

**INTERAGENCY AGREEMENT
Part C**

between

TRI-COUNTIES REGIONAL CENTER

and

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

Adopted: *JANUARY 1, 1994*

Revised: *September 6, 2000*

Reviewed: *February 12, 2004*

Revised: *January 21, 2005*

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December, 2004**

I. PURPOSE

The purpose of this Agreement is to describe selected operating procedures of Tri-Counties Regional Center (TCRC) and San Luis Obispo County Special Education Local Plan Area (SELPA) relating to the implementation of *Part C of the Individuals with Disabilities Education Act* (hereinafter referred to as "*Part C of IDEA*") and the implementing regulations. This Agreement will define the components necessary to ensure effective cooperation and coordination between the two agencies in respect to referral procedures, assessment procedures, Individualized Family Service Plan (IFSP), transition procedures, service coordination, provision of services, payor of last resort, procedural safeguards, surrogate parents, and dispute resolution. TCRC and SELPA are obligated by their respective contracts with the Department of Developmental Services (DSS) and California Department of Education (CDE), to make a good faith effort to develop and maintain an interagency agreement.

II. PARTIES

The parties to this Agreement are Tri-Counties Regional Center and San Luis Obispo County Special Education Local Plan Area. For the purposes of this agreement, the SELPA will delegate authority to San Luis Obispo County Office of Education (SLOCOE) to serve as the Local Education Agency (LEA for Part C).

III. TARGET POPULATION

This Agreement applies to activities and services performed on behalf of infants and toddlers, birth through two years of age, and their families, who are eligible for early intervention services under *Part C of IDEA*, as defined in California statute, regulations, and policies. *California Early Intervention Services Act - California Government Code Title 14, Chapter 4, Section 95014* (Appendix A) further define the eligible population.

IV. "PAYOR OF LAST RESORT"

A. Financial Responsibility

TCRC and SELPA will operate within the provisions of the State Interagency Agreement executed between the DDS and the CDE of July 2000. The pertinent sections of the State Interagency Agreement pertaining to "payor of last resort" are as follows:

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1. Definition - In accordance with *Title 17, Section 52000(b)(37)* (Appendix E), the "payor of last resort" means TCRC or the LEA for Part C that is required to pay for early intervention services listed on the IFSP when third party payers or other agencies do not have an obligation to pay as required by *Code of Federal Regulations (CFR) Title 34, Section 303.527* (Appendix B).
2. Tri Counties Regional Center (TCRC) - TCRC will be the "payor of last resort" for all *Part C of IDEA* eligible infants who are TCRC consumers as defined by State law and policies and the annual State application. This includes infants who may be eligible for both TCRC and special education services. It will not include infants with solely low-incidence visual, hearing, or severe orthopedic impairment, or any combination thereof, who meet the criteria in *Sections 56026 and 56026.5 of the California Education Code* (Appendix C), and in the *California Code of Regulations (CCR), Title 5, Subdivisions (a), (b), (d) or (e) of Section 3030 and Section 3031* (Appendix D).
3. Local Education Agency (LEA for Part C) - For the purpose of providing services to this population, the County Office of Education serves as the LEA for Part C. The LEA for Part C will be the "payor of last resort" for those infants with solely low-incidence visual, hearing or severe orthopedic impairment, or any combination thereof, who meet the criteria in the *California Education Code, Sections 56026 and 56026.5* (Appendix C), and in the *California Code of Regulations, Title 5, Subdivisions (a),(b),(d) or (e) of Section 3030, and Section 3031* (Appendix D).
4. Dually Served - For infants and toddlers and their families who are eligible to receive services from both TCRC and the LEA for Part C, TCRC shall be the agency responsible for providing or purchasing appropriate early intervention services that are beyond the mandated responsibilities of the LEA. The LEA for Part C shall provide special education services, as per *California Education Code, Sections 564261.1-56426.4* (Appendix C), up to its funded program capacity.

B. Maintenance Effort

Although TCRC is the designated "payor of last resort" for children jointly served by TCRC and SELPA, the LEA for Part C shall provide early intervention services to infants who meet both agencies' eligibility criteria provided the LEA does not exceed its 1980-81 mandate or its 1992-93 funded capacity, whichever is greater, as follows:

<u>1980-81 Mandate</u> 2 infants	<u>1992-93 Funded Capacity</u> 2.61 units x 14 = 37 infants
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Once the LEA reaches its funded capacity, based upon the above criteria, TCRC will be responsible for providing early intervention services to all dually eligible infants. TCRC and LEA may contract for early intervention services beyond the funded capacity of maintenance of effort.

V. PROGRAM IMPLEMENTATION POLICIES

A. Referral Procedures

TCRC and SELPA agree to use the "Early Start Program Inquiry/Referral (ESPIR)" form as a common interagency initial screening and inquiry document. (Note: All forms are included in Appendix F to this Agreement). TCRC agrees to act as a single point of entry for Early Start infants and toddlers. LEA (for Part C) agrees to facilitate entry when it is in the best interest of the infant/toddler and family. TCRC and SELPA agree to begin the referral process when contacted by a parent or legal representative of an infant or toddler. A parent or legal representative must give consent prior to the exchange of information between agencies. The agency that receives the referral will notify the other agency. A copy of the ESPIR will be faxed and/or mailed to the second agency within 24 hours or by the next business day. The party to be notified of the referral at TCRC is the Consumer Services Manager (or designee). The party to be notified for SELPA is the coordinating administrator through the County Education Office (or designee). Both agencies ensure availability for contact at all times during the year on all business days. TCRC agrees to notify the LEA for Part C when a referral of an infant or toddler with a solely low-incidence visual, hearing, or orthopedic impairment is received per this agreement.

All families referred to Early Start will be offered a referral to the Family Resource Center. This will occur during the intake process.

B. Evaluation Procedures

The determination of eligibility for an infant or toddler shall be made by qualified personnel of the TCRC or LEA for Part C. The determination shall be made with the participation of the multidisciplinary team including the parent.

The agencies will decide at the time the referral is shared as to who will be responsible for the completion of the evaluation and assessment process. Ideally, a joint evaluation should be conducted. The lead agency will assign an interim service coordinator who is responsible for ensuring the completion of the initial IFSP. Factors to consider in determining who will complete the evaluation and assessment are listed as follows:

1. The nature of the parent(s)/family's concerns and needs of the child i.e., medical, social, financial, developmental, etc.; and

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2. The agency that is more likely to play a prominent role with the child and family;
and
3. If the child is solely low incidence; and
4. The utilization of LEA for Part C maintenance of effort.

C. Assessment Procedures

Assessment means, written notice to parents and with parental consent, the ongoing procedures used by appropriate qualified personnel throughout the period of an infant's/toddler's eligibility to identify the following:

1. The infant's/toddler's unique strengths, needs, and services to meet those needs;
2. The resources, priorities, concerns of the family, and the supports and services necessary to enhance the family's capacity to meet the developmental needs of their infant or toddler;
3. Family assessments shall be family directed and voluntary on the part of the family;
4. The initial evaluation and assessment must be completed within the 45 day timeline and address the following developmental areas: level of physical and motor development including vision, hearing, and health status; communication development; cognitive development; social/emotional development; and adaptive development.

LEA for Part C will secure assessments for infants or toddlers with a solely low-incidence visual, hearing, or severe orthopedic impairment, or any combination thereof, and for dually served infants or toddlers to LEA for Part C funded program capacity. TCRC will secure assessments for infants or toddlers who are eligible for TCRC services. This may include infants or toddlers who are eligible for service from both agencies.

D. Individualized Family Service Plans

Both parties to this Agreement will participate in the multi-agency IFSP meeting for any infant/toddler served by the two agencies. The initial IFSP will be completed within 45 days of the receipt of the referral. IFSP format and content will comply with *Part C of IDEA* and *California Early Intervention Services Act - California Government Code Title 14, Chapter 5* (Appendix A). The agencies will use a common IFSP form. Both parties must agree to any modifications made to this form. The form will be reviewed annually to determine if modifications are necessary.

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An IFSP meeting must be conducted annually to evaluate the IFSP for the child and the child's family. A review of the IFSP for the child and the child's family must be conducted every six months or more frequently if conditions warrant. The review may be carried out by a meeting or by another means that is acceptable to the parent and other participants.

Any changes made to the IFSP must be documented on the plan and a copy must be sent to the other agency for their records. No agency or multidisciplinary team, including any agency listed in *California Early Intervention Services Act - California Government Code Title 14, Chapter 3, Section 95012(a)* (Appendix A), shall presume or determine eligibility, including services, for any other agency. Both agencies agree to participate in the development of the IFSP for infants and toddlers and their families who are served by the other agency. When required on the IFSP, provision of services during periods of school vacations will be made. The agency's representative attending the IFSP meetings will have the authority to sign the IFSP document for their respective agency.

The IFSP meeting should be conducted in the family's native language, "unless clearly not feasible." LEA for Part C will provide interpreters at IFSP meetings for families of infants or toddlers with a solely low-incidence visual, hearing, or severe orthopedic impairment, or any combination thereof and for dually served infants or toddlers to LEA for Part C funded program capacity. TCRC will provide interpreters at IFSP meetings for families of infants or toddlers who are eligible for TCRC services, but not dually served.

E. Transfer Procedures

TCRC and SELPA agree to follow the transfer procedures as outlined in *Title 17, Chapter 2, Section 52111* (Appendix E). Transfers occurring from regional center (RC) to local education agency (LEA), LEA to LEA, LEA to RC, and RC to RC, should be completed as soon as possible and delays avoided. Upon receipt of evaluation and assessment materials, an IFSP will be completed within established timelines.

RCs and LEAs will use existing information whenever possible to determine continued eligibility and services.

F. Transition Procedures (IFSP)

TCRC and SELPA agree that transition planning is an ongoing interagency process that begins with the determination of eligibility for early intervention services. The child's transition from current programs and services into (a) new program(s) requires adjustments by the child and family and cooperation among the agencies that provide these programs. The written IFSP Transition Plan should include community program options, the necessary evaluations, assistance for families in evaluating and accessing programs/services and communication between team members to ensure that the child

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and family are well prepared for the transition. The transition plan will include steps to prepare the child for changes in service delivery, including steps to help the child adjust to and function in a new setting. These steps may include supporting visitation, participation, and observation within the potential settings.

LEA for Part C will develop and implement Transition Plans for infants or toddlers with a solely low-incidence visual, hearing, or severe orthopedic impairment, or any combination thereof, and for dually-served infants or toddlers to LEA's funded program capacity. TCRC will develop and implement Transition Plans for infants or toddlers who are eligible for TCRC services. TCRC also will be responsible for contacting the LEA (district of residence) when appropriate to participate in the toddler's Transition Plan meeting with the family.

The written Transition Plan is developed at various times, depending on the child's age when he/she first begins receiving services. Each agency will facilitate the transition of children to the LEA (district of residence) no matter what age the child when identified. See following page for timeline.

G. Service Coordination

It is agreed that the agency which initiates the evaluation with the family assumes the role of Interim Service Coordinator until the IFSP Service Coordinator is identified at the initial IFSP meeting.

Service coordination means the activities carried out by a service coordinator to assist and enable an eligible infant/toddler and family to receive the rights, procedural safeguards, and services authorized. Service coordination, by qualified personnel, is also an early intervention service, and it must be provided under public supervision. The role of the service coordinator under *Part C of IDEA* is to facilitate implementation of the IFSP and to coordinate services with other agencies and persons. Qualified service coordinators are defined as being knowledgeable about: eligible infants and toddlers, *Part C of IDEA*, California Early Intervention Service Act, nature and scope of services, and purchase of services policies of TCRC and/or SELPA.

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TIMELINE	ACTIVITY
Between Ages 2-0 to 2-6	<ul style="list-style-type: none"> - Review transition procedures with family.
Between Ages 2-6 to 2-11	<ul style="list-style-type: none"> - An informal meeting which includes the LEA (district of residence), is held to share information; - Family develops IFSP Transition Plan with agency/agencies. - Necessary additional assessment information is identified and generated; - A formal referral is made for the transition from infant services to the LEA (district of residence). - The LEA (district of residence) should when appropriate contact the COE. - Difference between Part C and Part B are discussed with the family.
Age 2-11	<ul style="list-style-type: none"> - The LEA (district of residence) schedules and holds the IEP meeting to determine eligibility. - If child is eligible under Part B educational services are identified. The LEA (district of residence) may invite the COE based on needs of the child.
Age 3.0	<ul style="list-style-type: none"> - LEA (district of residence) assumes responsibility for students who qualify under Part B. - If eligible, services begin based upon the start date noted in the IEP.

See Appendix F for transition forms and Appendix G for the transition handbook.

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VI. PROCEDURAL SAFEGUARDS/DUE PROCESS

Both parties will abide by the Procedural Safeguards as outlined in IDEA and accompanying regulations. TCRC and the LEA for Part C agree to provide copies of parent rights to families when indicated in the law and upon parent request. TCRC and the LEA for Part C agree to inform each other when an appeal is initiated on behalf of an infant or toddler.

TCRC and the LEA for Part C recognize the importance and value to infants and toddlers and their families of promptly using informal means to resolve issues. When issues arise TCRC and the LEA for Part C will encourage families to use the Family Resource Center and/or Alternative Dispute Resolution (ADR). When disputes arise both parties agree to refer families to the Family Resource Center and/or to the SELPA to encourage the use of the ADR process when appropriate.

Both parties recognize that selection of the ADR process does not preclude the family's right to request formal Due Process and that families may have disagreements with TCRC, SELPA and/or the LEA for Part C, where the ADR process does not work or which require use of the formal due process procedures. In disputes relating to identification, evaluation, assessment, placement, or services for an infant or toddler a parent may request a mediation conference and/or a due process hearing.

Requests for a mediation conference and/or due process hearing shall be in writing and filed on a Due Process Mediation and Hearing Request Form DS1802 with the Office of Administrative Hearings. This form will be provided to families upon request by the TCRC or the LEA for Part C. In lieu of the Request Form families may submit a letter of request for due process which contains all the pertinent information and is signed by the requesting family member.

VII. SURROGATE PARENTS

TCRC, SELPA, and LEA for Part C agree to collaborate in the recruiting, training, and appointing of surrogate parents (volunteers). With volunteers' consent, LEA for Part C will share with TCRC names of surrogate parents from the existing list. A surrogate parent will be appointed by TCRC and/or LEA when no parent can be identified; or after reasonable effort, the whereabouts of a parent cannot be discovered; or the infant/toddler is a ward of the court and/or the family has had their educational rights removed by a court of law. A surrogate parent may represent the child in all matters related to the evaluation and assessment of a child, the development and implementation of the child's IFSP and periodic reviews, and the ongoing provision of early intervention services, requesting mediation or due process hearings, transition planning, and any other early intervention service under *Part C of IDEA*.

The agency that assigns a surrogate parent to an individual child shall also be responsible for ensuring that the surrogate has no interest that conflicts with the interests of the infant or

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toddler he or she represents, ensuring that the surrogate has knowledge and skills that ensure adequate representation of the infant or toddler, and ensuring that the surrogate parent is not an employee of any regional center, LEA, or service provider involved in the provision of early intervention services to the infant or toddler.

VIII. DISPUTE RESOLUTION

TCRC and SELPA/LEA for Part C agree to work cooperatively to minimize interagency disputes and when such disputes occur, both agencies will seek a speedy resolution. When disputes do occur both parties agree:

1. To follow the process outlined below, and
2. That nothing in these dispute resolution procedures precludes a family or agency from initiating due process or complaint procedures.

Both parties agree when local disputes occur between TCRC and SELPA/LEA for Part C that the following procedure will be followed:

1. Initially every attempt will be made to resolve the dispute as soon as possible by the individuals involved.
2. If initial efforts to resolve the dispute fail both parties agree to meet at the appropriate administrative level.
3. When TCRC and LEA for Part C have a dispute that cannot be resolved between them, after informing the other party's lead administrator they may do any of the following:
 - a. Request in writing mediation/facilitation from a mutually agreed-upon resource;
 - b. Request technical assistance from California Department of Education (CDE) and/or Department of Developmental Services (DDS).
4. If resolution cannot be reached within 120 calendar days, the issue will be referred to CDE and DDS for a State-level review and resolution.

IX. STATUS OF SERVICE DURING A DISPUTE

During the pendency of a dispute, a child must continue to receive the early intervention services currently being provided in accordance with an IFSP. TCRC and LEA for Part C agree that services will not be delayed or denied because of disputes regarding financial or other responsibilities. If the dispute involves initial early intervention services, the child must receive the early intervention services identified and agreed to in the IFSP.

Nothing in these dispute resolution procedures shall preclude a parent or an agency from initiating due process in accordance with *Code of Federal Regulations (CFR) Title 34,*

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Sections 303.420-303.425 (Appendix B), and Title 17, Sections 52172-52174 (Appendix E) or complaint procedures in accordance with California Code of Regulations, Title 34, Sections 303.510-303.512 and Title 17, Sections 52170 and 52171 (Appendix E).

X. TRAINING

TCRC and LEA for Part C agree to participate in joint trainings of staff regarding *Part C of IDEA*. Future joint trainings may be held when new procedures are developed or this Agreement is substantially modified. Both agencies agree to share information about conferences or workshops pertinent to *Part C of IDEA*. Staff will be informed of the contents of this Agreement. TCRC and SELPA agree to collaborate on group workshops for families.

XI. LOCAL INTERAGENCY COORDINATION

- A. TCRC's Director of Consumer Services or designee and LEA's (For Part C) Director or designee will participate in the local interagency coordination group. This forum will be used to share information regarding agency procedures, funding concerns, planning interagency training, child-find and outreach activities, and other matters that may affect services to eligible infants and toddlers and their families. The forum also may be used for discussions regarding new and/or needed resources and identification of gaps in services.
- B. TCRC as the initial point of determination of eligibility and service needs agrees to refer for service all eligible children and families to the LEA for Part C during periods of time when the LEA for Part C is below their capacity prior to selecting vendorized services. The LEA for Part C agrees to provide to referred eligible children appropriate services in appropriate settings. In specific cases when either party is unable to follow the practices set forth in this section they will notify the local interagency coordinating group (see XI A above) within 24 hours of the inability to comply.

XII. TERMS AND REVIEW OF AGREEMENT

This Agreement will be in effect upon approval of both agencies' appropriate representatives. The agreement will be revised by September 1st of each year thereafter and will remain in effect barring the need for substantial modifications. TCRC's Director of Consumer Services or designee and SELPA Director or designee will initiate the annual review of this agreement.

It is our plan to review this Agreement and make changes, as necessary or as required by new legislation. No additions, deletions, or modifications may be made to this Agreement without the joint, written approval of the parties to the Agreement.

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This document is in effect until replaced by a revised interagency agreement signed by all parties.

INTERAGENCY AGREEMENT APPROVAL

This Agreement shall be in effect from _____, and shall be effective until changed by mutual agreement.

The Agreement conforms to implementation of *Part C of IDEA of the Individuals with Disabilities Education Act*.

ALAN HILTON, Ed.D.
SELPA Director
San Luis Obispo County SELPA

OMAR NOORZAD
Executive Director,
Tri-Counties Regional Center

Date _____

Date _____

Attachments: Appendices A-G