1. PURPOSE

The purpose of this agreement is to describe selected policies and procedures of Community Action Partnership Early Head Start 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 components necessary to ensure effective cooperation and coordination between the two agencies.

2. PARTIES

The parties to this agreement are Community Action Partnership Early Head Start (hereinafter referred to as EHS) 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. CHILD FIND

SELPA, in conjunction with North Bay Regional Center (NBRC), will conduct child find activities with local public agencies, including EHS, to locate all infants and toddlers who may be eligible for early intervention services.
A. EHS and SELPA agree to meet at least yearly to consider and coordinate child find activities, which may include the following:

1. SELPA, working in conjunction with NBRC, will disseminate information to EHS on how to make referrals to Early Start.

2. Distribution of early intervention materials to EHS regarding Early Start resources.

B. SELPA, in conjunction with NBRC, shall inform Early Head Start regarding:

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 within two working days of identification of an infant or toddler who is in need of early intervention services.

5. 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.

2. Referrals will be accepted through the “Early Start Warm Line”. The agency responsible for intake will be identified and all referral information will be forwarded to the appropriate agency (NBRC or SELPA). The date of referral
will be documented by the receiving agency in the infant or toddler’s record.

3. A service coordinator will be assigned at the time the infant or toddler is referred for evaluation and assessment.

4. Pertinent information will be shared in a timely manner between the service coordinator and EHS.

5. It is the intent of both agencies to support the concept of dual enrollment.

6. Intake and assessment will follow Part C law and regulations and be completed by the appropriately qualified personnel.

7. The participating agencies providing mandated services will endeavor to provide interpreters from existing staff. The responsible agency will provide for services whenever feasible. EHS and SELPA agree to share interpreter resources, whenever feasible.

8. The Early Start Warmline will be available for referrals, etc., at all times of the year, including school vacations.

B. Individualized Family Service Plans (IFSP)

1. For children referred to Early Start by EHS, the service coordinator will endeavor to include an EHS representative in the IFSP meeting(s). The service coordinator will work to ensure that all members of the team have the necessary documents and releases prior to the IFSP meeting.

2. It is understood that each agency can only commit to providing services funded by that agency, i.e., EHS can only authorize payment for EHS services, and the SELPA for SELPA funded services.

3. The agency’s representative attending the IFSP meeting will have the authority to sign the document for the agency, per agency policy.
4. There will be regular communication about dually served children and family's needs, and related service changes and updates through six-month and annual reviews of the IFSP, with parent consent.

C. Service Coordination and Delivery

1. It is the intent of both agencies to honor the roles and responsibilities to ensure coordinated service delivery.

Examples of coordinated service delivery and coordination include, but are not limited to:

   a) Consultative model
   b) Provision of Early Intervention direct services within the child's and families natural environments,
   c) Family/primary caregiver involvement
   d) Joint home visits (with family permission)
   e) co-facilitated socialization's or group socialization activities,
   f) participating in regular, ongoing communication about dually served infants/toddlers.
   g) planning for continuity of services, regardless of the time of year, including when a child transfers between catchment areas.

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:

   b) Cloverdale – 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 students, and nonintensive students.
h) Sonoma County Office of Education (SCOE) - all other Intensive special education preschool students.
i) Sonoma Valley – nonintensive students only.

2. For all dually served children, EHS shall be invited to the transition IFSP planning meeting by the service coordinator. This is to provide for joint planning of the transition process, to ensure continuity of services and success for the child in the new environment.

3. SELPA will identify any needed assessments for special education eligibility and determine the LEA responsibilities and time lines for completing the needed assessments.

4. SELPA and EHS will provide parents of children dually served by both agencies with information about community resources such as Head Start, Child Development Preschools, private or public preschools, for a toddlers whether they be eligible for special education services after thirty six months of age or not.
6. **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. There should be no cost to the family for these services unless the law provides for a system of payment of sliding scale.

All Early Intervention Services (As defined by law)

1. Assistive Technology Device/Services
2. Audiology
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. Social Work Services
13. Special Instruction
14. Speech-Language Pathology
15. Transportation
16. Vision Services

7. **PROCEDURAL SAFEGUARDS**

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

8. **REVIEW OF AGREEMENT**

Liaisons from both agencies will meet at least annually, and on an as-needed basis by mutual agreement, for the following purposes:
A. Review the effectiveness of the interagency collaboration and revise as necessary,

B. Address any outstanding policy issues between the agencies, and,

C. Establish a direction and priorities for ongoing collaboration efforts between the agencies that will include the planning and provision of training to community service providers.

9. DISPUTE RESOLUTION

The following steps will be followed if a dispute arises between Sonoma County SELPA and EHS 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 EHS and the SELPA Director.

Step 2: If resolution of the dispute can not be achieved, either agency can request a formal dispute resolution.

Step 3: DDS contracts with the California Office of Administrative Hearings (OAH) to conduct mediation conferences and due process hearings for the Part C programs. 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 EHS or the designees.
10. TERMS OF AGREEMENT

This agreement shall be in effect July 1, 2012 through June 30, 2013.

/s/ Ofelia Ochoa-Morris 6/12/12
Ofelia Ochoa-Morris, Director
Community Action Partnership EHS

/s/ Catherine Conrado 6/12/12
Catherine Conrado, Director
SELPÁ