INTERAGENCY AGREEMENT

BETWEEN

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

AND

TRI-COUNTIES REGIONAL CENTER

APPROVED:

JUNE 10, 2019
INTRODUCTION

This Interagency Agreement was developed by representatives of the Santa Barbara County Special Education Local Plan Area (SELP A) and the Tri-Counties Regional Center (TCRC).

The Agreement applies to individuals ages 3-22 who are eligible for both TCRC and are identified individuals with exceptional needs who are the responsibility of a local education agency of the SELPA.

The intent of the document is to:

1. Clarify, determine, and coordinate each agency's responsibility to the individual student(s)/person(s) and his/her family served by both SELPA and TCRC, including which services are to be provided by each agency.

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. Delineation of the collaboration of fiscal responsibilities in providing needed services to the individual.

3. Establish and maintain an attitude that will facilitate communication and collaboration between agencies.

4. Clarify that each agency agrees to conforms to and share with each other legislative mandates and the intent of such mandates.

The overriding purpose of this agreement is to build, and operate from, a relationship that results in the collaborative design and delivery of programs and services to support all student(s)/person(s) served by both Santa Barbara County SELPA and TCRC to be successful during their school years and in adulthood.

This Interagency Agreement is predicated upon the following shared agency goals for student(s)/individual(s):

1. To provide opportunities which promote integration in the community and services in the least restrictive environment.

2. Promotion of self-advocacy (speaking for one's self).


4. Development of social proficiency so that student(s)/person(s) served by TCRC successfully participate in their communities.

5. Development of civic responsibility.

6. Development of vocational and academic competencies, which lead to meaningful employment.

7. Development of appropriate leisure skills.

8. Maximization of individual choice and person centered thinking.
I. USE OF FUNDS

While neither agency may supplant the budget of any other agency that receives public funds and has the legal responsibility to provide specific services, the agencies will collaborate to provide services to individuals with exceptional needs. TCRC recognizes that SELPA and its member districts determine eligibility for special education services based upon the applicable provisions of the federal Individuals with Disabilities Education Act (IDEA), California Education Code and the California Code of Regulations. SELPA and its member districts recognize that TCRC determines eligibility for TCRC-provided services based upon the Lanterman Developmental Disabilities Services Act and Service Policies adopted by the Tri-Counties Association for the Developmentally Disabled, Inc. (TCADD).

It is specifically understood that neither agency shall presume, determine, or recommend eligibility and/or services for the other agency.

II. PROGRAM OUTREACH/CHILD FIND

TCRC and SELPA are committed to identifying children and youth who require special services.

Santa Barbara County SELPA will:

1. Engage in search and serve activities to ensure that individuals with disabilities who may be in need of special education services are assessed and identified for an Individualized Education Plan (IEP) when appropriate.

2. Assist parent/guardian in referring students ages 3-22 with suspected needs to TCRC for assessment for eligibility.

Tri-Counties Regional Center will:

1. Provide the general public with information regarding TCRC eligibility and services in order to ensure that individuals with developmental disabilities that may be eligible for an Individual Program Plan (IPP) are assessed and identified.

2. Assist parent/guardian in referring children/youth with suspected special education needs to school districts for assessment for eligibility.

III. EXCHANGE OF INFORMATION

TCRC and SELPA agree to follow procedures that promote mutual understanding of their services by:

1. Securing permission of the parent to share student(s)/person(s) served by TCRC information with the other agency.

2. Exchanging information on mutual student(s)/person(s) served by TCRC on an ongoing basis with written permission of the parent/guardian or unconserved adult student.

3. Exchanging information regarding rights and Due Process procedures.
4. Facilitating visitations to school sites and community-based programs and services by agency personnel.

IV. ASSESSMENT

TCRC and SELPA are committed to comprehensive assessment of individuals' needs.

Santa Barbara County SELPA will:

1. Assess referred individuals according to state and federal legal mandates to determine eligibility for special education services.

2. Share results of assessment at an IEP meeting within 60 calendar days (not including school breaks in excess of 5 days) or receipt of signed assessment plan. With parent/guardian consent, the district/LEA will invite the TCRC service coordinator.

3. For students with a suspected diagnosis of autism, collaborate with TCRC to conduct a multi-agency, multidisciplinary team assessment with TCRC if agreed upon by parent/guardian and TCRC.

Tri-Counties Regional Center will:

1. Perform initial intake within 15 working days of parent/guardian request for assistance. Initial intake shall include a decision about whether or not to assess.

2. If it is deemed assessment is needed, perform the assessment within 120 calendar days of the initial intake and determine eligibility.

3. Once eligibility is established, develop a person-centered Individual Program Plan (IPP) within 60 days. With parent/guardian consent, notify the district/LEA if student/person is found eligible.

V. PROVISION OF SERVICES

Santa Barbara County SELPA will:

Provide services needed in order for the student to benefit from his/her educational program, and agreed upon by the IEP team, during school hours and/or school year as appropriate to the grade level of the student.

Tri-Counties Regional Center will:

Provide services needed to support the individual beyond school hours and/or school year, and agreed upon by the IPP planning team.

VI. INTERAGENCY INSERVICE/STAFF DEVELOPMENT

TCRC and SELPA believe in ongoing opportunities for professional growth and development of their staffs. Accordingly they agree to:
1. Exchange copies of calendars, schedules, and announcements of in-service opportunities.

2. Invite representatives of each other's agencies to participate in in-service planning sessions, seminars and conferences that are of mutual interest.

3. Encourage each other's staff to participate in mutually relevant in-service training meetings and workshops.

4. Upon request, provide each other with speakers, trainers, or facilitators in order to provide mutually relevant workshop/in-service topics.

5. Mutually design and conduct at least one joint forum per year in which personnel of multiple agencies meet to determine roles, share information and engage in collaborative planning for the successful programming for student(s)/person(s) served by TCRC with disabilities.

6. Explore the development of new service options to maximize cost-effective utilization of resources.

VII. PROGRAM DEVELOPMENT

Santa Barbara County SELPA will:

1. Invite agency staff as appropriate, to participate in and/or submit written information for the development of the IEP.

2. Acknowledge that the IEP shall constitute the education section of the IPP and that the education agency has the responsibility for educational placement of student(s)/person(s) served by TCRC enrolled in public school programs.

3. Assure the provision of services, either directly or by joint agreements with other providers, as specified in the IEP/IPP.

4. Ensure that the parent(s)/guardian(s) are invited and have the opportunity to be involved in the IEP/IPP planning meetings.

Tri-Counties Regional Center will:

1. Designate agency staff, as appropriate, to participate in and/or submit written information for the development of the IEP.

VIII. TRANSITION TO ADULT SERVICES

Both agencies recognize collaboration is necessary in order to plan effectively for student(s)/person(s) served by TCRC and recognize the relationship of the IEP transition plan and IPP for secondary age pupils, and support the integration of these plans.

Santa Barbara County SELPA will:

1. Transition services: Beginning not later than the first IEP to be in effect when the child turns 16, or younger if determined appropriate by the IEP team.
2. Beginning at age 16, and updated annually, a statement of the transition service needs of the pupil shall be included under applicable components of the pupil’s IEP that focuses on the pupil’s course of study including, whenever appropriate, a statement of interagency responsibilities or any needed linkages.
   - Conducting activities to increase student(s)/person(s) served by TCRC/family awareness of post-secondary opportunities (e.g., adult services, employment opportunities, living options, training and education).
   - Collaborating to identify and develop services that would support meaningful work and an adult lifestyle.

3. Invite staff of TCRC with permission of the parent/guardian of adult student, if not conserve, to attend the IEP to discuss transition needs and services.

4. Collaborate with TCRC and other agencies to conduct an annual transition fair to increase community awareness and improve access to services.

Tri-Counties Regional Center will:

1. Beginning at age 14, discuss with the family and individual personal choices and goals for the future and upon exit from the K-12 public education system.

2. Attend IEP meetings when possible for students where transition supports and service will be discussed. If unable to attend IEP, TCRC agrees to provide input via alternate means (i.e. email, teleconference, or submission of written materials).

3. Assist families and individuals to make informed decisions about adult services by providing information and resources.

4. Assist family and individuals in visiting post secondary transition programs to help prepare for potential transition to adult programs.

5. For students in the last year of public school, TCRC will coordinate with school staff, families, and student to assist the individual in making the transition to potential needed services (i.e. visits, tours).
Secondary Options for 18 to 22 year olds

SELPA and TCRC each agrees to the following provisions for students based on receipt of a certificate, diploma or voluntary exit:

<table>
<thead>
<tr>
<th>Student Award</th>
<th>Criteria for Award</th>
<th>SELPA/LEA Responsibilities</th>
<th>TCRC Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Regular Diploma</td>
<td>Completed district/LEA’s prescribed course of study • Passes Algebra 1 • Passes CAHSEE or other State Exit Exam unless otherwise exempt or granted waiver</td>
<td>• Invite TCRC and other applicable agencies to IEPs w/student (parent/guardian if conserved) permission; schedule IEP at a mutually agreeable time so that TCRC staff are able to attend</td>
<td>• Attend IEPs or provide written input • Consult w/student (parent/guardian if conserved) to determine potential IPP * adult day/independent living services needed</td>
</tr>
<tr>
<td>2. Certificate of Achievement or Completion</td>
<td>Completed district/LEA Board approved prescribed alternate course of study or, Completed the district/LEA’s prescribed course of study but did not pass Algebra 1 or the CAHSEE or other State exit exam unless exempt or granted waiver, or • Met IEP goals during high school, or • Satisfactorily attended high school and participated in the instruction prescribed in IEP, and has met transition objectives</td>
<td>Student is not yet 22 and indicates they want to continue in K-12 public education: • Consult with parent/guardian and student to determine course of study plan and future exit plan annually • Potentially contract with TCRC vendor for adult services Student is not yet 22 and indicates they want to exit K-12 public education: • Invite TCRC and other applicable agencies to IEPs (w/parent/guardian permission if under age 18 or conserved); schedule IEP at a mutually agreeable time so that TCRC staff are able to attend • Develop a transition plan beginning no later than age 16 • Provide student or parent/guardian if conserved Exit Summary</td>
<td>Student is not yet 22 and indicates they want to continue in K-12 public education: • Attend IEPs or provide written input • No *adult day/independent living services will be provided with TCRC funding Student is not yet 22 and indicates they want to exit K-12 public education: • Attend IEPs or provide written input • Consult w/student (parent/guardian if conserved) to determine potential IPP adult day services needed • Inform student of right to return to K-12 public education system up to age 22</td>
</tr>
<tr>
<td>3. Voluntary Exit from K-12 Education (prior to turning age 22)</td>
<td>Student voluntarily chose to exit K-12 public education system prior to 22nd birthday or receipt of a diploma or certificate of completion</td>
<td>• Invite TCRC and other applicable agencies to IEPs (w/parent/guardian permission if under age 18 or conserved) • Develop a transition plan beginning no later than age 16 • Notify student in writing of right to return to K-12 public education to access IEP</td>
<td>• Inform student (parent/guardian if conserved) in writing that student may not access TCRC funded *adult day/independent living services until their 22nd birthday • Inform student (parent/guardian if conserved) of right to return to K-12 public education system up to age 22</td>
</tr>
<tr>
<td>4. Student turns age **22</td>
<td>Student must exit K-12 public education whether or not they have earned a Certificate of Completion or Achievement</td>
<td>• Invite TCRC and other applicable agencies to IEP (w/student or parent/guardian permission if conserved); schedule IEP at a mutually agreeable time so that TCRC staff are able to attend • Provide student or parent/guardian if conserved Exit Summary</td>
<td>• Attend IEPs or provide written input • Consult w/student (parent/guardian if conserved) to determine potential IPP *adult day/independent living services needed</td>
</tr>
</tbody>
</table>

*TCRC funded Adult day services include: day program, vocational education, work services, independent living program, or mobility training and related transportation services. An exemption may be granted in either of the following circumstances: (1) For participation in a paid internship or competitive integrated employment that is an outcome of a paid internship described in subdivision (a) of Section 4870 if the IPP planning team determines that the consumer could benefit from participation in a paid internship or competitive integrated employment. Participation in a paid internship or competitive integrated employment that is an outcome of a paid internship does not preclude a consumer from continuing to receive public education services to the extent those services are determined to continue to meet the consumer's needs; (2) On an individual basis in extraordinary circumstances to permit purchase of a service identified in subdivision (a). An exemption shall be granted through the IPP process and shall be based on a determination that the generic service is not appropriate to meet the consumer's needs.

** Students born in January through June may finish out the fiscal school year (July 1 to end of the district/LEA’s current school year) and any extended school year program. Students born in September may not start a new fiscal year (beginning July 1 of the current school year), but, if they are on a year-round school program and are completing their IEPs in a term that extends into the new fiscal year, they may complete that term or semester.

W & I Code 4648.55 / Ed Code 56391 / Ed Code 56026/34 CFR 300.320(b)
IX. **STUDENTS'/PARENTS' RIGHTS AND PROTECTIONS**

TCRC and SELPA agree to:

1. Maintain a collaborative and professional advocacy role for students/person(s) served by TCRC within their respective agencies.

2. Explain to parents and student(s)/person(s) served by TCRC their rights and protections established by law and the Due Process Procedures used by their respective agency.

3. Refer questions regarding rights and protections to the appropriate agency administrator.

4. Encourage and support interagency participation in in-service activities related to parents' rights and protections and Due Process Procedures.

X. **SPECIALIZED EQUIPMENT**

Santa Barbara County SELPA will:

Assure provision of specialized equipment as specified in the IEP.

Tri-Counties Regional Center will:

Coordinate with other local agencies for the procurement of specialized equipment.

XI. **OUT-OF-HOME PLACEMENT**

Santa Barbara County SELPA will:

1. Provide, as requested, educational staff to participate in an individual’s out-of-home placement planning meeting.

2. Send educational records upon request to the local educational agency when a new placement has been selected.

3. Contact student’s TCRC Case Manager if it is determined a student may potentially need to be considered for an out-of-home placement in conjunction with an educational day treatment program placement by SELPA.

4. Be responsible for education costs of a state certified nonpublic (NPS), nonsectarian school when the placement is determined necessary to implement the IEP for students placed in an LCI or Foster Family Home within Santa Barbara County should an NPS become available within Santa Barbara County.

Tri-Counties Regional Center will:

1. Provide support services as specified in the IPP to maintain the individual in his/her family home or community placement.
2. With parental consent, invite appropriate educational staff to the individual out-of-home placement planning meeting.

3. Make every effort to place the individual within the geographic boundaries of the school district currently providing the special education services.

4. Prior to making a placement in a LCI residential facility or foster home, notify the SELPA director or designee in which the facility is located to determine the availability of an appropriate special education program.

5. Make every effort to facilitate out-of-home placement of an individual within a district that is able to provide the educational program in a public school setting as indicated in the IEP.

6. At least 10 days prior to discharge from a residential facility, notify in writing the local education agency in which the facility is located and the receiving local education agency where the individual is being referred of the impending discharge.

7. As part of the written notification, provide the receiving local education agency with a copy of the student's current IEP, the identity of the party responsible for representing interests of the individual for educational and related services, and other relevant information about the individual that will be useful in implementing the individual’s IEP in the receiving local education agency.

8. Be responsible for residential cost of placement when such placement, including nonpublic schools and licensed children's institutions, is determined to be necessary for non-educational purposes.

9. Be responsible for residential and other non-educational costs when the placement is jointly determined and is necessary to implement both the IEP and the IPP.

10. When proposing to relocate the individual, complete the SELPA Outside Agency Notification of Placement to SBCSELPA (Form 22) in order to notify and request the assistance of the special education administrator of the district/LEA and SELPA Director, to determine the availability of the appropriate special education and related services prior to effecting the relocation (see SELPA Form 22 in Appendix).

XII. CONFLICT RESOLUTION

It is recognized that this agreement will be primarily implemented through the cooperative interaction of line staff. Agencies will exchange a list of management level staff to be contacted as backup to line staff for emergency decisions or consultations.

SELPA and TCRC are committed to fostering a collaborative working relationship in order to enhance the quality of services provided to mutual persons served. Each agency agrees to make every effort to resolve disagreements at the lowest possible administrative level.

The following processes are means by which outstanding agency issues may be resolved:

1. Interagency Conciliation Conference: The first attempt at conflict resolution shall consist of the district administrator of special education and the appropriate TCRC
manager involved discussing the point of difference in a meeting known as an Interagency Conciliation Conference (ICC).

a. An ICC is a conference between the manager from the TCRC office involved (either Santa Maria or Santa Barbara) and the special education administrator from the school district involved. The direct service professionals from TCRC and the school involved shall have the opportunity to present their positions to the ICC.

b. The ICC shall be convened within five (5) working days, upon a written request by either agency, concurrently sent to the TCRC manager and the district special education administrator.

2. Director's Conference: Any issue that is unresolved by the manager and special education administrator shall be referred to TCRC's Executive Director (or his/her designee) and to the Director of the SELPA for resolution.

3. Those issues that cannot be resolved through the Director's Conference level will be referred to the appropriate State Department or, alternatively, be submitted to one or both of the agencies' appeal process.

During the pendency of any dispute between agencies, a student/individual must continue to receive the appropriate services currently being provided.

These interagency dispute resolution procedures shall not interfere with the right of an individual to access the respective agency's due process appeal system.
INTERAGENCY AGREEMENT

This agreement shall take effect upon the approval of each participating agency as indicated by the signature below. The agreement shall be reviewed once every three years 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.

RAY AVILA, EXECUTIVE DIRECTOR
SANTA BARBARA COUNTY SELPA
JOINT POWERS AGENCY BOARD

DATE 4/23/19

CARY MATSUOKA, CHAIRPERSON
SANTA BARBARA COUNTY SELPA
JOINT POWERS AGENCY BOARD

DATE 6/10/19

OMAR NORZAD, Ph.D.,
EXECUTIVE DIRECTOR
TRI-COUNTIES REGIONAL CENTER

DATE 6/17/2019

DATE OF JPA BOARD APPROVAL: June 10, 2019