

**2012-2013
INTERAGENCY AGREEMENT
BETWEEN
SONOMA COUNTY SELPA
AND
NORTH BAY REGIONAL CENTER**

1. PURPOSE

The purpose of this agreement is to describe selected policies and procedures of North Bay Regional Center and Sonoma County 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. Specifically, this agreement will define the financial responsibilities of each agency, procedures for resolving disputes and other components necessary to ensure effective cooperation and coordination between the two agencies.

2. PARTIES

The parties to this agreement are North Bay Regional Center (hereinafter referred to as NBRC) and Sonoma County SELPA (hereinafter referred to as SELPA).

3. TARGET POPULATION

This agreement applies to activities and services performed on behalf of infants and toddlers, birth through thirty-six months of age, and their families, who are eligible for early intervention services under Part C, as defined in California statute, regulations and policies.

4. PUBLIC AWARENESS and CHILD FIND

NBRC and SELPA will conduct public awareness and child find activities with local public agencies to locate all infants and toddlers who may be eligible for early intervention services.

- A. NBRC and SELPA agree to meet at least yearly to consider and coordinate child find activities, which may include the following:

1. Working with local parent organizations and support groups to disseminate information.
 2. Distributing early intervention materials to other agencies and individuals providing medical, social, and educational services in the community.
 - 3.
 4. Production of pamphlets, brochures, and other written communication.
 5. Presenting to local professional groups, philanthropic organizations, and other organizations established to inform and/or to serve culturally diverse populations.
- B. NBRC and SELPA shall inform primary referral sources of the:
1. Eligibility criteria for early intervention services.
 2. Types of early intervention services available through Early Start.
 3. Contact person and telephone numbers for Early Start referrals.
 4. Federal requirement that a referral shall be made to Early Start as soon as possible, but in no case more than 7 days once a child has been identified

Note: Primary referral sources include but are not limited to hospitals, including prenatal and postnatal care facilities, physicians, parents, childcare programs, Local Education Agencies (LEAs), public health facilities, other health care providers, Families First, Foster Family Agencies, Family, Youth and Children's Services (CPS), Speech Therapists, Indian tribes, Homeless and Domestic Violence Shelters, and other individuals/community members.

5. PAYOR OF LAST RESORT

A. Financial Responsibility

1. Regional Center - NBRC will be the payor of last resort for all Part C 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 visual, hearing, or severe orthopedic impairments or any combination thereof.

2. SELPA will be the payor of last resort for those infants with solely visual, hearing or severe orthopedic impairment, or any combination thereof.

6. MAINTENANCE OF EFFORT

Although NBRC is the designated payor of last resort for children jointly served by NBRC and SELPA, the SELPA is mandated under maintenance of effort to provide early intervention services to infants who meet both agencies' eligibility criteria provided the SELPA does not exceed its 1980-81 mandate and its 1992-93 level of state funding. This total for Sonoma County is 12 children.

Should the funded capacity of 12 children be reached, the SELPA will notify NBRC immediately by telephone and in writing. When over funded capacity, dually eligible children will be solely the responsibility of NBRC. If the program goes below funded capacity, SELPA will notify NBRC immediately, by telephone and in writing.

7. PROGRAM IMPLEMENTATION POLICIES

A. Referral and Intake Procedures

1. Receipt of referral means NBRC or SELPA has received a referral, either oral or written, about a child who appears to be in need of early intervention services. Parental signatures may not be received until later in the process, but the 45-calendar-day time line begins with the receipt of the referral unless there are exceptional family circumstances which are documented in a child's record, or when a parent has not provided consent to initiate the assessment process.
2. Referrals will be accepted through the SELPA and/or NBRC "Warm Line". All referrals received by SELPA will be forwarded to the "Warm Line" to promote efficiency, avoid duplication of services, and provide for data gathering. The agency responsible for intake will be identified and all referral

information will be forwarded to the appropriate agency. The date of referral will be documented by the receiving agency in the infant or toddler's record.

3. NBRC agrees to assign a service coordinator at the time the infant or toddler is referred for evaluation and assessment for all children except those who meet solely low incidence criteria. For these infants, SELPA will assign a service coordinator at the time of referral.
4. Pertinent information will be shared in a timely manner between NBRC and SELPA and with other agencies using the most expedient means possible (fax, e-mail, etc.).
5. Service coordinator from either agency will notify the other agency within two working days, if there is a joint assessment need on potential dually eligible infants.
6. The agency beginning the intake and assessment process will be responsible for either completing the process or requesting that it become a joint assessment with the other agency.
7. Intake and assessment will follow Part C law and regulations and be completed by the appropriately qualified personnel.
8. The participating agencies providing mandated services will endeavor to provide interpreters from existing staff. The responsible agency will provide for interpreter services whenever feasible. When payment for an interpreter is necessary, those services are the responsibility of the payor of last resort. NBRC and SELPA agree to share interpreter resources if available.
9. NBRC and SELPA contacts will be available at all times of the year, including school vacations, for referrals, etc.

B. Training and Staff Development

NBRC and LEA staff will plan and participate in joint training needs and assessment, as appropriate. SELPA and NBRC staff will participate in interagency 'round-table' discussions and problem solving.

C. Individualized Family Service Plans (IFSP)

1. Both parties to this Agreement will participate in the multi-agency IFSP meeting for any child commonly served by the two agencies. The initial IFSP meeting will be held within 45 days of the referral (except in exceptional circumstances listed under 7A1) NBRC will develop the IFSP for all infants except those who meet solely low incidence criteria. For these infants, the IFSP will be developed by the SELPA. Note: NBRC will assume responsibility for notifying parties of an IFSP multi-agency team meeting for mutually shared clients and assuring that all members of the team have the necessary documents and releases prior to the IFSP meeting.
2. A six-month IFSP review can be conducted informally by the identified IFSP Service Coordinator and the parent(s) either in person or by phone. If a change is requested that will result in new or additional services being provided, the agency that will provide or pay for those services must be notified and approve of the additional services prior to the revision of the IFSP being made. Both agencies will participate in the IFSP review meeting for dually eligible infants.
3. It is understood that each agency can only commit to providing services funded by that agency, i.e., NBRC can only authorize payment for NBRC services, and the SELPA for SELPA funded services.
4. NBRC and SELPA will use forms that meet requirements of law. The goal is to develop forms that will be mutually acceptable to NBRC and SELPA.
5. The agency's representative attending the IFSP meeting will have the authority to sign the document for the agency, per agency policy.

6. Services will be provided by both agencies according to the IFSP (note number three above). For SELPA, services shall be provided during summer vacations, when required on an IFSP.
7. Transfers of infants and toddlers with existing IFSPs who might meet the eligibility criteria for the other agency shall be discussed and appropriate paperwork exchanged by the SELPA program coordinator and the NBRC Early Start Coordinator. The agency currently serving the infant or toddler shall be responsible for arranging an IFSP, which both agencies can attend, to consider the actual transfer of the child to the other agency.

D. Transition Plan Procedures

1. SELPA agrees to notify NBRC of LEA preschool program operators within Sonoma County by July 1, of each year (or sooner, if available). Additionally, SELPA will provide NBRC with contact information for all LEA operated programs. For the school year specified in this interagency agreement, the LEA preschool program operators are:
 - a) *Cloverdale – intensive and nonintensive students.*
 - b) North County Consortium – Alexander Valley, Geyserville, Healdsburg, Horicon, Kashia, Westside, Windsor nonintensive and intensive students.
 - c) Cotati-Rohnert Park School District – nonintensive students only.
 - d) Petaluma Area Special Education – (PASE) Cinnabar, Dunham, Liberty, Old Adobe, Petaluma, Two Rock, Waugh, Wilmar School Districts - nonintensive students only.
 - e) Gravenstein – nonintensive students only.
 - f) Redwood Consortium - Bellevue, Bennett Valley, Kenwood, Mark West, Piner-Olivet, Rincon Valley, Roseland and Wright. intensive and nonintensive students.
 - g) Santa Rosa City Schools – intensive SLI/DHH, OI and SH and nonintensive students.

- h) Sonoma County Office of Education (SCOE) - all other intensive special education preschool students.
 - i) Sonoma Valley – nonintensive students only.
 - j) West County Consortium - Forestville, Ft. Ross, Guerneville, Harmony, Monte Rio, Montgomery, Oak Grove, Sebastopol, Twin Hills – intensive and nonintensive students.
2. NBRC agrees to distribute the list of potentially Part B eligible children between the ages of 2.6 years and 3.0 years of age to all preschool program operators monthly, via email.
 3. NBRC agrees to notify LEA preschool program operators of monthly meetings where children who are potentially Part B eligible will be discussed.
 4. The service coordinator, up to 9 months before the third birthday of the toddler receiving early intervention services, will:
 - Notify the parent of a toddler who may be eligible for special education services under Part B of the Individuals with Disabilities Act (IDEA) that transition planning will occur within the next six to nine months.
 - Determine the family’s district of residence by contacting the County Voter Registration lists at 565-6800 or online at: <http://vote.sonoma-county.org/districtlookup.aspx?sid=1009>
 - Determine the responsible LEA preschool program operator based on the listing of operators and types of programs above.
 - Notify the responsible LEA preschool program operator of a child who may be eligible for services under Part B of the IDEA that transition planning will occur within the next three to nine months.
 - Notify the LEA preschool program operator that there will be an IFSP meeting requiring the attendance of an LEA

representative, before the toddler is two years nine months, or at the discretion of all parties, up to nine months before the toddler turns three years old.

5. When SCOE is not the responsible LEA and the responsible LEA determines that the child will benefit from services at SCOE, the district shall notify SCOE and NBRC.
6. Within 30 days following the notification of the parent and the LEA preschool program operator, the family, service coordinator, and LEA representative will set the date for the IFSP to specify transition steps necessary for movement into services under Part B.
7. The transition steps and services contained in the IFSP at two years nine months or earlier shall include discussions with families in which information regarding the following will be provided:
 - The toddler's transition to special education for a toddler with a disability, who may be eligible for special education and related services under Part B of the Individuals with Disabilities Act (IDEA) act,
 - Steps to prepare the toddler for changes in service delivery, including steps to help the toddler adjust to, and function, in, a new setting;
 - Community resources such as Head Start, Child Development Preschools, private or public preschools, for a toddler who will not be eligible for special education services after thirty six months of age; and,
 - A projected date for a final review of the IFSP to review the early intervention services and the transition outcomes by age three
8. For toddlers who may be eligible for preschool services from an LEA under Part B of IDEA, the transition steps necessary for movement into services under Part B or other appropriate

program, are to be written at the IFSP meeting before the toddler is two years nine months, or, at the discretion of all parties, up to nine months before the toddler's third birthday. These shall include the following:

- With parental consent, the transmission of information about the toddler to the LEA preschool program operator including evaluation and assessment information and copies of the IFSPs that have been developed and implemented;

- Identifying assessments needed to determine NBRC and special education eligibility and determining the NBRC and LEA preschool program operator responsibilities and time lines for completing the needed assessments;

- Statement of steps and services necessary to ensure that the referral to an LEA preschool program operator is received by the LEA in a timely manner to ensure that assessments required under provision B of IDEA are completed and an IEP is implemented by the toddler's third birthday;

- A referral for evaluation and assessment for services, no later than the time the toddler is two years nine months of age or before the LEA preschool program operator's break in school services if the toddler will become three years of age during a break in school services. The transition IFSP shall contain steps necessary to satisfy the referral.

- Identification of the people responsible for convening an IEP and final IFSP meeting, and, the person responsible for convening an IPP meeting, if necessary, for a toddler by age three to:

 - Review progress toward meeting the early intervention services outcomes identified in the IFSP;

 - Determine the eligibility for special education and develop the IEP, and,

 - Develop an IPP if the toddler is also eligible for NBRC services.

9. For a child older than 2.6, the initial IFSP meeting will include transition planning. When a child 33 months of age or older is referred to Early Start for a speech evaluation only, the LEA preschool program operator may agree to accept the referral directly from NBRC without any further testing.
10. NBRC may provide a final speech evaluation for children whose initial speech evaluation was at 27 months of age or younger. For children whose speech and language evaluation occurred at 28 months of age or older, NBRC agrees to provide a final speech progress report.

11. If Part C eligibility is determined more than 45 days but less than 90 days before 3rd birthday, and child “may be eligible for preschool”, NBRC or SELPA must notify SEA and LEA as soon as possible after determining eligibility for Part C

- 12. If child is referred with fewer than 45 days before 3rd birthday, and child “may be eligible for preschool” with parental consent, NBRC or SELPA must notify SEA and LEA – no eligibility determination for Part C required.

E. Surrogates

1. The service coordinator assigned to a child will determine whether an infant or toddler needs a surrogate parent.
2. NBRC or SELPA, whichever is the payor of last resort will:
 - a) assign a surrogate parent within 30 days to an infant or toddler consistent with the provisions of State and Federal laws.
 - b) ensure that the surrogate parent has no interests that conflicts with the interests of the infant or toddler he or she represents, and is not an employee of the lead agency or any other public agency or EIS provider that provides early intervention services, education, care, or other services to the child or any family member of the child.

- c) ensure that the surrogates have the knowledge and skills that ensure adequate representation of the infant or toddler.
- d) ensure that the surrogate parent is not an employee of any state agency, regional center, LEA, or service provider involved in the provision of early intervention services to the infant or toddler.

Note: A person who otherwise qualifies as a surrogate parent is not an employee solely because he or she is paid by NBRC or SELPA to serve as a surrogate parent.

8. PROVISION OF EARLY INTERVENTION SERVICES

It is the intent of the participants to comply with the state and federal mandates for providing Early Intervention Services to infants in Sonoma County. These services are designed to meet the needs of the eligible child. They can also be services that meet the needs of the family as it relates to the child. Early Intervention Services are selected in collaboration with the family, and provided by qualified personnel.

For children served by NBRC - Government Code section 95004 was amended to require families to use their private insurance or health care service plan for medical services identified in the IFSP, other than for evaluation and assessment, in compliance with applicable federal and state law and regulation. Regional centers must continue to ensure the timely provision of required early intervention services.

All Early Intervention Services (As defined by law)

1. Assistive Technology Device/Services
2. Audiological Services
3. Family Training, Counseling, Home Visits
4. Health Services
5. Medical Services for Diagnosis and Evaluation
6. Nursing Services
7. Nutrition Services
8. Occupational Therapy
9. Physical Therapy
10. Psychological Services

11. Service Coordination
12. Sign Language and Cued Language Services
13. Social Work Services
14. Special Instruction
15. Speech-Language Pathology
16. Transportation
17. Vision Services

9. PROCEDURAL SAFEGUARDS

Both parties must abide by the Procedural Safeguards as outlined in the Federal, State Laws and regulations.

10. DISPUTE RESOLUTION

The following steps will be followed if a dispute arises between Sonoma County SELPA and NBRC as to:

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

Step 1: Every attempt should be made to resolve the dispute at the lowest possible administrative level starting with the supervisory level up to the agency director at NBRC and the SELPA director.

Step 2: If resolution of the dispute cannot be achieved, the lead agency can request a resolution of individual child complaints by impartial decision-maker.

Step 3: The lead agency contracts with the California Office of Administrative Hearings (OAH) to conduct mediation conferences and due process hearings for the Part C program. The lead agency assures that the necessary

revisions to written procedures for the timely administrative resolution of disagreements regarding the identification, evaluation, early intervention services or placement of children have been made by SELPA and NBRC or the designees.

11. STATUS OF SERVICES DURING A DISPUTE

During the pendency of a dispute, an infant will continue to receive the appropriate early intervention services currently being provided.

12. ASSIGNMENT OF FINANCIAL RESPONSIBILITY

During the pendency of a dispute, DDS will assign financial responsibility in accordance with Budget Act and consistent with the California Early Intervention Services Act as proposed in SB 1085, statutes of 1993.

This agreement shall be in effect from *July 1, 2012 to June 30, 2013*.

/s/ Bob Hamilton
Bob Hamilton, Executive Director
North Bay Regional Center

6/15/12
Date

/s/ Catherine Conrado
Catherine Conrado, Ed.D, Director
SELPA

6/15/12
Date