



GOBIERNO DE PUERTO RICO

Departamento de Salud

MEMORANDUM OF UNDERSTANDING

Between

THE PUERTO RICO DEPARTMENT OF HEALTH
PART C EARLY INTERVENTION PROGRAM-AVANZANDO JUNTOS,

and

THE PUERTO RICO HEAD START/EARLY HEAD START PROGRAMS OF
PUERTO RICO

Relative to

REGARDING¹ THE STATUTORY AND REGULATORY PROVISIONS OF THE INDIVIDUALS WITH DISABILITIES EDUCATION ACT 2004 (IDEA) FOR INFANTS, TODDLERS, AND PRE-SCHOOL AGE CHILDREN WITH DISABILITIES, HEAD START ACT AS AMENDED 42 USC 9801 et. seq., AND HEAD START PROGRAMS' PERFORMANCE STANDARDS ACF Regulations 45 CFR 1301 et. seq.

FOR THE FIRST PARTY: The Puerto Rico Department of Health-Part C Early Intervention Program-Avanzando Juntos, hereafter **AJ**, represented by its Secretary Hon. CARLOS R. MELLADO LOPEZ, of legal age, married and resident of San Juan, Puerto Rico, under the authority OF Act No. 81 of March 14, 1912, as amended.

FOR THE SECOND PARTY: The PUERTO RICO DEPARTMENT OF FAMILY AFFAIRS represented in this act by the HON. CARMEN A. GONZÁLEZ MAGAZ, Secretary of the Department, of legal age, single and resident of San Juan, Puerto Rico, under the authority conferred by Act No. 171 of June 30, 1968, as amended, and the Reorganization Plan No. 1 of July 28, 1995, amended by virtue of Act No. 179 of August 1, 2003, and the ADMINISTRATION FOR CHILD CARE AND INTEGRATED DEVELOPMENT OF CHILDHOOD (ACUDEN), represented in this act by its ADMINISTRATOR, MR. ROBERTO CARLOS PAGÁN SANTIAGO, of legal age, married and resident of Lares, Puerto Rico, under the authority conferred by the Reorganization Plan No. 1 of July 28, 1995, amended by virtue of Act No. 179 of August 1, 2003, which creates ACUDEN as a component of the Department of the Family for the administration and development of the federal Head Start / Early Head Start and Child Care and Development Fund programs, established in Subchapters B (Head Start, Early Head Start) and C (Child Care and Development Block Grant Act) of Chapter 8 of Subtitle A of Title VI of Public Law 97-35 of August 13, 1981, as amended, codified at 42 USC 9801 et seq. and 42 USC 9858 et seq. respectively, whose allocations of funds to the Government of Puerto Rico are delegated to ACUDEN as Grantee and Lead State Agency respectively, by the Department of Health and Human Services of the Federal Government and the Head Start\Early Head Start Programs of Puerto Rico represented by the Head Start Association of Directors hereafter **PRHS/EHS**.

FOR THE THIRD PARTY: The Head Start Association of Directors of P.R., Inc., a non profit professional organization with registration number in the Department of Sate 44619, and represented in this act by its President, Susana Toledo Pagán, of legal age, married, and resident of Carolina, Puerto Rico.

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Head Start ACT as amended: 42 USC 9801 (2007)
Head Start Program Performance Standards: 45 CFR Chapter XIII (2016)
Individuals with Disabilities Education Improvement Act of 2004

PURPOSE AND SCOPE OF THIS AGREEMENT

The purpose of this MOU is to strengthen the cooperative services to children with disabilities, ages birth through three years old between all centers of **PRHS/EHS**, the **AJ**, and to serve as a model for developing local/regional interagency agreements. All references to Head Start throughout this MOU will include both grantees: Early Head Start and Head Start, as appropriate.

Federal and state initiatives encourage the development of a continuation of services to provide expanded less restrictive environment alternatives for young children with disabilities in Puerto Rico. Head Start has provided services for preschool children with disabilities as mandated by the Head Start Economic Opportunity Partnership Acts of 1974 (P.L. 93-644). Therefore, Head Start is an appropriate component for the continuation of services to this population. Collaboration will also facilitate the most effective utilization of available resources while minimizing duplicity of services.

The format of this agreement is designed to outline the role and responsibility of each of the participating agencies, within the identified areas needed in the delivery of services to infants and toddlers and preschool children with disabilities. This agreement applies to young children with disabilities ages birth through three years.

WHEREAS, **AJ** has the responsibility for providing services to infants/toddlers ages birth to 3 with disabilities; and

WHEREAS: **PRHS/EHS** has the responsibility for providing early learning services to young children with disabilities as mentioned at Head Start Program Performance Standards (45CFR-2016): 1302.14 (b) (1) “at least 10 percent of its total funded enrollment is filled by children eligible for services under IDEA,” and others stipulations at 1302.14 (a) (1); (b) (1) and (2). Also, at Subpart F 1302.60-1302.63 (HSPPS 45CFR-2016) are the Additional Services for Children with Disabilities including among others, services to parents of children with disabilities and the responsibility of **PRHS/EHS** to coordinate and establish collaboration with the local agency responsible for implementing IDEA.

WHEREAS: HSPPS 45CFR-2016 Child with disability is defined in the same manner as presented in the Head Start Act, 42 USC 9801 (20 U.S. Code § 1401):

(A) In general

“The term “child with a disability” means a child—

- (i) with intellectual disabilities, hearing impairments (including deafness), speech or language impairments, visual impairments (including blindness), serious emotional disturbance (referred to in this chapter as “emotional disturbance”), orthopedic impairments, autism, traumatic brain injury, other health impairments, or specific learning disabilities; and
- (ii) who, by reason thereof, needs special education and related services.

(B) Child aged 3 through 9 The term “child with a disability” for a child aged 3 through 9 (or any subset of that age range, including ages 3 through 5), may, at the discretion of the State and the local educational agency, include a child—

- (i) experiencing developmental delays, as defined by the State and as measured by appropriate diagnostic instruments and procedures, in 1 or more of the following areas: physical development; cognitive development; communication development; social or emotional development; or adaptive development; and
- (ii) who, by reason thereof, needs special education and related services.

WHEREAS, **AJ** and **PRHS/EHS** desire to establish a method for the delivery of services provided through IDEA Parts C and B to those young children with disabilities; and

WHEREAS, **AJ** and **PRHS/EHS** desire to clearly delineate those persons for whom each agency is responsible for the delivery of services, so that all citizens of Puerto Rico will be effectively served; and

NOW, THEREFORE, in consideration of the mutual covenants herein, **AJ** and **PRHS/EHS** hereby agree as follows:

I. General

A. Term

This agreement shall come into force on the execution date and shall continue in full force and effect until December 31, 2023, unless earlier terminated in accordance with its terms. This Agreement shall be reviewed and renewed every two years as both parties deem necessary. MOU may be dissolved prior to its termination date by any of the TWO PARTIES, through written notification to the OTHER PARTY, with a thirty (30) days previous notice from the intended dissolution date.

B. Interpretation

This MOU is in no way to be construed as limiting or diminishing the responsibilities of **AJ** and **PRHS/EHS** under state or federal law. In all instances, this Agreement is to be construed to comply with requirements of state and federal law.

C. Purpose

The purpose of this agreement shall be designated as follows:

TO ENSURE that collaboration exists between **AJ** and **PRHS/EHS** in implementing and maintaining a delivery system of special education and related services to all young children with disabilities who participate in Head Start and, Early Head Start programs of Puerto Rico; and

TO ENSURE that **AJ** and **PRHS/EHS** have procedures that meet the requirements of Head Start Performance Standards and Part C of the Individuals with Disabilities Education Act (IDEA) of 2004; and

TO ENSURE that this **MOU** defines agencies responsibilities and procedures for the resolution of interagency disputes, coordination of services, and in the provision of a free appropriate public education to students with disabilities: and

TO ENSURE that **AJ** and **PRHS/EHS** are aware of their responsibility for warrant effective implementation of procedural safeguards, and once informed, are provided technical assistance and training; and

TO ENSURE that **AJ** and **PRHS/EHS** have the responsibility to develop and implement a coordinated service system designed to improve results for young children with disabilities and their families, which includes, the use of strategies that promote service coordination, results accountability and case management, to facilitate program linkages, interagency and staff development, and coordination with other projects assisting young children with disabilities.

D. Authority

1. Individuals with Disabilities Education Act (IDEA or Act) Part C Regulations in 34 CFR Part 303 published in the Federal Register on September 28, 2011 and made effective on October 28, 2011 (Final Regulations).
2. Puerto Rico Public Law 51 of 1996, Integral Educational Services for Persons with Disabilities. 18 L.P.R.A §1353.
3. Head Start Performance Standards 45 CFR on Services to Children with Disabilities. Final Rule (45 CFR Part 1302) and Head Start Performance Standards (Subpart F 1302-61-1302.63.).
4. Americans with Disabilities Act (ADA).

5. Section 504 of the Rehabilitation Act of 1973.
6. Head Start Reauthorization Act of 1998.
7. Head Start Economic Opportunity Partnership Acts of 1974 (P.L. 93-644).
8. Improving Head Start for School Readiness Act 2007.

II. Provision of Services for Young Children with Disabilities

A. General

1. Puerto Rico Department of Health – Avanzando Juntos (AJ) Early Intervention Program.

AJ shall ensure that the program develops and implements an Individualized Family Service Plan (**IFSP**) for every eligible infant/toddler age birth to three. Implementation means to provide early intervention services, as identified on the IFSP, to all IDEA Part C eligible children.

2. Head Start/Early Head Start

Head Start/Early Head Start shall participate in the development and implementation of the Individualized Education Program (IEP) IEP/IFSP for each infant, toddler or preschool child with a disability who is enrolled in the **PRHS/EHS**. Implementation activities are those that support parents, teachers, and service providers in coordinating the services on the IEP/IFSP documents. **PRHS/EHS** does not provide **AJ** services.

3. Fiscal Responsibility

Special education services for children ages 3-5 are the primary responsibility of the Puerto Rico Department of Education as outlined in IDEA. Fiscal responsibilities for early intervention services for infants and toddlers, age birth to three, are outlined in the Fiscal Policies of **AJ**.

4. Reimbursement

There are currently no reimbursements made to local systems pursuant to this agreement. Should such payments become necessary, Puerto Rico Department of Health – Avanzando Juntos, and EHS/HS-Directors Association will collaborate to amend this agreement to define the terms and conditions under which such reimbursements would be made, responsibility for determination and verification of amounts, for communication with school system in regard to procedures, for monitoring and oversight, and for payment documentation and timelines.

B. Eligibility and Determination

1. Puerto Rico Department of Health – Avanzando Juntos - Part C Early Intervention Services

Eligibility to receive early intervention services in Puerto Rico is determined by Puerto Rico Department of Health – Avanzando Juntos - Part C Early Intervention Program through the evaluation and eligibility determination procedures noted in the *Policies and Procedures Guidelines* of the Part C Early Intervention Program. The Avanzando Juntos Program will ensure lead oversight of the Child Find Activities for infants/toddlers with disabilities ages birth to three as noted in the IDEA.

a. Referral and Evaluation

Evaluations for early intervention services will be conducted according to timeline requirements outlined in the **AJ policies and procedures**, which require that the evaluation and eligibility determination shall be completed within 45 calendar days from the receipt of the referral to **AJ**. The regional AJ program service coordinator with the family shall invite a **PRHS/EHS** representative to provide input on the evaluation team. A child care or family day care home provider shall be invited as applicable, according to Part C of the Statutory and

Regulatory Provisions of the Individuals with Disabilities Education Act 2004 (IDEA) for Infants, Toddlers, and Pre-school Age Children with Disabilities
b. Placement or Location of Delivery of Services

The Individualized Family Service Plan (IFSP) team will determine the location and frequency of services based on the needs of the child and family. This location may be varied and may include primary visits at the **PRHS/EHS**.

c. Development of the IFSP

The responsible **AJ** with the family or designee, through the IFSP Team, shall determine the appropriate early intervention and related services for eligible infants and toddlers with disabilities. The regional **AJ** program shall invite a representative from **PRHS/EHS**, the child care or family day care home, to participate in the IFSP Team for each infant/toddler with a disability who is enrolled in or who may be enrolled in a **PRHS/EHS** program.

The IFSP Team shall review all IFSP's at least every six months. In addition, the IFSP may be reviewed at other times including the Transition Plan and a representative of **PRHS/EHS** will be invited to attend.

A **PRHS/EHS** representative will be invited to a transition meeting to assist in developing a transition plan for a child who is currently enrolled in or may be enroll in after reaching age three.

d. Surrogate Parents

Surrogate Parents may be appointed based on the standards and policies provided in the Procedural Safeguards Policy of both IDEA - Part C and the AJ. A copy of these standards and policies will be shared with the **PRHS/EHS** and child care center or family day care home programs.

e. Procedural Safeguards

Implementation of the safeguards will be conducted by each participating agency (including the lead agency and early intervention service providers) in the statewide system that is involved in the provision of early intervention services.

f. Dispute Resolution


Written procedures for the timely administrative resolution of complaints through mediation, state complaint procedure, and due process hearing will be followed by the Early Intervention Avanzando Juntos program. Status of the child during the pendency of any proceeding involving a due process complaint, unless the lead agency and parents of an infant or toddler with a disability otherwise agree, shall be that the child must continue to receive the appropriate early intervention services in the setting identified in the IFSP that is consented to by the parents.



2. Puerto Rico Head Start

PRHS/EHS shall ensure that the following federal and state requirements are implemented:

a. Referral and Evaluation



PRHS/EHS shall work with **AJ** to establish and implement referral procedures that support and enhance the enrollment of potentially eligible young children with disabilities and their families. **PRHS/EHS** shall coordinate and/or collaborate with Child Find recruitment activities with **AJ**. Local **PRHS/EHS** programs shall review procedures to ensure that they include the necessary recruitment and enrollment activities for identification of eligible children with disabilities as mandated by the Head Start Performance Standards.

PRHS/EHS shall refer children with suspected disabilities to the State Education Agency (SEA) as soon as the need is evident for referral and

evaluation. **PRHS/EHS** will provide documentation of the child's academic, behavioral, and developmental progress. Documentation of appropriate instructions may include, but is not limited to work samples, behavior charts/logs, lesson plans, observation reports, speech, occupational therapy, physical therapy reports from private providers, medical consultations from the child's physician, and parent reports.

PRHS/EHS shall work cooperatively with **AJ**, the Local Education Agency (LEA) and other agencies to implement the assessment and evaluation process used in the identification, placement, development, and early intervention/special education service delivery for **PRHS/EHS** children with disabilities.

PRHS/EHS shall include screening and/or assessment information as data to be considered when **PRHS/EHS** is referring a child with suspect disability to **AJ** or a SEA, as appropriate.

Puerto Rico Head Start shall collaborate with **AJ** in the provision of early intervention/special education and related services for each infant, toddler or preschool child with a disability who is enrolled in or may be enrolled in a **PRHS/EHS** program as a service delivery option.

b. Placement Determination

PRHS/EHS shall participate with the team making eligibility decisions for young children with disabilities or suspected disabilities and engage in the development and implementation of the IFSP/IEP for each infant, toddler or preschool child with a disability who is currently enrolled in or may be enrolled in a **PRHS/EHS** program as a service delivery option.

c. Development of the IFSP/IEP

PRHS/EHS shall participate in the development and implementation of the IFSP for each infant, toddler or preschool child with a disability who is enrolled in or may be enrolled in a **PRHS/EHS** program as a service delivery option.

PRHS/EHS shall work cooperatively with the regional **AJ** to assist parents in acquisitions of necessary skills, which allow the support, development, and implementation of their child's IFSP.

PRHS/EHS shall encourage and support parental involvement in the early intervention or special education process, including follow-up activities to reinforce program activities at home.

PRHS/EHS shall consult with the regional **AJ** personnel regarding IFSP meetings for children in their program.

d. Procedural Safeguards / Parent's Rights

PRHS/EHS shall coordinate efforts with the **AJ** to provide an explanation and written notice of procedural safeguards under **AJ**, parental rights under IDEA and Head Start Performance Standards to parents.

PRHS/EHS shall consult with **AJ** personnel regarding the IFSP meetings for children in their program.

C. Technical Assistance

AJ, and **PRHS/EHS** agree to:

1. Provide training and technical assistance to **PRHS/EHS** grantees to facilitate the development and implementation of local agreements for services to children with disabilities, as requested.
2. Share training opportunities, resources and information on policies, procedures, and best practices in serving children with disabilities and their families.

3. Share training opportunities, resources and information on best practices in serving children with disabilities and their families.

III. Notice, Transfer of Records, and Procedural Safeguards

²**AJ** established or adopted the procedural safeguards that meet the requirements including the provisions on confidentiality in §303.401 through 303.417, parental consent and notice in §303.420 and 303.421, surrogate parents in §303.422 and dispute resolution procedures in §303.430.

PRHS/EHS shall inform regional Part C **AJ** of procedural safeguards, including all areas indicated under Head Start Performance Standards 2016 of 45 CFP.

PRHS/EHS shall keep all personally identifiable information on children with disabilities in a confidential manner according to federal and state regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended.

Information will be released to the regional **AJ** for a child who is enrolled or dually enrolled with **PRHS/EHS** and **AJ**. Parent(s)/legal guardian(s)/surrogate parent(s) shall sign an authorization to release information.

A. Collaboration

AJ and **PRHS/EHS** shall ensure that collaboration and cooperation exist in implementing and maintaining a seamless service delivery system for young children with disabilities, age birth to 3, and their families. This will be achieved through the development of collaborative relationships at the state and local levels that result in effective family-centered systems of services.

IV. REGIONAL INTERAGENCY AGREEMENTS

1. Regional interagency Agreements

AJ –and **PRHS/EHS** shall have interagency memorandums of understanding that are implemented at the regional level between the responsible regional **AJ** and the appropriate governing authorities of the regional **PRHS/EHS**.

2. Content of an interagency Agreement/Memorandum of Understanding

The Head Start Program Performance Standards on Services to Children With Disabilities, Subpart F 1302.63 of HSPPS 45CFR-2016 addresses Head Start's commitment to specific efforts to develop local memorandums of understanding between the regional Puerto Rico Department of Health – Avanzando Juntos and other agencies within a grantees service area. These local memorandums of understanding should address:

- Child Find
- Screening
- Referral procedures
- Individual Education Programs/Family Support Plans
- Placement Decision, including inclusive settings
- Transition
- Resource sharing
- Data collection/reporting
- Staff/parent training
- Transportation
- Contracting requirement

Regional Memorando of Understanding shall establish specific guidelines for dealing with release of information, including names of individuals within each agency responsible for transmission of information; identify responsibilities in delivery of services to young children; develop written agreements and guidelines

² IDEA Act.

regarding referrals and early intervention or preschool special education services, and guidelines for service provision in the event of a dispute between agencies involved in the Memorandum of Understanding.

3. Meetings

Regional Memorandum of Understanding also include a mechanism for establishing, at least annually, meetings with staff from community agencies that are part of the agreement including **PRHS/EHS**, and **AJ**. These annual meetings shall provide a tools for dialogue about agency policies and procedures; discuss sharing of agency personnel and services currently available and proposed; discuss criteria for crisis intervention; and generate minutes to be shared with agency representatives.

V. OTHER

A. Joint Professional Development

AJ and **PRHS/EHS** shall undertake joint professional development and in-service activities on statewide, regional, and local levels. State-level DOE and Region II Head Start and Region II Migrant and Seasonal Head Start personnel shall cooperate in the dissemination of the terms of this Agreement.

B. Statewide Data Sharing

AJ and **PRHS/EHS** shall share student data on students that have matriculated through Early Head Start/Head Start.

C. Compliance Review

Puerto Rico Department of Health (PRDOH), Early Intervention System shall conduct reviews of the delivery of early intervention services to infants/toddlers with disabilities through a focused monitoring process which will include input from local **PRHS/EHS** programs as appropriate.

When appropriate, and **PRHS/EHS** shall assist PRDOH in implementing corrective actions to address any deficiencies if any were identified in the review regarding the delivery of education and related services to young children with disabilities.

D. Dispute Resolution

Noncompliance with this agreement shall be reported to Puerto Rico Department of Health - Part C Early Intervention Program and /or to the Defender of the People with Disabilities, Puerto Rico Early Head Start / Head Start Programs for investigation and resolution. Local Head Start programs, regional Avanzando Juntos programs agree to confer in order to bring resolution to any dispute through mediation or other administrative or legal remedies.

E. Third Parties

This Agreement shall not be construed to create rights for any third parties.

F. Modifications

No modification of this MOU shall be binding upon the **PARTIES** hereto, unless the MOU is amended in writing, with said amendment being approved by all **PARTIES**.

G. Notice

Any notice to be made by either **PARTY** shall be sufficiently made if delivered in hand, or three (3) calendar days after posting, if sent by registered or certified mail, return receipt requested, to a party hereto. Communication must be send to the following address:

SECRETARY OF HEALTH:

Authorized Official: **Carlos Mellado Lopez**

Address: PO Box 70184 San Juan, PR 00936-0184

Telephone(s): 787-765-2929

E-Mail Address: cmellado@salud.pr.gov

PUERTO RICO DEPARTMENT OF FAMILY AFFAIRS:

Authorized Official: **Dr. Carmen Ana González Magaz**
Address: P.O. Box 11398, San Juan, Puerto Rico 00910-1398
Telephone(s): (787) 294-4900
E-Mail Address: c.gonzalezmagaz@familia.pr.gov

ADMINISTRATION FOR THE INTEGRAL CHILD CARE AND DEVELOPMENT:

Authorized Official: Roberto C. Pagán Santiago
Address: PO Box 15091 San Juan, PR 00902-5091
Telephone(s): (787) 724-7474
E-Mail Address: roberto.pagan@familia.pr.gov

THE HEAD START ASSOCIATION OF DIRECTORS OF P.R., INC.:

Authorized Official: Susana Toledo Pagan
Address: PO BOX # 8 Carolina, PR 00986-0008
Telephone(s): (787) 769-8585/(787)769-5840
E-Mail Address: stoledo@carolina.pr.gov

H. Definitions

For the purpose of this MOU, the following terms shall have the meanings designated below:

1. Assistive technology
 - a. Assistive technology device- Any 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 a child with a disability. This term does not include a medical device that is surgically implanted, or the replacement of that device.
 - b. Assistive technology service- Any service that directly assists a child with a disability in the selection, acquisition or use of an assistive technology device. The term includes:
 1. The evaluation of the needs of a child with a disability, including a functional evaluation of the child in the child's customary environment;
 2. Purchasing, leasing, and otherwise providing for the acquisition of assistive technology devices by children with disabilities;
 3. Selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing assistive technology devices;
 4. Coordinating and using other therapies, interventions, or services with assistive technology devices, such as those associated with existing education and rehabilitation plans and programs;
 5. Training or technical assistance for a child with a disability or, if appropriate, that child's family;
 6. Training or technical assistance for professionals (including individuals providing education or rehabilitation services), employers, or other individuals who provide services to, employ, or are otherwise substantially involved in the major life functions of that child.
2. Avanzando Juntos: The early intervention program in Puerto Rico for young children ages birth to three years old.
3. The Puerto Rico Department of Health (PRDOH): Programs include the single point of entry for public health and/or prevention-based programs and services for children birth to age five, and Avanzando Juntos.
4. Early Intervention Services: Developmental services provided to eligible children under Avanzando Juntos Program and are designed to meet the developmental needs of an infant or toddler with a disability and the needs of the family.
5. Individualized Education Program (IEP): A written statement of special education and related services to be provided for each student with a disability age three through 21, developed by IEP Placement Committee, which contains all required components as outlined in IDEA 2004 and Puerto Rico Special

Education Rules, and when appropriate, a statement of needed transition services.

6. Individualized Family Service Plan (IFSP): A written plan for providing early intervention services to a child eligible under this part and the child's family.
7. Least Restrictive Environment (LRE): This term means that to the maximum extent appropriate, students with disabilities in public or private institutions or other care facilities, are educated with students who are non-disabled; and special classes, separate schools or removal of students with disabilities from educational settings with nondisabled students occur only when the nature and severity of the disability is such that education in the regular education setting with the use of supplementary aids and services cannot be achieved satisfactorily.
8. Parent: A natural, adoptive, or foster parent of a child (unless foster parent is prohibited by State law from serving as a parent); a guardian (but not the State if the child is a ward of the state); an individual acting in place of a natural or adoptive parent (including a grandparent, stepparent, or other relative) with whom the child lives, or an individual who is legally responsible for the child's welfare ; or an individual assigned under section 615(b)(2) and 639(a)(5) to be a surrogate parent.
9. Related services: Transportation and such developmental, corrective, and other supportive services (including speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, social work services, school nurse services designed to enable a child with a disability to receive a free appropriate public education as described in the individualized education program of the child, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services, except that such medical services shall be for diagnostic and evaluation purpose only) as may be required to assist a child with a disability to benefit from special education, and includes the early identification and assessment of disabling conditions in children. Related services do not include a medical device that is surgically implanted, or the replacement of such device.
10. Special Education: Specially designed instruction provided at no cost to parents that meets the unique needs of a child with a disability. Special education includes instruction in the regular classroom, in the home, in hospitals, institutions and other settings: physical education; travel training; and vocational education.
11. Surrogate Parents: A person appointed for student for whom no parent can be identified or who is a ward of the state or whose parent's whereabouts cannot be discovered, after reasonable efforts by the local education agency. Such surrogate parent has no interest that conflicts with the interests of the student presented, has knowledge and skills that ensure adequate representation of the student, is not an employee of state educational agency, the local educational agency, or any other agency that is involved in the education or care of the child. In the case of a child who is a ward of the State, such surrogate may alternatively be appointed by the judge overseeing the child's care provided that the surrogate meets the requirements of this paragraph. In the case of an unaccompanied youth as defined in the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a (6)), the local educational agency shall appoint a surrogate in accordance with this paragraph. The State shall make reasonable efforts to ensure the assignment of a surrogate not more than 30 days after there is a determination by the agency that the child needs a surrogate.
12. Young Children with Disabilities: Children, age birth to five with disabilities, meeting eligibility criteria as defined in the Puerto Rico Special Education Rules (160-4-7.01), who are receiving early intervention through the Babies Can't Wait program or special education and related services through programs in local school systems and participate in Head Start and DECAL early educational programs.



- 13. LEA-Local Education Agency.
- 14. Preschool Transition Services - The transition of children from early intervention to preschool; or from preschool to school-age services.

Effective Date and Termination

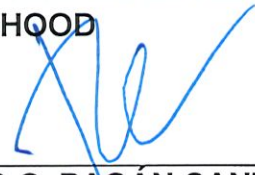
- A. This Agreement shall become effective on _____, 2022
- B. This Agreement may be amended at any time, upon mutual agreement of terms by both **PARTIES**, as evidenced in writing and signed by authorized representatives.
- C. This Agreement shall remain effective until December 31, 2023.

DEPARTAMENT OF HEALTH




CARLOS R. MELLADO LOPEZ
Secretary
SSP: 660-43-7470

**ADMINISTRATION FOR CHILD CARE
AND INTEGRATED DEVELOPMENT
OF CHILDHOOD**



ROBERTO C. PAGÁN SANTIAGO
Administrator
SSP: 660-43-3481(119)



CARMEN ANA GONZÁLEZ MAGÁZ
Secretary
Department of Family Affairs
SS: 660-70-7858

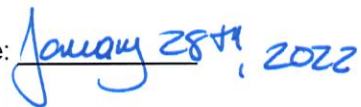


SUSANA TOLEDO PAGAN
President
The Head Start Association of Directors
of P.R., Inc
SS: 660-63-7369

CERTIFICATION

I, Amy D. Vega Ojeda, Esq., Director Legal Division of the Administration for Child Care and Integrated Development of Childhood, hereby certify that I have reviewed the MOU and that it complies with the format and mandatory clauses required by Law.

Signature:  _____

Date:  January 28th, 2022

CERTIFICATION

I, Carolina Guzmán-Tejada, Esq., Director of the Puerto Rico Family Department's Office of Legal Counsel, hereby certify that I have reviewed the MOU and that it complies with the format and mandatory clauses required by Law.

Signature:  _____

Date:  January 28th, 2022