

Interagency Agreement
Missouri Department of Elementary and Secondary Education
and
Missouri Department of Health and Senior Services
For Part C of the Individuals with Disabilities Education Act (First Steps)

Purpose of Agreement

This agreement identifies the responsibilities of the Department of Elementary and Secondary Education (DESE) and the Department of Health and Senior Services (DHSS) regarding the Missouri provision of appropriate early intervention services as defined by state and federal regulations implementing Part C of the Individuals with Disabilities Education Act (IDEA). DHSS recognizes that DESE is the Lead Agency and responsible for Missouri's Part C system, otherwise known as First Steps. This agreement is for the purpose of providing a statewide system of early intervention services that is coordinated in nature, specifically in regards to infants and toddlers suspected of or diagnosed with a permanent hearing loss.

Agency Responsibilities

DESE shall:

1. Maintain the infrastructure for the Part C/First Steps system of contracts with System Points of Entry (SPOEs), the entities that employ personnel who process referrals and develop an Individualized Family Service Plan (IFSP) for eligible children, in accordance with the requirements of 20 U.S. C. 1476 and 34 CFR 303.
2. Ensure SPOE personnel obtain written parental consent for any child who has a permanent hearing loss, before personally identifiable information about the child is shared with DHSS.
3. With parental consent, submit information to DHSS as soon as possible after confirmation of parental consent from the SPOE.
4. Submit an annual report to DHSS as outlined in RSMo 191.931.
5. Provide DHSS, annually, with data to meet the Centers for Disease Control and Prevention (CDC) Early Hearing Detection and Intervention (EHDI) reporting requirements.
6. Each January, upon request from DHSS, DESE will provide DHSS with data for two sets of children born in the year immediately prior to the preceding calendar year: a) children identified with permanent hearing loss and (b) children identified with late-onset permanent hearing loss. DESE will provide the following data (including names of children in each category for whom parental consent has been received):

I. Referrals

- Number of infants identified with a permanent hearing loss referred for Part C/First Steps intervention services.
- Number of infants identified with permanent hearing loss referred for and eligible for Part C/First Steps intervention services.
- Number of infants identified with permanent hearing loss referred for but determined to be ineligible for Part C/First Steps intervention services.
- Number of infants identified with permanent hearing loss referred for Part C/First Steps intervention services where eligibility for services is unknown.

- Number of infants identified with permanent hearing loss referred for Part C/First Steps intervention services before 6 months of age.

II. Enrolled

- Number of infants identified with a permanent hearing loss enrolled in Part C/First Steps early intervention services.
- Number of eligible infants identified with permanent hearing loss enrolled in Part C/First Steps intervention services before 6 months of age.
- Number of eligible infants identified with permanent hearing loss enrolled in Part C/First Steps early intervention services after 6 months but before 12 months of age.
- Number of infants and children identified with permanent hearing loss enrolled in Part C/First Steps early intervention services after 12 months of age.
- Number of eligible infants and children identified with permanent hearing loss enrolled in Part C/First Steps early intervention services at an unknown age.

III. No Intervention Services

- Number of referred infants who died.
- Number of referred infants whose parents/family declined services.
- Number of referred infants who moved out of the state.
- Number of referred infants whose parents/family were contacted but were unresponsive.
- Number of referred infants whose parents/family could not be contacted.

DHSS shall:

1. Maintain a newborn hearing screening surveillance and monitoring system for newborns reported with possible hearing loss, in accordance with the requirements of RSMo 191.925, 191.928, 191.931 and 191.934.
2. Collaborate with DESE, on an ongoing basis, by identifying infants and toddlers who may benefit from early intervention services and referring families of children identified with permanent hearing loss to Part C/First Steps.
3. Provide DESE, annually, with a request to compile data for the CDC EHDI Data Survey.
4. Provide DESE, annually, with a list of children identified with a permanent hearing loss and born in the previous year for the purpose of completing the annual CDC EHDI Data Survey.

MOHear Project

The MOHear Project is managed and implemented by Missouri State University (MSU) and funded through a contract with DHSS. The project's purpose is twofold:

1. Reduce the number of babies who are lost to follow-up at all stages of the EHDI system in Missouri, and
2. Provide unbiased support and education to families with children who are diagnosed with permanent hearing loss as they enter the Part C program.

MOHear is the designation used for five professionals who work within assigned regions of the state and possess expertise in the unique needs of infants diagnosed with permanent hearing loss. MOHear individuals are audiologists, educators of the deaf/hard of hearing, or speech

pathologists. Funded through a contract with DHSS, the MOHears are employees of MSU.

To support the MOHear efforts, DHSS will:

1. Provide assistance to SPOE personnel (e.g., informational materials) during the intake process by way of the MOHear Project.
2. Update the MOHear Contact Map on at least an annual basis and send to DESE.

To support the MOHear efforts, DESE will:

1. Allow SPOE personnel to utilize MOHear staff, as needed, during the intake process, specifically when conducting intake activities with families of infants diagnosed with permanent hearing loss.
2. Provide updated information about the MOHear Project to SPOE offices on at least an annual basis.

Terms of Agreement

The effective date of this agreement shall be upon execution. This agreement shall be modified at any time by the written agreement of both parties and it may be canceled by either party after giving 30 days notice in writing to the other party.

In the event that DESE staff and DHSS staff are unable to resolve a dispute in a timely manner, the following procedures will be implemented:

- Staff at DESE and DHSS shall review the nature of the dispute and attempt a resolution.
- In the event that resolution is unsuccessful, the Director for the DHSS Division of Community and Public Health and the Assistant Commissioner for Special Education will resolve any outstanding disputes.
- If that resolution is unsuccessful, the Director of DHSS and the Commissioner of Education at DESE will render a decision. If the two agencies cannot resolve the issue, the parties involved may refer the dispute to the Governor for a final decision.

Each agency is responsible for confidentiality and privacy of child records per regulations each agency is bound to, which is not part of this agreement but is part of each agency's responsibility.

Signed:

Chris L. Nicastro
 Chris L. Nicastro, Commissioner,
 Missouri Department of Elementary and Secondary Education

7-18-14
 Date

Bret Fischer
 Bret Fischer, Director, Division of Administration,
 Missouri Department of Health and Senior Services

7-28-14
 Date