

Statement of Work (SOW)
Wyoming Department of Health, Behavioral Health Division (Agency)
Services to be provided by Campbell County Children's Developmental Services
Region 13 (Subrecipient)
For services to be provided from July 1, 2021, or Effective Date, whichever is later, through
June 30, 2022

I. Background/Introduction

This Contract upholds the requirements set forth in Individuals with Disabilities Education Act (IDEA) Part B/619 and Part B/611. The Contract and funds provided are used as compensation for preschool, early childhood special educators, speech-language pathologists, occupational therapists, physical therapists, and preschool services for the provision of IDEA; professional social-emotional services including training and technical assistance to community partners, and training and technical assistance in early childhood social emotional development; implementation of evidence-based best practices, screening and evaluation of children ages three (3) through five (5) years; and other required activities to ensure each child is provided a Free Appropriate Public Education as required in IDEA.

II. Purpose

The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall provide preschool, special education, and related services to children ages three (3) through five (5) years with disabilities in accordance with IDEA, 20 U.S.C § 1400, et seq. and regulations 34 C.F.R. Part 300, to include Subpart G Authorization, Allotment, Use of Funds, and Authorization of Appropriations (Section 611 of Part B of IDEA), Subpart H Preschool Grants for Children with Disabilities (Section 619 of Part B of IDEA) and subsequent revisions, and Wyo. Stat. § 21-2-706. The funding for the Contract comes from the Preschool IDEA Part B/619 and Part B/611 budget funded by an inter-agency grant from the Wyoming Department of Education and state general funds.

III. Definitions

- A. **Timely Data Submission**: As defined by the Agency, a complete electronic submission of any and all documents required under IDEA that demonstrates a child is placed on an Individual Education Program (IEP) to receive services under Part B/619 of IDEA on or before December 1.
- B. **Designated Data Security Officer**: The person responsible for ensuring privacy and security of protected information.
- C. **Individual Service Plan**: A plan that describes the special education and related services the Subrecipient shall make available to a child in a private school setting including a home-school setting.
- D. **Generally Accepted Accounting Principles (GAAP)**: A framework of accounting standards, rules and procedures defined by the professional accounting industry.

- E. **Maintenance of Effort:** The requirement for the Agency to budget and spend at least the same amount of state funds for the education of children with disabilities from year-to-year.
- F. **Least Restrictive Environment (LRE):** Defined by IDEA as “To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled, and special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only when the nature or severity of the disability of a child is such that education in regular classes with the uses of supplementary aids and services cannot be achieved satisfactorily.”
- G. **Free and Appropriate Public Education (FAPE):** 34 C.F.R. Part 300 states: “A free and appropriate public education must be available to all children residing in the state between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school, as provided for in §300.530 (d).”
- H. **Annual Performance Report (APR):** IDEA requires each state to develop a State Performance Plan/Annual Performance Report (SPP/APR) that evaluates the state’s efforts to implement the requirements and purposes of the IDEA and describes how the state will improve its implementation. The SPP/APRs include indicators that measure child and family outcomes and other indicators that measures compliance with the requirements of the IDEA.

IV. Deliverables

TOTAL PAYMENT UNDER THE CONTRACT NOT TO EXCEED ONE MILLION, NINE HUNDRED NINETY-ONE THOUSAND, FOUR HUNDRED EIGHT DOLLARS AND FORTY CENTS (\$1,991,408.40).

| DELIVERABLE | TIMELINE | DOCUMENTATION |
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| A. Preschool, Special Education, and Related Services shall be provided. Subrecipient shall: | | |
| 1. Conduct a comprehensive evaluation to determine IDEA eligibility according to Wyoming Department of Education Chapter 7 Rules and determine all areas of suspected need. | Ongoing throughout Contract term | |
| 2. Provide services for eligible children ages three (3) through five (5) years in accordance with all applicable federal and state statutes, rules and regulations, and all subsequent revisions. Ensure services for all students are individualized in accordance with IDEA and address all areas of educational need. a. Ensure that goals are Specific, Measurable Attainable, Relevant, and Time-bound (SMART). | | |

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| <p>Goals shall be added to Agency prescribed data system. Monitor student progress toward IEP goals and report the progress to parents quarterly.</p> <p>b. Provide Summary Reports which shall include social/emotional provider agreements or contracts, and documentation of how the requirements to provide preschool and special education services to the child through IEP goals are met. Include information on how social/emotional training is provided to community providers in accordance with Wyo. Stat. § 21-2-706(d)(ii).</p> <p>c. Follow requirements of the Child Outcomes Process as prescribed by Agency including the timely submission of outcome data. Ensure staff administering the Battelle Developmental Inventory, Second Edition/Third Edition (BDI-II/III) have had the appropriate training, that administration of the BDI-II/III is according to publisher’s specifications, and that all applicable Child Outcomes information is completed within the Agency prescribed software system and the electronic scoring platform. This includes children transitioning to kindergarten.</p> <p>d. Utilize a nationally recognized curriculum within each preschool classroom that aligns with the Division of Early Childhood (DEC) recommended practices.</p> <p>e. Preschool hours offered must be sufficient to ensure the full continuum of environments in the consideration of LRE in order to provide FAPE. This includes being educated with non-disabled peers and accessing the general education curriculum to the greatest extent appropriate.</p> <p>f. Subrecipient shall send a list of children receiving Part B/619 services who will be eligible for kindergarten enrollment in accordance with W.S. § 21-4-302(b) to the appropriate school district and the Agency with appropriate parental consent and in accordance with the Family Educational Rights and Privacy Act.</p> <p>g. Upon receipt of list and upon request of the school district, Subrecipient shall work with the school district to the extent possible to collectively develop an appropriate, individualized kindergarten transition plan. Subrecipient shall implement the formalized transition plan to minimize disruption in Part B/619</p> | <p>Ongoing throughout Contract term</p> <p>Summary Report shall be submitted by October 31, 2021</p> | <p>All IEP documents and data present in Agency prescribed data system</p> <p>Summary Report as prescribed by the Agency submitted via email to: wdheiep.contractors-deliverables@wyo.gov</p> <p>Curriculum used documented in Summary Report template</p> <p>Documentation of team decision contained within IEP documents</p> |
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| <p>services before, during, and after transition. At the discretion of the current IEP team, representatives from the school district may attend IEP meetings for the time period the child receiving Part B/619 services becomes kindergarten eligible. Subrecipient shall encourage family participation and engagement throughout the transition process. Subrecipient shall work with school district staff to ensure that the student has an appropriate and well-developed IEP to be implemented on the first day of kindergarten.</p> <p>h. Ensure continuous IEP services are provided up to the first day of Kindergarten if required by the IEP. Extended School Year (ESY) services may be included when determined necessary for educational benefit by the IEP team.</p> | | |
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| B. Timely Data Submission. Subrecipient shall: | | |
| 1. Ensure all data and documents are updated accordingly. | Within three (3) business days of any completed activity related to child's file | Data and IEP documents updated in the Agency prescribed software system |
| 2. Subrecipient shall be available to review specific APR data at Agency's request. | Review of data shall occur annually | Data reports provided by Agency |

| DELIVERABLE | TIMELINE | DOCUMENTATION |
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| C. Professional Development and Staff Credential Requirements. Subrecipient shall: | | |
| 1. Ensure all staff have current licensure and certification. Licensure and certification expiration dates must be kept current on all staff within the Agency prescribed software system. | Ongoing throughout Contract term and provided within ten (10) business days as requested by Agency | Certification and licensure documents uploaded in the Agency prescribed software system |
| 2. Report on personnel (in full-time equivalency of assignment) employed to provide special education and related services for children with disabilities. | Within ten (10) business days of request from Agency | WDE 455 (Full Time Equivalent Personnel Report) submitted to Agency |
| 3. Demonstrate ongoing professional development opportunities are provided to preschool providers. | | Sign in sheets indicating attendance for Subrecipient sponsored trainings maintained onsite |

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| | | Summary of activities included in Summary Report |
| 4. Ensure Designated Data Security Officer has completed training on the Family Educational Rights and Privacy Act (FERPA) of 1974. | Training shall be completed by June 30, 2022 | Training certificate or documentation of training submitted to Agency |

| DELIVERABLE | TIMELINE | DOCUMENTATION |
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| D. Child Find Activities. Subrecipient shall: | | |
| 1. Implement an ongoing system to locate, identify, and evaluate all children ages three (3) through five (5) years of age residing within the Subrecipient’s regional service area who are in need of special education and related services in accordance with 34 C.F.R. Part 300. Ensure documentation of Child Find agreements with local school districts are maintained on site and available for review by Agency. | Ongoing throughout Contract term | Summary Report template provided by Agency |
| 2. Submit completed vision and hearing screening results for all children screened as part of Child Find and IDEA services. Ensure hearing and vision screening results are part of the Part B/619 evaluation process. | Results documented in the Early Hearing Detection and Intervention data system within ten (10) business days of screening and in initial or annual IEP, as applicable | Results of screening or medical documentation recorded in Early Hearing Detection and Intervention data system and in IEP |

| DELIVERABLE | TIMELINE | DOCUMENTATION |
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| E. Reports and Verifications. Subrecipient shall: | | |
| 1. Submit Name of Designated Data Security Officer. | Ongoing throughout Contract term | Included in Summary Report as prescribed by Agency |
| 2. Submit a Personnel Vacancy Report to the Agency. | | Template provided by Agency |

| DELIVERABLE | TIMELINE | DOCUMENTATION |
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| F. Financial Reports and Records Maintenance. Subrecipient shall: | | |
| 1. Maintain financial accounting records and documents for seven (7) years in accordance with GAAP and provide financial reports as requested by Agency. | Ongoing throughout Contract term | |

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| <p>2. Maintain detailed monthly accounting with supporting documentation for all Federal Part B/619 and 611 expenditures.</p> <p>a. If expenditures are for staff salaries, documentation shall include what activities or portion of staff time were dedicated to:</p> <p>i. Part B/619 and</p> <p>ii. Part B/611</p> | <p>Within ten (10) business days of request from Agency</p> | <p>Time and Effort logs or Part B certification form, as applicable</p> |
| <p>3. Submit to Agency all newly employed Part B/619 staff information so Agency may issue a Wyoming Integrated Statewide Education Record Identifier (WISER ID)</p> | <p>Within ten (10) business days of request from Agency</p> | <p>Include information required by Agency to issue WISER ID number</p> |
| <p>4. Maintain all educational records for seven (7) years following the child's exit from Part B.</p> | | <p>Paper and electronic educational records</p> |
| DELIVERABLE | TIMELINE | DOCUMENTATION |
| G. Proof of three percent (3%) match. Subrecipient shall: | | |
| <p>1. Demonstrate three percent (3%) match as required by Wyo. Stat. § 21-2-706</p> | <p>Ongoing throughout Contract term</p> | <p>Included in Summary Report</p> |

V. Changes to Statement of Work

The Subrecipient may submit a written request to the Agency if changes to the SOW are desired. The request shall include the changes being requested and the reason for the changes. The Agency shall review the request and any additional information the Agency may request regarding the changes and provide the Subrecipient with written notice of acceptance or denial of the request within thirty (30) days.

In the event it is determined by the Agency that a change to the SOW is required, a contract amendment shall be made to this Contract in accordance with Section 8.A. of this Contract.

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