

INTERAGENCY AGREEMENT

BETWEEN

**SAN LUIS OBISPO COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA**

AND

**SAN LUIS OBISPO COUNTY PUBLIC HEALTH
DEPARTMENT, CHILDREN'S MEDICAL SERVICES,
CALIFORNIA CHILDREN SERVICES,
MEDICAL THERAPY PROGRAM**

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INTERAGENCY AGREEMENT

San Luis Obispo County SELPA/California Children Services

Introduction

This Interagency Agreement was developed by representatives of the San Luis Obispo County Special Education Local Plan Area, and California Children Services with input from the Local Education Agencies, referred to in this agreement as Local School Districts. The purpose of this agreement is to specify the physical and occupational therapy services to be provided by CCS to eligible students within the San Luis Obispo County SELPA as part of their IEP and to specify the space and equipment for occupational and physical therapy to be provided for CCS by the San Luis Obispo County SELPA. This agreement is based upon a common interest in building a collaborative relationship, which results in the design and delivery of programs and services, which promote the physical health, and education of the student in the least restrictive environment.

It is intended to fulfill federal, state and local laws, regulations, standards and guidelines, ensuring the provision of medically necessary therapy services for all students with identified special needs. This agreement shall be reviewed annually by the participating agencies and approved as written or amended on or before July 1 of each year.

The intent of this agreement is to:

1. Determine, clarify and coordinate each agency's responsibilities to the student and his/her family, including which services are to be provided by each agency.
2. Establish a means of joint planning

which will ensure local resources are developed and utilized in the most effective manner including commitment of resources based on identified needs, and delineation of each agency's fiscal responsibilities in providing needed services to the individual.

3. Establish, facilitate and maintain communication and collaboration between agencies.
4. Ensure that each agency conforms to legislative mandates and to the intent of such mandates.
5. Establish procedures for reviewing and updating the interagency agreement as necessary.
6. Provide an uninterrupted flow of education to the student as indicated in each Individualized Education Plan and of therapy services as indicated in the CCS Medical Therapy Plan.
7. Assure non-duplication of service.

Explanation of Abbreviations

CCS	California Children Services
DME-R	Durable Medical Equipment-Rehabilitation
IEP	Individualized Education Plan
IFSP	Individualized Family Service Plan
LEA	Local Education Agency
MTC	Medical Therapy Conference
MTP	Medical Therapy Program
MTU	Medical Therapy Unit
OT	Occupational Therapy
PT	Physical Therapy
SELPA	Special Education Local Plan Area

ADMINISTRATION
Interagency Communication

EDUCATION will:

Appoint the SELPA Director as liaison to CCS.

Appoint the Director of Special Education in each LEA as the contact person.

CALIFORNIA CHILDREN SERVICES will:

Appoint the CCS Supervising Therapist as the liaison to CCS.

Agency Roles and Responsibilities

EDUCATION will:

Provide the appropriate educational program and environment for individuals with exceptional needs according to the IEP and federal and state laws

Utilize all services available through CCS before expending educational funds to provide such services to students with identified special needs.

Assess students who may need assistive technology for education needs.

Provide educationally based assistive technology based assessment

CALIFORNIA CHILDREN SERVICES will:

Under medical supervision, provide medically necessary OT and PT services in accordance with the CCS approved therapy plan and CCS policies and guidelines.

Assure that services provided by physicians and OT/PT are in accordance with state licensure or national certification and professional ethics.

Assess clients for assistive technology, which is medically related.

Work collaboratively with educators to assess students for technology dependent needs which are medically necessary in accordance with CCS policies and procedures.

Staff Development

EDUCATION will:

Share information with CCS regarding relevant SELPA/LEA staff development activities.

CALIFORNIA CHILDREN SERVICES will:

Share information with SELPA/LEAs regarding relevant CCS staff development activities.

Agency-to-Agency Dispute Resolution

EDUCATION will:

Ensure that the dispute resolution procedures not interfere with the right of a student with a disability to receive a free, appropriate public education.

Agree to work cooperatively with CCS.

Make every attempt to resolve a dispute at the lowest possible administrative level.

Seek resolution of a dispute through involvement of the SELPA Director prior to requesting intervention by the Superintendent of Public Instruction.

CALIFORNIA CHILDREN SERVICES will:

Ensure that the dispute resolution procedures not interfere with the right of a client with a disability to receive a free, appropriate public education.

Agree to work cooperatively with SELPA and the LEAs.

Make every attempt to resolve a dispute at the lowest possible administrative level.

Seek resolution of a dispute through involvement of the CCS Supervising Therapist prior to requesting intervention by the Southern California Regional Office of CCS.

Facilities

EDUCATION will:

Provide the MTU with the facility space necessary to provide therapy services per current state guidelines with state approval.

Maintain the MTUs/satellites open and available on a twelve-month basis for the exclusive use of the staff when MTP services are being provided.

Provide adequate, accessible storage for MTP equipment on the MTU/satellite, when needed.

Provide routine maintenance and custodial services to the MTU/satellite sites throughout the calendar year.

CALIFORNIA CHILDREN SERVICES will:

Collaborate with the LEA or SELPA to establish new MTUs/satellites and/or modify or relocate existing MTUs/satellites per current state guidelines and with state approval.

Utilize the MTU/satellites for the provision of MTP services including staff development and provider consultation.

Develop a plan when needed with the LEA and SELPA to utilize MTU/satellite space when not in use by the MTP staff.

Notify the responsible SELPA when non-routine maintenance is required for a MTP site

Equipment and Supplies

EDUCATION will:

Establish an annual budget for CCS equipment.

Establish an annual budget for the replacement of office supplies as necessary. Such supplies are outlined in the state interagency agreement.

Allow for budget carryover into the next fiscal year.

Plan for cooperative use of equipment when not in use by the CCS.

Maintain ownership of and assume responsibility for any equipment purchased by SELPA for the MTP.

Repair and replace SELPA purchased equipment as necessary.

Access to a copy machine for use by the MTU.

CALIFORNIA CHILDREN SERVICES will:

Determine the equipment and supplies needed for treatment at each MTU/satellite.

Submit to the SELPA, on an annual basis prior to April 15th, a list of equipment and supply needs not to exceed an annual budgeted amount.

For replacement of essential equipment CCS will submit to the SELPA a request prior to April 15th.

Plan for cooperative use of equipment when not in use by the CCS staff.

Instruct parents/caregivers/educational staff in the use and safety precautions of DME-R and prosthetics and orthotics recommended by the CCS for individual use.

Deduct from the SELPA annual expense allocation for CCS, the actual cost of CCS copies except those necessary for inclusion in the IEP, made on school copy machines.

Notify the responsible SELPA when replacement or repair of equipment is required for the safety of students.

Reimbursement of LEAs/SELPA for Medical Services to CCS Eligible Individuals

EDUCATION will:

When CCS cannot provide the therapy services in an approved therapy plan identified in the child's IEP, the attached letter between CCS and SELPA dated 10/17/01 shall be followed.

(see attached letter)

Federal law permits LEAs or SELPA to

CALIFORNIA CHILDREN SERVICES will:

CCS will make every reasonable effort to provide services to eligible clients.

CCS will follow guidelines of the Department of Health Care Services N.L.: 18-0901 Memorandum 10/17/2001 Reimbursement of LEAs or SELPA for Provision of Medically Necessary Therapy Services to Children Medically Eligible for CCS/Medical Therapy

EDUCATION will:

seek reimbursement for any related service identified in the child's IEP that they provide or purchase on behalf of another state agency. Refer to Department of Health Care Services N.L:18-0901 Memorandum 10/17/2001. Reimbursement of LEA or SELPA for Provision of Medically Necessary Therapy Services to Children Medically Eligible for CCS/Medical Therapy Program (attachment).

CALIFORNIA CHILDREN SERVICES will:

Program (attachment).

INDIVIDUAL'S SERVICE NEEDS
Referral, Assessment & Exchange of Information

EDUCATION will:

Accept referrals from CCS of students suspected of needing special education services.

Facilitate any student under age 21 who has or is suspected of having a medical condition which is eligible for diagnostic or treatment services in contacting CCS.

Refer the parent to CCS when a student who has been receiving CCS therapy in another county moves to San Luis Obispo County.

Refer the parent to CCS when a student who has been receiving OT/PT per an out-of-state IEP and is suspected of having an eligible condition.

Submit referral packet and application for students who the IEP team may suspect is eligible for CCS services.

Evaluate students according to the assessment requirements of federal and state laws.

CALIFORNIA CHILDREN SERVICES will:

Refer students receiving services from CCS and suspected of needing special education assessment or services to the LEA.

Review LEA referrals of any student which meets criteria or appears to meet criteria for CCS services.

Inform the parent and the LEA within 5 days of determining medical eligibility.

Forward a copy of the approved OT/PT/CCS therapy summary and the MTP to the parent and, with parent consent, to the LEA case

EDUCATION will:

With parent consent, send an education representative to the Medical Therapy Conference and notify the CCS in advance of who will attend

Schedule an IEP team meeting to be held within 60 days from the date parent consent for an assessment is received by the LEA.

Ensure confidentiality of the educational and medical records as required by federal and state laws regulations.

CALIFORNIA CHILDREN SERVICES will:

manager. When there is a change in the frequency and duration of the MTP, CCS shall identify the initiation date to be 10 days after receiving signature date of the managing physician.

Provide diagnostic, treatment, and CCS services according to program policies and guidelines within the approved time lines.

With parent consent, give reasonable notice to the LEA of a Medical Therapy Conference for students with an IEP.

Ensure confidentiality of the CCS medical records as required by federal and state laws and regulations.

IEP/IFSP

EDUCATION will:

Provide reasonable notice to the appropriate MTU/satellite of all IEP/IFSP team meetings for those students eligible for the MTP.

Attach the OT/PT/CCS MTP to the IEP/IFSP as documentation of the related service and identify CCS as an agency service provider.

With parent consent, send a copy of the IEP/IFSP to the MTP when CCS OT/PT services are included.

CALIFORNIA CHILDREN SERVICES will:

With parent consent, assure a CCS OT/PT participates in development of the IEP/IFSP by attendance or teleconference and written recommendations.

Limit the participation of the CCS OT/PT to discussion of the Medical Therapy Plan.

Collaborate with the IEP/IFSP team so as not to duplicate services.

Least Restrictive Environment

EDUCATION will:

Ensure that, to the maximum extent appropriate, students with disabilities are educated in the least restrictive environment.

CALIFORNIA CHILDREN SERVICES will:

Assist the LEA in evaluating those aspects of the student's physical disability relating to placement in the least restrictive environment.

Provision of Services in the Classroom

EDUCATION will:

Request classroom instruction, monitoring or observation for students with current Medical Therapy Plans.

CALIFORNIA CHILDREN SERVICES will:

Provide instruction, monitoring or observation in the classroom when requested by the teacher and when part of the student's current Medical Therapy Plan.

Transportation

EDUCATION will:

Provide transportation to and from the MTU/satellite during the hours of the student's school program when requested by the parent and included on the IEP/IFSP as a related service.

The case manager will work with CCS to coordinate scheduling that least impacts the student's schedule.

CALIFORNIA CHILDREN SERVICES will:

Inform the LEA-case manager of transportation needs when CCS OT/PT is included on the IEP/IFSP.

Make every effort to provide OT/PT at the closest MTU to the student's school site and will consider the student's schedule to ensure the least disruption to their academic instruction.

Procedural Safeguards/Due Process

EDUCATION will:

Inform parents of their procedural rights under federal and state law.

Participate with CCS in a due process hearing; take part in a local mediation panel, conference or due process hearing if convened.

CALIFORNIA CHILDREN SERVICES will:

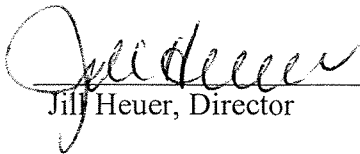
Offer dispute resolution through physician expert opinion when the parent is in disagreement with the MTP decision.

If joined with education in a due process hearing, take part in a local mediation panel, mediation conference or due process hearing if convened.

Continue to provide the same level of OT/PT service until all parties agree upon the negotiated settlement or through order of a due process hearing.

INTERAGENCY AGREEMENT APPROVAL

This agreement shall commence on the effective date of approval by the signatures, whichever occurs first, and shall be reviewed annually.



Jill Heuer, Director

San Luis Obispo County SELPA
(Special Education Local Plan Area)



Penny Borenstein, M.D., M.P.H.

Health Officer/Public Health Administrator
Public Health Department
San Luis Obispo County

3-31-09

Date

5/14/09

Date

