

Florida Department of Education

MEMORANDUM OF AGREEMENT

Between

Division of Blind Services

and

Division of Vocational Rehabilitation

This Memorandum of Agreement (MOA) is made and entered into by and between the Division of Blind Services and Division of Vocational Rehabilitation. The entities listed above are collectively referred to as the parties to this MOA.

A. Purpose

The Division of Vocational Rehabilitation (DVR) and the Division of Blind Services (DBS), both within the Florida Department of Education, have a responsibility to serve eligible individuals with an impediment to employment. Both divisions operate and receive federal funds under the Rehabilitation Act, as amended. These funds are allocated to the State and must be divided between the two vocational rehabilitation programs to ensure all eligible individuals receive adequate and appropriate services. In addition, cooperation between the two divisions is essential to ensure:

- Conformity with state and federal laws and regulations;
- Minimum duplication of effort and the most efficient use of Divisions' resources to help individuals with disabilities become employed with the least delay; and
- Maximum economic benefits from returning individuals with disabilities to the status of wage earners and taxpayers.

This agreement maximizes the services provided to eligible individuals by using the expertise of DVR and DBS Professionals with access to and knowledge of best practices and latest technologies offered by both divisions.

Serving an eligible individual whose daily functioning is affected by both blindness and at least one other disabling condition is more complex. Full utilization of all available resources and the informed choice of the individual are both required to reach a successful employment outcome.

Pursuing these aims, DVR and DBS set the terms of their Memorandum of Agreement as follows:

B. Administration of Agreement:

In this agreement, the director of each division shall identify or assign one or more staff members from their respective divisions to act as coordinators(s) of the activities related to this memorandum. Coordinators shall work together with staff of both divisions to maintain communication and good working relationships and to ensure effective use of resources in meeting the needs of individuals with disabilities. The coordinators will encourage joint staff training and conferences at the state and local (Area/District) level, as appropriate.

1. Designated Memorandum Coordinators

The DBS Client Services Program Administrator and the DVR Program Administrator for the Deaf, Hard of Hearing, DeafBlind Services Unit are the designated Division staff responsible for the following:

- Implementing the provisions of this Agreement
- Monitoring the implementation of this Agreement
- Coordinating all state level workgroups
- Sharing individuals' information, as long as it does not conflict with policies pertaining to confidentiality and informed consent of either Division
- Negotiating any changes to renew or update this Agreement

2. Definitions

a. Bilateral Visual Impairment

DBS has the primary responsibility of serving eligible individuals who have a bilateral visual impairment which, with the best correction for that individual, constitutes or results in a substantial impediment to employment.

b. One-Eye Pathology

DVR is the designated agency for responsibility of serving any eligible individual with one-eye pathology, as individuals with One-Eye Pathology are not eligible to receive services from DBS.

c. Deaf-blindness

The following is an excerpt of the definition of Deaf-Blindness as written in The Helen Keller Act (as cited from <http://www.hknc.org/WhoWeServeDEFINITION.htm>). The term "individual who is deaf-blind" means any individual:

(i) who has a central visual acuity of 20/200 or less in the better eye with corrective lenses, or a field defect such that the peripheral diameter of visual field subtends an angular distance no greater than 20 degrees, or a progressive visual loss having a prognosis leading to one or both of these conditions; (ii) who has a chronic hearing impairment so severe that most speech cannot be understood with optimum amplification, or a progressive hearing loss having a prognosis leading to this condition; and (iii) for whom the combination of impairments described in clauses (i) and (ii) cause extreme difficulty in attaining independence in daily life activities, achieving psychosocial adjustment, or obtaining a vocation;

(ii) who despite the inability to be measured accurately for hearing and vision loss due to cognitive or behavioral constraints, or both, can be determined through functional and performance assessment to have severe hearing and visual disabilities that cause extreme difficulty in attaining independence in daily life activities, achieving psychosocial adjustment or obtaining vocational objectives.

d. The Division and Rehabilitation Case Management Professional

The Division may mean either DBS or DVR in implementation of the activities described.

The Professional indicates the rehabilitation case manager overseeing the case whether their title is DBS Human Service Program Consultant, DVR Counselor, Senior Counselor, or Consultant. When differentiation is needed, the Division name will be added (i.e. DBS Professional or DVR Professional)

C. Services to Individuals Being Served with Dual Cases:

This section provides administrative structure and rehabilitation processes necessary to initiate, review, and monitor services provided to eligible individuals with bilateral visual impairment and other disabilities being served by both divisions.

Flexibility is paramount in assigning responsibility to DBS or DVR in providing needed services and accommodations in the most effective and efficient manner.

1. Internal Resources

To assist DBS and DVR Professionals working with cases involving individuals with bilateral visual impairments and additional disabilities.

a. Supervisory Coordinators

	Division of Blind Services	Division of Vocational Rehabilitation
Coordinate dual cases considered DeafBlind	DBS Client Services Program Administrator	DVR HQ Deaf, Hard of Hearing, DeafBlind Services Unit
Coordinate dual cases not including hearing loss	DBS Assistant District Administrator	DVR Area Supervisor

Coordinators of DBS and DVR will work together to assist local DBS/DVR staff with regard to:

- Providing technical assistance and coordination of VR services to individuals eligible under both programs;
- Implementing joint initiatives and strategies to achieve outcomes, including joint training, as appropriate;
- Assisting in the resolution of difficult cases;
- Making recommendations as needed to field staff regarding services for such individuals; and
- If necessary, seeking administrative intervention and conflict resolution from the DBS Conflict Resolution Specialist and/or DVR Ombudsman (and with assistance with the DVR Program Administrator for Deaf, Hard of Hearing, DeafBlind Services Unit for DeafBlind cases).

b. Staff Training

DBS and DVR state level coordinators or local supervisors will identify, collaborate, and develop staff training opportunities related to individuals served under this MOA. Training can be provided either face-to-face or virtually. Involvement by both Divisions, when reasonable and appropriate, is highly desired.

2. Case Management and Case Process with Dual Cases

a. Shared Case Management and Joint Meeting Procedures

At any stage of a case where both Divisions are found to be or will be serving the same individual, DBS and DVR professionals will hold **an initial joint meeting within 30 days**. The professionals will then schedule routine (quarterly meetings) at this meeting with the ability to communicate and meet between as needed.

b. Communication between DBS and DVR Professionals

Communication between Divisions will occur as needed during day-to day case administration and through regularly scheduled meetings (at least quarterly) for cases requiring Division staff to review for progress, discussion of issues, and sharing copies of new records such as Individual Plan for Employment (IPE), IPE Amendments, evaluations, and progress reports.

- 1) After obtaining Release of Information and Waiver of Confidentiality forms, DVR and DBS professionals will meet to review the referral/application forms with medical history and severity of disability. From this information, professionals assess the need for multiple and complex services, and determine the appropriateness of both divisions providing services to the individual. The team shall determine (1) if there will be a dual case, (2) which division will lead, and (3) whether one division will be tasked with only consultation responsibilities. If it is decided that one division will take lead responsibility and the other will consult, the Division assuming lead responsibility agrees to maintain the case and provide the full range of IPE services to the eligible individual.
- 2) The unit supervisors shall be informed of the team's decision in the case and kept updated on contact between divisions.
- 3) When determining eligibility, the DVR and the DBS Professionals shall select appropriate codes to match the individual's relevant disabilities.
 - a) **For an individual with hearing loss and visual impairments**, DVR and DBS personnel shall review the impact and origination of the losses to select codes that appropriately designate the disabling conditions including use of the combined deaf-blind disability code. The individual should be coded similarly across divisions
 - b) DBS and DVR professionals working together on a dual case will discuss any changes in plan coordination and make the team aware of any situations that may lead to case closure by one division. When possible, professionals jointly conclude that one division is

proceeding with case closure to ensure all other services are properly coordinated for the individual.

c. Referrals

- 1) All individuals have a right to self-refer and apply for services from either or both divisions.
- 2) Referrals from DVR to DBS will always be reviewed starting with the type of visual loss. If it is a bilateral impairment where blindness appears to constitute substantial barriers to employment, referral to DBS is appropriate; if it is a one-eye pathology, no referral is made to DBS.
- 3) Referrals from DBS to DVR will be reviewed when considering a client with multiple disabilities, and/or a disability other than bilateral visual impairment.
 - a) When a DBS client has other disabilities that constitute substantial barriers to employment, and the barriers presented by the other disability exceed those of the visual impairment, a referral to DVR is appropriate.
 - b) If the barriers presented from the other disabilities do not exceed those presented by the bilateral visual impairment, the DBS professional may refer the case, however, if DVR resource limits would delay service delivery to the client, the DBS professional may continue with case services without a referral to DVR.
- 4) If possible, inclusion of both divisions begins at the time of referral. It is not always feasible at the time of referral to know about an individual's additional disabilities or to be able to have a meeting of all stakeholders within the federally-required timeframe for eligibility determination.

If the divisions cannot meet jointly, professionals from both divisions are expected to communicate progress of the case and arrange a staffing meeting as soon as possible.

When possible, the professionals will coordinate a joint meeting with the individual for referral at the initial meeting. In order to minimize the delay of services to the referral/applicant, the division first receiving the referral will be responsible for ensuring that all coordination, follow up and referral activity is handled. If an initial joint meeting is not possible, the two divisions will coordinate a joint meeting as soon as possible after the initial meetings.

- 5) When staff from either Division contact the other division for potential dual cases of individuals who are DeafBlind, DVR may provide interpreters in the first meeting when representatives from both agencies meet with the individual to determine how the representatives will coordinate the case.
 - a) When either division receives a referral/application regarding an individual indicating the presence of a bilateral visual impairment and additional disabilities, possibly requiring joint staffing with the other division, the referral will be brought to the attention of the unit supervisor: The division staff will hold the initial meeting with the individual and, discuss the beneficial reasons for a referral to the other division. The decision will be case noted.
 - b) If the individual agrees with a referral and signs a Release of Information and a Waiver of Confidentiality form, staff will share these forms with the unit supervisor.
 - c) The unit supervisor will contact their other division counterpart in the nearest office to discuss the individual's circumstances and proceed with the referral.
 - d) Staff in the other Division will contact the individual and act on the referral within the federal-mandated timeline.

If it is discovered that open cases exist in both divisions without a working relationship, the professional discovering this shall discuss the benefits of a joint case with the client and have the individual sign release of information and Waiver of Confidentiality forms, if the client agrees. The forms will be sent to the local supervisor. The supervisor will contact the supervisor in the nearest office of the other division. The supervisors of the respective divisions shall discuss the individual's circumstances, share consent forms, and notify the DBS and DVR professionals to meet. Both professionals and the individual will meet to determine how the divisions can best handle the case without duplicating services.

d. Initial Interview/Preliminary Assessment

Initial interviews will be conducted as quickly as possible. If Divisions are in contact for a potential dual case at time of interview, staff of both Divisions will discuss a joint interview, if appropriate. Both Divisions will ensure that appropriate accommodations are provided at all meetings.

e. Diagnostics/Evaluations

Assessments shall be conducted as needed to determine an individual's eligibility and whether the individual can benefit from DVR and/or DBS services. The joint team will discuss which division will be responsible for the coordination and payment of each diagnostic and assessment for each individual.

f. Extended Evaluations/Training

Evaluations for individuals with multiple disabilities may be more complicated. Identifying appropriate evaluators and evaluations can be challenging. Various assessments, including vocational, will be conducted, when necessary.

- 1) The assessments and training may be provided locally at either a local or non-local in-state facility or an out-of-state rehabilitation facility, such as the Helen Keller National Center in Sands Point, New York.
- 2) Both professionals will review these options with the individual. The individual's needs and informed choices will guide the decision of the most appropriate facility to provide these services.
- 3) The local team may seek further consultation and guidance from state coordinators before deciding on assessment and training locations.
- 4) If an out-of-state facility is chosen as the most appropriate facility for an individual with a dual case:

DVR and DBS Professionals will be required to complete any relevant prior approval process.

- 5) DVR and DBS will share the costs of sending the individual to an out-of-state facility, unless determined otherwise on a case-by-case basis.

g. Development of Separate and Shared IPEs

Separate IPEs are developed cooperatively with the individual by both DVR and DBS professionals.

- 1) Each division will list services for which it is responsible, including costs incurred. Involvement of the other division will be listed as needed on the IPE.
- 2) Each division will also maintain signed copies of both completed IPEs.

- 3) The professional from the other division will be invited to any of these meetings so that there is clear understanding of the status of the case: IPE Development, Annual reviews, Case reviews, and Amendments
- 4) If disagreements arise regarding the provision of services, local teams shall seek support through the steps listed on page 10 of this Agreement.

h. Job Placement and other Services

- 1) The DVR and DBS professionals will communicate on all job placement efforts. Documentation of efforts from in-house and contracted employment services will be shared with the other Division.
- 2) Determination about which division professional will provide follow-up to the individual, and for how long (e.g. 30, 60, 90, 180 days, etc.) and communicate results.
- 3) Upon the individual's completion of the requisites for successful employment, both divisions will be eligible to receive credit for a successful closure.

i. Case Closure and Re-opening

Professionals will communicate regarding any closure decisions as soon as possible, specifically in cases when an employment goal was not reached, so the other division can determine any relevant changes to the case.

j. Data sharing

DBS and DVR will comply with all Department of Education data sharing agreements for shared cases so that reporting contains accurate and up to date information. Processes and procedures will be designed as needed between the divisions and all related entities.

k. Social Security Reimbursements

When opening a case for an individual receiving Social Security Disability Insurance (SSDI) and/or Supplemental Security Income (SSI) where the ticket is assigned to the Division of Blind Services and the individual is also seeking services from the Division of Vocational Rehabilitation, or vice versa, the participating DVR and DBS Professionals shall work together to share the Individualized Plans for Employment to assist in preventing a duplication of services.

If an individual has earned wages to meet the Substantial Gainful Activity (SGA) level and the requirement to submit a claim for cost reimbursement, both divisions should submit a claim for reimbursement to the Social Security Administration.

I. Service Costs

Each division shall assume full responsibility for all service costs that it sponsors or provides, including accommodations provided to individuals to facilitate their participation in services through a particular division.

Certain situations may warrant cost sharing. These unique situations will be considered individually. Examples may include expenses for attending Helen Keller National Center for intensive evaluation or training. In these cases, the Divisions will clearly outline which expenses are being paid solely by one Division and which expenses will be split (such as 50/50).

D. Unique Considerations to Individuals who are Deaf-Blind:

1. Communication Access/Accommodations

DBS and DVR shall ensure accommodations (e.g., interpreter, assistive listening device, access to appropriate print/Braille, access to spoken/signed information) are provided to the individual who is deaf-blind for any appointments or services each is responsible for.

Upon receipt of a new referral to either Division, the Professional or designee will contact the person to ask about accommodations needed and complete an informal language assessment for recommendations for language specialist interpreters or for assistive listening devices.

Each division will independently honor requests for accommodation made by the individual and be responsible for such costs. If a particular accommodation is not available, DBS or DVR shall inform the individual and make every effort to reschedule the appointment or service.

Any accommodations provided or substituted shall be documented in case notes.

2. Additional Federal partners in DeafBlind Dual Cases

a. Helen Keller National Center

Helen Keller national center (HKNC) is the nation's leading organization. On evidence based supports for people who are DeafBlind in their search for more independence and empowerment. Clients of either Division may engage with HKNC for consultation, evaluations, training and direct service. In the case of

an individual identified with deaf-blindness, the lead division shall obtain a signed release of information and Waiver of Confidentiality, in order to work with the Florida HKNC representative during intake of the individual's eligibility for inclusion in its national registry. This will introduce the individual to HKNC. The individual and DBS and DVR Professionals will determine the extent of the relationship after the introduction. <https://hknc.org>

Cases are reviewed individually regarding the obligations of each Division with appropriate reviews and approvals. DBS and DVR should have the typical expectation that training expenses at HKNC will be split evenly while all other expenses will be determined case by case, where additional costs may be shared or handled by one division or the other.

b. Florida and Virgin Island (FAVI) Deaf-Blind Collaborative (FAVI-DBC)

The Florida and Virgin Island (FAVI) Deaf-Blind Collaborative is committed to promoting the full inclusion and participation of young people with deaf-blindness as active members of their communities. FAVI supports children and young adults with deaf-blindness through the end of school in the young people's transition. If a DeafBlind individual is working with FAVI, the professional shall obtain a signed release of information and Waiver of Confidentiality in order to work with the FAVI staff to share information and to secure any information relevant to assessment.

<https://deafblind.ufl.edu/welcome/>

E. Conflict Resolution between Divisions on Proper Case Processing:

On the rare occasions professionals disagree on the proper processing of a dual case on such topics as (1) whether to open, (2) whether to close, or (3) proper sharing of expenses, the case should follow these steps.

1. The local office, including supervisors, shall review this Memorandum of Agreement (MOA).
2. If the MOA does not clarify the situation, contact

	Division of Blind Services	Division of Vocational Rehabilitation
Supervisory Staff responsible to coordinate dual cases considered DeafBlind	DBS Client Services Program Administrator	DVR HQ Deaf, Hard of Hearing, DeafBlind Services Unit

	Division of Blind Services	Division of Vocational Rehabilitation
Supervisory Staff responsible to coordinate dual cases not including hearing loss	DBS Assistant District Administrator	DVR Area Supervisors

- If the disagreement remains unresolved at this level, the coordinators of both divisions will seek a joint meeting with the Field/Client Services Bureau Chiefs of both divisions for advice or guidance.

F. Conflict Resolution between an Individual and Either or Both Division(s):

When an individual perceives a difficulty with the case, the individual shall first attempt to resolve any disputes or concerns with either the DVR or DBS professional, and then the appropriate unit supervisor.

If the dispute concerns **an individual who is deaf-blind** and remains unresolved, professionals (including supervisors) contact DVR Deaf, Hard of Hearing, DeafBlind Services Unit and/or DBS Conflict Resolution Program Specialist for advice.

If the dispute concerns an individual with **a bilateral visual impairment and additional disability** and the dispute remains unresolved, the individual may contact the DVR Area Supervisor and/or DBS Assistant District Administrator for advice.

In the event a coordinator/contact person from only one division is contacted, the contacted staff member should consult with their colleague from the other division on the matter.

If the dispute or concern is not resolved, the individual may contact the DVR Ombudsman Office or the DBS Conflict Resolution Specialist, or externally: The Client Assistance Program (CAP) at Disability Rights Florida to assist with dispute(s) resolution.

Division	Contact information
Division of Blind Services: Conflict Resolution Specialist	800-342-1828 or conflictresolution@dbs.fldoe.org
Division of Vocational Rehabilitation: The VR Ombudsman	866-515-3692 or ombudsman@vr.fl.doe.org
The Client Assistance Program (CAP) at Disability Rights Florida	<u>1-800-342-0823</u> or visit their website at www.DisabilityRightsFlorida.org

Note: Copy of this Conflict Resolution can be found in **Appendix A** for distribution to individuals during Initial Intake

G. Amendments and Modifications:

This agreement may be amended or modified at any time by mutual agreement. No agent, employee, or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the Directors of each division.

H. Authority:

28 CFR 35
34 CFR 361, 363, 397
47 CFR 64.6203

I. Effective Date and Termination:

The effective date of this agreement shall be the date of last signature of the authorized representatives. Each party shall have the right to terminate this agreement, with or without cause, by either hand-delivering or mailing to the other party a written notice of termination by certified mail, return receipt requested, at least thirty (30) days prior to the effective date of said termination.

In Witness whereof the parties hereto have caused this agreement to be executed by their duly authorized officials:

SIGNATURES

/s/ Brent McNeal
Director

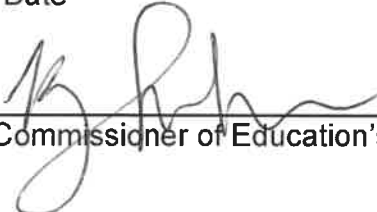
Robert L. Doyle III
Director

Brent McNeal
Print Name
Division of Vocational
Rehabilitation

Robert L. Doyle, III
Print Name
Division of Blind Services

2/23/2022
Date

04/05/2022
Date


Commissioner of Education's Signature

4/15/22
Date

Appendix A (Copy for the Client)

Conflict Resolution between an Individual and One or Both Division(s)

When an individual perceives a difficulty with the case, the individual shall first attempt to resolve any disputes or concerns with the DVR or DBS professional, and then the appropriate local supervisor.

If the dispute concerns an **individual who is DeafBlind** and the dispute has not been resolved, the individual may wish to contact either the DVR Deaf-Blind Specialist and/or DBS VR Program Consultant for advice. -

If the dispute concerns an **individual who has visual impairment and another disabling condition other than hearing** and the dispute has not been resolved, the individual may wish to contact either of the coordinators for advice. In the event that a coordinator/contact person from only one division is contacted, the contacted staff member may consult with the other division's colleague on the matter.

If the dispute or concern is not resolved, the individual may either contact the internal offices the DVR Ombudsman Office or the DBS Conflict Resolution Specialist, to assist in resolving dispute(s) or issue(s) or externally: The Client Assistance Program (CAP) at Disability Rights Florida.

Division of Blind Services (DBS): Conflict Resolution Specialist is the DBS staff person responsible for assisting with resolution of conflicts between the DBS Counselor and individual. The Advocate's contact information is: 1-800-342-1828 or conflictresolution@dbs.fl.doe.org.

Division of Vocational Rehabilitation (DVR): VR Ombudsman is the VR Unit responsible for assisting with resolution of conflicts between the DVR Counseling staff and client. Its contact information is: 1-866-515-3692 or ombudsman@vr.fl.doe.org. The VR Ombudsman may consult with the DVR Administrator of the Deaf, Hard of Hearing, and Deaf-Blind Services for relevant cases.

Client Assistance Program (CAP) and Disability Rights Florida is state-wide consumer rights advocacy programs. CAP is independent of all state agencies and provides services free of charge. For more information about CAP dial toll-free: 1-800-342-0823 or visit their website at www.DisabilityRightsFlorida.org.