

MEMORANDUM OF UNDERSTANDING

Contract #000000000000000000056330

This Memorandum of Understanding ("Memorandum") is entered into by and between the Indiana Family and Social Services Administration, Division of Disability and Rehabilitative Services (FSSA) and Indiana Department of Child Services (DCS). In consideration of those mutual undertakings, the parties agree as follows:

I. Background and Purpose

The purpose of this MOU is to set out an agreement between the parties as to the respective duties of FSSA/DDRS/BCDS and DCS regarding the identification, referral, developmental screening, and, as applicable, evaluation of children ages birth to three (3) years of age who are the subject of a substantiated case of abuse or neglect or who are directly affected by illegal substance abuse or withdrawal symptoms resulting from prenatal drug exposure. This MOU establishes the agreement that DCS will identify such children and refer them to Indiana's IDEA Part C early intervention program for infants and toddlers with disabilities ("First Steps Program") and that FSSA will provide developmental screenings or evaluations for these children through the First Steps Program. The requirements within this MOU are established pursuant to section 637(a)(6)(B) of Part C of the Individuals with Disabilities Education Act (IDEA) and section 106(b)(2)(A)(xxii) of the Child Abuse Prevention and Treatment Act (CAPTA).

II. Definitions

For the purpose of this MOU, the following definitions apply:

- **First Steps developmental screening:** The purpose of a developmental screen in the First Steps Program is to determine whether a child meets typical developmental milestones in playing, learning, speaking, behaving, and moving. First Steps may elect to provide a developmental screen for a referred child to determine whether the child is suspected of having a disability or developmental delay.
- **First Steps evaluation:** The purpose of an evaluation is to determine eligibility for First Steps. Being eligible for First Steps means that the child has been identified through the evaluation as having a disability or developmental delay according to how those terms are defined by First Steps. A parent has the right to request an evaluation at any time. "Parent" has the meaning set forth in 34 CFR 303.27 and includes:
 - A biological or adoptive parent of the child;
 - A foster parent (unless State law, regulations, or contractual obligations with a State or local entity prohibit a foster parent from acting as a parent);
 - A guardian generally authorized to act as the child's parent, or authorized to make early intervention, educational, health, or developmental decisions for the child (but not the State if the child is a ward of the State);
 - An individual acting in place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the child lives, or an individual who is legally responsible for the child's welfare; or
 - A surrogate parent who has been appointed in accordance with 34 CFR 303.422 or section 639(a)(5) of the Individuals with Disabilities Education Act, as amended.
- **Birth to three:** Birth to three refers to the period of time up to but not including the child's third birthday.

III. Provisions

A. Responsibilities of DCS:

1. The DCS family case manager ("Family FCM" or "FCM") will complete a CANS (child and adolescent needs and strengths) assessment for any child involved in a substantiated case of child abuse or neglect.
2. DCS will identify any child aged birth to three who is the subject of a substantiated case of abuse or neglect, including children who are identified as affected by illegal substance abuse or withdrawal symptoms resulting from prenatal drug exposure, and notify First Steps according to the procedures agreed upon in this MOU. The DCS FCM will explain to the parent the purpose of a developmental screening and the First Steps Program. The DCS FCM should also:
 - a. explain to the family that First Steps will contact DCS if they are unsuccessful in reaching the family, and
 - b. Reinforce that First Steps is a voluntary program.
3. By the 10th of each month, DCS will send a list of identified children to First Steps utilizing a contact list provided by FSSA/DDRS/BCDS.
4. The monthly referral list will include the following information:
 - a. Child's first and last name;
 - b. Child's county of residence;
 - c. DCS FCM's name and contact information;
 - d. The parent's name and contact information including address and zip code;
 - e. For children with an open involvement, the name and contact information for the ongoing FCM and FCM supervisor and, if applicable, the placement caregiver's name and contact information including address and zip code;
 - f. Child's CANS results for the following items and levels:

Trauma Module	Level(s)
Sexual abuse	1, 2, 3
Physical abuse	1, 2, 3
Neglect	2, 3
Emotional abuse	2, 3
Affect regulation	3
Life Functioning Domain	Level(s)
Family functioning	3
Social functioning	2, 3
Developmental disabilities	1, 2, 3
Recreation/play	3
Motor	1, 2, 3
Communication	2, 3
Physical	1, 2, 3
Child Behavioral/Emotional Need Domain	Level(s)
Attachment	2, 3
Failure to thrive	2, 3
Anxiety	2, 3
Atypical behaviors	2, 3
Adjustment to trauma	2, 3
Child Risk Factor Domain	Level(s)
Birth weight	2, 3
Substance exposure	2, 3
Regulatory Functioning Module	Level(s)
Eating	2, 3

5. Pursuant to section III. B. 6, DCS representative(s) will make a good faith effort to attend Individualized Family Service Plan ("IFSP") meetings as invited.

B. Responsibilities of FSSA/DDRS/BCDS (First Steps)

1. Upon receipt of the monthly referral list, First Steps will contact each family in accordance with the following procedures:
 - a. Children referred with at least one of the CANS levels identified in section III. A.4.f. will be offered an evaluation in accordance with the requirements at [34 CFR 303.321](#).
 - b. If the child does not have at least one of the CANS levels identified in section III. A.4.f., First Steps will offer a developmental screening in accordance with the requirements at [34 CFR 303.320](#).
2. At the time of contact with a family who has been referred by DCS, First Steps will request consent to share information with the referral source (DCS). First Steps will then provide DCS a monthly report of families who have provided consent. The report will include the following as applicable:
 - a. Child's name
 - b. Child's address
 - c. Child's date of birth
 - d. Referral date
 - e. First Steps made contact with family (yes/no)
 - f. Family gave consent to share information (yes/no)
 - g. Child's First Steps ID number
 - h. Parent's name
 - i. Name of the First Steps system point of entry ("SPOE") responsible for the referral and service coordination
 - j. SPOE contact information
 - k. Developmental screening status (delay suspected/not suspected, not yet applicable, parent declined/exit)
 - l. Evaluation status (scheduled, completed, not yet applicable, or parent declined/exit)
 - m. Eligibility status (yes, no, pending, not yet applicable, or parent declined/exit)
 - n. IFSP status (IFSP date, not yet applicable, or parent declined/exit)
 - o. Exit date if applicable
 - p. Exit reason if applicable
3. For children and families who are receiving ongoing services through both First Steps and DCS, First Steps will seek parental consent to invite key DCS representative(s) to participate in the family's Individual Family Service Plan (IFSP) team meetings.
4. For late referrals (children referred to First Steps fewer than 45 days before their third birthday), First Steps is not required to conduct a screening or evaluation but with parent consent will refer the child to the Indiana Department of Education and local school.

IV. Term

- A. This MOA shall be effective for a period of 13 months. It shall commence on October 1, 2021 and shall remain in effect through September 30, 2022.
- B. Any amendment or renewal of this MOU shall be made in writing, agreed to by the Parties and signed by the Parties and the Indiana State Budget Agency. Any renewal of this MOU shall not exceed the original term.

V. Disputes

If any dispute arises with respect to the MOU, the parties agree to act immediately to resolve the dispute. If the parties to a dispute cannot resolve the dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply: The parties agree to resolve such matters through submission of their dispute to both the Director of First Steps and the DCS Deputy Director of Field Operations. The Director of First Steps and the DCS Deputy Director of Fields Operations DCS shall confer and produce a decision in writing and furnish a copy thereof to the parties in dispute. Any dispute arising hereunder that cannot be resolved by the Director of First Steps and the DCS Deputy Director, or their designees, shall be promptly submitted to the Secretary of FSSA and the Director of the DCS for resolution. If still unresolved, the dispute shall be submitted to the Secretary of the Indiana Department of Administration ("IDOA").

VI. Modification of Agreement

- A. This Agreement may be amended by mutual consent. Any such amendment shall be by written agreement of the parties executed with the same formality as this original Agreement.
- B. No waiver of any provision hereunder shall operate as an amendment or bind a party to future waiver of the same unless incorporated in an amendment pursuant to IV.A. above.
- C. This MOU may be rendered null and void, in whole or in part, by changes in federal or state law or if funding and appropriations prevent any party from fulfilling its terms. In such an event, each party agrees to notify the other as soon as possible.

VII. Notice to Parties

Whenever any notice, statement or other correspondence is required under this MOA, it shall be sent, via email, to the following, unless otherwise specifically advised:

- A. Notices to FSSA/DDRS/Director of First Steps shall be sent to:
 - 1. Christina Commons, Director of First Steps, Christina.Commons@fssa.in.gov (or successor)
 - 2. Kim Opsahl, Director of the Division of Disabilities and Rehabilitative Services, Kimberly.Opsahl@fssa.in.gov (or successor)
- B. Notices to the Department of Child Services shall be sent to Sarah Sailors, Deputy Director of Field Operations, Sarah.Sailors@dcs.in.gov. (or successor)

VIII. Severability

The invalidity of any section, subsection, clause or provision of this agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions.

XI. Confidentiality

The parties understand and agree that data, materials and information disclosed may contain confidential and protected data. Therefore, the parties agree that data, material, and information gathered, based upon or disclosed for the purposes of this Agreement,

will not be further disclosed to others without the prior written consent of DCS and FSSA, unless otherwise authorized under the terms of this Agreement.


Each agency that receives confidential information from another agency shall maintain the confidentiality of that information in accordance with I.C. § 4-1-6-8.5 and I.C. § 5-14-3-6.5.

XIII. Termination

- A. This MOU may be terminated by either party, upon reasonable notice, whenever, for any reason, either party determines that such termination is in its best interest.
- B. If either party has failed to comply with the terms of this agreement, either party may, upon thirty (30) days written notice to the other, terminate this agreement. The notice of termination shall state the reason(s) for the termination and the effective date.
- C. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, the Agreement shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

In Witness Whereof, STATE OF INDIANA and the Indiana Family and Social Services Administration, Division of Disability and Rehabilitative Services have, through their duly authorized representatives, entered into this Memorandum. The parties, having read and understood the foregoing terms of this Memorandum, do by their respective signatures dated below agree to the terms thereof.


Indiana Department of Child Services

DocuSigned by:
By: 
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Title: Executive Director

Date: 8/30/2021 | 14:30 EDT

Indiana Family and Social Services
Administration, Division of Disability and
Rehabilitative Services

DocuSigned by:
By:  - 00497
200C609BFD482...

Title: Director, DDRS

Date: 8/30/2021 | 15:09 EDT

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Electronically Approved by: State Budget Agency By: (for) Zachary Q. Jackson, Director	