

MEMORANDUM OF UNDERSTANDING

Contract #000000000000000000053624

This Intra-Agency Agreement ("IA") is entered into by and between the Indiana Family and Social Services Administration ("FSSA") Office of Early Childhood and Out-of-School Learning ("OECOSL") and the FSSA Division of Disability and Rehabilitative Services ("DDRS"), Bureau of Child Development Services, First Steps ("First Steps"). In consideration of those mutual undertakings, the parties agree as follows:

1. Purpose

The purpose of this IA is to memorialize an agreement whereby the OECOSL, the OECOSL Head Start State Collaboration Office ("HSSCO"), and First Steps will work together to promote collaboration among local Head Start / Early Head Start programs, early education and child care programs, and First Steps system points of entry ("SPOE"), local planning and coordinating councils ("LPCC"), and First Steps provider agencies in pursuit of improved service delivery, transitions, and outcomes for children and families.

2. Authority

Federal code and regulations require the state lead agency for early education and childcare (OECOSL); the state Head Start Collaboration Office (OECOSL); and the state lead agency for early intervention services under Part C of the Individuals with Disabilities Education Act (IDEA) (DDRS, First Steps) to engage in efforts that promote collaboration among Head Start / Early Head Start programs, early education and childcare programs, and IDEA Part C early intervention services.

Federal requirement	Citation	Applies to
"Grants...shall be used to: promote better linkages between Head Start agencies and other child and family agencies, including agencies that provide health, mental health, or family services, or other child or family supportive services, such as services provided under section 619 or Part C of the Individuals with Disabilities Education Act (20 U.S.C. 1419, 1431 et seq.)"	42 U.S.C. §9837b.(a)(2)(B)(iv) Head Start collaboration; State early education and care	HSSCO
"Each application must contain a description of State efforts to promote collaboration among Head Start and Early Head Start programs under the Head Start Act (42 U.S.C. 9801, et seq., as amended), early education and childcare programs, and services under this part."	34 C.F.R. §303.210(a) Coordination with Head Start and Early Head Start, early education, and childcare programs	First Steps
"The Lead Agency must expend funds ¹ from each fiscal year's allotment on quality activities pursuant to §§98.50(b) and 98.83(g) in accordance with an assessment of need by the Lead Agency. Such funds must be used to carry out at least one of the following quality activities to improve the quality of child care services for all children, regardless of CCDF receipt, in accordance with paragraph (d) of this section:... Improving the supply and quality of child care programs and services for infants and toddlers through activities, which may include:... Promoting and expanding child care providers' ability to provide developmentally appropriate services for infants and toddlers through, but not limited to:... Improved coordination with early intervention specialists who provide services for infants and toddlers with disabilities under part C of the Individuals with Disabilities Education Act (20 U.S.C. 1431. et seq.)"	45 C.F.R. §98.53(a)(4)(iii)(B) Activities to improve the quality of childcare	OECOSL

¹ No funds will be requested or exchanged through this agreement.

3. Activities

- 1) The parties will maintain consistent communication, through email and meetings, as necessary, to support ongoing collaboration efforts.
- 2) OECOSL will participate on the First Steps Interagency Coordinating Council and First Steps will participate on OECOSL committees and workgroups as requested and attend Head Start Association meetings as requested.
- 3) The parties will collaborate on guidance and support for local childcare/early care and education (ECE), Head Start/Early Head Start (HS/EHS), and early intervention (EI) programs as needed.
- 4) The parties will ensure coordination among local ECE, HS/EHS, and EI programs for purposes of meeting the needs of families and their infants and toddlers.
- 5) First Steps will participate in the annual Head Start survey.
- 6) The parties will coordinate and collaborate as appropriate on conferences and trainings for program personnel.
The parties will collaborate on other matters not listed as identified and agreed upon by the parties.

4. Disputes

If any dispute arises with respect to this IA 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 the Director of the OECOSL and the Director of the DDRS. The OECOSL and DDRS Directors shall 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 OECOSL and the Director of DDRS, or their designees, shall be promptly submitted to the Secretary of the Indiana FSSA for final resolution.

5. Modification and Renewal

The terms and provisions of the IA may be modified only through a written agreement, executed by both parties. Renewals of IAs are unlimited as agreed upon in writing by both parties.

6. Notice to Parties

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

A. Notices to FSSA/OECOSL shall be sent to:

Family and Social Services Administration
Director of the Office of Early Childhood and Out-of-School Learning
Division of Family Resources
402 W. Washington St., RM W-361
Indianapolis, IN 46204

And the FSSA state email inbox: EMPstate_review@fssa.in.gov

B. Notices to FSSA/DDRS shall be sent to:

Family and Social Services Administration
Director of the Division of Disability and Rehabilitative Services
402 W. Washington St., RM W-452, MS16
Indianapolis, IN 46204

7. TERMINATION OR SUSPENSION

This IA may be terminated or suspended by either party if the other party has failed to comply with the terms of this IA, or for any reason if such termination is in the best interest of the terminating party, upon written notice. The notice of termination or suspension shall state the reasons for termination or suspension.

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In Witness Whereof, STATE OF INDIANA and the Indiana Family and Social Services Administration 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.

Office of Early Childhood and Out-of-School Learning

DocuSigned by:
By: Nicole Norvell - 00497
Title: Director
Date: 8/9/2021 | 08:00 EDT

Indiana Family and Social Services
Administration

DocuSigned by:
By: Kimberly Opsahl - 00497
Title: Director, DDRS
Date: 8/9/2021 | 10:43 EDT

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