

Pittsburg County, Oklahoma
COUNTY PURCHASING OFFICE
 Pittsburg County Court House
 McAlester, Oklahoma
 Phone: (918) 423-4934

INVITATION TO BID

PLEASE REVIEW TERMS AND CONDITIONS ON REVERSE SIDE RELATING TO SUBMISSION OF THIS BID.

Notarized Affidavit completions and signature required on reverse side.

DATE ISSUED **5-May-14**

PAGE 1 OF

BID NUMBER Bid # 26	BID CLOSING DATE AND HOUR May 19, 2014 @ 10:00AM	REQUIRED DELIVERY DATE Days after award of Purchase Order
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TERMS:	DATE OF DELIVERY:
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Item	Quantity	Unit of issue	DESCRIPTION	Unit Price	Total
			Pittsburg County Health Department wishes to advertise for the following: Pediatric Audiologist Services See attached specifications		

TERMS AND CONDITIONS

1. Sealed bids will be opened in the Commissioner's Conference Room, Pittsburg County Courthouse, McAlester, Oklahoma, at the time and date shown on the invitation to bid form.
2. Late bids will not be considered. Bids must be received in sealed envelopes (one to an envelope) with bid number and closing date written on the outside of the envelope.
3. Unit prices will be guaranteed correct by the bidder.
4. Firm prices will be F.O.B. destination.
5. Purchases by Pittsburg County, Oklahoma, are not subject to state or federal taxes.
6. This bid is submitted as a legal offer and any bid when accepted by the County constitutes a firm contract.
7. Oklahoma laws require each bidder submitting a bid to a county for goods or services to furnish a notarized sworn statement of non-collusion. A form is supplied below.
8. Bids will be firm until delivered.

(DATE)

AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath say that he (she) is the agent authorized by the bidder to submit the above bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity; quality or price in the prospective contract or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Subscribed and sworn before this _____ day
of _____ 20_____ (seal)

My commission expires _____ Signed by: _____ Firm: _____ Title: _____

(MANUAL SIGNATURE OF UNDERSIGNED)

NOTARY PUBLIC (CLERK OR JUDGE) Address: _____ Phone: _____

City: _____ State _____

Zip _____

NOTE: Other terms and conditions can be added at the discretion of the county officers.

RESOLUTION #195
To
Advertise

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, May 5, 2014.

WHEREAS, the Pittsburg County Health Department wishes to advertise for the following:

Pediatric Audiologist Services

A bid package containing complete specifications and an "Invitation to Bid" are available in the Pittsburg County Clerk's Office, 115 E. Carl Albert Pkwy, Room 103, McAlester, OK 74501 or on the county website at pittsburg.okcounties.org.

THEREFORE, each competitive bid submitted to the County must be accompanied with an affidavit for filing with the competitive bid form, as required by 61 O.S. § 138.

Sealed bids will be received and filed with the Pittsburg County Clerk and opened on Monday, May 19, 2014 at 10:00 a.m. in the conference room of the Board of County Commissioners, Pittsburg County Courthouse, 115 E. Carl Albert Pkwy, McAlester, Oklahoma. Copies of the sealed bids will be given to the Administrator of the Pittsburg County Health Department. Bids will be reviewed by the Administrator and an employee of the Oklahoma Department of Health. Bid will be awarded to the lowest or best bidder. The Board of County Commissioners, Pittsburg County, reserves the right to reject all bids and re-advertise.

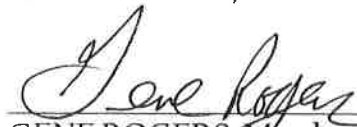
BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA



KEVIN SMITH, Chairman



TRENT MYERS, Vice-Chairman



GENE ROGERS, Member



ATTEST:



HOPE TRAMMELL, County Clerk



Dear Audiologist,

The Oklahoma State Department of Health and the Pittsburg County Health Department have received approval to enter into a lease agreement through a memorandum of understanding (MOU) with a private entity to provide pediatric audiology services at the Pittsburg County Health Department utilizing the equipped audiology booth at the county health department and state owned equipment.

These entities are looking for an audiologist/audiology practice to perform screening and diagnostic evaluations of hearing disorders and make recommendations for individual case management for children birth to 12 years for at least two (2) days a week with a minimum of eight (8) days a month. **Priority shall be given to children within the early intervention age range of birth to 3 years.**

Hearing screening (AABR and OAE) can/will be completed by trained county health department providers to allow the selected audiology contractor to perform audiological diagnostic testing and follow-up services for infants and children, which are the two primary functions needed to provide "stop-gap services."

You are receiving this notification as preference will be given to local licensed audiologists within 100-mile radius from the county location, if available, who are skilled in the area of pediatric audiology and have the ability to build relationships with local providers which will enhance continuity of care.

If you are interested in this collaborative effort, please send a resume or curriculum vitae to the following by:

PITTSBURG COUNTY CLERK

115 E. Carl Albert Parkway

Room 103

McAlester, Oklahoma 74501

Additional documentation regarding the agreement is available upon request.

**AUDIOLOGY SPACE AND EQUIPMENT
MEMORANDUM OF AGREEMENT**

THIS AGREEMENT is made and entered into by and between the **PITTSBURG COUNTY HEALTH DEPARTMENT** (hereinafter referred to as PCHD) located at 1400 East College Avenue, McAlester, Oklahoma and _____ (hereinafter referred to as "THE AUDIOLOGY CONTRACTOR") located at _____. For the purpose of this agreement, the **Newborn Hearing Screening Program** (hereinafter referred to as NHSP) at the **Oklahoma State Department of Health** (hereinafter referred to as "OSDH") located at 1000 N.E. 10th Street, Room 709, Oklahoma City, Oklahoma, is made part of this agreement as owner of audiology equipment and monitor of monthly tracking reports.

WITNESSETH:

WHEREAS the PCHD own audiology office space and OSDH NHSP provides audiology equipment;

AND, WHEREAS THE AUDIOLOGY CONTRACTOR wishes to lease audiology office space and equipment;

NOW, the PCHD; OSDH NHSP, and THE AUDIOLOGY CONTRACTOR hereby agree as follows:

I. AUDIOLOGICAL OFFICE SPACE AND EQUIPMENT

Subject to the terms and conditions of this lease agreement, the PCHD as well as OSDH NHSP agrees to lease to THE AUDIOLOGY CONTRACTOR, and THE AUDIOLOGY CONTRACTOR agrees to lease from the PCHD, the audiology office space and equipment described in Attachment 1 (Equipment Verification List).

NOTE: A complete list of requirements and opportunities for each entity is described in Attachment 2 (Requirements and Opportunities). The language of this Agreement shall be binding over any conflict in language that may be found in any Attachment hereto.

- A. THE AUDIOLOGY CONTRACTOR shall use the audiology space solely to perform audiology procedures for THE AUDIOLOGY CONTRACTOR's patients. Its use shall be in a careful and proper manner and shall comply with and conform to all applicable laws and regulations, the State of Oklahoma Newborn Hearing Screening Act, and to instructions and procedures furnished or prescribed by OSDH NHSP. Except when necessary to avoid damage to the equipment, such as in the case of fire or to comply with any applicable law or regulation, it shall not be moved by THE AUDIOLOGY CONTRACTOR during the term hereof, other than for reasons relating to Force Majeure or Acts of God such as unforeseen natural disasters/events, i.e., tornados, hurricanes,

strong winds, etc.

- 1) Audiological equipment must only be used at county health departments. In cases where equipment needs to be transferred from one county health department to another county health department, an 83B Transfer Slip must be completed and sent to the OSDH via the OSDH NHSP. This will assist in OSDH Inventory of Audiological equipment. A copy of the OSDH 83B form along with instructions is available in Attachment 3 (OSDH 83B Transfer Slip).

B. THE AUDIOLOGY CONTRACTOR will provide all clinical services, both screening and diagnostic, at the currently available and equipped audiology booths for the required amount of time each month. The following time allotments are contingent on patient referrals available at each site.

- 1) **Pittsburg County Health Department (PCHD)** – two (2) day a week with a minimum of eight (8) days a month

If less than four (4) patients are available for a scheduled date, services may be rescheduled by THE AUDIOLOGY CONTRACTOR. Adjustments may also be made by THE AUDIOLOGY CONTRACTOR regarding weekly service delivery, such as additional days of services, if pre-approved by the County Administrator.

** Note: When selecting THE AUDIOLOGY CONTRACTOR, preference will be given to local providers, if available, who are skilled in the area of pediatric audiology and have a relationship with local providers which will enhance continuity of care.

- C. The OSDH NHSP will ensure current audiology booths and equipment is available at the PCHD indicated in this document. This includes purchasing new audiology equipment as needed to ensure the audiology booth is equipped to meet testing needs or portable equipment is made available when applicable.
- D. During routine hospital trainings, the OSDH NHSP will update Oklahoma birthing hospitals in the Southeastern Oklahoma region regarding the availability of pediatric audiology services at the county health department locations.
- E. The PCHD will promote the availability of pediatric audiology services to community partners as those services are unavailable in those areas otherwise and the alternative would be that families must travel to larger metropolitan areas for care.
- F. The PCHD will ensure that audiology booths are kept within functional order (ex. Not being used for storage, trash is removed, etc.)
- G. The PCHD will provide access to basic office equipment such as copy machines and telephones. If the use of a state computer is needed, THE AUDIOLOGY CONTRACTOR may work with the PCHD or OSDH NHSP to make arrangements.

- H. The PCHD will provide access to the waiting area for families along with basic Administrative support to greet families and assist them prior to their appointment.

2. MAINTENANCE

- A. THE AUDIOLOGY CONTRACTOR liability for maintenance shall be limited to the cost of parts and labor required to keep the diagnostic and amplification audiology equipment in good working condition and operating in accordance with the published specifications of the manufacturer. An audiologist is the only provider qualified to complete diagnostic and amplification services for infants and children. The AUDIOLOGY CONTRACTOR will be able to seek reimbursement of services through insurance and/or other means that will assist in maintenance costs. Maintenance includes:
 - a. Annual calibration for diagnostic equipment at each location (Biologic Nav Pro, GSI 16/61 Audiometer, TympStar, Veri-fit)
 - b. Software updates for diagnostic and amplification equipment as needed
- B. The OSDH NHSP will be responsible for the cost of hearing screening equipment (AABR, OAE, tympanometers) that may be used by trained county health department providers and THE AUDIOLOGY CONTRACTOR performing audiological screening. This includes supplies and annual calibration.
- C. THE AUDIOLOGY CONTRACTOR shall not permit anyone to perform service or repair on the audiology equipment without the prior consent of OSDH.
- D. THE AUDIOLOGY CONTRACTOR shall provide written notification of completed annual calibration of diagnostic and amplification audiology equipment to the OSDH.

3. PERSONNEL

Only audiologists licensed in the State of Oklahoma shall be permitted to operate the diagnostic and amplification audiology equipment. The PCHD is merely supplying the space and equipment. THE AUDIOLOGY CONTRACTOR is not an employee of the state or county and has full responsibility for its patients during audiology services. **THE AUDIOLOGY CONTRACTOR has or will purchase all necessary liability insurance, workers compensation, and Malpractice insurance required by the state and provide such copy to the PCHD and OSDH NHSP upon request.**

4. CHARGES TO THE AUDIOLOGY CONTRACTOR

- A. Due to the limited number of days of audiological services required in this contract, the rental fees will be applied in the form of annual calibration for all diagnostic equipment. In the event the number of service days increase significantly and the annual calibration

costs do not cover the monetary cost of leasing the space and equipment, the parties agree to re-evaluate and implement a new method for the payment of the fair market value of the rental.

B. Adequate controls are built into this agreement under the MAINTAINENCE category.

5. BILLING OF PATIENTS

A. THE AUDIOLOGY CONTRACTOR will be responsible for billing patients and insurance companies directly for reimbursement of services and durable medical equipment. **Priority shall be given to children receiving Medicaid services.**

B. THE AUDIOLOGY CONTRACTOR must utilize a sliding scale fee for families with no or limited insurance to ensure access to pediatric audiology services. The sliding scale fee should be in alignment with that utilized by the county health departments.

a. The OSDH NHSP will provide documentation regarding previously used sliding fee scales for audiology services. A copy of the OSDH Child Guidance Fee Schedule is available in Attachment 4 (OSDH Child Guidance Fee Schedule effective 4-01-2012 rvsd.pdf).

i. A sliding scale exception will be made for durable medical equipment (such as hearing aids and assistive listening devices) and ear molds.

b. The OSDH NHSP will provide documentation regarding current and/or previous statistics on hearing loss in the eastern portion of the state (hospital refers, risk factors, diagnosis, etc.) to provide additional information regarding the needed services in the surrounding areas. A copy of the previous statistics in the areas of Hearing Follow-up for Eastern Oklahoma is available in Attachment 5 (Eastern Oklahoma Hearing Follow-up Needs).

C. THE AUDIOLOGY CONTRACTOR may evaluate, procure, and maintain hearing aids from Oklahoma hearing aid assistance programs or various insurance companies as compatible with the program's insurance policies.

6. TERM

The term of this agreement shall begin March 1, 2014 and end February 28, 2015 and be renewed in one-year additional periods if agreed to by all parties.

7. USE

A. THE AUDIOLOGY CONTRACTOR will perform screening and diagnostic evaluations of hearing disorders and make recommendations for individual case management for children birth to 12 years. **Priority shall be given to children within the early intervention age range of birth to 3 years.**

a. Hearing screening (AABR and OAE) can be completed by trained county health department providers to allow THE AUDIOLOGY CONTRACTOR to perform audiological diagnostic testing and follow-up services, which are the two primary

- functions needed to provide “stop-gap services.”
- b. The AUDIOLOGY CONTRACTOR must have experience in infant diagnostic auditory brainstem response testing.
 - i. The Newborn Hearing Screening Program tracking system can be queried to identify a provider’s experience in infant diagnostic auditory brainstem response testing as such testing is to be reported by state mandate.

 - B. The Oklahoma Audiology Taskforce (OKAT) is dedicated to establishing the gold standard of hearing healthcare for the early detection, diagnosis, and treatment of childhood hearing loss through implementation of newborn hearing screening, family-centered support and outreach education. Therefore, at least one representative from THE AUDIOLOGY CONTRACTOR will actively participate in the OKAT and related subcommittees.
 - a. This includes participating in at least three of four quarterly OKAT meetings that are available at the Oklahoma State Department of Health with videoconferencing at Tulsa City County Health Department and other locations as requested. Phone capabilities are also available for THE AUDIOLOGY CONTRACTOR to participate if unable to attend in person at the various locations. Meetings are held the last Friday in January, April, July, and October of each year.
 - b. It is also strongly suggested that at least one representative of THE AUDIOLOGY CONTRACTOR participates in at least one subcommittee. Subcommittees meet ten times a year via phone/web conferencing. Dates are made available to all OKAT members via distribution emails.

 - C. THE AUDIOLOGY CONTRACTOR will follow the *Oklahoma Protocol for Infant Audiology Diagnostic Assessment* and the *Oklahoma Protocol for Pediatric Amplification* created by the Newborn Hearing Screening Program (OSDH NHSP) and the Oklahoma Audiology Taskforce (OKAT) in compliance with national standards for best-practice.
 - a. The OSDH NHSP will continue to provide statewide best-practice guidelines in conjunction with the Oklahoma Audiology Taskforce in accordance to national standards. If modifications are created, updates will be sent to THE AUDIOLOGY CONTRACTOR. A Copy of the Oklahoma Protocols for Infant Diagnostic Assessment and the Oklahoma Protocols for Pediatric Amplification is available in Attachment 6 (Oklahoma Diagnostics and Amplification Protocols- Revised 2011).

 - D. THE AUDIOLOGY CONTRACTOR will evaluate and/or procure Medicaid hearing aids and assure their maintenance. THE AUDIOLOGY CONTRACTOR may also evaluate and/or procure hearing aids through other insurance companies as applicable and assure their maintenance. This is to include the fitting of ear molds, providing follow-up services (such as monitoring the individual’s degree of hearing loss over time to make needed adjustments utilizing real-ear verification), and conducting individual hearing aid

orientation/counseling to families of children with hearing loss concerning the use, care and limitations of amplification. An audiologist is the only provider qualified to complete such services for infants and children.

- E. THE AUDIOLOGY CONTRACTOR will document services rendered as well as a list of all children diagnosed with hearing loss at each location. This includes:
- a. Prepare and maintain documentation on individual clients at each location. The AUDIOLOGY CONTRACTOR will collaborate with the local County Administrator to determine where documentation will be maintained. This includes a secure file cabinet at the county location or the AUDIOLOGY CONTRACTOR's office.
 - b. Send all state mandated results to OSDH NHSP for children birth to three years within 1 week from date of service. This includes either a written report by the AUDIOLOGY CONTRACTOR or results entered on the statewide Hearing Results Form. A Copy of the Newborn Hearing Screening Reporting Form revised in 2011 along with instructions is available in Attachment 7 (Newborn Hearing Screening Reporting Form).
 - c. Partner with the local SoonerStart Early Intervention teams to submit OSDH NHSP quarterly tracking forms for children identified with hearing loss. This data will assist the OSDH NHSP in annual reporting to the Center for Disease Control and Prevention highlighting Oklahoma's progress in meeting the national goals of hearing screening by one month of age, diagnostic audiologic evaluation by three months of age, and enrollment in appropriate early intervention services by six months of age.
 - i. The OSDH NHSP will provide a template for quarterly tracking forms for children identified with hearing loss. A copy of the quarterly SoonerStart tracking forms is available in Attachment 8 (SoonerStart Tracking Form).
 - ii. Submit a monthly summary of aggregate data on children receiving audiological services at each location to determine the ongoing need for pediatric audiology at these locations.
 - iii. The OSDH NHSP will provide a template for monthly summary reports of those children for any audiological services at each site. The OSDH NHSP will also monitor monthly reports to determine the ongoing need for pediatric audiology in communities served. A template for monthly summary reports with an example is available in Attachment 9 (Monthly Summary Report template).

8. ALTERATIONS

THE AUDIOLOGY CONTRACTOR shall not, without the prior written consent of the PCHD, make any alterations or improvements to the space or equipment. All alterations and improvements of whatsoever kind or nature made to the equipment or space shall belong to and become the property of the PCHD upon the expiration of this agreement.

9. INDEMNITY

A. The PCHD shall indemnify THE AUDIOLOGY CONTRACTOR against and shall hold

THE AUDIOLOGY CONTRACTOR harmless against any and all claims, costs, damages, liabilities and liens arising out of personal injury or property damage caused by defects in the equipment or by the negligence of the PCHD or its agents.

B. THE AUDIOLOGY CONTRACTOR shall indemnify the PCHD against and hold the PCHD harmless from any and all other claims, costs, damages, liabilities and liens imposed or incurred by or asserted against the PCHD or its successors or assigns arising out of the lease, or the use of the equipment by THE AUDIOLOGY CONTRACTOR (including without limitation attorney's fees incurred on account of the foregoing). The PCHD shall give THE AUDIOLOGY CONTRACTOR prompt written notice of the occurrence of any matter hereby indemnified against and agrees that upon such written notice, THE AUDIOLOGY CONTRACTOR shall assume full responsibility for the defense of such matter. This section shall survive termination of this agreement.

10. LOSSES AND DAMAGE

THE AUDIOLOGY CONTRACTOR hereby assumes and shall bear the entire risk of loss of or damage to the equipment or space from any and every cause during the lease term, not including ordinary wear and tear resulting from proper care and use of the equipment or space. **THE AUDIOLOGY CONTRACTOR has or will purchase all necessary property damage insurance required by the respective state and provide such copy to the PCHD upon request.** If the PCHD itself provides the repairs, the measure of said loss or damage shall be PCHD's for "time and materials" incurred for said repairs payable by **THE AUDIOLOGY CONTRACTOR to PCHD.** No loss or damage to the equipment or space or any part thereof shall impair any obligation of THE AUDIOLOGY CONTRACTOR under this agreement, except that if said loss or damage is the result of negligent or intentional acts of omissions by the PCHD or its agents, the obligation to pay rent shall abate to the extent that the equipment or space is rendered unusable as a result of said loss or damage. In the event that maintenance is required or damage is incurred to the equipment, THE AUDIOLOGY CONTRACTOR shall promptly provide notice of such occurrence to the PCHD.

11. DEFAULT

Should THE AUDIOLOGY CONTRACTOR:

A. Fail to make timely payment of annual calibration for diagnostic audiology equipment; or

B. Fail to perform any of its obligations under this lease agreement; or

C. Commit an act of bankruptcy or become the subject of any proceeding under the Bankruptcy Act, or become insolvent, or if any substantial part of THE AUDIOLOGY CONTRACTOR's property should become subject to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency;

Then in such event termination of this lease agreement may be exercised by the PCHD who may enter the premises and disable the equipment, and/or restrict access to the equipment or space, and/or take possession of the equipment and remove it from the premises. and/or pursue any other remedy that the PCHD may have in law or equity, and none of said actions shall relieve THE AUDIOLOGY CONTRACTOR of any obligation or liability THE AUDIOLOGY CONTRACTOR would otherwise have under this lease agreement. If payment of annual calibration for diagnostic audiology equipment by THE AUDIOLOGY CONTRACTOR is past due one month from the calibration date, THE AUDIOLOGY CONTRACTOR shall cease use of equipment as it will be out of compliance with the published specifications of the manufacturer to ensure accurate screening and testing results. THE AUDIOLOGY CONTRACTOR is responsible for any and all court costs, attorney's fees, and collection fees incurred by the PCHD in regard to this lease agreement.

12. SUPPLIES

THE AUDIOLOGY CONTRACTOR shall provide all supplies necessary for testing patients such as ear couplers, electrodes, probe tips as well as durable medical equipment related to hearing aids, ear molds, and other related devices.

13. SURRENDER

Upon the expiration or earlier termination of this agreement, THE AUDIOLOGY CONTRACTOR shall return the space and equipment to the PCHD in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted. See Attachment 1 (Equipment Verification List).

14. FORCE MAJEURE

If the PCHD or THE AUDIOLOGY CONTRACTOR's ability to perform its obligations hereunder is limited, or prevented in whole or in part by any reason whatsoever not reasonably within the control of such party (including without limitation, Act of God, war, invasion, act of foreign enemy, hostilities [whether war be declared or not], strikes and/or industrial dispute, delay on the part of its supplier, or by any law, regulation, order or other action by any public authority, transportation delays) then such party shall be excused, discharged and released from performance of any of its obligations hereunder to the extent such performance is so limited, delayed or prevented.

15. NOTICES

Service of all notices under this agreement shall be sufficient if given personally or mailed to the party involved at its respective address set forth herein, or at such address as such party may provide in writing from time to time. Service of all notices under this agreement shall be done by Certified Mail.

16. APPLICABLE LAW

This lease shall be deemed to have been entered into, and shall be interpreted and the rights, duties and liabilities of the parties determined in accordance with the laws of, the State of Oklahoma. THE AUDIOLOGY CONTRACTOR consents to the exclusive jurisdiction of any court of competent jurisdiction in the State of Oklahoma in resolving disputes arising under this agreement.

17. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the PCHD, OSDH NHSP and THE AUDIOLOGY CONTRACTOR and supersedes all proposals or prior agreements, oral or written, and all other communications, oral or written between the parties. This agreement shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

18. ASSIGNMENT

THE AUDIOLOGY CONTRACTOR may not assign, by operation of law or otherwise, this agreement or any interest herein without the PCHD's prior written consent. The space and equipment is, and shall at all times be and remain, the sole and exclusive property of the PCHD, and OSDH NHSP as applicable, and THE AUDIOLOGY CONTRACTOR shall have no right, title or interest therein or thereto except as expressly set forth in this agreement.

19. LIMITED WARRANTY

No other warranties or representations, express or implied, have been made by the PCHD. The limited warranty stated in this paragraph is in lieu of any and all other warranties. The PCHD does not warrant that the equipment is merchantable or is it for any particular purpose. In no event shall the PCHD be liable for consequential damages, lost profits, lost sales, injury to person or damage to property, or any other consequential damages or losses.

20. PERMITS

The PCHD covenants to promptly report, file, pay and indemnify and hold THE AUDIOLOGY CONTRACTOR harmless with respect to any and all taxes, as hereinafter defined. The term "taxes" as used herein shall mean all taxes as a result of the PCHD ownership of the space. THE AUDIOLOGY CONTRACTOR covenants to acquire any and all permits and licensing that may be required by local or state agencies.

21. VERIFICATION LIST

A Verification List shall be prepared by OSDH NHSP and submitted to the PCHD and attached as Attachment 1 (Equipment Verification List). The PCHD shall document on the Verification List the condition of certain features of the equipment, and the presence in or on the equipment of accessories and manuals. THE AUDIOLOGY CONTRACTOR agrees to review the Verification List immediately upon taking possession of the equipment. THE AUDIOLOGY CONTRACTOR shall then duly note discrepancies, if any, between the

listed items and the equipment. THE AUDIOLOGY CONTRACTOR shall, within 48 hours of receipt of equipment, return the completed, executed Verification List to the PCHD. Failure to return the Verification List within the stated time will constitute acceptance of the Verification List as documented by the PCHD. THE AUDIOLOGY CONTRACTOR is fully responsible for surrendering the equipment and space at the end of the Lease with all items on the Verification List present and in the same condition. At the end of the lease THE AUDIOLOGY CONTRACTOR is responsible for leaving the space and equipment in a state of cleanliness adequate for clinical use. If this is not done, THE AUDIOLOGY CONTRACTOR will be invoiced in the amount of \$500.00 as a clean-up fee payable within thirty days of receipt.

22. AUTHORIZATION

The execution of the lease agreement is fully authorized by each party. No party is under any legal disability and the person(s) signing below have appropriate authority to bind their respective parties by execution of this lease agreement on their behalf. The parties have read and understand this lease agreement, and all parties have been represented by legal counsel who have reviewed and explained the legal effect of this agreement.

PCHD: **PITTSBURG COUNTY HEALTH DEPARTMENT**

BY: _____

TITLE: _____

DATED: _____

THE AUDIOLOGY CONTRACTOR: _____

BY: _____

TITLE: _____

DATED: _____

OSDH NHSP: **OKLAHOMA STATE DEPARTMENT OF HEALTH**
(Newborn Hearing Screening Program)

BY: _____

TITLE: _____

DATED: _____

Attachment 1: Equipment Verification List

Audiology Equipment - Southeast Region Booths

Pittsburg County			
EQUIP	MODEL	ODH	SN
Screening Equipment			
aud	119	840879	11B1186
OAE	GSI-60	972554	971052
OAE	GSI-70	20031097	20030382
tymp	GSI-38v	20011039	20010918
OAE	AudioScree	20130072	GS0047074
AABR	EchoScreen	20130103	250995
Diagnostic Equipment			
aud/D	GSI-61	981185	981466
tympD	Tympstar	20010957	20010686
aud	VRA	20090598	101039D
au/ty	Earscan	921044	12662
BAER	Nav Pro	TBD	TBD
Device will be delivered once contract complete			

All of the above items are property of the Oklahoma State Department of Health and shall not be removed, consumed, or discarded without written and applicable authorization.

Upon expiration or termination of this agreement, it is expected that a good faith effort will be made by THE AUDIOLOGY CONTRACTOR to leave the audiology clinic with comparable audiology instruments, supplies, and materials as originally stocked by OSDH.

A. Requirements of THE AUDIOLOGY CONTRACTOR include:

1. THE AUDIOLOGY CONTRACTOR shall use the audiology space solely to perform audiology procedures for THE AUDIOLOGY CONTRACTOR's patients. Its use shall be in a careful and proper manner and shall comply with and conform to all applicable laws and regulations, the State of Oklahoma Newborn Hearing Screening Act, and to instructions and procedures furnished or prescribed by OSDH NHSP. Except when necessary to avoid damage to the equipment, such as in the case of fire or to comply with any applicable law or regulation, it shall not be moved by THE AUDIOLOGY CONTRACTOR during the term hereof, other than for reasons relating to Force Majeure or Acts of God such as unforeseen natural disasters/events, i.e., tornados, hurricanes, strong winds, etc.
 - 1) Audiological equipment must only be used at county health departments. In cases where equipment needs to be transferred from one county health department to another county health department, an 83B Transfer Slip must be completed and sent to the OSDH via the OSDH NHSP. This will assist in OSDH Inventory of Audiological equipment. A copy of the OSDH 83B form along with instructions is available in Attachment 3 (OSDH 83B Transfer Slip).
2. THE AUDIOLOGY CONTRACTOR liability for maintenance shall be limited to the cost of parts and labor required to keep the diagnostic and amplification audiology equipment in good working condition and operating in accordance with the published specifications of the manufacturer. An audiologist is the only provider qualified to complete diagnostic and amplification services for infants and children. The AUDIOLOGY CONTRACTOR will be able to seek reimbursement of services through insurance and/or other means that will assist in maintenance costs. Maintenance includes:
 - 1) Annual calibration for diagnostic equipment at each location (Biologic Nav Pro. GSI 16/61 Audiometer, TymStar, Veri-fit)
 - 2) Software updates for diagnostic and amplification equipment as needed
3. THE AUDIOLOGY CONTRACTOR shall not permit anyone to perform service or repair on the audiology equipment without the prior consent of OSDH.
4. THE AUDIOLOGY CONTRACTOR shall provide written notification of completed annual calibration of diagnostic and amplification audiology equipment to the OSDH.
5. Only audiologists licensed in the State of Oklahoma shall be permitted to operate the diagnostic and amplification audiology equipment. The PCHD is merely supplying the space and equipment. THE AUDIOLOGY CONTRACTOR has full responsibility for its patients during audiology services. **THE AUDIOLOGY CONTRACTOR has or will purchase all necessary liability insurance required by the state and provide such copy to the PCHD, and OSDH NHSP upon request.**
6. THE AUDIOLOGY CONTRACTOR will provide all clinical services, both screening and diagnostic, at the currently available and equipped audiology booths for the required amount of time each month. The following time allotments are contingent on patient referrals available at each site.

- 1) **Pittsburg County Health Department (PCHD)** – two (2) day a week with a minimum of eight (8) days a month

If less than four (4) patients are available for a scheduled date, services may be rescheduled by THE AUDIOLOGY CONTRACTOR. Adjustments may also be made by THE AUDIOLOGY CONTRACTOR regarding weekly service delivery, such as additional days of services, if pre-approved by the County Administrator.

** Note: When selecting THE AUDIOLOGY CONTRACTOR, preference will be given to local providers, if available, who are skilled in the area of pediatric audiology.

7. THE AUDIOLOGY CONTRACTOR will be responsible for billing patients and insurance companies directly for reimbursement of services and durable medical equipment. **Priority shall be given to children receiving Medicaid services.**
8. THE AUDIOLOGY CONTRACTOR must utilize a sliding scale fee for families with no or limited insurance to ensure access to pediatric audiology services. The sliding scale fee should be in alignment with that utilized by the county health departments.
 - 1) The OSDH NHSP will provide documentation regarding previously used sliding fee scales for audiology services. A copy of the OSDH Child Guidance Fee Schedule is available in Attachment 4 (OSDH Child Guidance Fee Schedule effective 4-01-2012 rvsd.pdf).
 - a. A sliding scale exception will be made for durable medical equipment (such as hearing aids and assistive listening devices) and ear molds
 - 2) The OSDH NHSP will provide documentation regarding current and/or previous statistics on hearing loss in the eastern portion of the state (hospital refers, risk factors, diagnosis, etc.) to provide additional information regarding the needed services in the surrounding areas. A copy of the latest statistics in the areas of Hearing Follow-up for Eastern Oklahoma is available in Attachment 5 (Eastern Oklahoma Hearing Follow-up Needs).
9. THE AUDIOLOGY CONTRACTOR may evaluate, procure, and maintain hearing aids from Oklahoma hearing aid assistance programs or various insurance companies as compatible with the program's insurance policies.
10. THE AUDIOLOGY CONTRACTOR will perform screening and diagnostic evaluations of hearing disorders and make recommendations for individual case management for children birth to 12 years. **Priority shall be given to children within the early intervention age range of birth to 3 years.**
 - a. Hearing screening (AABR and OAE) can be completed by trained county health department providers to allow THE AUDIOLOGY CONTRACTOR to perform audiological diagnostic testing and follow-up services, which are the two primary functions needed to provide "stop-gap services."
 - b. The AUDIOLOGY CONTRACTOR must have experience in infant diagnostic auditory brainstem response testing.
 - i. The Newborn Hearing Screening Program tracking system can be

queried to identify a provider's experience in infant diagnostic auditory brainstem response testing as such testing is to be reported by state mandate.

- 3) The Oklahoma Audiology Taskforce (OKAT) is dedicated to establishing the gold standard of hearing healthcare for the early detection, diagnosis, and treatment of childhood hearing loss through implementation of newborn hearing screening, family-centered support and outreach education. Therefore, at least one representative from THE AUDIOLOGY CONTRACTOR will actively participate in the OKAT and related subcommittees.
 - 1) This includes participating in at least three of four quarterly OKAT meetings that are available at Oklahoma State Department of Health with videoconferencing at Tulsa City County Health Department and other locations as requested. Phone capabilities are also available for THE AUDIOLOGY CONTRACTOR to participate if unable to attend in person at the various locations. Meetings are held the last Friday in January, April, July, and October of each year.
 - 2) It is also strongly suggested that at least one representative of THE AUDIOLOGY CONTRACTOR participates in at least one subcommittee. Subcommittees meet twelve times a year via phone/web conferencing. Dates are made available to all OKAT members via distribution emails.
- 4) THE AUDIOLOGY CONTRACTOR will follow the *Oklahoma Protocol for Infant Audiology Diagnostic Assessment* and the *Oklahoma Protocol for Pediatric Amplification* created by the Newborn Hearing Screening Program (OSDH NHSP) and the Oklahoma Audiology Taskforce (OKAT) in compliance with national standards for best-practice.
 - 1) The OSDH NHSP will continue to provide statewide best-practice guidelines in conjunction with the Oklahoma Audiology Taskforce in accordance to national standards. If modifications are created, updates will be sent to THE AUDIOLOGY CONTRACTOR. A Copy of the Oklahoma Protocols for Infant Diagnostic Assessment and the Oklahoma Protocols for Pediatric Amplification is available in Attachment 6 (Oklahoma Diagnostics and Amplification Protocols- Revised 2011).
- 5) THE AUDIOLOGY CONTRACTOR will evaluate and/or procure Medicaid hearing aids and assure their maintenance. THE AUDIOLOGY CONTRACTOR may also evaluate and/or procure hearing aids through other insurance companies as applicable and assure their maintenance. This is to include the fitting of ear molds, providing follow-up services (such as monitoring the individual's degree of hearing loss over time to make needed adjustments utilizing real-ear verification), and conducting individual hearing aid orientation/counseling to families of children with hearing loss concerning the use, care and limitations of amplification. An audiologist is the only provider qualified to complete such services for infants and children.
- 6) THE AUDIOLOGY CONTRACTOR will document services rendered as well as a list of all children diagnosed with hearing loss at each location. This includes:

- 1) Prepare and maintain documentation on individual clients at each location. The AUDIOLOGY CONTRACTOR will collaborate with the local County Administrator to determine where documentation will be maintained. This includes a secure file cabinet at the county location or the AUDIOLOGY CONTRACTOR's office.
- 2) Send all state mandated results to OSDH NHSP for children birth to three years within 1 week from date of service. This includes either a written report by the AUDIOLOGY CONTRACTOR or results entered on the statewide Hearing Results Form. A Copy of the Newborn Hearing Screening Reporting Form revised in 2011 along with instructions is available in Attachment 7 (Newborn Hearing Screening Reporting Form).
- 3) Partner with the local SoonerStart Early Intervention teams to submit OSDH NHSP quarterly tracking forms for children identified with hearing loss. This data will assist the OSDH NHSP in annual reporting to the Center for Disease Control and Prevention highlighting Oklahoma's progress in meeting the national goals of hearing screening by one month of age, diagnostic audiologic evaluation by three months of age, and enrollment in appropriate early intervention services by six months of age.
 - a. The OSDH NHSP will provide a template for quarterly tracking forms for children identified with hearing loss. A copy of the quarterly SoonerStart tracking forms is available in Attachment 8 (SoonerStart Tracking Form).
- 4) Submit a monthly summary of aggregate data on children receiving audiological services at each location to determine the ongoing need for pediatric audiology at these locations.
 - a. The OSDH NHSP will provide a template for monthly summary reports of those children for any audiological services at each site. The OSDH NHSP will also monitor monthly reports to determine the ongoing need for pediatric audiology in communities served. A template for monthly summary reports with an example is available in Attachment 9 (Monthly Summary Report template).
- 7) THE AUDIOLOGY CONTRACTOR shall not, without the prior written consent of the PCHD, make any alterations or improvements to the space or equipment. All alterations and improvements of whatsoever kind or nature made to the equipment or space shall belong to and become the property of the PCHD upon the expiration of this agreement.
- 8) THE AUDIOLOGY CONTRACTOR shall indemnify the PCHD against and hold the PCHD harmless from any and all other claims, costs, damages, liabilities and liens imposed or incurred by or asserted against the PCHD or its successors or assigns arising out of the lease, or the use of the equipment by THE AUDIOLOGY CONTRACTOR (including without limitation attorney's fees incurred on account of the foregoing). The PCHD shall give THE AUDIOLOGY CONTRACTOR prompt written notice of the occurrence of any matter hereby indemnified against and agrees that upon such written notice, THE AUDIOLOGY CONTRACTOR shall assume full responsibility for the defense of such matter. This section shall survive termination of this agreement.

9) THE AUDIOLOGY CONTRACTOR hereby assumes and shall bear the entire risk of loss of or damage to the equipment or space from any and every cause during the lease term, not including ordinary wear and tear resulting from proper care and use of the equipment or space. **THE AUDIOLOGY CONTRACTOR has or will purchase all necessary property damage insurance required by the respective state and provide such copy to the PCHD upon request.** If the PCHD itself provides the repairs, the measure of said loss or damage shall be PCHD's for "time and materials" incurred for said repairs payable by **THE AUDIOLOGY CONTRACTOR to PCHD.** No loss or damage to the equipment or space or any part thereof shall impair any obligation of THE AUDIOLOGY CONTRACTOR under this agreement, except that if said loss or damage is the result of negligent or intentional acts of omissions by the PCHD or its agents, the obligation to pay rent shall abate to the extent that the equipment or space is rendered unusable as a result of said loss or damage. In the event that maintenance is required or damage is incurred to the equipment, THE AUDIOLOGY CONTRACTOR shall promptly provide notice of such occurrence to the PCHD.

10) Should THE AUDIOLOGY CONTRACTOR:

- A. Fail to make timely payment of annual calibration for diagnostic audiology equipment; or
- B. Fail to perform any of its obligations under this lease agreement; or
- C. Commit an act of bankruptcy or become the subject of any proceeding under the Bankruptcy Act, or become insolvent, or if any substantial part of THE AUDIOLOGY CONTRACTOR's property should become subject to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency;

Then in such event termination of this lease agreement may be exercised by the PCHD to enter the premises and disable the equipment, and/or restrict access to the equipment or space, and/or take possession of the equipment and remove it from the premises, and/or pursue any other remedy that the PCHD may have in law or equity, and none of said actions shall relieve THE AUDIOLOGY CONTRACTOR of any obligation or liability THE AUDIOLOGY CONTRACTOR would otherwise have under this lease agreement. If payment of annual calibration for diagnostic audiology equipment by THE AUDIOLOGY CONTRACTOR is past due one month from the calibration date, THE AUDIOLOGY CONTRACTOR shall cease use of equipment as it will be out of compliance with the published specifications of the manufacturer to ensure accurate screening and testing results. THE AUDIOLOGY CONTRACTOR is responsible for any and all court costs, attorney's fees, and collection fees incurred by the PCHD in regard to this lease agreement.

11) THE AUDIOLOGY CONTRACTOR shall provide all supplies necessary for testing patients such as ear couplers, electrodes, probe tips as well as durable medical equipment related to hearing aids, ear molds, and other related devices.

- 12) Upon the expiration or earlier termination of this agreement. THE AUDIOLOGY CONTRACTOR shall return the space and equipment to the PCHD in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted. See Attachment 1 (Equipment Verification List).
- 13) If the PCHD or THE AUDIOLOGY CONTRACTOR's ability to perform its obligations hereunder is limited, or prevented in whole or in part by any reason whatsoever not reasonably within the control of such party (including without limitation, Act of God, war, invasion, act of foreign enemy, hostilities [whether war be declared or not], strikes and/or industrial dispute, delay on the part of its supplier, or by any law, regulation, order or other action by any public authority, transportation delays) then such party shall be excused, discharged and released from performance of any of its obligations hereunder to the extent such performance is so limited, delayed or prevented.
- 14) This lease shall be deemed to have been entered into, and shall be interpreted and the rights, duties and liabilities of the parties determined in accordance with the laws of the State of Oklahoma. THE AUDIOLOGY CONTRACTOR consents to the exclusive jurisdiction of any court of competent jurisdiction in the State of Oklahoma in resolving disputes arising under this agreement.
- 15) THE AUDIOLOGY CONTRACTOR may not assign, by operation of law or otherwise, this agreement or any interest herein without the PCHD's prior written consent. The space and equipment is, and shall at all times be and remain, the sole and exclusive property of the PCHD and OSDH NHSP as applicable, and THE AUDIOLOGY CONTRACTOR shall have no right, title or interest therein or thereto except as expressly set forth in this agreement.
- 16) The PCHD covenants to promptly report, file, pay and indemnify and hold THE AUDIOLOGY CONTRACTOR harmless with respect to any and all taxes, as hereinafter defined. The term "taxes" as used herein shall mean all taxes as a result of the PCHD ownership of the space. THE AUDIOLOGY CONTRACTOR covenants to acquire any and all permits and licensing that may be required by local or state agencies.
- 17) A Verification List shall be prepared by OSDH NHSP and submitted to the PCHD and attached as Attachment 1 (Equipment Verification List). The PCHD shall document on the Verification List the condition of certain features of the equipment, and the presence in or on the equipment of accessories and manuals. THE AUDIOLOGY CONTRACTOR agrees to review the Verification List immediately upon taking possession of the equipment. THE AUDIOLOGY CONTRACTOR shall then duly note discrepancies, if any, between the listed items and the equipment. THE AUDIOLOGY CONTRACTOR shall, within 48 hours of receipt of equipment, return the completed, executed Verification List to the PCHD. Failure to return the Verification List within the stated time will constitute acceptance of the Verification List as documented by the PCHD. THE AUDIOLOGY CONTRACTOR is fully

responsible for surrendering the equipment and space at the end of the Lease with all items on the Verification List present and in the same condition. At the end of the lease THE AUDIOLOGY CONTRACTOR is responsible for leaving the space and equipment in a state of cleanliness adequate for clinical use. If this is not done, THE AUDIOLOGY CONTRACTOR will be invoiced in the as a clean-up fee payable within thirty days of receipt.

B. Additional opportunities for THE AUDIOLOGY CONTRACTOR for Audiology Services may include:

1. THE AUDIOLOGY CONTRACTOR may collaborate with local County Administrators to complete hearing screenings at other county health department locations. (Ex. Providing hearing screenings at Pontotoc County Health Department).
2. THE AUDIOLOGY CONTRACTOR may evaluate, procure, and maintain hearing aids from Oklahoma hearing aid assistance programs or various insurance companies as compatible with the program's insurance policies.
3. THE AUDIOLOGY CONTRACTOR may serve as a consultant to other members of health department staff and the staff of other agencies in surrounding counties by offering related services in the screening and management of hearing disorders. This may include participating in SoonerStart team meetings for individual clients.
4. THE AUDIOLOGY CONTRACTOR may provide screening for Central Auditory Processing Disorder and make needed referrals to audiologists specializing in treatment of this disorder.
5. THE AUDIOLOGY CONTRACTOR may work with County Administrators regarding services for individuals older than 12 years. This may include the Senior Citizens Hearing Aid Project or vocational rehabilitation if there are no available services in the community.

Duties of the Oklahoma State Department of Health - Newborn Hearing Screening Program (OSDH NHSP) for Audiology Services include:

1. The OSDH NHSP will ensure the current audiology booth and equipment is available at the PCHD indicated in this document. This includes purchasing new audiology equipment as needed to ensure each booth is equipped to meet testing needs or portable equipment is made available when applicable.
2. The OSDH NHSP will be responsible for the cost of hearing screening equipment (AABR, OAE, tympanometers) that may be used by trained county health department providers and THE AUDIOLOGY CONTRACTOR performing audiological screening. This includes supplies and annual calibration.
3. A Verification List shall be prepared by OSDH NHSP and submitted to the PCHD and attached as Attachment I (Equipment Verification List). The PCHD shall document on the Verification List the condition of certain features of the equipment, and the presence in or on the equipment of accessories and manuals. THE AUDIOLOGY CONTRACTOR agrees to review the Verification List immediately upon taking possession of the equipment. THE AUDIOLOGY CONTRACTOR shall then duly note discrepancies, if any, between the listed items and the equipment. THE AUDIOLOGY CONTRACTOR shall, within 48 hours of receipt of equipment, return the completed, executed Verification List to the PCHD. Failure to return the Verification List within the stated time will constitute acceptance of the Verification List as documented by the and PCHD. THE AUDIOLOGY CONTRACTOR is fully responsible for surrendering the equipment and space at the end of the Lease with all items on the Verification List present and in the same condition. At the end of the lease THE AUDIOLOGY CONTRACTOR is responsible for leaving the space and equipment in a state of cleanliness adequate for clinical use. If this is not done, THE AUDIOLOGY CONTRACTOR will be invoiced in the amount of \$500.00 as a clean up fee.
4. The OSDH NHSP will continue to provide statewide best-practice guidelines in conjunction with the Oklahoma Audiology Taskforce in accordance to national standards. If modifications are created, updates will be sent to THE AUDIOLOGY CONTRACTOR. A Copy of the Oklahoma Protocols for Infant Diagnostic Assessment and the Oklahoma Protocols for Pediatric Amplification is available in Attachment 6 (Oklahoma Diagnostics and Amplification Protocols-Revised 2011).
5. The OSDH NHSP will provide a template for quarterly tracking forms for children identified with hearing loss. A copy of the quarterly SoonerStart tracking forms is available in Attachment 8 (SoonerStart Tracking Form).
6. The OSDH NHSP will provide a template for monthly summary reports of those children for any audiological services at each site. The OSDH NHSP will also monitor monthly reports to determine the ongoing need for pediatric audiology in communities served. A template for monthly summary reports with an example is available in Attachment 9 (Monthly Summary Report template).

7. The OSDH NHSP will provide documentation regarding previously used sliding fee scales for audiology services. A copy of the OSDH Child Guidance Fee Schedule is available in Attachment 4 (OSDH Child Guidance Fee Schedule effective 4-01-2012 rvsd.pdf).
 - a. A sliding scale exception will be made for durable medical equipment (such as hearing aids and assistive listening devices) and ear molds
8. The OSDH NHSP will provide documentation regarding current and/or previous statistics on hearing loss in the eastern portion of the state (hospital refers, risk factors, diagnosis, etc.) to provide additional information regarding the needed services in the surrounding areas. A copy of the latest statistics in the areas of Hearing Follow-up for Eastern Oklahoma is available in Attachment 5 (Eastern Oklahoma Hearing Follow-up Needs).
9. During routine hospital trainings, the OSDH NHSP will update Oklahoma birthing hospitals in the Southeastern Oklahoma region regarding the availability of pediatric audiology services at the county health department locations.

C. Duties of Pittsburg County Health Departments (PCHD) for Audiology Services include:

1. The PCHD will ensure that audiology booths are kept within functional order (ex. Not being used for storage, trash is removed, etc.)
2. The PCHD will provide access to basic office equipment such as copy machines and telephones. If the use of a state computer is needed, THE AUDIOLOGY CONTRACTOR may work with the CHDs or OSDH NHSP to make arrangements.
3. The PCHD will provide access to the waiting area for families along with basic Administrative support to greet families and assist them prior to their appointment.
4. The PCHD shall indemnify THE AUDIOLOGY CONTRACTOR against and shall hold THE AUDIOLOGY CONTRACTOR harmless against any and all claims, costs, damages, liabilities and liens arising out of personal injury or property damage caused by defects in the equipment or by the negligence of the PCHD or its agents.
5. If the PCHD or THE AUDIOLOGY CONTRACTOR's ability to perform its obligations hereunder is limited, or prevented in whole or in part by any reason whatsoever not reasonably within the control of such party (including without limitation, Act of God, war, invasion, act of foreign enemy, hostilities [whether war be declared or not], strikes and/or industrial dispute, delay on the part of its supplier, or by any law, regulation, order or other action by any public authority, transportation delays) then such party shall be excused, discharged and released from performance of any of its obligations hereunder to the extent such performance is so limited, delayed or prevented.
6. The PCHD covenants to promptly report, file, pay and indemnify and hold THE AUDIOLOGY CONTRACTOR harmless with respect to any and all taxes, as hereinafter defined. The term "taxes" as used herein shall mean all taxes as a result of the PCHD ownership of the space. THE AUDIOLOGY CONTRACTOR covenants to acquire any and all permits and licensing that may be required by local or state agencies.
7. A Verification List shall be prepared by OSDH NHSP and submitted to the PCHD and attached as Attachment 1 (Equipment Verification List). The PCHD shall document on the Verification List the condition of certain features of the equipment, and the presence in or on the equipment of accessories and manuals. THE AUDIOLOGY CONTRACTOR agrees to review the Verification List immediately upon taking possession of the equipment. THE AUDIOLOGY CONTRACTOR shall then duly note discrepancies, if any, between the listed items and the equipment. THE AUDIOLOGY CONTRACTOR shall, within 48 hours of receipt of equipment, return the completed, executed Verification List to the PCHD. Failure to return the Verification List within the stated time will constitute acceptance of the Verification List as documented by the PCHD. THE AUDIOLOGY CONTRACTOR is fully responsible for surrendering the equipment and space at the end of the Lease with all items on the Verification List present and in the same condition. At the end of the lease THE AUDIOLOGY CONTRACTOR is

responsible for leaving the space and equipment in a state of cleanliness adequate for clinical use. If this is not done, THE AUDIOLOGY CONTRACTOR will be invoiced in the amount of \$500.00 as a clean up fee.

8. The PCHD will promote the availability of pediatric audiology services to community partners as those services are unavailable in those areas otherwise and the alternative would be that families must travel to larger metropolitan areas for care.

83B Instructions

Fill out an 83B whenever an asset is being transferred from any site/department/facility to another site/department/facility. Each entity is responsible for documenting the addition or removal of an asset from their inventory list. An asset cannot be removed from an inventory list unless a **completed** 83B is received by "Inventory". The information provided on a **completed** 83B allows "Inventory" to update the physical location and confirm the identity of an asset. An 83B will be completed as follows:

Date (in the top right corner): date that the transfer was initiated

Location Code of Transferring Division: This is a 6 digit alphanumeric code that identifies the entity that is transferring the asset from their location. The first 2 digits identify the county. The 3rd digit is always alpha and represents the type of entity. The last 3 digits identify the specific entity. Contact "Inventory" with any questions regarding the correct code.

Location Code of Receiving Division: This is a 6 digit alphanumeric code that identifies the entity that is receiving the asset to their location. The first 2 digits identify the county. The 3rd digit is always alpha and represents the type of entity. The last 3 digits identify the specific entity. Contact "Inventory" with any questions regarding the correct code.

Reason For Removal: Check the **Transfer** box. The other boxes are used by "Inventory"

Authorized By: The person at the entity authorized to transfer assets from the location will clearly print, sign and date the appropriate lines.

Delivered By: The person delivering/picking up the asset will clearly print, sign and date the appropriate lines.

Received By: The person at the receiving division will clearly print, sign and date the appropriate lines.. By signing the 83B, they have confirmed the information listed on the 83B matches the assets that were delivered.

OSDH Number: The OSDH tag number identifying the asset as property of the Oklahoma State Department of Health. If it has a "Red Tag" write "Red Tag" in this box instead of a number.

Description: The basic description and model number to confirm identity for data entry.

Serial Number: The manufacturer's serial number identifying that specific asset. It confirms the identity of an asset. **It is very important that these numbers match.**

Remarks: Use as needed

It is the responsibility of the "**Transferring Division**" to properly document the transfer of an asset. The original "white copy" of the completed 83B must be received by "Inventory". An inventory listing or status confirmation may be requested from "Inventory".

**OKLAHOMA STATE DEPARTMENT OF HEALTH
REQUEST FOR TRANSFER/SURPLUS/SAVAGE OF PHYSICAL ASSETS INVENTORY**

LOCATION CODE* OF DATE:
TRANSFERRING DIVISION LOCATION CODE* OF
 RECEIVING DIVISION
*LOCATION CODE DIRECTORY OBTAINED FROM ADDRESS LISTED BELOW

REASON FOR REMOVAL: REPLACEMENT EQUIPMENT SURPLUS SALVAGE TRANSFER

AUTHORIZED BY: & DATE:
(PRINT NAME) (SIGNATURE)

DELIVERED BY: & DATE:
(PRINT NAME) (SIGNATURE)

RECEIVED BY: & DATE:
(PRINT NAME) (SIGNATURE)

OSDH NUMBER	DESCRIPTION	SERIAL NUMBER	REMARKS

ORIGINAL MUST BE RETURNED TO:
OKLAHOMA STATE DEPARTMENT OF HEALTH
INVENTORY CONTROL DIVISION
1000 NE 10TH STREET
OKLAHOMA CITY, OKLAHOMA 73117-1299
PHONE (405) 271-7581

Inventory Control – Original
Site Transferring Equipment – Yellow
Delivery Personnel – Pink
Site Receiving Equipment – Goldenrod

ODH 83B (1/02) **NOTE: RETURN WITHIN 5 DAYS**

FAMILY PLANNING FEE SCHEDULE

GROSS ANNUAL FAMILY INCOME									
Percent of Actual Cost Payable	FAMILY SIZE								Each Additional Add
	1	2	3	4	5	6	7	8	
0%	\$0 UP TO \$11,170	\$0 UP TO \$15,130	\$0 UP TO \$19,090	\$0 UP TO \$23,050	\$0 UP TO \$27,010	\$0 UP TO \$30,970	\$0 UP TO \$34,930	\$0 UP TO \$38,890	\$3,960
10%	\$11,171 UP TO \$13,265	\$15,131 UP TO \$17,967	\$19,091 UP TO \$22,570	\$23,051 UP TO \$27,372	\$27,011 UP TO \$32,075	\$30,971 UP TO \$36,777	\$34,931 UP TO \$41,480	\$38,891 UP TO \$46,182	\$4,703
20%	\$13,266 UP TO \$15,359	\$17,968 UP TO \$20,804	\$22,571 UP TO \$26,249	\$27,373 UP TO \$31,694	\$32,076 UP TO \$37,139	\$36,778 UP TO \$42,584	\$41,481 UP TO \$48,029	\$46,183 UP TO \$53,474	\$5,445
40%	\$15,360 UP TO \$19,548	\$20,805 UP TO \$26,478	\$26,250 UP TO \$33,408	\$31,695 UP TO \$40,338	\$37,140 UP TO \$47,268	\$42,585 UP TO \$54,198	\$48,030 UP TO \$61,128	\$53,475 UP TO \$68,058	\$6,930
60%	\$19,549 UP TO \$23,737	\$26,479 UP TO \$32,152	\$33,409 UP TO \$40,567	\$40,339 UP TO \$48,982	\$47,269 UP TO \$57,397	\$54,199 UP TO \$65,812	\$61,129 UP TO \$74,227	\$68,059 UP TO \$82,642	\$8,415
80%	\$23,738 UP TO \$27,925	\$32,153 UP TO \$37,825	\$40,568 UP TO \$47,725	\$48,983 UP TO \$57,625	\$57,398 UP TO \$67,525	\$65,813 UP TO \$77,425	\$74,228 UP TO \$87,325	\$82,643 UP TO \$97,225	\$9,900
100%	\$27,926 AND ABOVE	\$37,826 AND ABOVE	\$47,726 AND ABOVE	\$57,626 AND ABOVE	\$67,526 AND ABOVE	\$77,426 AND ABOVE	\$87,326 AND ABOVE	\$97,226 AND ABOVE	

2012 Poverty Guidelines

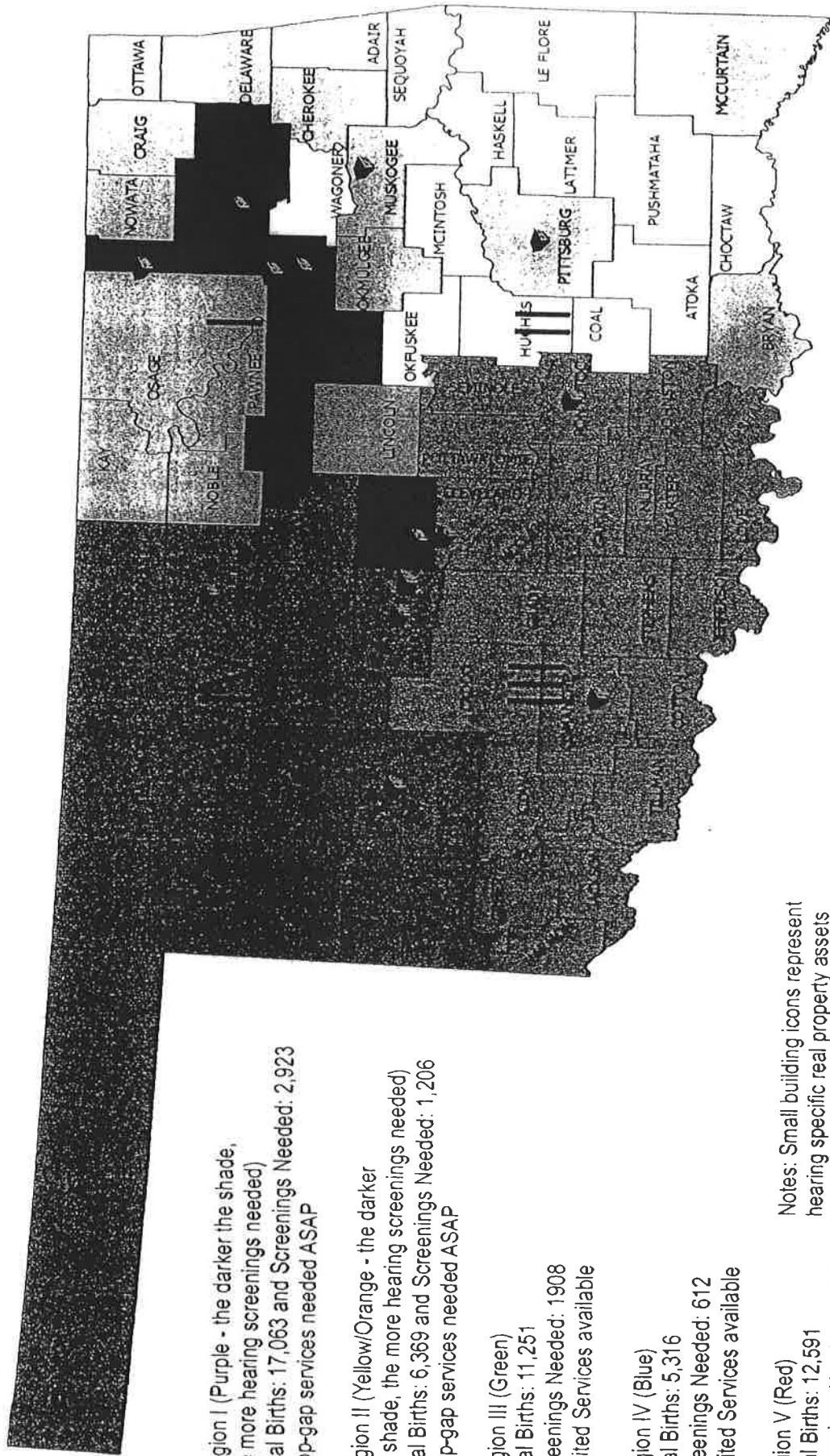
Medicaid / Sooner Plan Eligibility Within the income standard (185% of Federal Poverty Level)			
Size of Family	Annual Income	Monthly Income	Weekly Income
1	\$20,676	\$1,723	\$398
2	\$27,996	\$2,333	\$538
3	\$35,328	\$2,944	\$679
4	\$42,648	\$3,554	\$820
5	\$49,980	\$4,165	\$961
6	\$57,300	\$4,775	\$1,102
7	\$64,632	\$5,386	\$1,243
8	\$71,952	\$5,996	\$1,384

For families with more than 8 persons add \$7,332 for each additional person



Oklahoma State
Department of Health
Creating a State of Health

Regional Audiology Services Map



Region I (Purple - the darker the shade, the more hearing screenings needed)
 Total Births: 17,063 and Screenings Needed: 2,923
 Stop-gap services needed ASAP

Region II (Yellow/Orange - the darker the shade, the more hearing screenings needed)
 Total Births: 6,369 and Screenings Needed: 1,206
 Stop-gap services needed ASAP

Region III (Green)
 Total Births: 11,251
 Screenings Needed: 1908
 Limited Services available

Region IV (Blue)
 Total Births: 5,316
 Screenings Needed: 612
 Limited Services available

Region V (Red)
 Total Births: 12,591
 Screenings Needed: 1,618
 Services available

Notes: Small building icons represent hearing specific real property assets currently owned by the State of Oklahoma.
 Newborns of unknown residence: 571

Data Source: Newborn Hearing Screening Program and Vital Records Data

Created: 7.21.2010

Projection/Coordinate System: USGS Albers Equal Area Conic

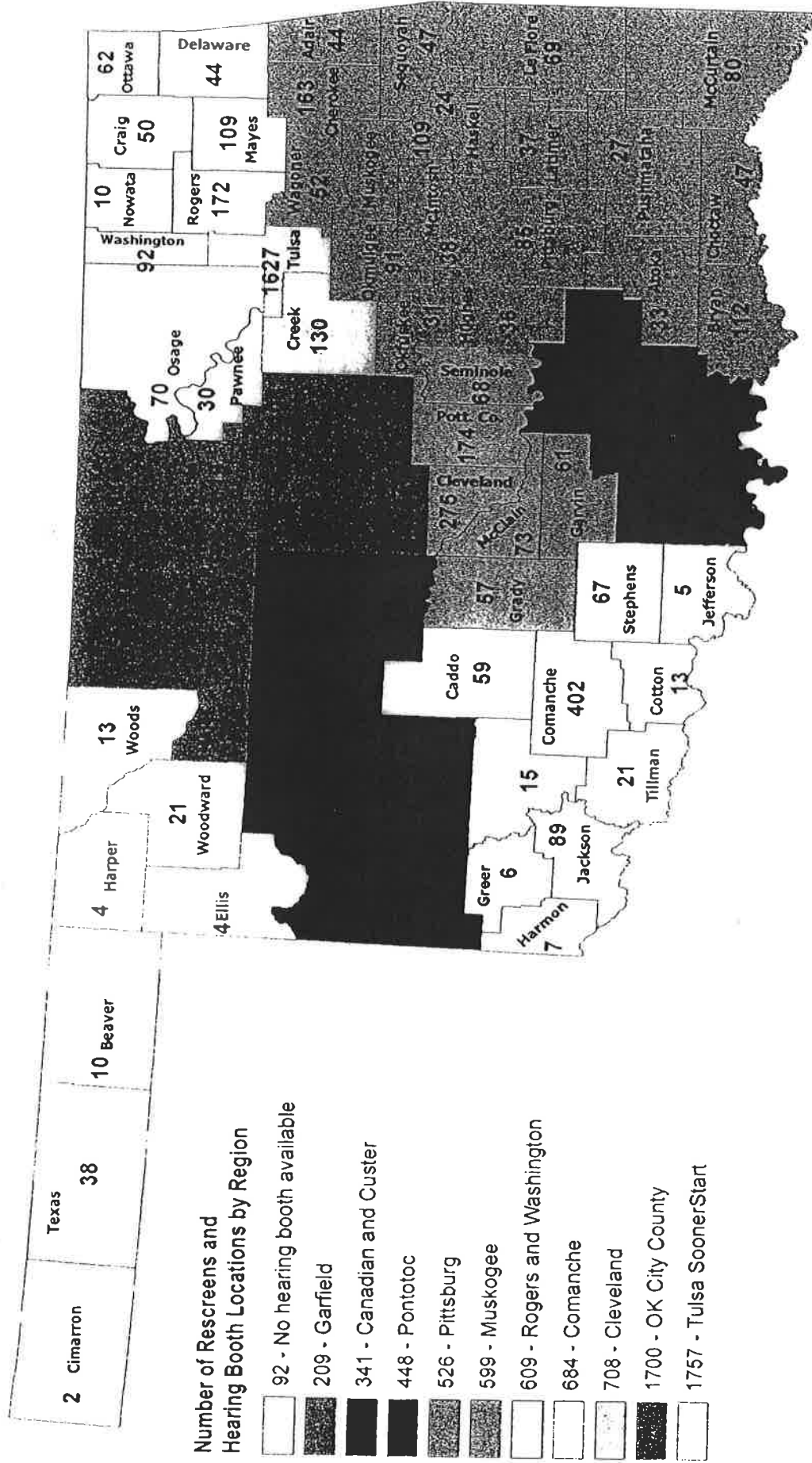


Disclaimer: This map is a compilation of records, information and data from various city, county and state offices and other sources, affecting the area shown, and is the best representation of the data available at the time. The map and data are to be used for reference purposes only. The user acknowledges and accepts all inherent limitations of the map, including the fact that the data are dynamic and in a constant state of maintenance.



Newborn Hearing Screening Program
 Screening and Special Services
 Prevention and Preparedness Services
 Oklahoma State Department of Health

Infants Needing Hearing Rescreens by County/Region in 2009



Data Source: Newborn Hearing Screening Program Data, Neometrics: "Hearing 2009-County-ALL Screens"

Created: 5.26.2010

Projection/Coordinate System: USGS Albers Equal Area Conic



Disclaimer: This map is a compilation of records, information and data from various city, county and state offices and other sources, affecting the area shown, and is the best representation of the data available at the time. The map and data are to be used for reference purposes only. The user acknowledges and accepts all inherent limitations of the map, including the fact that the data are dynamic and in a constant state of maintenance.



Newborn Hearing Screening Program
Screening and Special Services
Prevention and Preparedness Services
Oklahoma State Department of Health



Oklahoma State Department of Health

The following recommended protocols were developed by the Oklahoma Newborn Hearing Screening Program (NHSP) in collaboration with the Oklahoma Audiology Taskforce (OKAT). These guidelines were created in accordance with recommendations made by the American Academy of Audiology (AAA) and the American Speech-Language-Hearing Association (ASHA). The protocols take into consideration other national organizations such as the Food and Drug Administration (FDA), the Center for Disease Control (CDC), Early Hearing Detection and Intervention (EHDI) Program, and the Joint Committee of Infant Hearing (JCIH). Please reference those materials for further reading.

Protocols are to be implemented by individuals licensed by the State of Oklahoma to practice audiology.

The two protocols included in this packet are as follows:

The OKLAHOMA PROTOCOL FOR INFANT AUDIOLOGIC DIAGNOSTIC ASSESSMENT was developed as a guide for professionals who serve as a referral resource for infants that do not pass newborn hearing screening. The protocol should be used to facilitate the diagnosis of hearing loss, to obtain medical clearance for amplification, and to fit amplification systems on infants with hearing loss by three months of age.

The OKLAHOMA PROTOCOL FOR PEDIATRIC AMPLIFICATION was developed to ensure that Oklahoma children will receive full-time and consistent audibility of the speech signal at safe and comfortable listening levels.

For electronic versions of the protocols or if you have additional questions or comments for the OKAT Protocols Subcommittee, please email newbornscreen@health.ok.gov

Sincerely,

Patricia Burk, M.S., CCC-SLP, LSLS Cert. AVT
Facilitator, Oklahoma Audiology Taskforce (OKAT)
Program Coordinator
Newborn Hearing Screening Program
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OKLAHOMA PROTOCOL FOR INFANT AUDIOLOGIC DIAGNOSTIC ASSESSMENT

Revised: October 2009

The following OKLAHOMA PROTOCOL FOR INFANT AUDIOLOGIC DIAGNOSTIC ASSESSMENT was developed by the Oklahoma Newborn Hearing Screening Program in collaboration with the Oklahoma Audiology Taskforce (OKAT) as a guide for professionals who serve as a referral resource for infants that do not pass newborn hearing screening. It is to be implemented by individuals licensed by the State of Oklahoma to practice audiology. The protocol should be used to facilitate the diagnosis of hearing loss, to obtain medical clearance for amplification, and to fit amplification systems on infants with hearing loss by three months of age.

For infants who did not pass the screening process, all of the following procedures should be completed within the first two months of life by an individual licensed by the State of Oklahoma to practice audiology.

I. PROFESSIONAL QUALIFICATIONS FOR PROVIDERS COMPLETING AUDIOLOGIC DIAGNOSTIC ASSESSMENT

Special Note: A licensed audiologist with experience in the pediatric population is the professional qualified to perform diagnostic audiological assessments for infants. An audiologist who does not have the expertise and/or equipment necessary to evaluate infants and young children should refer to professionals and facilities that provide pediatric diagnostic services.

II. RECOMMENDED PEDIATRIC AUDIOLOGIC DIAGNOSTIC ASSESSMENT:

Special Note: If you do not have equipment to complete all of the above procedures, please contact the Oklahoma Newborn Hearing Screening Program for referral information.

- A. Case history/parent observation report
- B. Otoscopy
- C. Perform Acoustic immittance tympanometry, physical volume and acoustic reflexes (use of a high frequency probe tone such as 1000 Hz is recommended for infants less than 6 months of age).
- D. Perform a click ABR at intensities of 80 to 90 dB nHL. Compare responses obtained to rarefaction and condensation clicks presented using a fast click rate (>30 second). In the case of auditory neuropathy, there will be an inversion of waveforms (e.g., cochlear microphonic) with either no replicable waveforms or very abnormal waveforms.
- E. Obtain a threshold response to 500 Hz, 2000 Hz, and 4000 Hz tone bursts.
- F. Obtain a bone conduction click ABR.
- G. Obtain an evoked otoacoustic emission (TEOAE and/or DPOAE) to further evaluate cochlear function. OAEs should be obtained at a minimum signal to noise ratio of 6 dB for at least 3 frequencies with good repeatability.

III. FOLLOWING ASSESSMENT:

- A. Discuss the results and follow-up recommendations with the parents.
 1. **If hearing loss is confirmed...**
 - a. Dispense amplification as appropriate. If equipment for amplification is unavailable at your site, refer to a pediatric dispensing audiologist. Contact the Oklahoma Newborn Hearing Screening Program for referral information.
 - b. Refer infant to an otolaryngologist for medical evaluation.
 - c. Provide information regarding the importance of early intervention and referral to SoonerStart and/or other programs providing intervention services to infants and children with hearing loss.
 - d. Provide other referrals that should include genetics, ophthalmology, child development, counseling, speech/language pathology, etc.
 - e. Recommend parent support groups
 2. **If hearing is normal but child is identified as “at risk” for acquired or late onset hearing loss...**
 - a. Infant should receive audiologic monitoring and follow-up by age appropriate audiologic screening or test procedures at six-month intervals until age three years.
 - b. For list of risk factors, please reference the Joint Committee on Infant Hearing (JCIH) 2007 Position Statement (APPENDIX A).
 3. **If normal hearing...**
 - a. Notify infant’s primary care physician (PCP)
 - b. Provide information to the parents about hearing, speech and language milestones and information regarding risk indicators for progressive hearing loss. Examples of milestones may include but are not limited to the following:
 - www.babyhearing.org
 - www.asha.org
 - www.nidcd.nih.gov
- B. Prepare a written report interpreting test results and describing the diagnostic profile.
- C. Disseminate written report and other information to the infant’s PCP and to other healthcare providers and agencies as requested by the parents.
- D. Notify the Newborn Hearing Screening Program (NHSP) as Oklahoma State law mandates reporting of all infant hearing screening and diagnostic assessments (APPENDIX B).

OKLAHOMA PROTOCOL FOR PEDIATRIC AMPLIFICATION

Revised: September 2010

The following recommended protocols were developed by the Oklahoma Newborn Hearing Screening Program in collaboration with the Oklahoma Audiology Taskforce (OKAT) to ensure that Oklahoma children will receive full-time and consistent audibility of the speech signal at safe and comfortable listening levels. These guidelines were created in accordance with recommendations made by the American Academy of Audiology (AAA) and the American Speech-Language-Hearing Association (ASHA). Please reference those materials for further reading.

I. PROFESSIONAL QUALIFICATIONS FOR PROVIDERS FITTING PEDIATRIC AMPLIFICATION

Special Note: A licensed audiologist is the professional qualified to select and fit amplification devices for children, including personal amplification systems, cochlear implants, frequency modulation (FM) systems, and other hearing assistance technologies (HATs). An audiologist who does not have the expertise and/or equipment necessary to evaluate infants and young children should refer to professionals and facilities that provide pediatric hearing aid services.

- A. The audiologist should have experience with the assessment and management of infants and children with hearing loss and the knowledge and test equipment necessary for use with current pediatric hearing assessment methods and hearing aid selection, verification, and validation procedures.
- B. The audiologist should complete the procedures as described in the Oklahoma Protocol for Infant Audiologic Diagnostic Assessment. For a copy of the protocols, contact the Oklahoma Newborn Hearing Screening Program.
- C. The audiologist should respect individual family choices and provide unbiased information regarding communication options.
- D. The audiologist should provide guidance, education, and training for families to help their child reach their full auditory potential.

II. CRITERIA FOR PERSONAL AMPLIFICATION

A. **Special Note:** The decision for amplification should be based on many factors: the child's audiological data, speech and language development, home-based/center-based/natural environments, family preferences and the existence of other medical conditions or special needs. For families electing amplification, the audiologist should provide infants and children diagnosed with permanent hearing loss with an amplification device **within one month of diagnosis**. Hearing aid features and prescriptive settings can and should be modified as information about the infant's hearing levels or status is regularly updated.

A. Considerations for Amplification

1. If the child has a permanent, bilateral hearing loss, with thresholds of 20dBHL or greater in any frequency considered critical for speech understanding, amplification should be considered and not be delayed for concurrent medical and/or developmental conditions.
2. All hearing aid fittings for binaural hearing loss should be binaural unless there is evidence, over time, of no benefit in one ear.

3. If the child has a unilateral hearing loss with measurable hearing in the affected ear, amplification in this ear may be beneficial. If further testing indicates that the ear with the loss is unaidable, alternative amplification strategies and hearing assistance technologies such as FM or Bluetooth systems should be considered.
4. If the child has a unilateral "unaidable" hearing loss, a bone anchored hearing aid on a headband may be recommended up to age 5. After age 5, an implantable device can be considered under consultation with a physician who specializes in ear pathologies.
5. If the child has an unusual configuration of loss or unusual type of loss (e.g. cookie-bite configuration, auditory dysynchrony, etc.), the need for amplification should be made on a case-by-case basis.
6. Middle ear status must be considered and periodic immittance testing is recommended using age-appropriate immittance protocols. Infants with chronic middle ear conditions should be referred for medical treatment; however, fitting of amplification and referral for early intervention should not be delayed while waiting for resolution.
7. Infants identified with hearing loss who experience a long hospital stay should be fit with appropriate amplification as soon as medically feasible, after appropriate clearance for amplification use is received from the treating physician.
8. Fitting of amplification should not be delayed for:
 - a. certain medical issues, such as waiting for middle ear fluid to clear in the presence of a sensory loss (pending medical approval).
 - b. financial reasons, as resources are available throughout the state for those families waiting for insurance authorization or those who need assistance to cover the costs of amplification. For a list of resources, contact the Oklahoma Newborn Hearing Screening Program.*

B. National & State Recommendations

1. In accordance with the Food and Drug Administration (FDA) regulations, medical clearance must be obtained within in the last six months prior to fitting hearing aids on children, preferably by a physician who specializes in ear pathologies.
2. In accordance with the Early Hearing Detection and Intervention (EHDI) model of 1-3-6**, an identified child will be amplified before six months of age.
3. In accordance with the Joint Committee of Infant Hearing (JCIH) 2007 Position Statement, the fitting of amplification should take place within one month of diagnosis.
4. In accordance with the Oklahoma Protocol for Infant Audiologic Diagnostic Assessment, steps should be followed in order to appropriately fit amplification.

III. PRE-SELECTION / PHYSICAL CHARACTERISTICS

A. Amplification Options

1. Behind-the-ear (BTE) aids are appropriate for most children. In-the-ear aids are not recommended for use with infants and toddlers due to the rapid growth of the outer ear.
2. Hearing aids with digital signal processing are recommended due to their improved ability to make soft speech audible, their flexible electroacoustic characteristics, and their noise reduction algorithms.

3. Hearing aids with multiple memories and remote controls can be considered for ease of adjustment for the caretaker and for flexibility.
4. Infants need to hear environmental noise and distant speech from all directions to maximize language and speech development and therefore, activated directional microphones are not usually recommended for this population. Directional microphones, or dual microphones, should be considered for toddlers and older children to improve the signal-to-noise ratio when FM technology is not being used.
5. FM systems, coupled with personal hearing aids, are recommended for listening in noise and/or at greater distances. Auditory trainers should be considered in an educational environment when a personal FM system coupled with personal hearing aids is not utilized.
6. A bone conduction aid may be appropriate if the hearing loss is conductive and acoustic aids cannot be used due to medical or physical contraindications.
7. Bone anchored hearing aids may be considered for children with hearing loss that meet audiological and medical requirements. This may include conductive, unilateral, or mixed hearing loss.
8. Cochlear implant(s) may be appropriate if the child meets audiological and medical requirements.

B. Audio Input Features to be considered:

1. Direct audio input (DAI) capabilities
2. Telecoil
3. Microphone-telecoil switching option
4. Bluetooth

C. Safety Features to be considered:

1. Tamper proof battery doors
2. Programmably disabled volume control
3. Volume control covers
4. Water resistant

D. Earmolds should be:

1. Made of a soft material; hypoallergenic when appropriate
2. Replaced whenever feedback is excessive on optimal settings
3. Used with lubricants to help reduce feedback

E. Retention devices for amplification systems can include:

1. Ear retention rings
2. Toupee or wig tape
3. Cords or hearing aid retention clips
4. Headbands

F. Hearing Assistive Technology:

The purpose of devices such as FM systems or/and sound-field systems is to enhance the signal-to-noise ratio by making the auditory signal greater than the background noise to facilitate incidental learning in all environments. FM units are recommended for infants and children with minimal to profound hearing loss (unilateral or bilateral) and children with auditory learning problems.

1. Personal FM units

- a. A personal FM unit is the system of choice for hearing aid and cochlear implant users as it retains the output and frequency response characteristics of the child's device when coupled with: direct auditory input boot, telecoil or loop, silhouette conductor, or ear microphone.
 - b. Auditory trainers are utilitarian FM devices. Schools typically utilize this option when a personal FM system is not available.
2. Sound-field FM Systems
- a. The signal is picked-up by a receiver/amplifier and broadcast through speakers. These speakers can be portable, wall, or ceiling mounted. These systems can be used independently or in conjunction with hearing aids or cochlear implant.
- G. Recommended Maintenance Kit items may include:
1. Desiccant kit
 2. Cleaning tools
 3. Battery tester
 4. Listening stethoscope
- H. Education materials must be given to caregivers including:
1. User manuals
 2. Warranty and insurance information
 3. Battery toxicity warning
 4. Explanation of trial period
 5. Oklahoma Board of Examiners for Speech Pathology & Audiology (OBESPA) contact information

IV. ON-GOING VERIFICATION OF HEARING AIDS

- A. Prior to direct evaluation of the hearing aid on the child, the instrument should be preset in a test box to average age-related real-ear to coupler difference (RECD) values. The Desired Sensation Level (DSL) v5.0 or most current available method calculated either manually or in computer-assisted format is the approach of choice for the RECD procedure.
- B. The preferred verification method for amplification is to use probe microphone measurements and the child's ear, earmold, and personal amplification system. The procedure should be combined with a prescriptive technique that states target responses appropriate for the characteristics of the amplification system (e.g. linear vs. non-linear, analog vs. digital).
- C. Audiological assessment directly measuring the child's performance should be completed including aided soundfield responses to speech and frequency specific stimuli.
- D. Verification reports should include hearing aid characteristics such as make, model, serial number, input and tone settings, compressions or special feature settings, volume setting, earmold style and quality of fit.
- E. Electroacoustic and biologic verification should be performed:
 1. On the day of fitting
 2. One to three month intervals
 3. Following any hearing aid repair
 4. When parental listening checks and/or behavioral observations raise concerns
- F. Suggested frequency of on-going verification:
 1. Hearing aids should be evaluated every three (3) months until the child and parent are capable of determining and reporting the status of hearing aids.

2. Earmolds should be evaluated monthly as frequent earmold replacement may be necessary during the first year of life. Thereafter earmold fittings should be evaluated at routine audiological appointments or until growth has stabilized.
3. Immediate evaluation should be scheduled if parents or caretakers suspect a change in hearing or hearing aid function.

V. AIDED AUDITORY SKILLS SHOULD BE MONITORED AND SHOULD INCLUDE:

- A. Report and informal assessment by parent or caregiver
- B. Functional auditory skill assessment obtained by the audiologist and early interventionist
- C. Speech, communication and language skill assessment obtained by the early interventionist
- D. Developmental input and recommendations by health care provider

VI. INFORMATIONAL COUNSELING AND FOLLOW-UP

- A. Parents are the child's best advocate and should be guided in the education and training for working with their child with hearing loss to help them reach their full potential.
- B. Information about all amplification options should be provided to parents.
- C. Parents and other family members or all caregivers that assist in caring for the amplification system should receive orientation and ongoing support as needed.
- D. An audiologist should see the child at least every three months until hearing loss stability is known. Thereafter, follow-up is at the discretion of the pediatric audiologist.
- E. Follow-up appointments should include:
 1. Behavioral audiometric evaluations
 2. Adjustment of the amplification system based on updated audiometric information
 3. Periodic electroacoustic evaluations
 4. Listening checks
 5. Check fit of earmolds
 6. Periodic probe microphone measurements
 7. Periodic functional measures to document development of auditory skills
 8. Insurance options following warranty period for repairs and/or loss
- F. An early interventionist should provide ongoing re/habilitation training aligned with the family's desired outcomes.

Footnotes:

* Oklahoma Newborn Hearing Screening Program can be reached at 1-800-766-2223 or NewbornScreen@health.ok.gov

** CDC National EHDI Goals located at <http://www.cdc.gov/ncbddd/ehdi/nationalgoals.htm>

These first three goals are frequently referred to as the 1-3-6 plan.

Goal 1: All newborns will be screened for hearing loss before one month of age, preferably before hospital discharge.

Goal 2: All infants who screen positive will have a diagnostic audiologic evaluation before 3 months of age.

Goal 3: All infants identified with a hearing loss will receive appropriate early intervention services before 6 months of age.

APPENDIX A

From the Joint Committee on Infant Hearing, 2007

1. All infants should have access to hearing screening using a physiologic measure before 1 month of age.
2. All infants who do not pass the initial hearing screen and the subsequent rescreening should have appropriate audiologic and medical evaluations to confirm the presence of hearing loss before 3 months of age.
3. All infants with confirmed permanent hearing loss should receive intervention services before 6 months of age. A simplified, single point of entry into an intervention system appropriate to children with hearing loss is optimal.
4. The EHDI system should be family centered with infant and family rights and privacy guaranteed through informed choice, shared decision making, and parental consent. Families should have access to information about all intervention and treatment options and counseling regarding hearing loss.
5. The child and family should have immediate access to high-quality technology, including hearing aids, cochlear implants, and other assistive devices when appropriate.
6. All infants and children should be monitored for hearing loss in the medical home. Continued assessment of communication development should be provided by appropriate providers to all children with or without risk indicators for hearing loss.
7. Appropriate interdisciplinary intervention programs for deaf and hard-of-hearing infants and their families should be provided by professionals knowledgeable about childhood hearing loss. Intervention programs should recognize and build on strengths, informed choices, traditions, and cultural beliefs of the families.
8. Information systems should be designed to interface with electronic health records and should be used to measure outcomes and report the effectiveness of EHDI services at the community, state, and federal levels.

To view the complete statement, please visit the following:
http://www.cdc.gov/ncbddd/ehdi/documents/JCIH_2007.pdf

APPENDIX B

Oklahoma Law and State Board of Health Rules

Oklahoma legislation originally enacted in 1982 and updated in 2000 requires that every newborn have hearing screened before discharge from the birthing hospital. The legislation also required the State Board of Health to develop rules and guidelines to accomplish the provisions of the act.

State of Oklahoma *Newborn Infant Hearing Screening Act*

§63-1-543. Short title - Screening for detection of congenital or acquired hearing loss.

A. This act shall be known and may be cited as the "Newborn Infant Hearing Screening Act".

B. Every infant born in this state shall be screened for the detection of congenital or acquired hearing loss prior to discharge from the facility where the infant was born. A physician, audiologist or other qualified person shall administer such screening procedure in accordance with accepted medical practices and in the manner prescribed by the State Board of Health. If an infant requires emergency transfer to another facility for neonatal care, such screening procedure shall be administered by the receiving facility prior to discharge of the infant.

C. The State Board of Health shall promulgate rules necessary to enact the provisions of this act. The State Commissioner of Health shall develop procedures and guidelines for screening for the detection of congenital or acquired hearing loss.

D. Any durable medical equipment purchased or supplied by the State Department of Health for the purpose of being permanently or temporarily fitted for use by a specific child shall not be deemed or considered to be a "tangible asset" as that term is defined in Section 110.1 of Title 74 of the Oklahoma Statutes and, once fitted to a specific child, shall be deemed thereafter to have minimal or no value to the Department for purposes of further disposition pursuant to the Oklahoma Central Purchasing Act.

[1]Added by Laws 1982, c. 141, § 1. emerg. eff. April 9, 1982. Amended by Laws 2000, c. 204, § 1, eff. Nov. 1, 2000; Laws 2006, c.273, § 1. emerg. eff. June 7, 2006.

[2]

§ 63-1-544. Report of results

The results of the screening procedures, conducted pursuant to section 1 of this act, shall be reported to the State Department of Health in accordance with procedures adopted by the State Board of Health.

[1]Added by Laws 1982, c. 141, § 2. emerg. eff. April 9, 1982.

[2]

§ 63-1-545. Publication of results--Release of information

The State Commissioner of Health shall compile and publish annually the results of the infant screening procedures using the information reported to the Department. The Commissioner may authorize the release of information concerning children who are found to have hearing impairments to the appropriate agencies and department so that such children may receive the necessary care and education.

[1]Added by Laws 1982, c. 141, § 3, emerg. eff. April 9, 1982.

[2]

State Board of Health
Newborn Hearing Screening Rules

CHAPTER 540. INFANT HEARING SCREENING

310:540-1-1. Purpose

The rules in this Chapter implement the Infant Hearing Screening Regulations, 63 O.S. 1991, Sections 1-543 through 1-545.

310:540-1-2. Definitions

The following words or terms, when used in this Chapter, shall have the following meaning, unless the context clearly indicates otherwise:

"Audiologist" means an individual holding certification in Audiology by the American Speech-Language-Hearing Association or its equivalent.

"Discharge" means the release of the newborn from care and custody of a perinatal licensed health facility to the parents or into the community.

"Hearing Screening Procedure" means the combination of physiologic hearing screening and risk factor tracking used to determine from the total population of infants born, the infants at risk for hearing loss.

"Other qualified individual" means an individual working under the guidelines developed by the responsible physician or audiologist.

"Parent" means a natural parent, stepparent, adoptive parent, legal guardian, or other legal custodian of a child.

"Physician" means an M.D. or D.O. licensed in the State of Oklahoma to practice medicine.

"Physiologic Screening" means the use of a bilateral physiologic screening technique to determine from the total population of infants born, the infants at risk for hearing loss.

"Risk Factors" mean conditions identified by the Joint Committee on Infant Hearing (JCIH 2000 Position Statement or later) which place a newborn at risk for hearing loss.

"Transfer" means release of the newborn from care and custody of one perinatal licensed health facility to another.

310: 540-1-3. Guidelines

(a) All newborns in Oklahoma will have a Hearing Screening Procedure completed unless the parent or guardian refuses because of religious or personal objections.

(b) Requirements for the Hearing Screening Procedure are as follows:

(1) For facilities with a two-year average annual birth census of 15 or greater:

a) All infants will receive a physiologic and risk factor screening prior to discharge.

b) Infants transferred to another facility will be screened by that institution prior to discharge.

(2) For facilities with a two-year average annual birth census of fewer than 15:

a) All infants will receive a physiologic and risk factor screening prior to discharge if physiologic screening equipment is available.

b) Infants transferred to another facility will be screened by that institution prior to discharge.

c) If physiologic screening equipment is not available, the infant will be screened for risk factors and,

d) the parents will be directed to a regional site providing physiologic screening and encouraged to have the infant screened within the first month of life.

(3) Out-of-Hospital Births:

- a) All infants who are not born in a hospital will have their hearing screened within the first month of life. The infant's physician or licensed or certified birth attendant is responsible for completing the risk factor screening and for referring the infant to a regional hearing screening site for a physiologic screen.
- b) Physicians, other health care providers, or local county health department staff who examine a child within the first three months of life who was not born in a hospital, or who was born out of state, will verify that the infant's hearing has been screened. Infants not screened will be referred to a regional hearing screening site.
- (c) Hospital universal newborn hearing screening programs will be administered by an audiologist and/or physician.
- (d) The physiologic screening will include the use of at least one of the following:
 - (1) Auditory Brainstem Response Testing (ABR);
 - (2) Otoacoustic Emissions Testing (OAE);
 - (3) any new or improved techniques deemed appropriate for use in hearing screening procedures by the Commissioner of Health.
- (e) The Hearing Screening Procedure will be performed by a qualified and properly trained individual, and the results provided to the primary care physician or other health care provider. Notification of the screening results to parents will be given prior to discharge or immediately following the Hearing Screening Procedure if conducted through a regional site.
- (f) Newborns will be referred to an audiologist for a diagnostic hearing evaluation for these reasons:
 - (1) They did not pass the hearing screening prior to discharge;
 - (2) they passed the screening but were at risk for progressive or late onset hearing loss because of a risk factor identified by the Joint Committee on Infant Hearing.
- (g) The hospital personnel, audiologist, or primary care physician involved in the screening of a newborn will provide the parents with appropriate resource information to allow them to receive the medical, audiologic, and other follow-up services as necessary.
- (h) The hospital personnel, audiologist, or primary care physician involved in the initial Hearing Screening Procedure of a newborn will forward results to the Oklahoma State Department of Health in a manner and time frame deemed appropriate by the Oklahoma State Department of Health.
- (i) Audiologists or physicians involved in completing follow-up hearing evaluations will forward test results and recommendations to the Oklahoma State Department of Health in a manner and time frame deemed appropriate by the Oklahoma State Department of Health.
- (j) To facilitate the reporting of newborns and infants who have or are at risk for hearing loss, the reporting requirements will be designed to be as simple as possible and easily completed by nonprofessional and professional individuals involved in the program.
- (k) The Oklahoma State Department of Health will utilize a tracking system to track infants identified at risk for hearing loss for a period up to one year in order to assure appropriate follow-up care.
- (l) The Oklahoma State Department of Health will compile and report data collected from hearing screening procedures at least annually and will share such information as directed by the Commissioner of Health.

APPENDIX C

Revised April 2011

NEWBORN HEARING SCREENING REPORTING FORM INSTRUCTIONS FOR USE

Newborn Hearing Follow-up Report submission is mandated by the State of Oklahoma, Newborn Infant Hearing Screening Act§63-1-543.

PURPOSE:

This Reporting Form is to be used to report all visits to your facility by infants and children birth to three years of age. Information from these reports will be used to update the newborn hearing screening results reported at birth by the hospital and monitor that each child is receiving follow-up services as soon as possible. Annual data will be reported to the Center for Disease Control and Prevention (CDC) to determine babies "Loss to Follow-up/Loss to Documentation".

REPORTING HEARING RESULTS ON ALL INFANTS AND CHILDREN FROM YOUR FACILITY should include:

- Initial infant hearing screenings on "out of hospital births" and missed hospital screenings
- All infants that referred the initial hearing screening
- A child referred to you from other resources (parents, physicians, etc) with suspected or confirmed hearing loss
- A child being evaluated for hearing aids or cochlear implant(s)
- A child being monitored for risk factors for progressive hearing loss
- A child who exhibits any significant change in hearing status
- A child who was scheduled for follow-up from newborn screening or hearing aid fitting but missed multiple scheduled appointments and has now been lost to follow-up
- Report **all** results even if auditory responses are within the normal limits or incomplete results

INSTRUCTIONS FOR USE:

- Enter date of appointment, not the date you are filling out form

IDENTIFYING INFORMATION

- The child's full name, birth date, and mother's first and last name
- Mom's SS# if given
- Current address
- Name of child's hospital of birth or note if out-of-hospital birth
- Current Primary Care Physician

RESULTS:

- Complete Box 1 for screenings, complete Box 2 for diagnostic audiologic assessments
- Check correct test results for each ear. Ear specific test results are required, even if baby passed one ear on an initial screen. If baby has malformation of ear prohibiting a screening, need to refer for diagnostic ABR.
- Check all tests performed.
- If baby refers screening, make note of recommendations for follow-up in comments section of Box 1.
- If diagnosed hearing loss, check degree and type of loss (refer to updated ASHA guidelines for degree of loss)
- Do not mark two degrees of hearing loss. If the hearing loss crosses two levels, check the degree that encompasses the majority of the frequencies
- Include date of amplification and check type of amplification device
- Check all other referrals made
- If enrolled or referred to early intervention, note location if known
- Note any known risk factors/family history

Please return or fax the **completed form**, or **audiology report** to: Newborn Hearing Screening Program
Oklahoma State Department of Health
1000 N.E. 10th Street
Oklahoma City, OK 73117
Fax (405)271-4892

Hearing Results
 Newborn Screening Program
 Oklahoma State Department of Health
 1000 NE 10th Street
 Oklahoma City, OK 73117-1299
 405-271-6617

Dear Clinician: If the infant's parent/guardian did not bring a similar form that includes the infant's identifying information, use this form to report hearing screening or audiologic diagnostic results to the newborn screening program. Please return the completed form to the address above or FAX it to 405-271-4892.

Infant's last name: _____ Infant's first name: _____ DOB: _____

Mom's last name: _____ Mom's first name: _____ Mom's SS#: _____

Address: _____ City: _____ State: _____ Zip: _____

Birth Facility: _____ Primary Care Physician (PCP) Name : _____

To the clinician evaluating hearing: Complete Box 1 if you are screening hearing; complete Box 2 if you are providing a diagnostic audiologic assessment.

Box 1: Hearing Screening Results

Screening Date: _____

Results:

Right Ear: Pass Refer Left Ear: Pass Refer Screen Method: ABR OAE other _____

Early Intervention: Referred Already enrolled Location: _____

Comments: _____

Person screening: _____ Title: _____ Phone: _____

Box 2: Diagnostic Audiologic Assessment Results

Assessment Date: _____ Seen previously? Yes No If Yes, Date: _____

Results:

Right Ear: Normal Slight Loss Mild Loss Moderate Loss Severe Loss Profound Loss Inconclusive
 Sensorineural Conductive Mixed ANSD Undetermined

Left Ear: Normal Slight Loss Mild Loss Moderate Loss Severe Loss Profound Loss Inconclusive
 Sensorineural Conductive Mixed ANSD Undetermined

Assessments used: (Check all that apply) ABR Bone ABR ASSR TEOAE DPOAE BOA VRA
 Pure Tone Tympanometry other _____

Early Intervention: Referred Already enrolled Location: _____

Amplification: Date _____ Type: Hearing Aid Cochlear Implant other _____

Referrals/Resources: PCP ENT Genetics Ophthalmology other _____

Risk Factors/Family History: _____

Recommendations/Comments: _____

Audiologist: _____ Phone _____

NEWBORN HEARING SCREENING REPORTING FORM
INSTRUCTIONS FOR USE

Newborn Hearing Follow-up Report submission is mandated by the State of Oklahoma, Newborn Infant Hearing Screening Act §63-1-543.

PURPOSE:

This Reporting Form is to be used to report all visits to your facility by infants and children birth to three years of age. Information from these reports will be used to update the newborn hearing screening results reported at birth by the hospital and monitor that each child is receiving follow-up services as soon as possible. Annual data will be reported to the Center for Disease Control and Prevention (CDC) to determine babies "Loss to Follow-up/Loss to Documentation".

REPORTING HEARING RESULTS ON ALL INFANTS AND CHILDREN FROM YOUR FACILITY should include:

- Initial infant hearing screenings on "out of hospital births" and missed hospital screenings
- All infants that referred the initial hearing screening
- A child referred to you from other resources (parents, physicians, etc) with suspected or confirmed hearing loss
- A child being evaluated for hearing aids or cochlear implant(s)
- A child being monitored for risk factors for progressive hearing loss
- A child who exhibits any significant change in hearing status
- A child who was scheduled for follow-up from newborn screening or hearing aid fitting but missed multiple scheduled appointments and has now been lost to follow-up
- **Report all results even if auditory responses are within the normal limits or incomplete results**

INSTRUCTIONS FOR USE:

- Enter date of appointment, not the date you are filling out form

IDENTIFYING INFORMATION

- The child's full name, birth date, and mother's first and last name
- Mom's SS# if given
- Current address
- Name of child's hospital of birth or note if out-of-hospital birth
- Current Primary Care Physician

RESULTS:

- Complete Box 1 for screenings, complete Box 2 for diagnostic audiologic assessments
- Check correct test results for each ear. Ear specific test results are required, even if baby passed one ear on an initial screen. If baby has malformation of ear prohibiting a screening, need to refer for diagnostic ABR.
- Check all tests performed.
- If baby refers screening, make note of recommendations for follow-up in comments section of Box 1.
- If diagnosed hearing loss, check degree and type of loss (refer to updated ASHA guidelines for degree of loss)
- Do not mark two degrees of hearing loss. If the hearing loss crosses two levels, check the degree that encompasses the majority of the frequencies
- Include date of amplification and check type of amplification device
- Check all other referrals made
- If enrolled or referred to early intervention, note location if known
- Note any known risk factors/family history

Please return or fax the **completed form**, or **audiology report** to: Newborn Hearing Screening Program
Oklahoma State Department of Health
1000 N.E. 10th Street
Oklahoma City, OK 73117
Fax (405)271-4892

Hearing Results
 Newborn Screening Program
 Oklahoma State Department of Health
 1000 NE 10th Street
 Oklahoma City, OK 73117-1299
 405-271-6617

Dear Clinician: *If the infant's parent/guardian did not bring a similar form that includes the infant's identifying information, use this form to report hearing screening or audiologic diagnostic results to the newborn screening program. Please return the completed form to the address above or FAX it to 405-271-4892.*

Infant's last name: _____ Infant's first name: _____ DOB: _____
 Mom's last name: _____ Mom's first name: _____ Mom's SS#: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Birth Facility: _____ Primary Care Physician (PCP) Name : _____

To the clinician evaluating hearing: Complete Box 1 if you are screening hearing; complete Box 2 if you are providing a diagnostic audiologic assessment.

Box 1: Hearing Screening Results

Screening Date: _____
 Results:
 Right Ear: Pass Refer Left Ear: Pass Refer Screen Method: ABR OAE other _____
 Early Intervention: Referred Already enrolled Location _____
 Comments: _____
 Person screening: _____ Title: _____ Phone: _____

Box 2: Diagnostic Audiologic Assessment Results

Assessment Date: _____ Seen previously? Yes No If Yes, Date: _____
 Results:
 Right Ear: Normal Slight Loss Mild Loss Moderate Loss Severe Loss Profound Loss Inconclusive
 Sensorineural Conductive Mixed ANSD Undetermined
 Left Ear: Normal Slight Loss Mild Loss Moderate Loss Severe Loss Profound Loss Inconclusive
 Sensorineural Conductive Mixed ANSD Undetermined
 Assessments used: (Check all that apply) ABR Bone ABR ASSR TEOAE DPOAE BOA VRA
 Pure Tone Tympanometry other _____
 Early Intervention: Referred Already enrolled Location: _____
 Amplification: Date _____ Type: Hearing Aid Cochlear Implant other _____
 Referrals/Resources: PCP ENT Genetics Ophthalmology other _____
 Risk Factors/Family History: _____
 Recommendations/Comments: _____
 Audiologist: _____ Phone _____



Oklahoma Children with Hearing Loss Tracking/Data Management for SoonerStart/NHSP SoonerStart Quarterly Tracking Form

Please provide as much of the following information as possible to ensure that individual records can be accurately matched with information reported from other sources. **THANK YOU FOR YOUR ASSISTANCE.**

SOONERSTART TEAM: _____

Report Year: _____
 Dates report sent to OSDH: 1st Quarter date: _____ 2nd Quarter date: _____
 3rd Quarter date: _____ 4th Quarter date: _____

*Note: Please submit all pages of yearly report at end of each quarter

Child's Name(s)	DOB	Mother's Name at time of birth	Birth Hospital	Hearing Diagnosis 1. Type 2. Degree 3. Unilat/Bilat	Date of Hearing Diagnosis	Date of Hearing Aid/ Cochlear Implant	Diagnosing Audiologist	Receiving EI Services? Date enrolled	SS Provider/ RC (contact person)	Notes
<u>Sample:</u> John Smith (Jones)	03/31/06	Brenda Jones	Perry Memorial Hospital	Severe sensorineural loss bilaterally	04/29/06	04/29/06	Janel Johnson, Aud., CCC-A	Yes 04/30/06	Susan Walker, CCC-SLP	Child to see PCP for Middle ear fluid to return on 3/7/08.



SOONERSTART TEAM: _____

Child's Name(s)	DOB	Mother's Name at time of birth	Birth Hospital	Hearing Diagnosis 1. Type 2. Degree 3. Unilat/Bilat	Date of Hearing Diagnosis	Date of Hearing Aid/ Cochlear Implant	Diagnosing Audiologist	Receiving EI Services? Date enrolled	SS Provider/ RC (contact person)	Notes

Attachment 9: Monthly Summary Report

Monthly Summary Reports - Pittsburg County Health Department

To be submitted monthly to the NHSP in regards to monitoring the pediatric audiology services contract in this region.

Date Seen	Ages				Type of Service												General Diagnosis		
	Birth - 3 yrs	3 - 6 yrs	6-12 yrs	AABR	ABR	OAE	Tymp	VRA	Play Aud.	Conven. Audio.	Hearing Aids	Ear Molds	Real Ear	Other	Normal	Conductive	Sensory		
1/1/2012	2	1	2	1	1	2	2	1	1	2	1	4	2	1	1	1	1	3	
MONTHLY TOTALS	2	1	2	1	1	2	2	1	1	2	1	4	2	1	1	1	1	3	