



## UTAH DEPARTMENT OF HEALTH MEMORANDUM OF AGREEMENT

PO Box 144003, Salt Lake City, Utah 84114  
288 North 1460 West, Salt Lake City, Utah 84116

2013306  
Department Log Number

1. MOA NAME: The name of this agreement is UDOH Baby Watch MOU with Utah State Board of Education
2. PARTIES TO MOA: This agreement is between Utah Department of Health and Utah State Board of Education.
3. GENERAL PURPOSE OF MOA: The general purpose of this agreement is to address how the Utah Department of Health's Baby Watch Early Intervention Program and the Utah State Board of Education, through its Special Education Services Section, will meet the Part C to Part B transition requirements of the Individuals with Disabilities Education Act.
4. MOA PERIOD: The service period of this agreement is 05/12/2020 through 04/30/2025, unless terminated or extended by agreement in accordance with the terms and conditions of this agreement.
5. AGREEMENT INQUIRIES: Inquiries regarding this agreement shall be directed to the following individuals:

#### PERFORMING AGENCY

Utah State Board of Education  
Teresa Davenport  
(801) 538-7540  
teresa.davenport@schools.utah.gov  
250 East 500 South  
Salt Lake City, UT 84111

#### PRIMARY AGENCY

Family Health and Preparedness  
Children with Special Health Care Needs  
Lisa Davenport  
(801) 273-2961  
lisadavenport@utah.gov

6. REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT:

Attachment A: MOU

7. This agreement, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.

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**MOA between Utah Department of Health, Family Health and Preparedness and Utah State Board of Education, Log # 2013306**

IN WITNESS WHEREOF, the parties enter into this agreement.

**PERFORMING AGENCY**

**PRIMARY AGENCY**

By: Leah Voorhies (e-signature) 05/13/20  
Leah Voorhies Date  
Assistant Superintendent of  
Student Support

By: Shari A. Watkins 5/13/2020  
Shari A. Watkins C.P.A. Date  
Director, Fiscal Operations

**Memorandum of Understanding Between  
The Utah Department of Health, Baby Watch Early Intervention Program  
and  
The Utah State Board of Education, Special Education Section  
# USBE200070MOU**

**I. Purpose**

1. To address how the Utah Department of Health’s Baby Watch Early Intervention Program (BWEIP) and the Utah State Board of Education, through its Special Education Services Section (USBE SES), will meet the Part C to Part B transition requirements of the Individuals with Disabilities Education Act (IDEA).
2. To identify the policies and procedures used to ensure a smooth transition for infants and toddlers with disabilities under the age of three and their families from receiving early intervention services under IDEA Part C to:
  - a. Preschool special education services under IDEA Part B;
  - b. Other appropriate services for preschool aged students with disabilities; or
  - c. Exiting the BWEIP.

**II. BWEIP - IDEA Part C Requirements**

**1. Referral Notification**

For the purpose of transition planning, any child enrolled in the BWEIP between ages 27-36 months of age is considered “potentially eligible” for Part B preschool special education services.

- a. Local early intervention (EI) programs will inform the parent/guardian of the required referral notification during the development or review of Individualized Family Service Plan (IFSP) nearest to the child's 2nd birthday.
  - (1) The EI programs will use the Baby Toddler Online Tracking System (BTOTS) to exchange notification information with the state education agency (SEA) and the local education agency (LEA) through the Transition from Early Intervention Data Information System (TEDI). TEDI is a database used by Baby Watch, LEAs, and the USBE to share, with parent consent, a child’s transition information.
- b. The referral notification information includes:
  - (1) Child's name;
  - (2) Date of birth;
  - (3) Primary language; and
  - (4) Parent/guardian contact information including: name(s), address, email, and phone number.

## **2. Referral Notification Timeline**

- a. EI programs will send a referral notification to the SEA and LEA electronically from BTOTS to TEDI when the child is 30 months of age if the child is enrolled in EI, or as soon as possible for children who enter EI after 30 months of age.
- b. If a child is referred to an EI program fewer than 45 days before the child's 3rd birthday, and that child may be eligible for special education preschool services under IDEA Part B, the EI program, with parental consent, will refer the child to the SEA and the LEA where the child resides. The EI program will not conduct an evaluation, assessment, or initial IFSP meeting unless these circumstances are satisfied.
- c. The BWEIP notification constitutes a referral to preschool special education services. However, the transmission of the written information does not obligate a parent to pursue preschool special education services for a child.
- d. The EI program will inform the parent/guardian of a child, during the development or review of the IFSP closest to the child's second (2nd) birthday, of the required referral notification and provide an opportunity to decline the referral notification (Opt Out). A referral notification will not be sent to the SEA and the LEA if the parent/guardian declines the referral notification in writing.
- e. The parent may reverse the decision to decline the referral notification at any time by providing written notice to the EI program. The referral notification information will then be sent to the SEA and LEA electronically through BTOTS to TEDI.

## **3. Transition Plan**

The EI program shall:

- a. Not fewer than 90 days, and at the discretion of all parties, not more than 9 months before each child's 3<sup>rd</sup> birthday, with the IFSP team, including the family, establish a transition plan in the child's IFSP.
- b. The transition plan in the IFSP should describe the steps and services that the IFSP team, including the family, identifies as needed for that child and family to exit from Part C. The steps will include all or any of the following, as appropriate:
  - (1) Discussions with and training of parents, regarding future placements and other matters related to the child's transition.
  - (2) Procedures to prepare the child for changes in service delivery, including steps to help the child adjust and function in a new setting.
  - (3) Identification of transition services and other activities that the IFSP team determines are necessary to support the transition of the child.

- (4) Confirmation that referral notification information about the child has been transmitted to the SEA and LEA, unless the parent declined the notification;
- (5) With written parental consent, release the child's EI record to the LEA or other community services, including a copy of the most recent evaluation and assessments and most recent IFSP; and
- (6) Review the program options for the child for the period from the child's 3rd birthday through the remainder of the school year.

#### **4. Transition Conference**

- a. The EI program, with parent approval, shall convene a conference among the EI program, the family, and the LEA not fewer than 90 days, and at the discretion of all parties, not more than 9 months before the child's 3rd birthday to discuss any services the child may receive under Part B,
- b. If the family declines the Part B referral notification, the EI program, with parent approval, makes reasonable efforts to convene a transition conference among the EI program, the family, and providers of other appropriate services and supports in the community to discuss services that the child may receive.
- c. The transition conference and the IFSP meeting to develop the transition plan (which may be combined into one meeting) shall meet the requirements of Part C procedures for IFSP development, review, and evaluation.
- d. The EI program will transition and exit a child from EI services no later than the child's 3rd birthday.

### **III. Utah State Office of Education, Special Education Section - IDEA Part B Requirements**

1. The Utah State Board of Education, Special Education Section shall comply with its current policies and procedures it has in effect to ensure that:
  - a. Students participating in EI programs assisted under Part C, and who will participate in preschool programs assisted under Part B, experience a smooth and effective transition to those preschool programs.
  - b. By the eligible student's third birthday, an IEP has been developed and is implemented for the student.
  - c. If a student's third birthday occurs after the end of the school year, the student's IEP team shall determine the date in the next school year when services under the IEP will begin, except that the IEP team may determine that extended school year services are needed outside the school year.

- d. Each affected LEA will participate in transition planning conferences arranged by the local EI program.
2. In developing the IEP for a student with a disability ages three through five, and at the discretion of the LEA, a two-year-old student with a disability who will turn age three during the school year, the IEP team must consider the contents of an IFSP that contains the natural environments statement and an educational component that promotes school readiness and incorporates pre-literacy, language, and numeracy skills.
3. In the case of a student who was previously served under Part C, an invitation to the initial IEP meeting must, at the request of the parent, be sent to the Part C service coordinator or other representatives of the Part C system to assist with the smooth transition of services.

#### **IV. Data Sharing**

1. The BWEIP and the USBE Part B shall regularly exchange any aggregate and disaggregated data and reports, including those needed pursuant to the notification requirements under Part C, as well as those relating to the analysis and reporting in the State Performance Plan (SPP), Annual Performance Report (APR).
2. For purposes of tracking aggregate, de-identified student progress, "research" data exports will be stripped of all identifying information other than the student's SSID number when data analysis requires the exchange of data among agencies. Any data variable that could potentially link a student's SSID number to any other personally identifiable number or information will only be made accessible to those staff using the data for research purposes.

#### **V. Children with vision and/or hearing Impairments**

When Utah School for the Deaf and Blind (USDB) is the designated LEA for a student, USDB has full responsibility for all services defined in the IEP. Notwithstanding USDB's designation as LEA for a student, a representative from the district of residence or charter school remains a required member of the IEP team. When the school district of residence or charter school is the LEA designated to provide services to a student with an IEP, the district of residence or charter school has the responsibility for providing instruction and services for the student, except that the USDB may be designated as a related service provider and remain a required member of the student's IEP team. Representatives who provide services from the USDB must be involved in the transition process and initial IEP development for students who may be deaf, hard of hearing, blind, visually impaired, or deafblind. This requires that evaluation and eligibility determination, IEP development, and placement are completed by age three. If the child and family are currently receiving services from the Parent Infant Program (PIP) and/or Deaf-Blind Services Division, a representative from the appropriate USDB EI program must also be included in the transition meeting.

## **VI. Local Interagency Agreements and Procedures**

Local EI programs and LEAs shall develop and implement local interagency agreements and procedures in accordance with state agreements and policies.

## **VII. Interagency Dispute Resolution**

If a dispute arises between the local EI program and the LEA program regarding any matter that cannot be addressed through open communication and dialogue among the parties involved, the local EI program director and the appropriate LEA supervisor shall intervene. If all local efforts are unsuccessful, the BWEIP manager and the USBE preschool coordinator must be consulted. If the matter involves the USDB/PIP program(s), a representative from that program must be consulted. If resolution at this level cannot be reached, the Procedure for Use of the Dispute Resolution Board shall be initiated.

## **VIII. Procedures for Use of the Dispute Resolution Board**

For interagency disputes that cannot be resolved at the local level, a dispute resolution board will be created and comprised of a member from the BWEIP, a member from the USBE SES, a member of the tri-chair from the BWEIP State Interagency Coordinating Council, a member of the Utah State Board of Education Advisory Panel (USEAP), and, if the matter pertains to the USDB, a representative of the USDB or a member of the USDB Institutional Council.

Appeal above this board will be to the Department of Health, Division of Family Health and Preparedness Director and the State Office of Education Special Education Director, who will make a joint decision on the matter. The Directors will agree to a joint decision within forty-five calendar days from the date of receipt of a written complaint. BWEIP and Part B procedural safeguards apply for all children and families; in particular, service provision may not be delayed or denied to a child because of disputes between agencies over financial or other responsibilities.

## **IX. Agency Personnel Responsible for this Agreement**

The BWEIP Manager, the Utah State Office of Education 619 Coordinator, and the USDB superintendent or designee will each be responsible for implementing and monitoring this agreement.

## **X. Term**

The service period of this agreement shall be effective May 1, 2020 through May 1, 2025. At any time during the five-year term, any party to the agreement may request a meeting to review and revise its provisions as necessary.

## **XI. Mechanism for Updating**

This agreement will be revised as mutually agreed by the Department of Health and the State Board of Education.

