

INTERAGENCY AGREEMENT

Introduction

1. The parties to this Interagency Agreement (hereinafter referred to as the "Agreement") are the Florida Department of Children and Families (hereinafter referred to as "DCF") and the Florida Coordinating Council for the Deaf and Hard of Hearing (hereinafter referred to as "FCCDHH").

2. DCF is a department of Florida state government pursuant to section 20.19, Florida Statutes. FCCDHH is a Florida state coordinating council created by section 413.271, Florida Statutes. Both parties acknowledge that DCF and FCCDHH are "agencies" as defined in section 20.03, Florida Statutes.

3. This Agreement becomes effective as of the date signed by both parties. This Agreement terminates upon termination or expiration of the Voluntary Resolution Agreement between DCF and Department of Health and Human Services, Office for Civil Rights, Region IV, effective January 26, 2010, herein after "Settlement Agreement", or on an earlier date as determined by DCF, upon written notice by DCF to FCCDHH.

Purpose of Agreement

4. This Agreement is entered into by both parties to assist DCF in complying with the terms of a Settlement Agreement negotiated between the Office of Civil Rights of the U.S. Department of Health and Human Services (hereinafter referred to as "OCR") and DCF. (attached).

5. The Settlement Agreement resolves specific issues addressed in complaints filed against DCF by DCF Customers or their Companions who are deaf or hard-of-hearing, as well as violations of Section 504, Title II, and regulations promulgated under those authorities, by DCF. The Settlement Agreement requires DCF to take measures designed to ensure that necessary auxiliary aids and services are provided to deaf and hard-of-hearing citizens who come into contact with DCF.

6. As part of the Settlement Agreement between OCR and DCF, DCF is required to convene an Advisory Committee composed of professionals from the nonprofit and government

sectors who work with or on behalf of deaf or hard-of-hearing persons in Florida to provide technical assistance to DCF in the development and implementation of the provisions of the Settlement Agreement. (See Section E.4 of attached Settlement Agreement).

Definitions

7. For purposes of this Agreement, the below terms are defined as follows:

A. The term "ADA/Section 504 Coordinators" shall mean individuals employed by DCF who are charged with implementing the terms of the Settlement Agreement between DCF and OCR, within DCF Administrative Offices and through DCF's network of Single-Point-of-Contacts within each DCF Direct Service Facility.

B. The term "Auxiliary Aids and Services" includes, but is not limited to, qualified sign language or oral interpreters, note takers, computer-assisted real time transcription services (CART), written materials, telephone handset amplifiers, assistive listening devices and systems, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, TTY/TDD, videotext displays, video interpreting services, or other effective methods of making aurally delivered materials available to individuals with hearing impairments.

C. The term "Companion" or "Companions" shall mean any individual who is deaf or hard-of-hearing and is one of the following: (a) a person whom the Customer indicates should communicate with DCF Personnel about the Customer, such as a person who participates in any treatment decision, a person who plays a role in communicating the Customer's needs, condition, history, or symptoms to DCF Personnel, or a person who helps the Customer act on the information, advice or instructions provided by DCF Personnel; (b) a person legally authorized to make healthcare or legal decisions on behalf of the Customer; or (c) such other person with whom the DCF Personnel would ordinarily and regularly communicate about the Customer.

D. The term "Customer" or "Customers" includes any individual who is seeking or receiving services from DCF.

E. The term "Independent Consultant" shall mean the individual DCF contracts with to assist DCF in complying with the terms of the Settlement Agreement between DCF and OCR. The Independent Consultant shall be responsible for coordinating the development, review and approval of the policies, plans, forms, self-assessments and reports required by the Settlement Agreement.

F. The term "Single-Point-of-Contact" shall mean any individual charged with implementing the terms of the Settlement Agreement between DCF and OCR within each DCF Direct Service Facility, and shall also mean any individual within each DCF Contract Agency charged with coordinating services to deaf and hard-of-hearing Customers and Companions.

Creation of Advisory Committee

8. Pursuant to DCF's written request of August 10, 2009, FCCDHH will form an advisory committee to act as the Advisory Committee required in Section E.4 of the Settlement Agreement between OCR and DCF.

9. The Advisory Committee created by FCCDHH shall be comprised of at least nine (9) professionals from the nonprofit and government sectors who work with or on behalf of the deaf and hard-of-hearing community. Advisory Committee members shall serve on a voluntary basis. Pursuant to Section M.4 of the Settlement Agreement between OCR and DCF, OCR must approve the list of potential Advisory Committee members before the Committee holds its first meeting. The Independent Consultant hired by DCF pursuant to Section E.1 of the Settlement Agreement will also participate in Advisory Committee meetings.

10. Within thirty (30) calendar days of OCR's approval of Advisory Committee members, the Advisory Committee shall commence its responsibilities under the Agreement by holding its first meeting. At this meeting, the Advisory Committee shall appoint a chair, establish dates and times for upcoming meetings, create agendas for upcoming meetings, and discuss other preliminary matters.

11. The Advisory Committee shall meet monthly for the first six (6) months and quarterly thereafter throughout the term of the Settlement Agreement between OCR and DCF. Meetings of the Advisory Committee shall take place in person or using telephone and/or video conferencing technology.

12. At least quarterly for the first twelve (12) months of this Agreement, Advisory Committee meetings shall be in person and open to the public. After the first twelve (12) months, meetings of the Advisory Committee shall be in person and open to the public on a bi-annual basis. All meetings of the Advisory Committee, whether in person or using telephone and/or video conferencing technology, shall be held in compliance with section 286.011, F.S., Florida's Government in the Sunshine Law.

Duties of the Advisory Committee

13. The Advisory Committee shall review and comment on draft versions of the following DCF products required by the Settlement Agreement between OCR and DCF:

- A. DCF Action Plan detailing the Department's strategy for accomplishing all actions and deliverables required by the Settlement Agreement. (See Section F of Settlement Agreement)
- B. Revised DCF Policies and Procedures for Serving Deaf and Hard-of-Hearing Persons. (See Section L.1 of Settlement Agreement)
- C. DCF Customer Grievance and Complaint Resolution Policy and Procedure. (See Section L.2 of Settlement Agreement)
- D. DCF Self-Assessment Plan. (See Section J.1 of Settlement Agreement)
- E. DCF Self-Assessment Survey Tool. (See Section J.1 of Settlement Agreement)
- F. DCF Advocate Survey Tool. (See Section J.3 of Settlement Agreement)
- G. DCF Customer Communication Template. (See Section G.7 of Settlement Agreement)
- H. DCF Customer Feedback Forms. (See Section G.11 of Settlement Agreement)
- I. DCF Training Plan and Training Materials. (See Section K of Settlement Agreement)

14. The Advisory Committee will provide advice to DCF's Independent Consultant, DCF's ADA/Section 504 Coordinators, DCF Single-Point-of-Contacts, and DCF policymakers on matters related to the Settlement Agreement between OCR and DCF during the implementation of that agreement.

15. The Advisory Committee may fulfill additional responsibilities as deemed necessary by DCF and/or the Independent Consultant.

Duties of DCF

16. DCF will reimburse FCCDHH for the expenses associated with convening meetings of the Advisory Committee, including travel reimbursement per the state's travel reimbursement policy, as provided in section 112.061, Florida Statutes. Examples of approved expenses are shown in items (a), (b) and (c) of the Memorandum dated October 20, 2009, attached hereto as Exhibit 1.

17. DCF shall assign DCF personnel to provide administrative support to the Advisory Committee, such as reserving meeting space, distributing meeting notices and materials, recording meeting minutes and other tasks as necessary.

18. DCF personnel may participate in Advisory Committee meetings as non-members.

Miscellaneous

19. The terms and conditions of this Agreement shall be construed consistent with the terms and conditions of the Settlement Agreement.

20. This agreement may not be assigned by either party. This agreement may not be modified or amended unless such modification is in writing and signed by both parties. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Interagency Agreement to be effective as of the date signed by both parties.

By: Barbara DeMunoz
Name: George H. Sheldon

Title: Secretary, DCF

Date: February 11, 2010

By: Joan Haber
Name: Joan Haber

Title: Chair, FCCDHH

Date: February 11, 2010

MEMO

FROM: Mary Grace Tavel
Program Assistant
Florida Coordinating Council for the Deaf and Hard of Hearing

TO: John Jackson
Senior Attorney
Department of Children and Families

DATE: October 20, 2009

RE: Estimated costs for Ad Hoc Committee for DCF

Pursuant to our conversation earlier in the week, the following are estimates and breakdowns for planning purposes for the newly formed Ad Hoc Committee. I've set out estimated cost scenarios for (a) advertising/noticing the meeting; (b) teleconferences and (c) face-to-face meetings, based on a nine-member committee and you and one staff member. When planning for a face-to-face meeting, depending on your wishes, the meeting may or may not be available telephonically, so those charges may or may not apply to those meetings. What follows is typical for FCCDHH meetings:

(a) Advertisement/Noticing the Meeting: We have a free meeting notice site at DOH where I advertise Council meetings, and our own council website is "free", but advertisement through the FAW is \$1.49/line. A typical meeting notice with FAW runs about 25 lines, so one notice would average \$37.25.

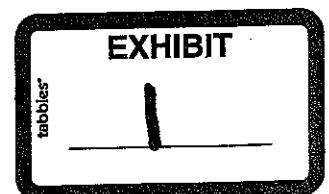
(b) Teleconferences:

(1) *Teleconference line:* Base Cost is \$0.035/minute times the number of callers; therefore, an hour-long call with 15 participants would cost \$31.50.

(2) *CART:* Your CART contract should include capability of on-site CART, remote/streaming CART, projection screen (if on-site), and delivery of transcript within 48 hours of the conclusion of the meeting.

(c) Face-to-Face Meetings:

(1) *Venue/meeting space:* This list is as inclusive as possible here, but not all elements will be required at every meeting. The meeting room can run up to \$500/day and the AV needs in addition can be as high as \$900/day. Sometimes the meeting room itself will be comped, but AV (everything except the room itself) is often subbed out to a separate contractor. They pretty much can charge what they want—oftentimes the hotel has a "you can't bring your own stuff" policy. I usually ignore that when it comes to



our "sound"—we contract with CODASound, and because the Council's needs are so specialized, it is doubtful anyone with an AV company can give us what we get from CODASound for the same or less money.

Therefore, the following list excludes amplification needs:

- a. Meeting room (U-shaped or roundtable setup for 11 people), \$500/day
- b. Water station (if hotel)
- c. Table for CART provider
- d. Guaranteed Internet capability for CART provider
- e. Projector and screen (Optional)
- f. Telephone (polycom) (Optional)
- g. Telephone line (outside) (Optional)
- h. Flip chart and easel (Optional)
- i. If hotel, sleeping rooms under \$100/night

- (2) *Travel*: For the upcoming Council meeting in Fort Lauderdale, which is a two-day meeting, the total estimated travel costs averaged out to \$538.32/traveler. This may be a little high, because it is Fort Lauderdale. Our DOH meeting guidelines promulgated in 2004 estimated \$400/traveler. Realistically, I would bump it to at least \$500/traveler. For instance, the Governor's Commission on Disabilities has a meeting coming up on November 9, which starts at 9:00 am and is scheduled to run until 5:00 pm. For anyone traveling from out of town, that means travel to Tallahassee on November 8 and travel home on November 10 (basically three days for a one-day meeting).
- (3) *CART*: You should be able to get CART for \$140/hour, plus prep time. Prep time typically includes travel for the CART provider, so they estimate what it will cost them to get to a meeting and charge accordingly. It is reasonable, and also includes studying the meeting materials beforehand and updating their dictionaries for that specific group.
- (4) *Interpreters*: You can get interpreters for between \$50--\$75/hour, plus prep time. Our current interpreter providers charge \$58.90/hour and waived prep time, but that is not typical.
- (5) *Sound/Amplification*: Depending on the participants, you may or may not need amplification. When FCCDHH committees meet in small groups, we don't use amplification. It all depends on the meeting facility, acoustics, etc.
- (6) *Telephone*: Telephone charges as stated above in (b)(1) would apply if you choose to make your meeting accessible telephonically.

EXAMPLE OF TYPICAL FCCDHH MEETING (2 days, 19 travelers, face-to-face, CART, interpreters, sound, SSP):

Notice	\$ 38
Travel	10,200
Hotel (AV only, room comped)	1,600
Sound	3,000
Interpreters (4 for 2 days)	3,500
<u>CART</u>	<u>2,000</u>
TOTAL	\$ 20,338

To find a qualified interpreter in Florida:
<http://www.fccdhh.org/find-an-interpreter>

To find a qualified CART provider in Florida:
http://www.fccdhh.org/cart_locator

CODASound:
<http://codasoundusa.com>
813.353.8151