UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES
MEMORANDUM OF UNDERSTANDING

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

251692004
DHHS Log Number

1. MOU NAME: The name of this agreement is MOU Between Utah DHHS Baby Watch and USBE SpEd Section.

2. PARTIES TO MOU: This agreement is between Utah Department of Health & Human Services and Utah State Board of Education.

3. GENERAL PURPOSE OF MOU: The purpose of this MOU is to address how the Utah Department of Health and Human Services, 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 (IDEA).

4. MOU PERIOD: The service period of this agreement is 07/15/2025 through 07/15/2030, 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:

Utah State Board of Education
Scott Jones
(801) 538-7500
Scott.Jones@schools.utah.gov
250 East 500 South PO Box 144200
Salt Lake City, Utah 84114-4200

DHHS
Family Health
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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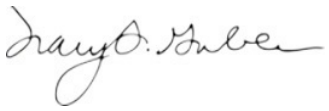
MOU between Utah Department of Health & Human Services, Family Health and Utah State Board of Education, Log # 251692004

IN WITNESS WHEREOF, the parties enter into this agreement.

DHHS
Signature



By: _____ 08/11/2025

Tracy Gruber
Executive Director
Department of Health & Human Services

Date

Utah State Board of Education:
Signature

Electronically Signed By
Scott Jones

By: _____ 08/04/2025

Scott Jones
Deputy Superintendent of Operations

Date

Memorandum of Understanding

Between
The Utah Department of Health and Human Services, Baby Watch Early Intervention Program
and
The Utah State Board of Education, Special Education Section

Article1
DEFINITIONS

1.1 In this agreement the following definitions apply:

"BTOTS" means Baby & Toddler Online Tracking System, a secure database used by Utah local EI programs and providers to record service information. BTOTS is designed to track EI activities, encourage compliance with state and federal regulations, and support compliance and monitoring with statewide child information.

"Baby Watch" means Utah's lead early intervention agency, with the single line of responsibility to carry out all the provisions of IDEA Part C.

"Consent" means, as described in 34 CFR §303.7, (1) A Parent has been fully informed of all information relevant to the activity for which Consent is sought, in the Parent's native language; (2) The Parent understands and agrees in writing to the carrying out of the activity for which the Parent's Consent is sought, and the Consent form describes that activity and lists the early intervention records (if any) that will be released and to whom they will be released; and (3) The Parent understands that the granting of Consent is voluntary on the part of the Parent and may be revoked at any time. (2) If a Parent revokes Consent, that revocation is not retroactive (i.e., it does not apply to an action that occurred before the Consent was revoked).

"EI" means IDEA Part C early intervention programs or services selected in collaboration with Parents, designed to meet the developmental needs of a child birth to age 3 and the needs of the family to assist in the child's development.

"IFSP Team" means, as described in 34 CFR §303.343, the individuals who collaborate to develop and carry out a child's IFSP and who attend IFSP Team Meetings. Each IFSP Team must include the following participants: (1) Parent or Parents of the child; (2) Other family members, as requested by the Parent; (3) An advocate or person outside of the family, if requested by the Parent; (4) Service Coordinator; (5) Individuals involved in conducting the evaluations and assessments; and (6) Future service providers, as appropriate.

"IEP" means Individualized Education Program, as described in 34 CFR §300.320, a written plan designed to meet the unique learning needs of a student age 3-21 with a disability.

"IFSP" means Individualized Family Service Plan, as described in 34 CFR §303.20, a written plan for providing early intervention services to an infant or toddler (birth to age 3) with a disability and their family.

"IDEA" means Individuals with Disabilities Education Act, as established by Public Law 94-142 and amended most recently in Public Law 108-446, a federal law that governs how states and public agencies provide early intervention, special education, and related services to children with disabilities.

"LEA" means Local Education Agency, as described in 34 CFR §303.23, a public board of education or other public authority legally constituted within a State for either administrative control or direction of, or to perform a service for, public elementary schools or secondary schools in a city, county, township, school district, or other political subdivision of a State. Public school districts, charter schools, and USDB may all serve as LEAs in Utah.

"Parent" means, as described in 34 CFR §303.27, a biological or adoptive Parent of a child; a foster Parent; a guardian generally authorized to act as the child's Parent or authorized to make EI, educational, health, or developmental decisions for the child; an individual acting in the place of a biological or adoptive Parent with whom the child lives, or an individual who is legally responsible for the child's welfare; or a surrogate Parent.

"IDEA Part B" means the section of the Individuals with Disabilities in Education Act (IDEA), Federal Register, Vol. 71, No. 156, that governs how special education and related services are provided to school-aged children with disabilities ages 3 through 21 years.

"IDEA Part C" means the section of the Individuals with Disabilities in Education Act (IDEA), primarily Sections 631–644 of the Act, implemented through regulations at 34 CFR §303, that establishes a federal grant program that assists states in operating a comprehensive statewide program of early intervention services for infants and toddlers with disabilities, ages birth through age two years, and their families.

"Referral Notification" means the automatic, electronic transfer of referral information from BTOTS to TEDI to the LEA/SEA for children who are receiving EI services and who are potentially eligible for IDEA Part B services.

"Service Coordinator" means, as described in 34 CFR §303.34, the individual who is responsible for 1) coordinating all services required under Part C across agency lines; and 2) serving as the single point of contact for the family.

"SEA" means State Education Agency, as described in 34 CFR §303.36, the state board of education or other agency or officer primarily responsible for the state supervision of public elementary schools and secondary schools.

"Transition" means, as described in 34 CFR §303.344(h), the process that prepares children and families to exit early intervention services and participate in Part B preschool or other community services after the child's 3rd birthday.

"TEDI" means Transition from Early Intervention Data Information, the secure online database used by Baby Watch, school districts, and the Utah State Board of Education (USBE) to share, with Parent Consent, a child's Transition information.

"USDB" means Utah Schools for the Deaf and the Blind**,** Utah's statewide educational agency tasked with providing programs and services for students who are deaf, hard of hearing, blind, visually impaired or deaf-blind.

"USBE SES" means Utah State Board of Education Special Education Services section, the state agency responsible for overseeing and supporting the implementation of special education programs across Utah's LEAs.

Article 2
PURPOSE

2.1 **Purpose**. The purpose of this MOU is to:

(1) address how Baby Watch and USBE, through its Special Education Services (USBE SES) section, will meet the IDEA Part C to IDEA Part B preschool transition requirements of the IDEA; and

(2) identify the policies and procedures used to ensure a smooth preschool Transition for infants and toddlers with disabilities, birth to age 3, 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) exit Baby Watch.

Article 3
BABY WATCH RESPONSIBILITES

3.1 **Baby Watch Responsibilities.** Baby Watch shall fulfill IDEA Part C Requirements and ensure local EI programs provide:

(1) Referral Notification. Local EI programs shall:

(A) inform the Parent/guardian of the required Referral Notification during the development or review of the IFSP nearest to the child's 2nd birthday:

(B) use BTOTS to exchange notification information with the USBE and the LEA through TEDI with Parent Consent.

(i) for the purpose of preschool Transition planning, any child enrolled in Baby Watch between 27-36 months of age is considered "potentially eligible" for IDEA Part B preschool special education services:

(ii) the Referral Notification information includes:

(a) Child's name;

(b) Date of birth;

(c) Primary language; and

(d) Parent/guardian contact information including: name(s), address, email, and phone number.

(2) Referral Notification timeline. Local EI programs shall:

(A) send a Referral Notification to the USBE and LEA electronically from BTOTS to TEDI when the child is 27 months of age if the child is enrolled in EI, or as soon as possible for children who enter EI after 27 months of age:

(i) if a child is referred to a local 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 local EI program, with Parent Consent, shall refer the child to the USBE and the LEA where the child resides:

(a) the local EI program will not conduct an evaluation, assessment, or initial IFSP meeting.

(ii) The Referral 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.

(B) 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):

(i) a Referral Notification will not be sent to the USBE and the LEA if the Parent/guardian declines the Referral Notification in writing.

(ii) the Parent reserves the right to decline the Referral Notification at any time by providing written notice to the local EI program.

(3) Preschool Transition Plan. The local EI program shall:

(A) establish a preschool Transition plan in the child's IFSP no fewer than 90 days, and at the discretion of all parties, not more than nine months before each child's third birthday, with the IFSP team, including the family.

(i) the preschool 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:

(a) discussions with and training for Parents, regarding future program options and other matters related to the child's preschool Transition, including Head Start, Part B preschool services, private preschool, or child care, and does not include what services would look like in each respective program;

(b) procedures to prepare the child for changes in service delivery, including steps to help the child adjust and function in a new setting;

(c) identification of a preschool Transition plan and other activities that the IFSP team determines are necessary to support the preschool Transition of the child. Confirmation that Referral Notification information about the child has been transmitted to the USBE and LEA, unless the Parent declined the notification;

(d) with written Parent 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

(e) review the program options for the child for the period from the child's third birthday through the remainder of the school year.

(4) Preschool Transition Conference. The local EI program shall:

(A) convene a conference among the local EI program, the family, and the LEA not fewer than 90 days, and at the discretion of all parties, not more than nine months before the child's third birthday to discuss any services the child may receive under IDEA Part B, with Parent approval:

(i) if the child receives services from the USDB, the local EI program shall make arrangements for a USDB representative to attend the preschool Transition conference;

(ii) if the family declines the IDEA Part B Referral Notification, the local EI program, with Parent approval, shall make reasonable efforts to

convene a preschool Transition conference among the local EI program, the family, and providers of other appropriate services and supports in the community to discuss services that the child may receive; and

(iii) the preschool Transition conference and the IFSP meeting to develop the preschool Transition plan (which may be combined into one meeting) shall meet the requirements of Part C procedures for IFSP development, review, and evaluation.

(B) exit a child from EI services no later than the child's 3rd birthday.

Article 4
USBE RESPONSIBILITIES

4.1 **USBE Responsibilities.** The USBE SES shall comply with Utah State Office of Education, Special Education Section - IDEA Part B Requirements as Outlined in Utah State Board of Education Special Education Rule VII.A policies and procedures it has in effect to ensure that:

(1) students participating in local EI programs assisted under Part C of the IDEA, and who will participate in preschool programs assisted under Part B of the IDEA, experience a smooth and effective Transition to those preschool programs;

(A) by the eligible student's third birthday, an Individualized Education Program (IEP) has been developed and is being implemented for the student;

(B) 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; and

(C) each affected LEA will participate in preschool Transition planning conferences arranged by the Part C local EI program;

(2) in developing the IEP for a student with a disability ages three through five or, at the discretion of the LEA, a student who is two-years-old 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 of the IDEA, 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.

Article 5
DATA SHARING

5.1 **Data Sharing: Baby Watch and USBE IDEA Part B shall:**

(1) regularly exchange any aggregate and disaggregated data and reports, including those needed pursuant to the notification requirements under IDEA Part C, as well as those relating to the analysis and reporting in the federal 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 Statewide Student Identification (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.

Article 6
CHILDREN WITH VISION AND/OR HEARING LOSS

6.1 **Children with Vision and/or Hearing Loss:** When 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 remains a required member of the IEP team. When the school district of residence is the LEA designated to provide services to a student with an IEP, the district of residence 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 preschool 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, I EP 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 Deafblind Services Section, a representative from the appropriate USDB EI program must also be included in the Transition meeting.

Article 7
OUTCOMES AND MEASURES

7.1 **Outcome and Measure.** The Contractor shall contribute to the following outcomes and measures:

(1) Baby Watch and the USBE SES will collaborate to ensure a smooth transition for infants and toddlers receiving Part C early intervention services to Part B preschool.

(A) Measure:

(i) percent of children who successfully transition from Part C to Part B services:

(a) referred to Part C prior to age 3;

(b) eligibility is determined for Part B; and

(c) an IEP is developed and implemented by the child's third birthday.

Article 8
LOCAL INTERAGENCY AGREEMENTS AND PROCEDURES

8.1 Local EI programs and LEAs shall develop and implement local interagency agreements and procedures in accordance with state agreements and policies. A copy of each agreement will be sent to Baby Watch and the USBE.

Article 9
INTERAGENCY DISPUTE RESOLUTION

9.1 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 Baby Watch manager and the USBE preschool Coordinator must be consulted. If the matter involves the USDB/Parent Infant 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.

Article 10
PROCEDURES FOR USE OF THE DISPUTE RESOLUTION BOARD

10.1 **Procedures for Use of the Dispute Resolution Board.**

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

(2) Appeal above this board will be to the DHHS, Division of Family Health Director and the USBE State 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. IDEA Part C and IDEA 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.

Article 11
AGENCY PERSONNEL RESPONSIBLE FOR THIS AGREEMENT

11.1 The Baby Watch Program Manager, the USBE Preschool Coordinator, and the USDB superintendent or designee will each be responsible for implementing and monitoring this agreement.

Article 12
TERM

12.1 This agreement shall be effective immediately upon the written signatures of the parties below, for a term of five years. 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.

Article 13
MECHANISM FOR UPDATING

13.1 This agreement will be revised as mutually agreed by DHHS and USBE .