



UTAH DEPARTMENT OF HEALTH MEMORANDUM OF AGREEMENT

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

2218304
Department Log Number

1. MOA NAME: The name of this agreement is USDB Baby Watch Early Intervention Interagency Agreement SFY 2022
2. PARTIES TO MOA: This agreement is between Utah Department of Health and Utah Schools for the Deaf and Blind.
3. GENERAL PURPOSE OF MOA: The general purpose of this agreement is to outline the collaborative relationship between the Utah Department of Health, Baby Watch Early Intervention Program and the Utah Schools for the Deaf and the Blind, Parent Infant Programs and Deafblind Programs, in accordance with Federal Part C Regulations and Baby Watch Early Intervention Program policy.
4. MOA PERIOD: The service period of this agreement is 07/01/2021 through 06/30/2026, 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 Schools for the Deaf and Blind
Joel Coleman
(801) 629-4710
joelc@usdb.org
742 Harrison Blvd
Ogden, UT 84404

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: Special Provisions

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 Schools for the Deaf and Blind, Log # 2218304

IN WITNESS WHEREOF, the parties enter into this agreement.

PERFORMING AGENCY

PRIMARY AGENCY

By:  _____ 7.16.2021
Joel Coleman Date
Superintendent

By:  _____ 7/16/2021
Shari A. Watkins C.P.A. Date
Director, Fiscal Operations

**Memorandum of Agreement (MOA) Between
The Utah Department of Health, Baby Watch Early Intervention Program and
The Utah Schools for the Deaf and the Blind
July 1, 2021**

I. Purpose

This agreement outlines the collaborative relationship between the Utah Department of Health, Baby Watch Early Intervention Program and the Utah Schools for the Deaf and the Blind, Parent Infant Programs and Deafblind Programs, in accordance with Federal Part C Regulations and Baby Watch Early Intervention Program policy.

II. Involved Entities:

The entities addressed by this MOA are:

1. Utah's Part C of IDEA Lead Agency which is the Utah Department of Health, Baby Watch Early Intervention Program (BWEIP);
2. Utah Schools for the Deaf and the Blind (USDB) Parent Infant Programs (PIP) consisting of the Parent Infant Program for the Blind and Visually Impaired (PIP-BVI) and the Parent Infant Program for the Deaf (PIP-DHH); and
3. USDB Deafblind Program (DB).
4. Local early intervention (EI) programs (including personnel employed or contracted by those programs) that provide EI services under contract with or operated by the Utah Department of Health, Baby Watch Early Intervention Program.

III. Authority

This agreement is developed in accordance with all pertinent State and Federal regulations, including but not limited to:

1. IDEA:
 - a. Part C;
 - b. P.L 108-446 (regulations in 34 CFR 303);
2. Statutory authority of the USDB for services to children under 21 years of age with sensory loss, consistent with Utah Code §§ 53E-8;
3. Utah State Board of Education Administrative Rules, as provided on the USBE website and USDB policies, as provided on the USDB website;
4. Department's BWEIP policies, as provided on the Department's website;
5. U.S. Department of Education General Administrative Regulations (34 CFR Parts 76, 79, and 80).

IV. Eligibility for USDB Services

1. USDB staff shall determine eligibility for PIP and/or DB services.
2. Hearing or vision eligibility information is part of the overall EI eligibility information provided at the Individualized Family Service Plan (IFSP) meeting.
3. USDB staff shall provide services on a year-round basis as described by the IFSP for each child who qualifies for PIP or DB services.

V. Individual Family Service Plan (IFSP)

1. The IFSP team (which must include the parent and two or more individuals from separate disciplines or professions including the service coordinator, as required by 34 CFR § 303.340) must develop a written IFSP within 45 days of the child's referral to either the BWEIP or USDB program. Children who qualify for USDB and/or BWEIP are dually enrolled in the respective programs. The local EI program is responsible for the development of the IFSP, and an IFSP must be in place prior to delivery of services.
2. USDB PIP or DB staff shall:
 - a. Participate in IFSP development;
 - b. Participate in teaming activities within the Department, such as IFSP planning meetings, team meetings, and transition meetings; and
 - c. Recognize the expertise of the various provider disciplines within the local EI programs.

VI. Personnel

1. USDB PIP and DB shall ensure that all of its employees with an EI assignment:
 - a. Are currently licensed or credentialed as required for their profession;
 - b. Participate in required training and activities for USDB,; and
2. USDB PIP and DB providers with an EI assignment must complete the Baby Watch Early Intervention Specialist Credential, as outlined in the Baby Watch Comprehensive System of Personnel Development (CSPD) Policy.
3. USDB PIP and DB shall enter all personnel employment status changes into the Baby Toddler Online Tracking System ("BTOTS") within ten days of change in employment.
4. USDB reserves the right to evaluate its employees and determine staffing arrangements, including employee evaluations, performance standards, and other HR matters without interference.

VII. BTOTS, Personnel, and Compliance Requirements

1. BWEIP and USDB shall coordinate all changes and updates to their respective parts of BTOTS database to ensure that BTOTS meets all parties' needs and maintains the desired level of integration of EI and PIP data.
2. Disclosure or sharing of BTOTS data with any third party is strictly prohibited without the written consent of both BWEIP and USDB, unless required by federal or state law or program regulations.
3. USDB shall:
 - a. Utilize the BTOTS web system for the primary Part C Early Intervention child record;
 - b. Pay the BTOTS system developer, Multidimensional Software Creations (MDSC), directly for the cost of any BTOTS system improvements requested by USDB that do not benefit BWEIP;
 - c. Enter complete and accurate data on PIP service visits and communications delivered to children and families into the BTOTS database within seven days of each visit;
 - d. Participate in any relevant BTOTS trainings offered by BWEIP;

- e. Provide technical assistance to BWEIP on PIP data fields and field definitions as changes and enhancements are made to the PIP tab in BTOTS; and
- f. Exercise primary administrative oversight of USDB BTOTS users, including:
 - i. Setting up and closing out BTOTS logins;
 - ii. Determining the appropriate level of BTOTS access (e.g., edit and view, view only) for all PIP personnel; and
 - iii. Ensuring that all Department security procedures and standards are followed and only authorized individuals may access BTOTS via computers or other electronic devices.

VIII. Medicaid

1. USDB may submit claims for EI services, using the EI bundled rate under the BWEIP Medicaid agreement.
2. USDB shall pay their portion of the Medicaid seed in accordance with Medicaid's defined process.
3. BWEIP shall complete random sample reviews of Medicaid claims submitted by USDB on at least an annual basis to ensure proper Medicaid billing is completed.

IX. Teaming

1. USDB programs shall ensure that hearing, vision, or deaf blind services are provided to all qualifying children birth to three years of age;
2. USDB staff shall participate as members of each local EI program's multidisciplinary Team;
3. USDB staff shall provide expertise in the areas of vision, hearing, and deafblind services to ensure appropriate evaluation and assessment, IFSP development, and service provision related to each child's vision and/or hearing needs;
4. If USDB determines that incidence of impairment requires more than one specialist, USDB shall provide the appropriate number of specialists; and
5. USDB staff and EI staff will make good faith efforts to communicate and collaborate in a timely manner.

X. Monitoring and Correction of Noncompliance

1. USDB PIP and DB programs agree to monitoring required by all pertinent federal regulations including Part C of IDEA, P.L. 108-446, and regulations found at 34 CFR Part 303, and the BWEIP policy 1.A.4 General Supervision System for Monitoring Implementation of Part C.
2. BWEIP and other state or federal agencies may conduct performance audits to determine if USDB PIP and DB are in compliance with this agreement.
3. BWEIP recognizes the expertise of USDB in providing services to children with hearing and vision loss.

XI. Interagency Dispute Resolution

If a dispute arises between the local EI program and USDB regarding any matter that cannot be addressed through open communication and dialogue among the parties involved, the local EI

program director and the USDB supervisor shall intervene. If all local efforts are unsuccessful, the BWEIP Program Manager and the USDB Superintendent must be consulted. If resolution at this level cannot be reached, the Procedure for Use of the Dispute Resolution Board shall be initiated.

XII. Agency Personnel Responsible for this Agreement

The BWEIP Program Manager and the USDB superintendent or designee will each be responsible for implementing and monitoring this agreement.

XIII. Term

This agreement shall be effective from July 1, 2021 through June 30, 2026.

XIV. Mechanism for Updating At any time during the five-year term, any party to the agreement may request a meeting to review and propose revisions to the MOA as necessary. Once the involved entities are consulted and agree on proposed changes, this agreement may be revised in writing and signed by the Utah Department of Health and Utah Schools for the Deaf and the Blind.

