and related services, the LEA (or state agency responsible for developing the

child's IEP) shall provide or pay for these services to the child in a timely manner. The LEA or state agency may then claim reimbursement for the services from the noneducational agency that was responsible for the provision of the services and failed to provide or pay for these services, and that agency shall reimburse the LEA or state agency in accordance with the terms of this agreement.

I. Timely and Appropriate Coordination of Services

The request process above outlines the procedures for timely and appropriate delivery of services. The agency that owns the device will acknowledge the receipt of the written request within 10 working days and will notify the requestor of the established transfer date within 30 working days of the request.

VI. General Provisions

A. Compliance with Laws

Each party shall comply with all federal, state, and local laws, rules, regulations, standards, and executive orders, without limitation to those designated within this agreement. The laws and regulations of the state shall govern the rights of the parties, performance of this agreement, and any disputes. If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law. Any changes in the governing law, rules, and regulations during the term of this agreement shall apply but do not require an amendment.

B. Nondiscrimination

The parties shall comply with the mandates that all persons, regardless of race, color, religion, sex, age, disability, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable federal and state laws, rules, and regulations, including the Americans with Disabilities Act.

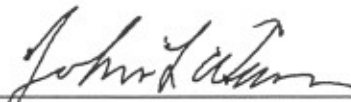
C. Amendments or Modifications

This agreement may be amended or modified at any time by consensus of all state agencies in this agreement. No agent, employee, or other representative is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of all respective parties.

In witness whereof, the parties have executed this agreement on the dates stated in the following pages.

Florida Interagency Agreement for the Transfer of Assistive Technology

In witness whereof, this party has executed this agreement on the date stated below:

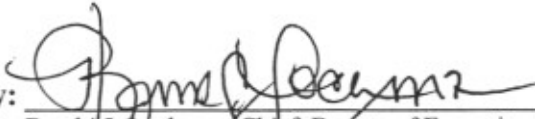
By: 
John L. Winn, Commissioner,
Florida Department of Education

Date 8/2/06

Florida Interagency Agreement for the Transfer of Assistive Technology

In witness whereof, this party has executed this agreement on the date stated below:

By:



Bambi J. Lockman, Chief, Bureau of Exceptional
Education and Student Services,
Florida Department of Education

Date:

8/10/06

Florida Interagency Agreement for the Transfer of Assistive Technology


In witness whereof, this party has executed this agreement on the date stated below:

By: 
Shan Goff, Executive Director, Office of Early Learning
Florida Department of Education

Date: 7/31/06

Florida Interagency Agreement for the Transfer of Assistive Technology

In witness whereof, this party has executed this agreement on the date stated below:

By:  François MD, PhD
M. Rony François, M.D., M.S.P.H., Ph.D.
Secretary, Department of Health

Date: 6/27/06


Florida Interagency Agreement for the Transfer of Assistive Technology

In witness whereof, this party has executed this agreement on the date stated below:

By: Bill Palmer Date: 6/13/06
Bill Palmer, Director, Division of Vocational Rehabilitation
Florida Department of Education

Florida Interagency Agreement for the Transfer of Assistive Technology

In witness whereof, this party has executed this agreement on the date stated below:

By: 
Craig Kiser, Director, Division of Blind Services,
Florida Department of Education

Date: 06/26/06

Florida Interagency Agreement for the Transfer of Assistive Technology

In witness whereof, this party has executed this agreement on the date stated below:

By: 
Janice Kane, Bureau Chief, Early Steps
Children's Medical Services, Department of Health

Date: 6/22/06

Florida Interagency Agreement for the Transfer of Assistive Technology

In witness whereof, this party has executed this agreement on the date stated below:

By: Gladys Wilson
Gladys Wilson, Deputy Director, Office of Early Learning,
Agency for Workforce Innovation

Date: June 29, 2006

Consumer Request for Transfer of Assistive Technology

Date: _____

Consumer Name: _____

School/Agency: _____ Grade: _____

If the individual requesting the transfer of assistive technology is different from the consumer listed above, complete the following information.

Name: _____ Phone: _____

Relationship to Consumer: _____

I request the transfer of the following assistive technology. Be as specific as possible. Use additional sheets if necessary.

Item Name: _____ Brand Name: _____

Model or serial number: _____

I request this assistive technology be transferred from:

School: _____ District: _____

I request this assistive technology be transferred to:

School/Agency/Person: _____ District/County _____

Address: _____

Phone: _____

Consumer Signature: _____

Agency Receipt/Date: _____

Agency Signature: We acknowledge receipt of written request.
(Must be signed and 1 copy returned to consumer within 10 working days)

Agency Certification of Assistive Technology Transfer Decision

The School Board of _____ County

_____ approves (complete section 1 only)

_____ denies (completes section 2 only) the attached assistive technology (AT) transfer request

Section 1: (complete for approval of transfer)

School or State Agency

_____ Does not request reimbursement for the AT being transferred.

_____ Requests reimbursement for the AT being transferred at the amount of \$_____.

We have mutually agreed on _____ as the transfer date.

_____ Consumer

_____ Agency

Date of notification of transfer date: _____
(Consumer must be notified within 30 working days of original request.)

The receiving agency will assume responsibility for support, maintenance, repair, or replacement of the device as of the date of transfer.

Section 2: (Complete for denial of transfer)

Please provide reasons for denial:

If denied, please attach an alternative assistive technology transition plan for this student.

Agency Signature _____ Date _____