
State-level Memorandum of Understanding

**Interagency Agreement for Collaborative
Services- Prenatal to 5**

Missouri Head Start, MO Dept. of Elementary
and Secondary Education, MO Dept. of Social
Services

Table of Contents

Purpose and Scope of Agreement.....	3
Outcomes and How to Use this Document.....	4
Sharing of Information and Resources	5
Identification and Evaluation	6
IFSP/IEP Development	7
Responsibilities of Each Agency	8
Training	9
Transition	9
Special Considerations.....	10
Written Agreement Procedure.....	11
Attachments	
Descriptions of programs/services within cooperating agencies.....	13
Listing of Acronyms.....	16

PURPOSE AND SCOPE OF THE AGREEMENT

VISION

As stated in the Early Childhood Comprehensive State Plan, “Children are Missouri’s most valuable resource. Caring for children and helping them grow into healthy and productive members of society is a significant shared responsibility. From birth to age five, children rapidly develop foundational capacities on which subsequent development and well-being depend. It is Missouri’s vision that all young children in Missouri are safe, healthy, and capable of reaching their full potential.”

PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to facilitate an alliance between the Missouri Department of Elementary and Secondary Education, the Missouri Department of Social Services, the Region VII Office of Head Start, in cooperation with the Missouri Head Start Association and the Missouri Head Start-State Collaboration Office. Another purpose of this MOU is to facilitate the collaborative efforts of local agencies implementing collaborative services supporting all children, including children with disabilities. This agreement is guided by the Head Start Program Performance Standards, Regulations: 45 CFR Parts 1301, 1304, 1305, 1306, and 1308, state and federal regulations implementing Part B and Part C of the Individuals with Disabilities Act (IDEA), Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA).

The document reflects current legislative and regulatory requirements as well as recommended practice. Early Head Start and Head Start grantees are required to develop local agreements and plans with the relevant agencies in their geographic area. Local agencies may use this document as guidance in the development of local interagency agreements.

While this document addresses issues related to children with disabilities and their families, the parties of this agreement are committed to promoting integration of all early childhood programs through enhancing awareness of and coordination with programs and resources that address needs of all very young children in Missouri. Equally important, the parties of this agreement encourage counterparts at the local level to participate in a similar process utilizing this statewide model in the development of a local MOU.

OUTCOMES

- To provide a framework for the development of local interagency agreements supporting collaborative efforts for children birth-5.
- To maximize the use of local resources and reduce duplication in providing appropriate intervention and special education services to Missouri's children birth-5 and their families.
- To ensure coordination of services for:
 - Children birth-3 with disabilities and their families enrolled in Early Head Start (EHS) and First Steps (FS)
 - Children 3-5 with disabilities and their families enrolled in Head Start or Early Childhood Special Education (ECSE) and their Local Education Agency (LEA)
- To clarify roles and responsibilities of providers serving children birth-5, including EHS, HS, FS, LEAs and other community based providers.
- To provide opportunities for early childhood staff to discuss mutual accomplishments and concerns.
- To encourage delivery of services to children with disabilities in inclusive settings in the natural environment/least restrictive environment.
- To encourage and support collaboration among local and state agencies in the further development of high quality early care and education and family education services statewide.

HOW TO USE THIS DOCUMENT

This joint agreement is written to provide a framework for all local Head Start programs, their community based partners, school districts and early intervention service providers in Missouri to develop collaborative interagency agreements to best support children birth-5. This document can be used as a tool in assisting local Head Start agencies in meeting collaboration and coordination and meet the requirements for serving children with disabilities as set forth in the Improving Head Start for School Readiness Act of 2007.

I. SHARING OF AGENCY INFORMATION AND RESOURCES

A. It is the expressed desire and commitment of the cooperating agencies to share resources to avoid duplication of services and provide access to appropriate services. These resources, facilitated between and among the cooperating agencies as well as other programs existing in the state and community, will ensure that services are seamless, friendly to families, and support each child's progress. Resources may include, but are not limited to:

1. Sharing of resources is timely, accurate, complete, and routinely shared to ensure knowledgeable and shared decision making.
2. Professional staff, volunteers, and personnel from partnering agencies that have the authority to support the work and values of the agreement through sharing their expertise, time, and mutual support within their agencies to explain, clarify, impact, and/or change policies and regulation that are barriers to collaboration and sharing of resources at the local level.
3. Monetary resources committed as necessary and available under the policies of each partner to support the ongoing efficacy and success of this work.

B. For the purpose of supporting local agreements these cooperating agencies recommend the following issues be addressed as local Memorandums of Understanding or Agreement are crafted:

1. A description of how and when meetings will take place and the expectations of each agency in regard to:
 - a) Who (what position) will be expected to attend
 - b) Who will be responsible for coordinating, scheduling, and facilitating
 - c) How communication will take place
 - d) A well-described process for communication that clarify lines of responsibility and authority to support shared goals

C. To ensure the efficacy and ongoing influence of the MOU, a bi-annual review of the document will be led by the Missouri Head Start State Collaboration Office and the Missouri Head Start Association.

D. To ensure continued and effective communication between and among the cooperating agencies, the Head Start-State Collaboration Office will facilitate communication and resolution as appropriate, on issues that are not resolved through established lines of communication.

II. IDENTIFICATION AND EVALUATION

A. Understanding that early identification of children who have disabilities is a shared value, the expectation is that all agencies use their current policies and procedures to facilitate the identification of children that may have disabilities. Through vigorous effort to conduct public awareness and engage in activities, or add to existing activities, elements that increase the probability of finding children that may need a referral for further evaluation, it is recommended that:

1. Information related to screening is shared by the professional team in a respectful and accurate manner, acknowledging the family as a valued member and integral part of the decision-making team.
2. The team works collaboratively to provide options and support for families to access the services for their child.
3. Screening processes are accurate and effective.
4. Persons administering screening are well-trained.
5. Tools for screening are valid and reliable.
6. There is a shared understanding of criteria that merits a referral.

B. The cooperating agencies agree that:

1. Confidentiality must be maintained. Agencies are the stewards of information on children and families and share only information necessary for their shared work, and as permitted by state and federal statutes and regulations, including but not limited to the Health Insurance and Portability and Accountability Act (HIPPA) and the Family Educational Rights & Privacy Act (FERPA). Further, the agencies recognize the parent holds the authority for release of information.
2. Cooperating agencies abide by protections provided to families of children with disabilities through IDEA Procedural Safeguards.
3. When an evaluation is warranted the process is facilitated in a timely manner to ensure services begin at the earliest possible time.
4. First Steps and/or LEA is responsible for the comprehensive evaluation, coordinating evaluations, convening the IFSP/IEP team, and selecting the evaluation instruments.
5. During the evaluation process, the child's teacher, home visitor, child care provider, and parents are invited and respected as full members of the team, along with any other professionals or family members that may be appropriate or invited by the family.

6. When there is a case of substantiated child abuse, victims under age 3 must be referred by the Children's Division to First Steps. In all instances where a "preponderance of evidence" determination is made regarding a child victim less than three (3) years old, a referral will be made to the Department of Elementary and Secondary Education (DESE) First Steps Program pursuant to the federal mandate of the Child Abuse Prevention and Treatment Act (CAPTA) which provides early intervention services funded under Part C of the Individuals with Disabilities Education Act (IDEA).

7. Agencies conducting screening must refer a child less than 3 years with a suspected disability to First Steps within 2 working days.

III. IFSP/IEP DEVELOPMENT

A. It is a shared value of the cooperating agencies of this agreement, as well as regulation, that the family is a full partner and educational decision-maker throughout the process of screening, evaluation, and development of the IFSP/IEP as determined through a multidisciplinary evaluation. In regard to the above expectation the partners agree:

1. To foster, support and fully cooperate in facilitating exchange of information to:
 - a) Avoid duplication of effort and services.
 - b) Avoid asking families and staff to provide duplicate information to multiple agencies involved in the evaluation process.
2. The process of evaluation and determination of the need for eligibility and services is completed in a timely manner.
3. To facilitate and foster placement of children in natural settings whenever possible, with the understanding that settings are selected in partnership with the family and in the best interest of the child.
4. To align the development of the IFSP/IEP with legislation, IDEA, the Head Start Act, Head Start Performance Standards, quality indicators, and best practices that are evidenced-based whenever possible.
5. To facilitate receipt of evaluation results, IFSP/IEP, and additional related paperwork by all cooperating agencies, including signed consent prior to provision of services.

B. To the extent that federal regulation permits, Head Start has the option to develop an IEP for an enrolled child under the following circumstances:

1. The process for LEA evaluation is very lengthy and the child is in need of immediate interventions or therapies.
2. The child is perceived by the parent and the Head Start agency to need services but does not qualify under the state criteria for early childhood special education.
3. A Head Start IEP does not obligate the LEA to provide therapies or services and does not carry over to the LEA when the child enters Kindergarten.
4. Head Start may not develop an IFSP; however they are encouraged to collaborate with First Steps service coordinators in the IFSP process.

IV. RESPONSIBILITIES OF EACH AGENCY REGARDING EDUCATION AND OTHER SERVICES

A. The partners to this agreement agree:

1. That the educational services for children with disabilities will be fully described in the IFSP or IEP, created by the IFSP or IEP team which includes the parent.
2. There is an expectation of clear guidance, developed by participants named in this agreement, at the local level, for ensuring that there is:
 - a) Supervision of delivery and monitoring of services.
 - b) Documentation and reporting required by the various agencies shared in a timely manner.
 - c) Support for transportation and other needed services as appropriate, including provision of services to meet needs of working parents as applicable.
 - d) Written policies and procedures for meeting the regulatory needs of the various agencies involved.
 - e) A clear policy and process for problem solving, addressing concerns, and policy clarification.
 - f) A policy for purchase and ownership of equipment, use of facilities, and adaptive equipment.
 - g) A clear fiscal policy that is supported by accepted accounting and cost principles.
 - h) Coordinated educational activities, curricular objectives and instruction.

- i) Alignment of LEA and Head Start curricula and assessments with Head Start Child Outcomes Framework and state early learning standards as appropriate.
3. Parents will be encouraged and supported in advocacy efforts.
 - a) Parents will also be invited to become integrally involved in the program approach to child development and education by sharing insights, ideas and suggestions with service providers in development and implementation of the IFSP outcomes and IEP goals;
 - b) Parents will be able to share ideas and suggestions to coordinate the services for the child between home and early childhood settings.

V. TRAINING

A. Understanding the need to maintain consistent practices, shared values and to maximize resources, the partners to this agreement encourage and support shared training activities that involve all collaborating agencies that include, but are not limited to:

1. Shared assessment of training needs based upon IFSP/IEP outcomes/goals, the total needs of the child, agency and community needs, and evaluation that include transfer of learning.
2. Sharing of training opportunities and required training by the cooperating agencies.
3. Ongoing training on regulatory issues.
4. Ongoing training for the purpose of clarification of terms, state and local resources, and best practices.

B. Parties of this agreement further agree that parents are invited and included in training opportunities as participants and presenters as appropriate.

VI. TRANSITION

A. To ensure seamless services and avoid lapses in services or confusion for children and families, including children with disabilities, the partners included in this agreement recommend that all types of transitions at the local level should be done collaboratively, timely and:

1. Family will be included in the planning
2. Be supported by a written plan

3. Be coordinated to ensure systematic procedures for transferring records to schools and other community based providers as appropriate
4. Provide for ongoing communications with LEA, community based providers to facilitate coordination of programs (including teachers, family service workers, McKinney Vento liaisons, etc)
5. Be collaborative between and among agencies and professionals

VII. SPECIAL CONSIDERATIONS

A. The parties to this agreement strongly support, affirm, and expect written policies at the local level that assure:

1. An environment of acceptance that supports and respects all children, families and staffs' gender, culture, language, and ethnicity.
2. Services are in place and fully implemented to address the needs of medically fragile children, children that are HIV positive or have AIDS.
3. Appropriate services are fully implemented to serve linguistically diverse children and their families.
4. Coordination of services for migrant children and families, children and families in the child welfare system including children in foster care, and for homeless children and families as per the McKinney Vento Act.

VIII. WRITTEN AGREEMENT PROCEDURE

This agreement includes signatories designated from each of the Funding agencies: The Missouri Department of Elementary and Secondary Education, The Missouri Department of Social Services, and The Region VII Administration for Children and Families, Office of Head Start.

Unless representatives of the parties of this agreement notify the other party that there is a need for revisions, or the desire to end the agreement, this agreement will be reviewed bi-annually under the leadership of the Head Start State Collaboration Office and Missouri Head Start Association. Notification shall be provided at least 30 days prior to the bi-annual renewal date, in the event of a proposed revision or cancellation.

Lee Schultz 1/26/09
Missouri Department of Elementary and Secondary Education Date

Michelle Smith Jan 9, 2009
Missouri Department of Social Services Date

Lynda B. Turner 2/18/09
Region VII Administration of Children and Families, Office of Head Start Date

Additional partners and signatories to this agreement include:

Merrill T. King 1-6-09
The Missouri Head Start Association Date

Stacy D. Orsby 1/2/09
The Missouri Head Start-State Collaboration Office Date

Cooperating parties assisting in the development and support of this agreement include:

- Division of Special Education, Department of Elementary and Secondary Education
- Division of School Improvement, Department of Elementary and Secondary Education
- Children's Division, Department of Social Services
- Region VII Technical Assistance System, ICF International
- Children's Therapy Center
- Missouri Council of Administrators of Special Education
- Missouri Valley Community Action Agency
- Ozark Area Community Action Corporation
- Kristin Donze, Head Start parent

ATTACHMENTS

**DESCRIPTIONS OF PROGRAMS/SERVICES WITHIN
THE COOPERATING AGENCIES**

Community Based Child Care	Community based child care, as referred to in this document, describes entities and agencies both public and private that provide early childhood education to children birth to five that do not fall directly under DESE, DSS, Head Start, or Early Head Start.
Early Head Start	Early Head Start which may be funded under the Missouri Department of Social Services through their Child Care/Early Head Start partnership project or Federally funded through Health and Human Services. Early Head Start offers comprehensive services for pregnant women, infants and toddlers birth through age 3 and their families that are financially eligible or are specifically eligibility based upon risk factors described through Head Start Performance Standards.
Head Start	Head Start is a Federally funded program through Health and Human Services that offers comprehensive services for pre-school children age 3 to five years of age and their families that are financially eligible or are specifically eligible based upon risk factors described through Head Start Performance Standards.
Accreditation Facilitation	Provides accreditation facilitation services to DSS subsidized child care programs in order to increase the quality of child care services for children up to the age they are eligible to enter kindergarten.
Home Visitation Child Abuse/Neglect Prevention Program	Services are provided via home visits by parent educators, group training sessions targeted at various topics dealing with child development and creating healthy families, and networking opportunities for the families. Families are also provided with books for their child, an array of developmentally appropriate toys they can check out to use with their child, and incentive certificates that they may use to purchase toys, books, safety items, safe cribs, etc. for their child. The Stay at Home Parent programs are also required to provide services that address literacy, mathematics, science, physical development, health and safety, and social-emotional levels building on the Department of Elementary and Secondary Education's Pre-K Early Learning Standards.
Intensive In-Home Services for Intact Families	Intensive In-Home Services (IIS) is a short-term, intensive, home-based, crisis intervention program that combines skill-based interventions with maximum flexibility so that services will be available to families according to their individual needs. The goal of IIS is to offer families in crisis the alternative of remaining together safely, averting out-of-home placement of children whenever possible. IIS are, however, offered solely to families that have a child or children at imminent risk of removal from the home due to neglect, abuse, family violence, mental illness, delinquency, or other circumstances. Services provided assist with crisis management and restoration of the family to an acceptable level of functioning

MO Health Net	The purpose of the MO HealthNet Division is to purchase and monitor health care services for low income and vulnerable citizens of the State of Missouri. The agency assures quality health care through development of service delivery systems, standards setting and enforcement, and education of providers and participants. We are fiscally accountable for maximum and appropriate utilization of resources.
Out of Home Care	Out of Home Care is provided in situations where a parent or parents are incapable of providing a child or children with adequate social, emotional, and physical care. Out of Home Care is defined as care provided in licensed foster or approved relative family homes, in licensed residential facilities, or in licensed foster group homes. The service provides substitute settings for the children. Children are placed only after it is determined that they cannot remain at home.
Start Up and Expansion	Competitive awards are made to start up a new childcare program or expand an existing program in order to increase the number of licensed childcare slots for infants and toddlers. Programming offered must be appropriate to meet the needs of the children that will be served with funding from this grant, including the physical design of the facility, how the space is utilized, recruitment methods, and the transition of children who age out. Awardees must choose to implement an infant and toddler curriculum that has been approved by the state agency. Start up and expansion funding is also available through community partnership grants.
Temporary Assistance to Needy Families (TANF)	The purpose of the Temporary Assistance Program is to provide assistance to needy families with children so they can be cared for in their own home and to reduce dependency by promoting job preparation, work and marriage. Funds may also be used to prevent non-marital pregnancies and encourage the formation and maintenance of two-parent families.
Early Childhood Special Education (Part B)	Early Childhood Special Education (ECSE) is the program under the Department of Elementary and Secondary Education (DESE) that is responsible for services to children with disabilities from age 3 through 5. Services are administered by the Local Education Agency (LEA) that have responsibility to provide evaluation, case management, and services to support the child's education as described in the Individualized Education Program (IEP) developed through a collaborative and multidisciplinary team in accordance with IDEA.
Even Start	Even Start Family Literacy Programs are school-community partnerships that help break the cycle of poverty and illiteracy by integrating early childhood education, adult literacy or adult basic education, and parenting education into a unified family literacy program.

First Steps (Part C)	First Steps offers coordinated services and assistance to young children with special needs and their families. First Steps is designed for children, birth to age 3, who have delayed development or diagnosed conditions that are associated with developmental disabilities and is administered by the Department of Elementary and Secondary Education. They have responsibility to provide evaluation, service coordination, and services as described in the Individualized Family Service Plan (IFSP) developed through a collaborative and multidisciplinary team in accordance with IDEA.
McKinney Vento	The McKinney-Vento Act, part of the No Child Left Behind Act of 2001, guarantees homeless children and youth an education equal to that which they would receive if not homeless. Homeless children and youth include individuals who lack a fixed, regular and adequate nighttime residence.
Missouri Preschool Project	The Missouri Preschool Project (Missouri's publicly funded pre-k program) began in 1998 through the Early Childhood Development Education and Care Fund with funding from gaming revenues. The program, which is operated by the Missouri Department of Elementary and Secondary Education (DESE), serves children 1 to 2 years from Kindergarten entry. A competitive grant process is used to award funds. Funded programs must be licensed and meet established program standards and operate in public schools, private child care centers, and non-profit agencies.
Parents As Teachers	Parents As Teachers is a home-school-community partnership which supports parents in their role as their child's first teacher. The Early Childhood Development Act of 1984 mandated every school district in MO provide program to families with children ages birth to Kindergarten entry. Program includes periodic developmental screening for all children birth to Kindergarten entry and parent education for all families prenatal to Kindergarten entry.

Listing of Acronyms

ACF	Administration for Children & Families
ADA	Americans with Disabilities Act
AIDS	Acquired Immune Deficiency Syndrome
CAPTA	Child Abuse Prevention and Treatment Act
DESE	Department of Elementary & Secondary Education
ECSE	Early Childhood Special Education
EHS	Early Head Start
EPSDT	Early and Periodic Screening, Diagnostic, and Treatment
FERPA	Family Educational Rights and Privacy Act
HIPAA	Health Insurance Portability & Accountability Act
HIV	Human Immunodeficiency Virus
HS	Head Start
HSPS	Head Start Program Performance Standards
IDEA	Individuals with Disabilities Education Act
Part B	Children ages 3-21 receive educational services under IDEA Part B
Part C	Infants and toddlers with disabilities (birth-3) and their families receive early intervention services under IDEA Part C
IEP	Individualized Education Program
IFSP	Individualized Family Service Plan
LEA	Local Education Agency
LRE	Least Restrictive Environment
MOU	Memorandum of Understanding
MPP	Missouri Preschool Project