

**MEMORANDUM OF AGREEMENT
BETWEEN
UNIVERSITY OF GUAM CENTER FOR EXCELLENCE IN
DEVELOPMENTAL DISABILITIES EDUCATION, RESEARCH, AND
SERVICE, GUAM EARLY HEARING DETECTION AND INTERVENTION
PROJECT
AND
DEPARTMENT OF EDUCATION, DIVISION OF SPECIAL EDUCATION,
GUAM EARLY INTERVENTION SYSTEM**

THIS AGREEMENT is made and entered into by and between the Department of Education, Division of Special Education, Guam Early Intervention System (hereinafter referred to as **GEIS**) and University of Guam Center for Excellence in Developmental Disabilities Education, Research, & Service (hereinafter referred to as **UOG CEDDERS**) for the promotion and operation of the Guam Early Hearing Detection and Intervention (hereinafter referred to as **Guam EHDI**) project to ensure that all infants identified with hearing loss or who are at risk for hearing loss are provided with appropriate intervention services as specified by Guam Public Law 27-150, the Universal Newborn Hearing Screening and Intervention Act of 2004.

WHEREAS, GEIS is the unit responsible for developing Individual Family Service Plans (IFSPs), and are required by law to provide appropriate intervention services; and

WHEREAS, GEIS collaborates with Guam CEDDERS and DPHSS in the monitoring of infants with high risk conditions which may lead to hearing loss;

WHEREAS, GEIS has developed intervention protocols as required by both local and federal mandates; and

WHEREAS, GEIS collects and transmits the recommended Center for Disease Control and Prevention data fields to Guam ChildLink – EHDI, the web-based tracking, surveillance, and reporting data monitoring system for the Guam EHDI project, for all infants with hearing loss or those at risk and receive early intervention services; and

WHEREAS, GEIS informs parents of infants of the results of the hearing intervention services and encourages parents to share the information with their physician; and

WHEREAS, UOG CEDDERS Guam EHDI, Project Fitme is the recipient of funding under the U.S. Department of Health and Human Services (DHH), Health Resources and Services Administration (HRSA), CDFA 93.251, to support the development of a statewide program and system of care that ensures that infants and children under three years of age who are deaf or hard of hearing (D/HH) are identified through newborn and infant hearing screening and receive evaluation, diagnosis, and appropriate intervention that optimize their language, literacy, and social emotional development; and

WHEREAS, UOG CEDDERS is the recipient of the U.S. DHH, Center for Disease Control (CDC) and Prevention, EHDI Tracking and Surveillance and Integration Cooperative Agreement, Grant NO. 1NUR3DD000093-01-00; and

WHEREAS, the University of Guam is committed to the research-based education of teachers, nurses, social workers, and other professionals working with young children and their families: and

WHEREAS, UOG CEDDERS provides training and monitors performance of individuals responsible for performing hearing screening test; and

WHEREAS, UOG CEDDERS facilitates the Guam ChildLink-EHDI, the web-based data tracking, surveillance, and reporting system for the Guam EHDI project; and

WHEREAS, UOG CEDDERS facilitates collaboration with GEIS to implement the Universal Newborn Hearing Screening program; and

WHEREAS, GEIS and UOG CEDDERS have collaboratively provided resources and guidance for the establishment and the continued operations of Guam EHDI project since 2002; and

WHEREAS, IT IS IN THE MUTUAL INTEREST of GEIS and UOG CEDDERS to provide support necessary to fully implement an integrated, sustained, and collaborative effort to fully achieve the goals and objectives of the U.S. Department of Health and Human Services, Health Resources and Services Administration, Maternal Child Health Bureau Integrated Services Branch, Division of Services for Children with Special Needs, Grant Award No. 2H61MC24883-06-00 and U.S. Department of Health and Human Services, Center for Disease Control and Prevention, Early Hearing Detection and Intervention (EHDI) Tracking and Surveillance and Integration Cooperative Agreement, Grant No. 1NUR3DD000093-01-00 beyond the grant periods;

NOW THEREFORE, inconsideration of the following and foregoing conditions GEIS and UOG CEDDERS agree to promote the continuation of the Guam EHDI project through the following:

GEIS AGREES TO:

1. Collaborate in implementing the data tracking and surveillance system to include the transmission to Guam ChildLink - EHDI the following data fields:

IDENTIFICATION OF CASE

- a. Newborn infant's first, middle initial, last name
- b. GEIS & SPED Identification Number
- c. Residence Address City, State Zip
- d. Mailing address, City, State, Zip

HEARING RESCREEN

- e. Location of rescreen
- f. Screening site
- g. Screening Date
- h. Screener name
- i. Other [Other Screener Names]
- j. L (Ear) Result
- k. R (Ear) Result
- l. Screening/ Diagnostic Referral
- m. Screening Equipment Used
- n. Comments

DIAGNOSTIC AUDIOLOGICAL EVALUATION

- o. Location of DAE
- p. Test Date
- q. Test Type
- r. PCHL
- s. Hearing Loss Type
- t. Hearing Loss Severity
- u. Degree of Hearing Loss
- v. Interpretation
- w. Recommendations
- x. Audiologist name
- y. Physician Name
- z. Referral Code
- aa. Hearing Aid Fit
- bb. Note

EARLY INTERVENTION

- cc. Date of initial IFSP
- dd. Suspected Eligibility
- ee. Parents refused GEIS Services
- ff. Date of Refusal
- gg. Reason for Refusal
- hh. Eval Type
- ii. EI contacted family by
- jj. Toolkit given to family
- kk. Exit Date
- ll. ENT, Date, and Results
- mm. Date of Initial Transdisciplinary Evaluation and Age in Weeks
- nn. Date of Initial IFSP and Age in Weeks
- oo. Developmental Assessment, Date, and Evaluator
- pp. IFSP, Delivery of Service, Frequency, Intensity, Minutes, Type, Setting, Delivered by, and Service Began
- qq. Current Primary Physician/Medical Home
- rr. Referred to Parent Support Group
- ss. Communication Mode

2. Facilitate outpatient follow-up hearing re-screen for infants that fail initial hearing screening at the birthing site.
3. Accept referrals from Guam EHDI and DPHSS for infants who refer on the high-risk re-screen and provide timely intervention services.
4. Provide representation in the EHDI Advisory Committee and Quality Improvement (QI) Teams.
5. Participate in the Learning Communities to increase health professionals' engagement within and knowledge of the EHDI system.
6. Implement best practices relating to newborn hearing screening, data collection and reporting, and family engagement.

UOG CEDDERS AGREES TO:


1. Collaborate with GEIS and provide ongoing training on the importance of infant hearing screening, current trends, new technology procedures and intervention strategies.
2. Collect data, monitor, and track all infants born on Guam to ensure access to the Guam EHDI project.
3. Insure data collected electronically will be encrypted and electronic firewalls are in place to protect data access with the assurance that both Health Insurance Portability & Accountability Act (HIPPA) and Family Educational Rights and Privacy Act (FERPA) regulations for data security are in place.
4. Report quarterly the status of the goals and objectives of the Guam EHDI grant(s) to the Guam EHDI Advisory Committee.
5. Provide an annual report to the Guam Interagency Coordinating Council and GEIS on the status of the Guam EHDI on the status of the Guam EHDI Project.
6. Allow access to Guam ChildLink-EHDI on infants referred to GEIS to include demographics, screening, rescreening, and diagnostic audiological evaluation.


IT IS MUTUALLY AGREED:

1. To cooperate and coordinate with each other on the data collection.
2. That the terms of this Agreement may be revised or amended by mutual agreement as conditions or circumstances warrant.
3. That this agreement may be terminated or reviewed within 60 days and with written notice to all participating agencies. This agreement will be reviewed bi-annually from the date of implementation of this MOA.
4. That this MOA shall be effective immediately upon the completion of the signatures of all parties and shall remain in effect for three years or until terminated or modified consistent with the provisions contained herein.
5. That should any party have a dispute relative to enforcement, compliance, or execution of any of the agreements enumerated in this document, the parties shall attempt to amicably mediate a resolution.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the dates indicated by their respective names.

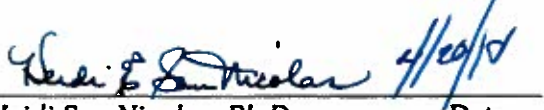
FOR THE DEPARTMENT OF EDUCATION


Erika R. Cruz, Date 4/18/18
Deputy Superintendent, Educational Support and Community Learning and Assessment and Accountability, DOE



Jon Fernandez, Date 4/18/18
Superintendent, DOE


James L.G. Stake, J.D. Date 4/13/18
Legal Counsel, DOE

FOR THE UNIVERSITY OF GUAM


Heidi San Nicolas, Ph.D. Date 4/20/18
Director, Guam CEDDERS

APPROVED BY:


Anita B. Enriquez, D.B.A. Date 8/1/18
Senior Vice President, Academic & Student Affairs


Victorina M. Y. Renacio, J.D. Date 4/26/18
Legal Counsel