

**INTERAGENCY AGREEMENT**

**BETWEEN**

**TRI-COUNTIES REGIONAL CENTER**

**AND**

**SANTA BARBARA COUNTY  
SPECIAL EDUCATION LOCAL PLAN AREA**

**For Implementation of Part C of the Individuals with Disabilities  
Education Act**

**June, 2004**

## **I. INTRODUCTION**

This Interagency Agreement has been developed to comply with the permanent regulations implementing California's Early Intervention Services Act, SB 1085. It was developed as a collaborative effort with input from representatives of the Santa Barbara County Special Education Local Plan Area (SELPA), Tri-Counties Regional Center (TCRC), Area Board IX, and the Family First Program of Alpha Resource Center of Santa Barbara, a Family Resource Center.

The Agreement applies to individuals ages birth up to 36 months of age who are either TCRC consumers or identified individuals with exceptional needs who are the responsibility of a local education agency of the SELPA or both.

The intent of this document is to:

1. Clarify, determine and coordinate each agency's responsibility to each infant or toddler and his/her family, including which services are to be provided by either TCRC or SELPA or both.
2. Establish a means for joint planning to occur, which will ensure that local resources will be developed and utilized in the most effective manner including:
  - a. Commitment of resources based on identified needs;
  - b. The elimination of duplication of services;
  - c. Delineation of the collaboration of fiscal responsibilities in providing needed services to the infant or toddler.
3. Establish and maintain an attitude which will facilitate communication and collaboration between agencies.
4. Ensure that each agency conforms to legislative mandates and to the intent of such mandates.

## **II. PURPOSE**

The purpose of this agreement is to describe the responsibilities of Tri-Counties Regional Center (TCRC) and Santa Barbara 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") and its 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, Individual Family Service Plan (IFSP), transition procedures, service coordination, provision of services and payor of last resort, procedural safeguards and surrogate parents and dispute resolution.

### III. PARTIES

The parties to this agreement are Tri-Counties Regional Center and Santa Barbara County Special Education Local Plan Area. By entering into this agreement the SELPA and Tri-Counties Regional Center agree to comply with the terms of this document.

### IV. TARGET POPULATION

This agreement applies to activities and services performed on behalf of infants and toddlers, birth up to 36 months of age, and their families, who are eligible for early intervention services under Part C, as defined in California statute, regulations and policies. California Senate Bill 1085, Government Code Section 95014 (a) further defines the eligible population.

TCRC and SELPA shall be responsible for child find and public awareness activities related to their respective responsibilities to the groups of infants and toddlers that each agency is mandated to serve. Child find activities are coordinated through the Family Resource Center in collaboration with the Local Interagency Coordinating Council, TCRC, and SELPA.

### V. PAYOR OF LAST RESORT

#### A. Financial Responsibility

1. **Definition** - Payor of last resort means the regional center or LEA 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 34 CFR 303.527.
2. **Regional Center** - The Regional Center will be the payor of last resort for all Part C eligible infants who are Regional Center clients as defined by state law and policies, and the annual state application. This includes infants who may be eligible for both Regional Center and special education services. It will not include infants with solely low incidence visual, hearing, or severe orthopedic impairments, or any combinations thereof, who meet the criteria in Sections 56026 and 56026.5 of the Education Code, and in subdivisions (a), (b), (d) or (e) of Section 3030, and Section 3031 of Title 5 of the California Code of Regulations.
3. **Local Education Agency** - The LEA (SELPA) 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 Sections 56026 and 56026.5 of the Education Code, and in subdivisions (a), (b), (d) or (e) of Section 3030, and Section 3031 of Title 5 of the California Code of Regulations.

4. **Dually Served** - For infants and toddlers and their families who are eligible to receive services from both a regional center and a local education agency, the regional center shall be the agency responsible for providing or purchasing appropriate early intervention services that are beyond the mandated responsibilities of the local education agency. The local education agency shall provide special education services up to its funded program capacity.

**B. Maintenance of Effort**

Although TCRC is the designated payor of last resort for children jointly served by TCRC and SELPA, the LEA 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 1996-97 funded capacity, whichever is greater, as follows:

<u>1980-81 Mandates</u> 42 infants	<u>1996-97 Funded Capacity</u> 8.96 x 14 = 125 infants
---------------------------------------	---

Subsets of the SELPA's funded capacity shall be established in the respective regions of the county where Early Start programs operate. For the 2004-05 school year, these maximum service levels shall be as follows:

South County	57
Santa Ynez Valley	6
Lompoc	32
Santa Maria	<u>30</u>
Total	125

When the LEA reaches its funded capacity in a given region, based upon the above criteria, TCRC will be responsible for providing early intervention services to all dually eligible infants. TCRC may contract with the LEA for the provision of services to dually eligible infants who are identified in excess of the LEA's funded capacity. By September 1 of each year, SELPA will notify TCRC of its funded capacity for the upcoming school year.

**VI. PROGRAM IMPLEMENTATION POLICIES**

**A. Referral Procedures**

TCRC and SELPA agree to use the Tri-Counties Early Start Program - Inquiry/Referral" (ESE)" form as a common interagency initial inquiry document. *(Note: All forms are included in the Appendix to this agreement).* TCRC shall function as the single point of entry for families of Early Start infants and toddlers. The agency that receives the referral will notify the other agency. A copy of the (ESE) Inquiry/Referral Form 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 Branch Manager (or designee). The party to be notified for SELPA is the Administrator of Special Education, County Education Office (or designee). TCRC agrees to notify LEA when a referral of an infant or toddler with a solely low incidence visual, hearing or orthopedic impairment is received per this agreement. The 45 day time-line begins on the day the oral or written referral is received by either TCRC or SELPA. A parent or legal representative must give consent prior to the exchange of information between agencies. TCRC and SELPA assure that all referral, assessment and IFSP-related information will be exchanged in a timely manner.

**B. Family Resource Center Referral**

In recognition of the importance of early parent-to-parent support and collaboration, the Interim Service Coordinator, upon initial contact with the family, will provide the family with the information regarding the Family Resource Center (the Family First Program of ARC of Santa Barbara). With the family's consent a copy of the ESE Inquiry/Referral Form will be faxed and/or mailed to the Family Resource Center. The Family Resource Center has no eligibility criteria. Families can benefit from Resource Center contact regardless of Early Start eligibility.

When the IFSP is developed, information regarding the Family Resource Center will again be shared with the family, as well as information regarding other community resource agencies and services.

**C. Evaluation and Assessment Procedures for Determining Eligibility**

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

TCRC or SELPA, as appropriate, shall ensure that written notice is provided and written parental consent to evaluate and assess is obtained within the 45-day timeline. If the SELPA is not at funded capacity in a given region, infants and toddlers will be jointly evaluated by TCRC and SELPA staff. The initial multi-agency, multi-disciplinary, evaluation and assessment must be completed within the 45 day time-line and address the following developmental areas: level of physical and motor development including vision, hearing, and health status; communication development; cognitive development; social or emotional development; and adaptive development.

Regional centers, LEAs and multidisciplinary teams shall not presume or determine eligibility, including eligibility for medical services provided through the Department of Health Services, for any other state or local government program or service when conducting evaluations or assessments of an infant or toddler or their family.

**D. Assessment Procedures for Service Planning**

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

1. The infant's or toddler's unique strengths and needs and services appropriate to meet those needs.
2. The resources, priorities and 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.

**E. 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. The interim service coordinator is responsible for ensuring the completion of the initial Individualized Family Service Plan (IFSP) within the 45-day timeline.

Service coordination means the activities carried out by a service coordinator to assist and enable an eligible infant or toddler and family to receive the rights, procedural safeguards, and services authorized. Service coordination is also an early intervention service, and it must be provided under public supervision. The role of the service coordinator under Part C is to facilitate implementation of the IFSP and to coordinate services with other agencies and persons. Service coordinators must be knowledgeable about eligible infants and toddlers, Part C law and regulations, nature and scope of services under Part C, and systems of payments for services.

TCRC and SELPA assure that contacts shall be available at all times during the year.

**F. Individualized Family Service Plans**

SELPA/LEA will initiate IFSP meetings for infants or toddlers with a solely low incidence visual, hearing, or severe orthopedic impairment, or any combination thereof. For dually served infants or toddlers, Service Coordinators will initiate IFSP meetings. TCRC will initiate IFSP meetings for infants or toddlers who are served solely by regional center.

Both parties to this Agreement will participate in the multi-agency IFSP meeting for any infant or toddler served by the two agencies. The initial IFSP meeting will be held within 45 days of the receipt of the referral. IFSP format and content will comply with Part C and California Early Start regulations and policies. 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.

An IFSP meeting must be conducted annually to evaluate the IFSP for a child and the child's family. Also, a review of the IFSP for a 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.

For infants or toddlers who are dually served, 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. Both agencies agree to coordinate the implementation of the IFSP for infants and toddlers and their families who are dually served.

The agency's representative attending the IFSP meeting will have the authority to sign the IFSP document for their respective agency. TCRC and SELPA shall be responsible for the provision of appropriate early intervention services in accordance with Part C of the Individuals with Disabilities Education Act and Section V of this Agreement.

The IFSP meeting should be conducted in the family's native language, unless clearly not feasible. SELPA will provide interpreters or translators 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 SELPA's funded program capacity. TCRC will provide interpreters or translators at IFSP meetings for families of infants or toddlers who are eligible for regional center services and beyond SELPA's funded program capacity. When a toddler reaches the age to exit the Part C program, interpreters or translators will be provided by either SELPA or TCRC as specified above.

#### **G. Transition Procedures (IFSP)**

The child's transition from current Early Start 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 steps for transition will be included in the IFSP.

SELPA will develop and implement transition steps 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 SELPA's funded program capacity. TCRC will develop and implement transition steps for other infants or toddlers who are eligible for regional center early intervention services. The Service Coordinator also will be responsible for contacting the local receiving school district when appropriate to participate in transition planning with the family.

#### **H. Transfer Procedures**

TCRC and SELPA agree to follow the transfer procedures as outlined in Section 52111 of the regulations implementing California's Early Intervention Services Act, SB 1085.

## **VII. PROCEDURAL SAFEGUARDS**

Both parties will abide by the Procedural Safeguards as outlined in the Federal Law and accompanying regulations. Appeals may involve issues of eligibility, evaluation, assessment, placement, provision of appropriate services or content of the records of an infant or toddler. TCRC and SELPA agree to advise the other party when an appeal is initiated on behalf of an infant or toddler who is dually served. This is to ensure that the appeal is filed with the appropriate party. Also, TCRC and SELPA recognize the importance and value to infants and toddlers of using informal means to promptly resolve eligibility and service appeals. This, however, does not abridge the right of appeal.

## **VIII. SURROGATE PARENTS**

A surrogate parent will be appointed by TCRC and/or SELPA when no parent can be identified; or after reasonable effort, the whereabouts of a parent cannot be discovered; or the infant or toddler is a dependent of the juvenile court and parental rights have been limited by the court or relinquished. A surrogate parent may represent a child in all matters related to the evaluation and assessment of a child, the development and implementation of the child's IFSP including annual evaluations, assessments, and periodic reviews, the ongoing provision of early intervention services, requesting mediation or due process hearings and any other intervention service established under Part C of the Individuals with Disabilities Education Act.

TCRC and SELPA agree to collaborate in the recruiting, training and appointing of surrogate parents (volunteers). With volunteers' consent, SELPA will share with TCRC names of surrogate parents from existing lists.

For infants and toddlers with a solely low incidence disability or any combination thereof and for dually served infants and toddlers, SELPA will be responsible for determining whether an infant or toddler needs a surrogate parent and for assigning a surrogate to represent the child. TCRC will be responsible for determining whether an infant or toddler needs a surrogate parent and for assigning a surrogate for infants and toddlers who are served solely by regional center.

The agency that has responsibility for assigning 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 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.

## **IX. INTERAGENCY DISPUTE RESOLUTION**

TCRC and SELPA agree to work cooperatively to minimize interagency disputes and when such disputes occur, both agencies will seek a speedy resolution. Local disputes that may occur between TCRC and SELPA are defined below:

***TCRC/SBCSELPA INTERAGENCY AGREEMENT - IMPLEMENTATION OF PART C***

- A. Which agency is responsible for the infant and family evaluation and assessment, service coordination, and the development and implementation of the IFSP; and
- B. Which agency is responsible for the provision/purchase of appropriate early intervention services.

Nothing in these dispute resolution procedures precludes a parent or agency from initiating a due process hearing request (which may involve a disagreement regarding the eligibility of the infant) or filing a compliance complaint.

TCRC and SELPA agree to the principles and steps listed below to resolve disputes:

- A. Every attempt will be made to resolve the dispute at the lowest possible administrative level.
- B. When TCRC and SELPA have a dispute that cannot be resolved between them, they may do any of the following:
  - 1. Request mediation/facilitation from the local interagency coordinating council which consists of representatives from the Departments of Health Services, Social Services, Alcohol, Drug and Mental Health, SELPA, TCRC and the Family Resource Center.
  - 2. Request technical assistance from DDS and CDE.
- C. If resolution cannot be reached within 60 calendar days, the issue will be referred to DDS and CDE for a state-level review and resolution.

**X. STATUS OF SERVICE DURING AN INTERAGENCY DISPUTE**

During the pendency of a dispute between TCRC and SELPA, a child must continue to receive the early intervention services currently being provided as identified and agreed to in the IFSP.

**XI. ASSIGNMENT OF FINANCIAL RESPONSIBILITY**

During the pendency of an interagency dispute, DDS will assign financial responsibility in accordance with the Budget Act (Section 12, Article 4 of the Constitution of the State of California) and consistent with the California Early Intervention Services Act, SB 1085, Bergeson statutes of 1993.

**XII. TRAINING**

TCRC and SELPA agree to participate in joint training of staff regarding the implementation of Part C. Future joint training 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 the implementation of Part C. Staff will be informed of the contents of this Agreement.


**XIII. LOCAL INTERAGENCY COORDINATING AREA (LICA)**

TCRC and SELPA recognize the role interagency and parent-professional collaboration play in maintaining a local family-centered Early Start system. TCRC and SELPA, along with the Family Resource Center and other local agencies, agree to facilitate local interagency coordination and planning. In addition, the interagency group may request funding from LEA and Regional Center for special projects or activities.


TCRC's Director of Consumer Services or designee and SELPA's Director or designee will participate in the interagency group. This forum will be used to share information regarding agency procedures, funding concerns, planning interagency training and other matters that may affect services to eligible infants and toddlers and their families. The forum may also be used for discussions regarding new and/or needed resources and identification of gaps in service. Finally, both agencies will assist in the development of any plans or reports which may be required by the DDS.

INTERAGENCY AGREEMENT


This agreement shall commence on the effective date of approval by the signature. The agreement shall be reviewed and revised at the request of either party. It shall remain in effect until any revisions are mutually agreed upon or either party provides 20 days written notice to terminate.

  
DAVID FRANCIS, Chairperson  
Santa Barbara County SELPA  
Joint Powers Agency Board

Date: 6/7/04

  
GERRI NYLAND, President *KNILANS*  
Tri-Counties Association for  
the Developmentally Disabled

Date: 2/5/05

  
MARCIA McCLISH, Director  
Santa Barbara County SELPA

Date: 6/15/04

  
OMAR NOORZAD, Executive Director  
Tri-Counties Regional Center

Date: 1/27/05