

MEMORANUDM OF UNDERSTANDING BETWEEN
THE MAINE DEPARTMENT OF EDUCATION -
CHILD DEVELOPMENT SERVICES
and
THE MAINE DEPARTMENT OF HEALTH
AND HUMAN SERVICES

Effective: March xx, 2022

Memorandum of Understanding

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Memorandum of Understanding

The Maine Department of Education – Child Development Services and The Maine Department of Health and Human Services – Maine Center for Disease Control and Prevention and Office of Children and Family Services

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This Memorandum of Understanding is between Child Development Services, under supervision of the Maine Department of Education, hereinafter referred to as "CDS," and the Maine Center for Disease Control and Prevention and the Office Children and Family Services under the supervision of the Maine Department of Health and Human Services, hereinafter referred to as "Maine CDC" and "OCFS", respectively.

I. PURPOSE

The purpose of this Memorandum of Understanding is to develop a collaborative approach between CDS and Maine CDC and OCFS to execute their respective authority and responsibilities with respect to the establishment and implementation of statewide policies, procedures, and practices to ensure that all children in Maine, ages birth to five, are identified, located, screened/evaluated, and, if eligible, receive timely and appropriate services in accordance with Individuals with Disabilities Education Improvement Act (IDEA) law and regulations and Maine statutes and regulations including 20-A M.R.S.A. §7001 et seq. and the Maine Unified Special Education Regulations (MUSER), Chapter 101.

II. AUTHORITY

The legal basis for this Memorandum of Understanding is found in the following federal and State statutes and regulations:

Individuals with Disabilities Education Improvement Act (IDEA)
Chapter 101 Maine Unified Special Education Regulations (MUSER), Birth to Age Twenty
Title 22, §4011-A REPORTING OF SUSPECTED ABUSE OR NEGLECT

III. PROGRAM DESCRIPTIONS

Department of Education - Child Development Services

Child Development Services (CDS) is an Intermediate Educational Unit (IEU) that provides Early Intervention for children ages birth to age three and Free Appropriate Public Education (FAPE) for children ages three to school-age five under the supervision of the Maine DOE. CDS is also responsible for ensuring fulfillment of the State's responsibilities under the Individuals with

Disabilities Act of 2004 and its implemented regulations, 34 CFR Parts 300 and 303. CDS consists of nine regional sites and a State office. The State CDS Office maintains a central data management system, system-wide policies and procedures, and provides centralized fiscal services for the regional CDS sites. Each regional CDS site conducts Child Find (the process of identifying children with disabilities and developmental delays) to locate, identify, and, if eligible, provide services for children ages birth to school-age five who are eligible for Early Intervention and/or FAPE services under Part C and Part B/619 of IDEA.

Department of Health and Human Services – Office of Child and Family Services

The Department of Health and Human Services' (DHHS) Office of Child and Family Services (OCFS) supports Maine's children and their families by providing Children's Behavioral Health, Child Welfare, and Early Childhood and Prevention Services.

Child Development and Behavioral Health Services

The State mental health authority is the Department of Health and Human Services, with the focal point for children's mental health in Children's Behavioral Health Services (CBHS). The statutory authority for the Children's Mental Health Program is cited in PL 1998, c. 790, as amended. CBHS supports and, as part of its responsibilities, serves children age birth to school-age five, who have developmental disabilities or demonstrated developmental delays, and children and adolescents birth through 20 years of age, who have treatment needs related to severe emotional disorders, intellectual disabilities, autism spectrum disorders, developmental disabilities, or emotional and behavioral health needs. CBHS provides a comprehensive array of habilitation and treatment services through contracted community-based agencies to the extent of available resources and works collaboratively with MaineCare on MaineCare-funded mental and behavioral health services for children. Within child development the Department oversees Maine's Child Care Subsidy Program (CCSP) and other initiatives to support the quality and accessibility of child care services for Maine's children and families.

Child Welfare

Child Welfare seeks safety, well-being, and permanent homes for children, working with professionalism and respecting the dignity of all families. Child abuse reports are investigated on behalf of Maine communities, working to keep children safe and to guide families in creating safe homes for children.

Department of Health and Human Services – Maine Center for Disease Control and Prevention

The goal of the Maine Center for Disease Control and Prevention (Maine CDC) is to preserve, protect, and promote the health of all Maine people. Maine CDC's Division of Disease Prevention, as well as its Division of Public Health Nursing are Maine's designated entities for ensuring systems of care and services for the maternal and child health (MCH) population through the Title V (of the Social Security Act) Program. The specific programs within these two divisions relevant to this MOU include the Children with Special Health Needs Program (which include newborn screening), the WIC Program, and Public Health Nursing.

Children with Special Health Needs Program

The Children with Special Health Needs Program (CSHN) plans, implements, and evaluates

public health programs for children with special health needs/chronic conditions up to age 22. CSHN works to achieve six critical systems outcomes: family/professional partnership at all levels of decision-making, access to coordinated comprehensive care within a medical home, access to adequate private and/or public insurance to pay for needed services, early and continuous screening for special health needs, organization of community services for easy use, and transition to adult health care, work and independence.

Newborn Screening

- Newborn Bloodspot Screening ensures that all infants benefit from early identification and treatment, to prevent or mitigate the effects of inborn errors of metabolism and other disorders, cognitive disabilities, serious illness, or death.
- Newborn Hearing Screening supports early identification and timely and appropriate intervention for hearing loss for children at birth through 3 years of age.
- Birth Defects Screening uses a public health approach to assess the full impact of birth defects on Maine children and their families, improve access to specialty services for families, and locate resources for emotional and economic support.

Women, Infants, and Children Program

- Women, Infants, and Children (WIC) is a supplemental nutrition program offering complete nutrition care; healthy food benefits, including fruits and vegetables, whole grains, plus milk and formula; nutrition education; breastfeeding supplies; and support and referrals to other services.

Division of Public Health Nursing

The Division of Public Health Nursing provides short-term or intermittent nursing services to medically fragile residents of Maine who meet eligibility criteria.

IV. RESPONSIBILITIES OF EACH PARTY

Department of Education - Child Development Services

Child Development Services (CDS) will assume the following responsibilities:

- a. Ensure that all infants and toddlers, birth to three years, with a diagnosed condition that is likely to result in a developmental delay and referred to CDS, are determined eligible for Early Intervention based on their established condition.
- b. Ensure that all infants and toddlers, birth to three years, identified per the Child Abuse Prevention and Treatment Act (CAPTA) and referred to CDS are, at minimum, offered a developmental screening and/or evaluation to determine their eligibility for Early Intervention.
- c. Ensure that all CDS staff and contracted providers receive annual training in Mandated Reporting Requirements.

- d. Ensure that all CDS staff and contracted providers report suspected child abuse and/or neglect in accordance to statute Title 22, M.R.S. §4011-A REPORTING OF SUSPECTED ABUSE OR NEGLECT.
- e. Ensure that families of all infants and toddlers, birth to three years, who are referred to CDS and are initially determined to be ineligible for Early Intervention, are offered a three-month follow-up contact to determine the child's progress.
- f. Notify DHHS if the parent/caregiver has signed a CDS *Authorization to Release and/or Share Information and Educational Records* of the status of children birth to school-age five who have been referred to CDS upon request.
- g. Request written consent from the family to provide CSHN with the following information as appropriate:
 - i. Family accepted/declined developmental screening/evaluation;
 - ii. Date and result of developmental screening/evaluation, if any; and/or
 - iii. Date and type of services initiated, if any.
- h. Notify Maine CDC Newborn Hearing Screening of any child who is referred to CDS by an audiologist due to hearing loss, as well as the status of the child (i.e., file active/inactive, eligibility determination, planned services, etc.).
- i. Notify Maine CDC Newborn Hearing Screening of any child who, over the course of receiving services from CDS, is determined to have hearing loss.
- j. Provide annual trainings about CDS services and the referral process to DHHS regional sites and contracting providers.
- k. Participate in Child Welfare and Child Care advisory groups upon request.
- l. Foster collaboration at the State and local levels with DHHS offices and contracted agencies.
- m. Provide annual aggregate data on child-find counts, referrals from DHHS, and ad hoc reports, upon request and as resources allow.
- n. Refer all eligible and/or potentially eligible children and families to DHHS programs and services including, but not limited to, Children's Behavioral Health Services, Child Welfare, Public Health Nursing, WIC, Children with Special Health Needs, Child Care Subsidy, and Early Head Start/Head Start.
- o. Provide a central point of contact for all referrals made by DHHS.
- p. Participate on the cross-Department team (see Section VI).

The Office of Child and Family Services (OCFS) will assume the following responsibilities:

- a. *Child Welfare* will:
 - i. Refer all children under three years of age who are victims in cases of substantiated child abuse and/or neglect, or are part of the same household, to CDS.
 - ii. Refer all children under three years of age who are identified as a Substance Exposed Infant (SEI) to CDS.
 - iii. Refer any children under five years of age where there is concern about the child's development to CDS.
 - iv. Ensure that all referrals made to CDS are comprehensive and provide the most accurate, up-to-date information possible within guidelines.
 - v. Coordinate annual staff training on CDS services and the referral process.
 - vi. Include CDS team members in family team meetings, case planning, and/or service planning in accordance with policy.
 - vii. Participate in the State Interagency Coordinating Council (SICC).

- b. *Child Development and Behavioral Health Services* will:
 - i. Partner with DOE/CDS to provide trainings to CBHS staff and the Children's Behavioral Health Provider community about CDS services and the referral process.
 - ii. Invite DOE/CDS to participate in State and local-level case review meetings as appropriate.
 - iii. Invite DOE/CDS to participate in program discussions related to behavioral health services, including Section 28 Services.
 - iv. Include DOE/CDS in case planning activities and/or meetings, as appropriate.
 - v. Share information regarding upcoming reviews of programs authorized by both DOE/CDS and CBHS and partner as much as possible.
 - vi. Coordinate annual staff training on CDS services and the referral process.
 - vii. Participate in the State Interagency Coordinating Council (SICC).
 - viii. Provide a central point of contact for all CDS referral questions.
 - ix. Participate in the State Interagency Coordinating Council (SICC).
 - x. Participate on the cross-Department team (see Section VI).
 - xi. Coordinate annual staff training on CDS services and the referral process.
 - xii. Provide educational materials about CDS to childcare subsidy program recipients.

Department of Health and Human Services – Maine Center for Disease Control and Prevention

Maine CDC will assume the following responsibilities:

- a. *Newborn Bloodspot Screening* will refer to CDS all infants identified with a condition on the *Established Conditions for the Purposes of CDS Early Intervention Eligibility* list.

- b. *Newborn Hearing Screening* will refer to CDS all children for whom the program has received confirmation of permanent hearing loss within one month of receiving a diagnostic audiological report.

- c. *Birth Defects Screening* will refer to CDS all infants identified with a condition on

the *Established Conditions for the Purposes of CDS Early Intervention Eligibility* list, as well as all infants found to be at risk for a development delay.

- d. *Public Health Nursing* will, with the written authorization of the parent or guardian:
 - i. Refer all children under five years of age to CDS by using a state-wide referral system (i.e., CradleME, Help Me Grow, etc.) when a concern about the child's development has been identified by a nursing assessment, developmental screening, and/or the parent.
 - ii. Refer all children under three years of age who have been diagnosed with a condition on the *Established Conditions for the Purposes of CDS Early Intervention Eligibility* list to CDS using a state-wide referral system (i.e., CradleME, Help Me Grow, etc.).
 - iii. Participate in Individualized Family Service Plan (IFSP) and Individual Education Program (IEP) team meetings as appropriate.

- e. *WIC* will, with the written authorization of the parent or guardian:
 - i. Refer all children under five years of age to CDS using a state-wide referral system (i.e., CradleME, Help Me Grow, etc.) when a concern about the child's development has been identified by a nursing assessment, developmental screening, and/or the parent.
 - ii. Refer all children under three years of age who have been diagnosed with a condition on the *Established Conditions for the Purposes of CDS Early Intervention Eligibility* list to CDS using a state-wide referral system (i.e., CradleME, Help Me Grow, etc.).
 - iii. Follow-up on referrals made to CDS by sharing the names of children that were referred using a state-wide referral system (i.e., CradleME, Help Me Grow, etc.) on a periodic basis to ensure the accuracy of referral data.

V. CONFIDENTIALITY

The Parties agree to use commercially reasonable practices to maintain the confidentiality of information regarding children and families being served under this Memorandum of Understanding.

To the extent that the services carried out under this agreement involve the use, disclosure, access to, acquisition, or maintenance of information that actually or reasonably could identify an individual or family receiving benefits or services from or through DHHS ("Protected Information"), DOE/CDS agrees to a) maintain the confidentiality and security of such Protected Information as required by applicable state and federal laws, rules, regulations and DHHS policy, b) contact DHHS within 24 hours of a privacy or security incident that actually or potentially could be a breach of Protected Information, and c) cooperate with DHHS in its investigation and any required reporting and notification of individuals regarding such incident involving Protected Information. To the extent that a breach of Protected Information is caused by DOE/CDS or one of its subcontractors or agents, DOE/CDS agrees to pay the cost of notification, as well as any financial costs and/or penalties incurred by DHHS, as a result of such breach.

To the extent that the services carried out under this Agreement involve the use, disclosure, access to, acquisition, or maintenance of information from education records that actually or reasonably

could identify a student (“Protected Education Records”) , DHHS agrees to a) maintain the confidentiality and security of such Protected Education Records as required by applicable state and federal laws, rules, regulations, and DOE policy, b) contact DOE within 24 hours of a privacy or security incident that actually or potentially could be a breach of Protected Education Records and c) cooperate with DOE in its investigation and any required reporting and notification of individuals regarding such incident involving Protected Education Records. To the extent that a breach of Protected Education Records is caused by DHHS or one of its subcontractors or agents, DHHS agrees to pay the cost of notification, as well as any financial costs and/or penalties incurred by DOE as a result of such breach.

VI. QUALITY ASSURANCE TEAM

A cross-Department team will conduct an annual review to ensure implementation and sustainability of the provisions of this interagency agreement at both the State and local levels. This team will be comprised of staff from both Departments and will provide updates and recommendations to the Commissioners. Among its responsibilities, this team will meet at least annually to make revisions/updates to this Memorandum of Understanding as necessary, identify and troubleshoot any barriers encountered during implementation of the Memorandum of Understanding, attempt to resolve any disputes through collaborative problem solving methods, and refer to the respective Commissioners for final resolution if a dispute cannot be resolved through collaborative problem solving (see Section VIII).

VII. IMPLEMENTATION

Effective implementation requires ongoing communication and sharing of information between the parties. It is especially critical that any changes in resources, regulations, policies, and procedures that affect children served jointly by DOE/CDS and DHHS/OCFS/Maine CDC be immediately communicated and that coordinated efforts are made to mitigate any negative impact that may occur as a result of those changes.

VIII. DISPUTE RESOLUTION

a. Interagency

In instances of interagency conflict, the process and procedures as outlined in this contract, are to ensure services to which a child is entitled to receive are neither delayed nor denied due to the conflict. These conflicts may include issues of compliance with the federal statutory and regulatory expectations of the Part C/Early Intervention section of IDEA/MUSER; the responsibility for provision of or payment for services; the process for evaluation and placement; or other matters related to IDEA/MUSER.

The following steps shall be taken to resolve an interagency dispute:

1. All attempts should be made to resolve disputes at the lowest operational level.
2. When disputes cannot be resolved at the lowest operational level in a reasonable time, they shall be referred in writing to the State Director of CDS and the State

Director of OCFS and/or the Maine CDC.

3. If resolution is not achieved within thirty (30) calendar days of receipt, the matter shall be referred to the Commissioner of the Department of Education and the Commissioner of the Department of Health and Human Services for resolution.

Any final decision will be shared, in writing, with the parties involved in the dispute.

b. Intra-agency

Intra-agency disputes concerning the implementation of this Memorandum of Understanding shall be resolved in accordance with each Department's established policies and procedures.

c. Continuation of Services during Dispute Resolution

To ensure that services required under a child's IEP/IFSP are not delayed or denied while responsibility of payment is being determined, the Maine DOE/CDS shall pay for the support or service, in accordance with payor of last resort provisions.

If, during the resolution of the dispute, it is determined that the assignment of financial responsibility was inappropriately made, DOE/CDS agrees to:

- i. Reassign the responsibility to the appropriate agency.
- ii. Make arrangement for the reimbursement of any expenditures incurred by the participating agency.

IX. AMENDMENTS AND TERMINATION

Changes or addendums to this Memorandum of Understanding will only be made upon written request from either party following discussion and written agreement by both parties. The terms of this Memorandum of Understanding will not be waived, modified, or amended, except by mutual written agreement.

This Memorandum of Understanding will be reviewed by the parties, at a minimum, on an annual basis.

All notices regarding this Memorandum of Understanding will be sent to the parties at the following addresses:

Roberta Lucas, State Director
Maine Department of Education - Child Development Services
111 Sewell Street
146 State House Station
Augusta, ME 04333

Todd Landry, State Director
Maine Department of Health and Human Services - Office of Child and Family Services
109 Capitol Street
11 State House Station
Augusta, ME 04333

Nirav D. Shah, State Director
Maine Department of Health and Human Services – Maine Center for Disease Control and
Prevention
286 Water Street
State House Station 11
Augusta, ME 04333

X. ENTIRETY OF AGREEMENT

This Memorandum of Understanding represents the entire and integrated agreement between the parties and supersedes and cancels all prior written and oral agreements and understandings with respect to the subject matter of this Memorandum of Understanding.

XI. TERM OF AGREEMENT

This Memorandum of Understanding is effective for five (5) years from the date of its signing.

XII. SIGNATURES

This Memorandum of Understanding is executed on behalf of the Maine Department of Health and Human Services and the Maine Department of Education through the undersigned representatives. The parties agree that this Memorandum of Understanding will be in effect from March xx, 2022 through July 31, 2026.

Jeanne M. Lambrew, Ph.D., Commissioner
Maine Department of Health and Human Services

Date

Pender Makin, Commissioner
Maine Department of Education

Date