APPENDIX A

Memorandum of Understanding
Sacramento County Office of Education
Part C
California Early Start Program
Appendix A

MEMORANDUM OF UNDERSTANDING
BETWEEN
ELK GROVE UNIFIED SCHOOL DISTRICT
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
SACRAMENTO COUNTY OFFICE OF EDUCATION
SAN JUAN UNIFIED SCHOOL DISTRICT
2002-03

The purpose of this Memorandum of Understanding is to establish an agreement between the Sacramento County Office of Education (SCOE) Special Education Local Plan Area (SELPA) and SELPAs in Elk Grove Unified School District (EGUSD), Sacramento City Unified School District (SCUSD) and San Juan Unified School District (SJUSD), describing the implementation of the Part C requirements for the California Early Start Program in Sacramento County.

The SCOE Infant Program will:

* Maintain enrollment at or above the California Department of Education’s (CDE) assigned funded capacity for Sacramento County to include all SELPA requirements for EGUSD, SCUSD, SCOE and SJUSD (other than SJUSD’s Hard of Hearing – HOH - program)

* Serve all children, in cooperation with the SJUSD HOH Program, identified as having a solely low incidence disability as described in Sections 56026 and 56026.5 of the Education Code and in subdivisions (a), (b), (d), or (e) of Section 3030 of Title 5 of the California Code of Regulations

  • Provide all new early intervention services such as:

    - Occupational Therapy (including direct service)
    - Physical Therapy (including direct service)
    - Nutrition Services
    - Respite Care
    - Transportation of families to early intervention services

  • Comply to new procedures and timelines for all infants served including:

    - 45 calendar day timeline for initial referral to Individualized Family Service Plan
    - provide service availability for a 200 day school year
    - service coordination responsibilities
    - data collection responsibilities

* Provide specialized services and equipment

* Assume administrative and regionalized service responsibilities

SJUSD HOH Infant Program will:
Serve up to sixteen children, with a hearing impairment as the primary disability, in the California Early Start Program

Will provide all new early intervention services (see SCOE section) for up to 16 children

Comply to new procedures and timelines for children served (see SCOE section)

Provide specialized equipment and services

Assume administrative and regionalized services for children enrolled in HOH program

EGUSD, SCUSD, SJUSD will:

Refer all families with children, birth to three, requesting special education services to the SCOE Infant Program. (SJUSD will respond to referrals for students with hearing disabilities within the SJUSD)

Transfer all fiscal allocations for participation in the California Early Start Program to the SCOE Infant Program. (SJUSD will maintain partial funding for serving up to 16 children in the HOH Infant Program)

Forward all CDE requests for data to SCOE Infant Program for response (exception: SJUSD HOH program)

Elk Grove Unified School District

San Juan Unified School District

Sacramento City Unified School District

Sacramento County SELPA

Special Education Department
Sacramento County Office of Education
Appendix B

ELIGIBILITY CRITERIA
California Education Code Section 52022

The California Early Start Program has established three categories for eligibility:

Developmental Delay, Established Risk and High Risk. The following definitions and criteria apply to the California Early Start Program:

1. Developmental Delay

A developmental delay exists if there is a significant difference between the infant or toddler’s current level of functioning and the expected level of development for his or her age in one or more of the following developmental areas:

(A) Cognitive
(B) Physical: including fine and gross motor, vision, and hearing
(C) Communication
(D) Social or emotional
(E) Adaptive

A developmental delay shall not be determined based on:

(A) Temporary physical disability:
(B) Cultural or economics factors:
(C) The normal process of second language acquisition; or
(D) Manifestation or dialect and sociolinguistic variance.

2. Established Risk

(A) An established risk condition exists when an infant or toddler has a condition of known etiology, which has a high probability of resulting in developmental delay;

(B) An established risk condition exists when an infant or toddler has a solely low incidence disability. A solely low incidence disability means one or a combination of low incidence disabilities which are vision impairment, severe orthopedic impairment, and hearing

(C) Impairment that is the primary disability and has a significant impact on learning and development of the infant or toddler as determined by the IFSP team of the LEA. The Infant or toddler
who has a solely

Appendix A disability shall not be eligible for services from a regional center.

3. High Risk for Developmental Disability

High risk of a developmental disability exists when an infant or toddler has a combination of two or more of the following factors:

(A) Prematurity of less than thirty-two weeks gestation and/or low birth weight of less than 1500 grams.

(B) Assisted ventilation for forty-eight hours or longer during the first 28 days of life.

(C) Small for gestational age: below the third percentile on the National Center for Health Statistics growth charts.

(D) Asphyxia neonatorum associated with a five minute Apgar score of 0 to 5.

(E) Severe and persistent metabolic abnormality, including but not limited to hypoglycemia, acidemia, and hyperbilirubinemia in excess of the usual exchange transfusion level.

(F) Neonatal seizures or nonfebrile seizures during the first years of life.

(G) Central nervous system lesion or abnormality.

(H) Central nervous system infection.

(I) Biomedical insult including, but not limited to, injury, accident or illness that may seriously or permanently affect developmental outcome.

(J) Multiple congenital anomalies or genetic disorders which may affect developmental outcome.

(K) Prenatal exposure to known teratogens.

(L) Prenatal substance exposure, positive infant neonatal toxicology screen or symptomatic neonatal toxicity or withdrawal.
(M) Clinically significant, Appendix B to thrive, including, but not limited to, weight persistently below the third percentile for age on standard

(N) Growth charts or less than 75% of the ideal weight for age and/or acute weight loss or failure to gain weight with the loss of two or more major percentiles on the growth curve.

(N) Parent who has a developmental disability as defined in Welfare and Institutions Code Section 4512(a).

(O) Persistent hypotonia or hypertonia, beyond that otherwise associated with a known diagnostic condition.
Appendix C

ELIGIBILITY CRITERIA

Title 5 Section 3030:

Eligible Handicapping Conditions:

* Hearing Impairment
* Visual Impairment
* Orthopedic Impairment
* Autistic
* Deaf/Blind
* Other Health Impaired
* Seriously Emotionally Disturbed
* Specific Learning Disability
* Significantly Below Average General Intelligence
* Language and Speech Disorders in one or more of:
  Voice, Fluency, Language and Articulation

Section 3031:

Further, previously conditions stated in 3030 are causing a 50% delay in one area of development or 25% delay in two or more areas of development in the areas of gross and fine motor; expressive and receptive language; cognitive development; visual development. Or, presence of a disabling condition or congenital syndrome which the Individualize Family Service Plan Team determines to have a high predictability of requiring special education and services.
APPENDIX B

Memorandum of Understanding
Alta California Regional Center
Part C
California Early Start Program
Shelton Yip  
Administrator, Special Education  
Sacramento City USD  
Serna Center  
5735 47th Ave.  
Sacramento, CA 95824

Dear Mr. Yip,

Enclosed is a copy of the signed California Early Start Memorandum of Understanding for Sacramento County. The MOU is effective 11/14/02 - 12/30/03. Please feel free to call me with any questions.

Sincerely,

[Signature]

Gina Guarneri  
Principal  
SCOE Infant Development Program  
277-5900x111
MEMORANDUM OF UNDERSTANDING
BETWEEN
ALTA CALIFORNIA REGIONAL CENTER
AND
ELK GROVE UNIFIED SCHOOL DISTRICT SELPA,
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SELPA
SACRAMENTO COUNTY SELPA
SAN JUAN UNIFIED SCHOOL DISTRICT SELPA
AND
WARMLINE FAMILY RESOURCE CENTER

1.0 PURPOSE

The purpose of this agreement is to define, describe, and clarify each agency’s policies and responsibilities including referral, evaluation and assessment, child find, fiscal responsibilities, service coordination, transition etc. as related to the implementation of the California Early Start Program in Sacramento County. The agencies involved in this Memorandum of Understanding are the Alta California Regional Center (hereon referred to as ACRC); the WarmLine Family Resource Center (hereon referred to as WarmLine) and the four Special Education Local Plan Areas (hereon referred to as SELPA) in Sacramento County including the Elk Grove Unified School District, Sacramento City Unified School District, Sacramento County and the San Juan Unified School District SELPA. Through agreement, the SELPA programs will be operated through the Sacramento County Office of Education’s Infant Program and the San Juan Unified School District’s Deaf or Hard of Hearing Class (see attached SELPA agreement, Appendix “A”). The Sacramento County Office of Education’s (SCOE) Infant Development Program (IDP) and the San Juan Unified School District’s Deaf or Hard of Hearing class will be referred to as the “LEA”.

2. 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 the California Early Start Program, as defined in California statues, regulations and polices. The definition of the eligible population is found in Appendix “B”, which is attached to and made a part of this agreement.

3. PAYOR OF LAST RESORT

3.1 Financial Responsibility

ACRC and SELPA will operate within the provisions of the State Interagency Agreement executed between the Department of Developmental Services (DDS) and the California Department of Education (CDE) on September 9, 1993. Due to the importance of the provision entitled “Payor of Last Resort,” those pertinent sections of the state interagency agreement are presented below:

3.11 DEFINITIONS: “Payor of Last Resort” means the ACRC or the SELPA that is ultimately responsible to arrange, provide, or pay for appropriate early intervention services, as defined in 34 CFR, Section 303.12, as listed on an Individualized Family Service Plan (IFSP) as a required service, after all other
providers or payers have been considered and eliminated because their legal responsibilities have been fulfilled under state or federal law.

3.12 ACRC will be the payor of last resort for all California Early Start Program infants who are regional center clients as defined by 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 and toddlers, ages birth to 36 months of age, with solely visual, hearing, or severe orthopedic impairments or any combination thereof, who meet the criteria in Sections 56026 and 56026.5 of the Education Code, and in subdivision (a), (b), (d) or (e) of Section 3030, and Section 3031 of Title 5 of the California Code of Regulations.

3.13 SELPA: The SELPA will be payor of last resort for those “low incident” infants and toddlers with solely visual, hearing or severe orthopedic impairment, or any combination thereof, and who are not eligible for regional center services. The criteria and definitions for those infants are found in Section 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 (please see Appendices “B” and “C”)

3.14 PROVIDER OF SERVICES; Upon the completion of an assessment and determination of eligibility, services are provided by the respective agencies as the Payor of Last Resort:

3.141- All infants/toddlers assessed as “solely low incident” (visual, hearing or severe orthopedic impairment, or any combination thereof, and who are not eligible for regional center services), shall be served by the LEA.

3.142 - To be eligible for education services through the LEA, the child shall be identified as having an eligible handicapping condition, such as: hearing impairment; visual impairment; severe orthopedic impairment; autistic; deaf/blind; other health impaired, seriously emotionally disturbed, specific learning disability, significantly below average general intelligence; language and speech disorder in one or more of the following: voice, fluency, language and articulation; AND the condition(s) is causing: 50% delay in one area of development OR 25% delay in two or more areas of development, within the domains of gross or fine motor; expressive or receptive language; cognitive delay and visual development, OR have a disabling condition or congenital syndrome which the IFSP team determines has a high predictability of requiring special education and services.

3.143 -If no space is available in the LEA program for the infant/toddler identified in 3.142 above, as payor of last resort, ACRC shall provide appropriate services through the IFSP process.

3.144 - All infants/toddlers identified as being “at risk” for developmental delays shall be provided with appropriate services based upon assessment through the ACRC’s IFSP process.
3.145 - All infant/toddlers, between the ages of birth to 36 months, receiving services through ACRC and subsequently determined by assessment to have a "solely low incident" impairment, shall be served by the LEA. The SELPA of residence will become the payor of last resort. The infant/toddler will discontinue its involvement with ACRC.

3.2 MAINTENANCE OF EFFORT

ACRC is the designated payor of last resort for children jointly served by ACRC and the LEA. The LEA shall provide services to 211 infants who meet both agencies’ eligibility criteria provided the LEA does not exceed its funding capacity as determined by the California Department of Education.

4.0 PROGRAM IMPLEMENTATION POLICIES

4.1 Community Collaboration

The STAR Collaborative (Sacramento Trans-Agency Resource Collaboration) is a consortium of programs and agencies serving children birth to three with special needs and their families. The purpose of the STAR Collaborative is to share information, problem-solve issues and maximize resources to provide training and support to staff and families. STAR members are ACRC, SCOE IDP, Lekotek Children’s Path Program, Easter Seals Infant Program, WarmLine, Early Head Start, and the Sacramento County Department of Health and Human Services. STAR meets monthly. STAR members participate in the Family Support Collaborative Home Visitation Council, a collaborative of all home visiting programs in Sacramento County. STAR members represent the issues of "disability" and California Early Start on the Council advisory and committees.

WarmLine acts as a neutral contact for families and professionals involved with infants and toddlers with special needs. The WarmLine maintains county specific data including information, resources and support options regarding families, Special Education Local Plan Areas, Infant Development Programs, public health, California Children Services, Women Infants and Children (WIC), alcohol and drug programs, county social service agencies, mental health programs, parent support groups etc. As this information changes, it is updated in the WarmLine databases, service files, and publications including the Local Directory, Hospital to Home booklet, NICU parent packets, etc.

4.2 Child Find

WarmLine assists in child find, public awareness and outreach by providing culturally sensitive/aware information on the early intervention service system to families, professionals and community members. Presentations regarding the WarmLine, family support and early intervention, are made to community groups, service providers, medical facility staff, local education staff, parent support groups, etc. WarmLine also participates in a variety of community events to disseminate information regarding the California Early Start program in Sacramento County. These community events may include health fairs, information and/or resource fairs, disability awareness events and the annual Buddy Walk. The WarmLine hosts a monthly parent education class, “An Introduction to Early Start”, which targets parents of children in the Sacramento area.
Neonatal Intensive Care Units, (NICU) but is open to anyone with children entering the Early Start Program.

ACRC attends weekly NICU rounds at Mercy, Kaiser, University of Davis, and Sutter hospitals. Child fine activities frequently occur in these settings.

ACRC, LEA and WarmLine also work closely with the public health nurses and other community organizations and agencies to coordinate child find and the delivery of early childhood services

4.3 Referral Procedures

4.3.1 Initial Referral: The 45 day intake period begins on the day a written or verbal referral is received by ACRC or the LEA. Either agency may be called upon to assume the role of IFSP Service Coordinator. It is agreed that the agency that conducts the intake interview with the family assumes the role of Interim Service Coordinator until the IFSP Service Coordinator is identified at the IFSP meeting. The Service Coordinator is responsible for ensuring that the timelines for the initial IFSP are met.

For an infant or toddler who appears eligible for services from both agencies, the written referral will be developed by the agency receiving the notification. The referral will then be transmitted to the other responsible agency in a timely manner, not to exceed five calendar days. This five day period is included within the 45 calendar day timeline for development of the Individual Family Service Plan (IFSP). It is the intent of ACRC and the LEA to coordinate the evaluation and assessment phase with the family to establish a unified intake process.

If the LEA is at funded capacity ACRC will conduct the evaluation, assessment and Individualized Family Service Plan (IFSP) without LEA assistance.

If the child is challenged with a solely low incidence disability (and not eligible for ACRC services) the LEA will conduct the evaluation, assessment and IFSP without ACRC assistance.

4.3.2 Transfers: When a family transfers into Sacramento County with a child already determined eligible for California Early Start Services the agency receiving the referral for services will notify the other responsible agency in a timely manner not to exceed five calendar days.

If the child has a current IFSP from an educational program under the auspices of the California Department of Education (CDE), the LEA will immediately enroll the child into the LEA sponsored education program. When necessary, funded capacity will be waived by the LEA to immediately enroll the child.

Children transferring into the county with an IFSP funded through the Department of Developmental Services (no previous LEA services) will be evaluated and assessed to determine LEA eligibility, if the LEA is under funded capacity. If the LEA determines the child to be eligible for services, the LEA will provide an educationally related program and services as determined through the IFSP process. If the child is not LEA eligible for
services ACRC will provide services for the child/family if the child qualifies for early start services.

When the LEA is at funded capacity and the child transferring into the county has an IFSP funded through the Department of Developmental Services (no previous LEA services) ACRC will provide services for the child/ family as delineated by the IFSP process.

4.4 Individualized Family Service Plans (IFSP)

Both parties to this agreement will participate in the multi-agency IFSP meetings for any child commonly served by both agencies. The initial IFSP determining eligibility and entering the child and family into the California Early Start Program will be held within 45 days of the receipt of the written referral. All subsequent IFSP meetings, for the child and family, will require an IFSP meeting notice exchanged between the agencies.

Based on family preference, a qualified staff member from ACRC or the LEA will act as the family’s service coordinator. The service coordinator is responsible for obtaining required consent from parents/legal guardians; assisting the family to obtain needed services; facilitating the evaluation and assessment of the child and family; is knowledgeable of parent’s rights, due process, confidentiality, required IFSP components, timelines, the transition process and the payment of services identified on the IFSP. The service coordinator is also responsible for arranging the IFSP meetings and ensures the IFSP notice is written in the family’s native language; provides interpreter and translator services as required.

Any changes made to the plan at or before the six-month review must be documented on the IFSP sheet and a copy must be sent to the other agency for their record.

In the development of the IFSP, pursuant to current law, a full range of services shall be made available to the child/family. It is understood that each agency can only commit to providing services funded by that agency; the agency representative attending the IFSP meetings will have the authority to sign the IFSP document for that agency.

The LEA is funded to provide services for a 200-day program year. Families seeking to obtain services for more than a 200-day program year will be supported in obtaining additional days, as needed, through the IFSP process. As payor of last resort, ACRC will fund services beyond the LEA’s 200-day capacity, as determined by the IFSP team.

ACRC and LEA generated reports on child / family progress; assessment and evaluations and other related information will be exchanged between agencies and the family during the IFSP meetings.

If English is not the primary language of the family, it is agreed that the designated Service Coordinator will make every attempt to purchase the services of an interpreter for multi-agency IFSP meeting if no staff or community resources are available to interpret.

4.5 Year Round Contact

ACRC, LEA and WarmLine agree to maintain year-round contact on two levels: families/agency and agency/agency. Staff will be available year round by phone, and
home visit if needed, to respond to family inquiries and referrals for evaluation. The ACRC, LEA and WarmLine will maintain ongoing, year-round communication through the monthly STAR meetings, email and telephone.

4.6 Transition Procedures

At a minimum, both parties will agree to abide by the following timetable of activities:

<table>
<thead>
<tr>
<th>TIMELINE</th>
<th>ACTIVITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 years 6 months</td>
<td>The service coordinator schedules a meeting with the family to develop a Transition Plan with the LEA and ACRC for those children who are eligible for services from both agencies. Family develops Transition Plan with the LEA and/or ACRC when one agency is the sole provider of services. In either situation, after the service coordinator obtains parental consent, the school district of residence is notified. The service coordinator also completes a preschool referral form, attaches the current IFSP and assessment and mails child specific information to the district of residence’s designated representative.</td>
</tr>
<tr>
<td>2 years 9 months</td>
<td>The service coordinator convenes a meeting to review the Transition Plan with the family. Representatives from the district of residence; ACRC and/or LEA; Head Start if appropriate, will be contacted to attend the meeting. A plan for coordinating the child’s evaluation and assessment will be developed.</td>
</tr>
<tr>
<td>Prior to 36 months</td>
<td>An Individualized Education Program Plan and/or IPP and/or IFSP meeting will be held for children/family to complete the transition.</td>
</tr>
</tbody>
</table>

LEA and ACRC meet with the school district representatives quarterly to review transition procedures and make necessary changes to refine the process.

5.0 SURROGATE PARENTS

The SELPA will continue to implement the Surrogate Program in accordance with the Surrogate Policy. The SELPA agrees to share its listing of surrogate parents with ACRC. The SELPA may request a share of reimbursement from ACRC for training.

6.0 PROCEDURAL SAFEGUARDS

Both parties must abide by the Procedural Safeguards as outlined in the federal and state law and accompanying regulations. Parents will be informed of their rights to due process at the initial meeting with each agency and at each annual IFSP meeting. During the continuance of a dispute, a child may continue to receive the same level of early intervention services currently being provided by either agency as identified and agreed upon in the IFSP. If the dispute involves initial early intervention services, the child may receive the early intervention services identified and agreed to in the IFSP.

7.0 DISPUTE RESOLUTION
The following steps will be followed should a dispute arise from the issues identified above:

Step 1: Every attempt will be made to resolve the dispute at the lowest possible administrative level starting with the supervisory level up to the agency Director at ACRC and the SELPA Director. The Sacramento Trans-Agency Resource Collaboration will meet monthly to discuss California Early Start challenges in Sacramento County.

Step 2: If resolution of the dispute is not achieved, the two parties may request technical assistance from the Department of Developmental Services (DDS) and the California Department of Education (CDE).

Step 3: If resolution cannot be reached within 60 calendar days, the issue will be referred to DDS and CDE for the state-level review and resolution.

Step 4: The state-level review will be conducted jointly by DDS and CDE and a decision rendered within 60 calendar days of receipt of the dispute.

8.0 ADDITIONAL COMPONENTS

Both agencies mutually acknowledge and agree to the need for ongoing professional development activities and joint training of staff regarding the implementation of the California Early Start Program, as defined in California statues, regulations and policies within Sacramento County. Within the first quarter of the program year, professional development activities and training shall be identified through the STAR Collaborative. The training activities will include the staff of the ACRC vendor infant programs.

The Early Intervention Coordinators/designee for ACRC and the Principal / designee for the LEA shall be responsible for the coordination and planning of this process to ensure that an annual “needs assessment” is completed. As an outcome of the “needs assessment”, recommendations shall be made for agency approval, cost sharing and implementation of these professional development activities.

Copies of this agreement shall be made available to all staff of the parties of the agreement and appropriate training shall be provided through the respective agencies to ensure continuity of implementation of the Memorandum of Understanding.
9.0 TERMS OF AGREEMENT AND REVIEW SCHEDULE

This agreement shall be in effect from the date of signature to December 30, 2003. If any changes are recommended, the contracting party will notify the other and a mutual date for a meeting will be determined. Both parties may extend the agreement on an annual basis by the signing of a notification of extension.

Jim Huyck, Executive Director
Alfa California Regional Center

Shelton Yip
Sacramento City Unified SELPA

Bill Tollestrup
Elk Grove Unified SELPA

Judith Holsinger, Director
Sacramento County SELPA

Gary Johnson, Director
Sacramento County Office of Education

John Sayler, Director
San Juan Unified SELPA

Al Millan
WarmLine Family Resource Center
Appendix A

MEMORANDUM OF UNDERSTANDING
BETWEEN
ELK GROVE UNIFIED SCHOOL DISTRICT
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
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  - Respite Care
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- Comply to new procedures and timelines for all infants served including:
  - 45 calendar day timeline for initial referral to Individualized Family Service Plan
  - provide service availability for a 200 day school year
  - service coordination responsibilities
  - data collection responsibilities

* Provide specialized services and equipment

* Assume administrative and regionalized service responsibilities

SJUSD HOH Infant Program will:
* Serve up to sixteen children, with a hearing impairment as the primary disability, in the California Early Start Program

* Will provide all new early intervention services (see SCOE section) for up to 16 children

* Comply to new procedures and timelines for children served (see SCOE section)

* Provide specialized equipment and services

* Assume administrative and regionalized services for children enrolled in HOH program

**EGUSD, SCUSD, SJUSD will:**

* Refer all families with children, birth to three, requesting special education services to the SCOE Infant Program. (SJUSD will respond to referrals for students with hearing disabilities within the SJUSD)

* Transfer all fiscal allocations for participation in the California Early Start Program to the SCOE Infant Program. (SJUSD will maintain partial funding for serving up to 16 children in the HOH Infant Program)

* Forward all CDE requests for data to SCOE Infant Program for response (exception: SJUSD HOH program)

Bill Colston
Elk Grove Unified School District

John [Signature]
San Juan Unified School District

Susan [Signature]
Sacramento City Unified School District

Julia [Signature]
Sacramento County SELPA

[Signature]
Special Education Department
Sacramento County Office of Education
Appendix C

ELIGIBILITY CRITERIA

Title 5 Section 3030:

Eligible Handicapping Conditions:

* Hearing Impairment
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* Orthopedic Impairment
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Section 3031:

Further, previously conditions stated in 3030 are causing a 50% delay in one area of development or 25% delay in two or more areas of development in the areas of gross and fine motor; expressive and receptive language; cognitive development; visual development. Or, presence of a disabling condition or congenital syndrome which the Individualize Family Service Plan Team determines to have a high predictability of requiring special education and services.
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ELIGIBILITY CRITERIA
California Education Code Section 52022

The California Early Start Program has established three categories for eligibility:

Developmental Delay, Established Risk and High Risk. The following definitions and criteria apply to the California Early Start Program:

1. **Developmental Delay**

   A developmental delay exists if there is a significant difference between the infant or toddler’s current level of functioning and the expected level of development for his or her age in one or more of the following developmental areas:
   
   (A) Cognitive  
   (B) Physical: including fine and gross motor, vision, and hearing  
   (C) Communication  
   (D) Social or emotional  
   (E) Adaptive  

   A developmental delay shall not be determined based on:

   (A) Temporary physical disability:  
   (B) Cultural or economic factors:  
   (C) The normal process of second language acquisition; or  
   (D) Manifestation or dialect and sociolinguistic variance.  

2. **Established Risk**

   (A) An established risk condition exists when an infant or toddler has a condition of known etiology, which has a high probability of resulting in developmental delay;

   (B) An established risk condition exists when an infant or toddler has a solely low incidence disability. A solely low incidence disability means one or a combination of low incidence disabilities which are vision impairment, severe orthopedic impairment, and hearing

   (C) Impairment that is the primary disability and has a significant impact on learning and development of the infant or toddler as determined
Appendix B
by the IFSP team of the LEA. The Infant or toddler who has a solely low incidence disability shall not be eligible for services from a regional center.

3. **High Risk for Developmental Disability**

High risk of a developmental disability exists when an infant or toddler has a combination of two or more of the following factors:

(A) Prematurity of less than thirty-two weeks gestation and/or low birth weight of less than 1500 grams.

(B) Assisted ventilation for forty-eight hours or longer during the first 28 days of life.

(C) Small for gestational age; below the third percentile on the National Center for Health Statistics growth charts.

(D) Asphyxia neonatorum associated with a five minute Apgar score of 0 to 5.

(E) Severe and persistent metabolic abnormality, including but not limited to hypoglycemia, acidemia, and hyperbilirubinemia in excess of the usual exchange transfusion level.

(F) Neonatal seizures or nonfebrile seizures during the first years of life.

(G) Central nervous system lesion or abnormality.

(H) Central nervous system infection.

(I) Biomedical insult including, but not limited to, injury, accident or illness that may seriously or permanently affect developmental outcome.

(J) Multiple congenital anomalies or genetic disorders which may affect developmental outcome.

(K) Prenatal exposure to known teratogens.
Appendix B

(L) Prenatal substance exposure, positive infant neonatal toxicology screen or symptomatic neonatal toxicity or withdrawal.

(M) Clinically significant failure to thrive, including, but not limited to, weight persistently below the third percentile for age on standard

(N) Growth charts or less than 75% of the ideal weight for age and/or acute weight loss or failure to gain weight with the loss of two or more major percentiles on the growth curve.

(N) Parent who has a developmental disability as defined in Welfare and Institutions Code Section 4512(a).

(O) Persistent hypotonia or hypertonia, beyond that otherwise associated with a known diagnostic condition.
MEMORANDUM OF UNDERSTANDING
BETWEEN
ALTA CALIFORNIA REGIONAL CENTER
AND THE LEAs WITHIN THE FOLLOWING
SPECIAL EDUCATION LOCAL PLAN AREAS

Colusa County SELPA, El Dorado County SELPA,
Elk Grove Unified School District, Placer/Nevada SELPA,
Sacramento City Unified School District,
Sacramento County SELPA,
San Juan Unified School District, Sierra County SELPA,
Sutter County SELPA, Tahoe/Alpine SELPA,
Yolo County SELPA, and Yuba County SELPA

PHILOSOPHY:

The purpose of this Interagency Agreement is to describe a collaborative standard of practice between Alta California Regional Center (ACRC) and the 12 Alta Catchment Area Special Education Local Plan Areas (SELPAs) as it relates to the delivery of services for children and families served by both agencies. It is the intent of all parties that this agreement will promote the "Collaborative Service Delivery Model" (CSDM) in ACRC's region/and will provide a regional model of service. This agreement outlines the responsibilities of each agency.

PURPOSE OF THIS DOCUMENT:

1. Assure services are provided to mutual students/consumers according to legislative mandates and intents.
2. Encourage a cooperative relationship among all agencies and families.
3. Establish and maintain channels of communication between agencies.
4. Define the financial responsibilities of each agency per IDEA and the Lanterman Act
5. Address transition procedures
6. Develop procedures for resolving disputes.
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APPROVAL:
SPECIAL EDUCATION LOCAL PLAN AREAS (SELPAs)  
ALTA CALIFORNIA REGIONAL CENTER (ACRC)  

MEMORANDUM OF AGREEMENT  

I. Administration:  

<table>
<thead>
<tr>
<th>ACRC WILL:</th>
<th>SELPAs WILL:</th>
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<tbody>
<tr>
<td>1. Designate liaisons person(s) who will be responsible for facilitating</td>
<td>1. Designate liaisons person(s) who will be responsible for facilitating</td>
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<tr>
<td>interaction with the SELPAs;</td>
<td>interaction with ACRC;</td>
</tr>
<tr>
<td>2. Assist in the identification of resources that may facilitate</td>
<td>2. Assist in the identification of resources that may facilitate</td>
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<tr>
<td>implementation of the IEP;</td>
<td>implementation of the IPP;</td>
</tr>
<tr>
<td>3. Provide each SELPA with a current list of Service Coordinators /</td>
<td>3. Provide ACRC with a current staff roster by each September identifying</td>
</tr>
<tr>
<td>Supervisors by area each August identifying names and positions. The</td>
<td>names, positions, and phone numbers of program managers. The liaisons will</td>
</tr>
<tr>
<td>agency liaison(s) will be identified on the list;</td>
<td>be identified on the list;</td>
</tr>
<tr>
<td>4. Designate Service Coordinators to participate in transition meetings;</td>
<td>4. Designate a representative to participate in transition meetings;</td>
</tr>
<tr>
<td>5. Work cooperatively with each SELPA with regards to the review and</td>
<td>5. Work cooperatively with ACRC with regards to the review and implementation</td>
</tr>
<tr>
<td>implementation of this agreement;</td>
<td>of this agreement;</td>
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<tr>
<td>6. Hold at least two joint training sessions with the SELPAs annually</td>
<td>6. Hold at least two joint training sessions with ACRC annually (i.e., IFSP,</td>
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<tr>
<td>(i.e., IFSP, IEP and IPP process); and</td>
<td>IEP and IPP process); and</td>
</tr>
<tr>
<td>7. Invite LEAs to participate in the evaluation of the regional centers'</td>
<td>7. Be responsible for appointing a surrogate parent when needed; and</td>
</tr>
<tr>
<td>performance based contract with DDS as part of the federal and local</td>
<td>8. Provide a SELPA representative to the Regional Center's &quot;Community meeting(s)&quot;.</td>
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<tr>
<td>priority area of system coordination and community education objectives;</td>
<td></td>
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<tr>
<td>and</td>
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<tr>
<td>8. Notify SELPAs of the Regional Center's &quot;Community meetings&quot;.</td>
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</table>

*SELPAs are defined as SELPAs in the Alta CRC catchment area, and in some cases, its LEAs and/or school districts within the Local Plan Areas.
Il. TRANSITION

ACRC and SELPA recognize there are important transitions in each student/consumer’s life. These will vary with the student/consumer’s needs and may include a change in schools, classrooms, teachers, or grade levels such as from preschool to kindergarten or primary to junior high. Some transition planning is long term and involves years of preparation, such as planning the transition from school to adult life. This process will begin no later than when the student/consumer is 14 years of age. These periods can prove challenging for consumers and parents and require careful collaborative planning with IEP and IPP team members. Whenever possible, it is the intention of both agencies to collaborate with the consumer and parents to assure effective transitions.

SELPA and ACRC will, through a collaborative IEP/IPP/ITP process with the student/consumer, parent(s) and the LEA and ACRC staff, implement a smooth transition from:

1. Infant to preschool programs: preschool to public education
2. Public education setting to an appropriate adult community life experience

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<tr>
<th>ACRC WILL:</th>
<th>SELPAs WILL:</th>
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<tbody>
<tr>
<td>1. Accept all SELPAs referrals for eligibility screening for ACRC services;</td>
<td>1. Meet with ACRC periodically to discuss transitions of all student/consumers, including infants into preschool programs and young adults into services beyond the education system.</td>
</tr>
<tr>
<td>2. Meet with SELPAs periodically to discuss transitions of all student/consumers, including infants into preschool programs and young adults into services beyond the education system;</td>
<td>2. Address educational issues through the IEP based on assessment and need.</td>
</tr>
<tr>
<td>3. Address services and supports through the IPP process based on assessment and need;</td>
<td>3. Notify ACRC when ITPs require interagency coordination (at 14 and beyond).</td>
</tr>
<tr>
<td>4. Participate in the transition IEP/ITP planning for students/consumers;</td>
<td>4. Notify ACRC in a timely manner to coordinate transition from IFSP to joint IPP/IEP;</td>
</tr>
<tr>
<td>5. Notify districts in a timely manner to coordinate transition from IFSP to joint IPP/IEP;</td>
<td>5. Notify ACRC when any student/consumer is identified who may require the services of the other in order to more effectively plan and work together on behalf of children and families;</td>
</tr>
<tr>
<td>7. 6. Cooperate in planning for Transition Services, planning for school to work and employment opportunities beginning at age 18; and</td>
<td>7. 6. Cooperate in planning for Transition Services, planning for school to work, and employment opportunities beginning at age 18; and.</td>
</tr>
<tr>
<td>6 7. Notify school districts when any student/consumer is identified who may require the services of the other in order to more effectively plan and work together on behalf of children and families, and</td>
<td>6 7. Notify ACRC when a student/consumer graduates, receives a certificate of completion, or withdraws from school as an adult.</td>
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</table>
III. CHILD FIND

ACRC and SELPAs will provide services to all eligible students/consumers. An active child find or search is operational within the Alta Catchment Area. Both agencies will coordinate search activities. Every effort will be made to provide information to the general public and to public and private agencies about the availability of early intervention services throughout the Special Education Local Plan Areas.
ACRC WILL:

1. Refer all infants (at age 30 mos.), preschool and school age children who may need special education and who are not enrolled in a school program to their school district office for educational assessment and program planning, and provide information necessary to support the referral process;

2. With parent permission, furnish the SELPAs with a list of those children and youth @ birth – 21 receiving services from ACRC, with each consumer’s case manager, each August and January, including those student/consumers who live in licensed children’s facilities (LCI’s and Foster Family Homes) and the name of the facility. In the case of infants @ birth -3, the SELPA must be notified by the age of 30 months;

3. Notify the County Office of Education and the appropriate SELPA of the proposed placement by ACRC in a licensed residential facility of any student/consumer potentially eligible for special education (seven school days) prior to LCI placement, in accordance with Government code 7579;

4. In emergencies, ACRC notify by telephone the SELPA office of such emergency placement ASAP, and for placements made by other agencies, ACRC will notify SELPA of residence as soon as they become knowledgeable; and

5. Provide information and community education regarding ACRC services and available community services to the general public, and the LEA.

SELPA WILL:

1. Notify each appropriate special education student/consumer and/or family of the possible eligibility and planning team process available from ACRC, and advise parents of individuals suspected of having developmental disabilities to contact ACRC for assessment of eligibility for Regional Center services;

2. Refer children and youth suspected of having a developmental disability to ACRC for intake services if parents so authorize;

3. Respond to all referrals from ACRC of students/consumers @ birth -21 years of age, and follow mandated timelines; and

4. Provide information and community education regarding special education services to the general public and to Alta.

IV. EXCHANGE OF INFORMATION
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<tr>
<th><strong>ACRC WILL:</strong></th>
<th><strong>SELPAs WILL:</strong></th>
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<tbody>
<tr>
<td>1. Disseminate information on services and supports, policies, and procedures (such as confidentiality requirements);</td>
<td>1. Disseminate information on services, policies, and procedures (such as confidentiality requirements);</td>
</tr>
<tr>
<td>2. Secure parental permission to share authorized ACRC information including assessment data that is relevant to the development of the consumer's individual educational program (IEP) and other educational services;</td>
<td>2. Secure parental permission to share authorized LEA information, including assessment data that is relevant to the development of the consumer's IPP;</td>
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<tr>
<td>3. Provide LEAs with student/consumer assessment/diagnostic/IPP data upon written release by parent/guardian on appropriate SELPA or ACRC consent forms; and</td>
<td>3. Provide ACRC with student/consumer assessment/diagnostic/IEP data upon written release by parent/guardian on appropriate SELPA or ACRC consent forms; and</td>
</tr>
<tr>
<td>4. Notify the SELPA's contact person of the consumer's initial individual program plan (IPP), development meeting within a reasonable period of time and request the school's participation and/or written input; and</td>
<td>4. As appropriate for the development of the IEP of students/consumers, notify ACRC, simultaneous with parent/guardian notification, of the initial and subsequent IEP development meetings, and any IEP development meeting and any IEP reviews within a reasonable period of time prior to meeting</td>
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<tr>
<td>5. Shall Provide a copy of the IPP authorizing services to SELPA as appropriate.</td>
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V. ASSESSMENT OF STUDENTS/CONSUMERS

ACRC and SELPAs believe in and will implement joint assessment and planning processes. We will both share resources and attempt to avoid duplication; especially in the assessment process.

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<tr>
<th>ACRC WILL:</th>
<th>SELPAs WILL:</th>
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<tr>
<td>1. Complete and/or procure psychological, medical and other necessary assessments/information for completion of a comprehensive assessment for the:</td>
<td>1. When a LEA determines that conducting an assessment is appropriate, the LEA will develop an assessment plan with parent/guardian approval and assess for possible special education eligibility. When an LEA determines that conducting an assessment is not appropriate, the LEA will notify the parent/guardian in writing;</td>
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<tr>
<td>- establishment of a diagnosis,</td>
<td>2. Refer potential regional center consumer(s) to ACRC as early as possible.</td>
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<td>- determination of eligibility,</td>
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<tr>
<td>- development of the Individual Program Plan (IPP);</td>
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<tr>
<td>2. Refer appropriate individuals to SELPA/LEA of resident as early as possible for an educational assessment to determine special education needs;</td>
<td>3. Coordinate, as appropriate, with ACRC in the development of an assessment plan; to identify need for special education services, and to establish eligibility.</td>
</tr>
<tr>
<td>3. Provide and/or coordinate specialized assessments that are specified in the consumer’s IPP;</td>
<td>4. Assess the student/consumer in areas related to the suspected disability as specified in the assessment plan, and avoid duplication of recent assessments when possible;</td>
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<tr>
<td>4. Assist parents in obtaining specialized assessments as appropriate in order to implement IPPs; and</td>
<td>5. Provide assessments in areas specified by the assessment plan and/or IEP; and</td>
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<tr>
<td>5. Share assessment data with LEAs, with parent/guardian permission.</td>
<td>6. Share assessment data with ACRC, with parent permission.</td>
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For education, every attempt will be made to not use private assessors who potentially may be private service providers, as this is a conflict of interest (Ed. Code 56042). For Regional Center, the decision to purchase a service must be made by the Planning Team (W & I 4646).
VI. IEP and IPP Development

ACRC AND THE SELPAs BELIEVE IN THE COLLABORATIVE PRACTICE OF CONDUCTING ONE MUTUAL IEP/IPP MEETING. We acknowledge the responsibility of ACRC to develop and implement the IPP and of the LEA to develop and implement the IEP. The intent of this collaboration is to work together for mutual service delivery. In an effort to continue a collaborative working relationship, both ACRC and SELPA will, with parent consent, encourage the inclusion of LEA and ACRC staff, in the development of the IPP/IEP.

ACRC WILL:

1. Recognize the educational agency and parent as having the primary responsibility for the development of the IFSP/IEP determination of the educational placement through the IFSP/IEP;

2. Identify the service coordinator as the IPP Team leader, who will convene the meeting, and develop the IPP including generic resources/services.

3. Whenever possible, schedule IEP/IPP meetings concurrently. Recognize/include the IEP as the educational part of the student's/consumer's IPP record and make no changes in the IEP except by agreement of the student's/consumer's IEP team;

4. Have staff available to participate in the development and review of the IEP for ACRC consumers; and/or, with parental written consent, submit written information to the IEP meeting;

5. Be responsible for assuring the provision of residential costs relating to placement of ACRC students/consumers in licensed residential facilities, when such placement is determined to be for other than educational reasons or when ACRC makes a unilateral placement decision, except when otherwise adjudicated;

6. Be responsible for providing service coordination to assure services and supports as stated on the IPP, but not on the IEP; and

7. Utilize only vendors who licensed residential facilities which meet Title XVII regulations/qualifications.

SELPAs WILL:

1. Recognize that the Planning Team as defined in the Lanterman Act has the primary responsibility for the development of the determination of Regional Center services through the IFSP/IPP.

2. Have the responsibility for identification of the IEP team leader, convene the meeting and develop the IEP, including educationally related services and educational placement. The IEP shall constitute the education section of the IPP and will be shared with ACRC upon completion with parent permission;

3. Whenever possible will schedule IEP/IPP meetings concurrently;

4. Designate the primary staff member(s) when requested to participate in IPP meetings, and/or, with parental written consent, submit written information to the IPP meeting;

5. When the local education agency determines that an appropriate educational placement for a SELPA resident is not available within the public school sector, seek placement in an appropriate educational program which can fulfill the requirements of an IEP; and be responsible for assuring all educational costs are met;

6. Be responsible for conducting activities to achieve the stated objectives in the IEP, but not in the IPP; and

7. Utilize only non-public schools and agencies that are certified by the Special Education division of the Department of Education.
### VII. Transportation for Respite Services

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<tr>
<th>ACRC WILL:</th>
<th>SELPAs WILL:</th>
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<tr>
<td>1. Per the IPP, arrange in-home and out-of-home short-term and long-term respite care and transportation;</td>
<td>1. Consult and coordinate with ACRC staff regarding student/consumer transportation services resulting from provision of out-of-home respite care when said care is for other than educational reasons; and</td>
</tr>
<tr>
<td>2. ACRC will consult with SELPA/LEA staff regarding the feasibility of transportation from the SELPA/LEA to ensure that the area in which the respite facility is located remains in the district. When a respite placement is outside the district's ability to transport, ACRC will both notify the district and assure provision of transportation from the respite facility to and from school when school is in session;</td>
<td>2. Not be responsible for costs incurred for transportation services when student/consumer residential movement is for other than educational reasons.</td>
</tr>
<tr>
<td>3. The Service coordinator will coordinate alternative transportation needs that result from respite care placement. The SELPA/LEA is not responsible for associated costs, unless otherwise agreed upon in an IEP;</td>
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<tr>
<td>4. Notify the SELPA/LEA as soon as ACRC is aware of a consumer's out-of-home respite care placement if it is before or after the school day; and</td>
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<tr>
<td>5. In projected longer-term respite care, ACRC may request that an IEP meeting be held to review program and transportation needs.</td>
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### VIII. Related Services to Students/Consumers

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<tr>
<th>ACRC WILL:</th>
<th>SELPAs WILL:</th>
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<tr>
<td>1. Provide, procure, or refer for evaluations and/or services as indicated on the IPP;</td>
<td>1. Provide educationally related services in accordance with the provisions of IDEA that assist a student/consumer to benefit from a Free and Appropriate Public Education (FAPE), as specified in a written IEP;</td>
</tr>
<tr>
<td>2. Procure non-educationally related social, psychological and/or psychiatric and other medical services for a student/consumer enrolled in a public school program through referral to appropriate generic resources;</td>
<td>2. Refer to California Children’s Services for assessment/provision of occupational and physical therapy services as appropriate;</td>
</tr>
<tr>
<td>3. Through the IEP/IPP planning process with the student/consumer, family, and other IPP team members, assess the needs for and assure provision of services and supports, in accordance with ACRC Services and Supports Guidelines (see Appendix A from those Guidelines) and in accordance with applicable regulations;</td>
<td>4. Provide vision, audiological and health screenings as specified in the Education Code.</td>
</tr>
<tr>
<td>4. Collaborate with student/consumer, parents, and LEA regarding assessment, mental health referrals, and provision of services, as deemed appropriate through a collaborative IPP and/or IEP process; and</td>
<td>3 4. Refer to County Mental Health services for assessment/provision of all appropriate services, jointly when appropriate; and</td>
</tr>
<tr>
<td>5. Promote collaboration with other generic resources/agencies.</td>
<td>5. Promote collaboration with other agencies.</td>
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### IX. STUDENT'S/CONSUMER'S PARENTS' RIGHTS AND PROTECTIONS

<table>
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<tr>
<th>ACRC WILL:</th>
<th>SELPAs WILL:</th>
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<tbody>
<tr>
<td>1. Maintain advocacy role for all ACRC consumers;</td>
<td>1. Maintain advocacy role for students/consumers;</td>
</tr>
<tr>
<td>2. Provide copies of and explain to parents their parent/child procedural rights, including due process procedures under Lanterman Act/Part C IDEA/Title V regulations;</td>
<td>2. Notify all parents of special education students of the procedures for requesting a review of IEPs, initiating due process procedures, and laws pertaining to the education of their child;</td>
</tr>
<tr>
<td>3. Cooperate with the SELPA in exploring appropriate informal methods of resolving concerns, such as mediation, prior to supporting initiation of formal procedures; and</td>
<td>3. Cooperate with the ACRC in exploring appropriate informal methods of resolving concerns prior to supporting initiation of formal procedures; and</td>
</tr>
<tr>
<td>4. Adhere to the State Interagency Agreement between the State's Department of Developmental Services and the Department of Education.</td>
<td>4. Adhere to the State Interagency Agreement between the State's Department of Developmental Services and the Department of Education.</td>
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## X. STUDENT/CONSUMER RELOCATION

<table>
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<tr>
<th>ACRC WILL:</th>
<th>SELPAs WILL:</th>
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<tr>
<td>1. <strong>Consider Collaborate with education regarding</strong> the availability of programs meeting the student/consumer's educational needs when assisting families in making relocation decisions;</td>
<td>1. Assist in the identification of the availability of the appropriate special education programs and related services for student/consumers within the proposed LEA;</td>
</tr>
<tr>
<td>2. When proposing to relocate student/consumers in the community or when making a placement from a state development center, notify with parent permission the LEA or County Office administrator to identify the availability of the appropriate special education and related service prior to effecting the relocation. In the case of an emergency, notification will occur ASAP, i.e., (within five days);</td>
<td>2. Invite ACRC representative to attend the IEP meetings;</td>
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<tr>
<td>3. <em>(The Service Coordinator will)</em> assist the consumer (parent or legal guardian) in reviewing the needs of the consumer with the LEA through the IEP process. With appropriate release of information, notify the LEA in writing of the name and address of legal guardian and the person responsible for representing the student/consumer's education interests;</td>
<td>3. Assure that a parent surrogate is available when required;</td>
</tr>
<tr>
<td>4. Encourage parent or legal guardian to invite participation by appropriate school personnel in planning meetings with parent and potential selected caregiver, where educational plans and placement may be discussed; and</td>
<td>4. Implement educational program as specified in the IEP; and</td>
</tr>
<tr>
<td>5. When a residential placement is changed on an emergency basis, the SELPA Director will be notified within 24 hours, excluding weekends and holidays.</td>
<td>5. Assume all educational cost as determined necessary by the IEP team.</td>
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XI. PROGRAM/SERVICES

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<thead>
<tr>
<th>ACRC WILL:</th>
<th>SELPAs WILL:</th>
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<tr>
<td>1. Through a collaborative IEP/IPP planning process with the student/consumer, family, and other IEP/IPP team members, participate and assess the need for and assure provision of appropriate services and supports not available through generic agencies, in accordance with ACRC Service and Supports Guidelines, and in accordance with applicable regulations; and</td>
<td>1. Through a collaborative IEP/IPP planning process with the student/consumer, family, and other IEP/IPP team members, participate and assess the need for and assure provision of a free and appropriate public education, in accordance with state and federal law.</td>
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<tr>
<td>2. Provide students/consumers, parents, and legal guardians with ongoing case management services through the Service Coordinator.</td>
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ACRC and SELPAs/LEAs are committed to explore appropriate informal methods of resolving concerns. (see Appendices B and C)

Specific steps will be followed if a problem is perceived between members of LEA staff and ACRC staff having to do with communication or collaboration efforts or when there are differences about which agency is responsible for the assessment, provision, or purchase of appropriate services.

These steps are as follows:

1. Every attempt will be made to resolve the difficulty at the level of its occurrence through direct communication by phone or in person. (Use of a letter to voice a complaint or difficulty should be avoided as first steps).

2. If not resolved, the disputing parties will involve their immediate supervisor in a direct communication or meeting.

3. The use of a neutral mediation team which uses Alternative Dispute Resolution techniques will be used as necessary or if agreement cannot be reached.

4. If this situation needs further attention, the resolution would be between the SELPA Director and the Director of the ACRC or his/her designee.

5. In an attempt to resolve issues between agencies, ACRC and SELPAs/LEAs will contract for a mediation process.

6. If mediation efforts are unsuccessful, either party may choose to initiate the interagency dispute resolution process as outlined by the California Department of Education.
TERMS OF AGREEMENT AND REVIEW SCHEDULE

This Agreement between SELPAs and ACRC shall be in effect from January 1, 2001 to December 30, 2001. The agreement may be extended on an annual basis by the signing of a notification of extension by both parties. Proposed modification of any aspects of this agreement will be discussed in joint meetings between representatives of both agencies. Any subsequent proposed changes must be approved by the SELPA Directors and the Director of ACRC. New laws or regulations implemented during the effective period of the agreement shall have precedence over any of the provisions contained herein. To amend or terminate this agreement requires thirty-(30) days written notice.

It is the intent of the SELPAs and ACRC to maintain this document as a collaborative effort. It will be revised as necessary.

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<tr>
<th>James Huyck</th>
<th>Date</th>
<th>Colusa County SELPA</th>
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<tr>
<td>Executive Director</td>
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<td>Alta California Regional Center</td>
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<td>El Dorado County SELPA</td>
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<td>Elk Grove Unified School District</td>
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<td>Placer Nevada SELPA</td>
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<td>Sacramento City Unified School District</td>
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<td>Sacramento County SELPA</td>
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<td>San Juan Unified School District</td>
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<td>Sierra County SELPA</td>
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<td>Tahoe/Alpine SELPA</td>
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<td>Yolo County SELPA</td>
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<td>Yuba County SELPA</td>
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FINANCIAL RESPONSIBILITY FOR INDIVIDUALS WITH AUTISTIC SPECTRUM DISORDERS
(AGES 3 THROUGH 21 YEARS)

Each agency (ACRC and LEAs within each SELPA) will be financially responsible for services as determined by the IPP planning team process or an IEP team.

EDUCATION:

"A free appropriate public education is available to all children with disabilities residing in the state between the ages of 3 and 21 inclusive..." (Section 612 (a) (1), IDEA 1997. The term “free and appropriate public education” means special education and related services that:

a. have been provided at public expense, under public supervision and direction, and without charge;
b. meet the standards of the state education agency;
c. include an appropriate preschool, elementary or secondary school education in the state involved; and
d. are provided in conformity with the individualized education program required under section 614 (d) – Section 602 (8) IDEA 1997

1. In accordance with federal and state laws, Local Education Agencies (LEAs) within each SELPA will provide access to a full continuum of placement options and services in accordance with each student/consumer’s IEP. Each LEA shall be financially responsible for educational services as determined by the IEP team and all services will be individually designed to provide educational benefit and to meet the unique needs of the student/consumer.

2. LEAs will collaborate with ACRC and shall be fiscally responsible for services as recommended by the IEP team which are educationally relevant and appropriate.

3. LEAs will provide special education and related services to students/consumers in accordance with the IEP process when the instruction and services are necessary for the student/consumer to benefit educationally from his or her educational program.

4. All services agreed upon through the assessment and identified needs shall be placed in the student’s IEP and be the responsibility of the LEA. Implementation of the IEP will remain the responsibility of the LEA until such time as the service is no longer deemed appropriate for student’s progress in the general education curriculum or until the student graduates from school or “ages out” at 22 years of age.

5. LEA staff will not recommend specific methodologies or procedures, but will report on strengths, weaknesses, needs, and potential goals because it is the responsibility of the IEP/IPP teams to determine program plans.

REGIONAL CENTER:

Parents may pursue regional center services under the Lanterman Act and would need to demonstrate that the service is necessary to support integration into the mainstream of life in the community, to approximate the pattern of everyday living available to people without disabilities of the same age, to foster the developmental potential of the person, and to achieve the most independent, productive, and normal life possible. (Welfare and Institutions Code 4502.1)

1. ACRC will be responsible for utilizing resources as required by the Lanterman Act to provide or assure services by the consumer to maximize his or her developmental potential.

2. ACRC will collaborate with LEAs and shall be fiscally responsible or make referral to generic resources for services as agreed to by either the IEP/IPP team or the IPP meeting which are necessary to maximize developmental potential.

3. When agreed to by the planning team, objectives will be developed on the IPP to support the purchase of service request.
4. All services provided through the IPP that are the responsibility of ACRC will remain the responsibility of ACRC until changed by the planning team process.

5. ACRC staff will not recommend specific methodologies or procedures, but will report on strengths, weaknesses, needs, and potential goals because it is the responsibility of the IEP/IPP teams to determine program plans.

APPENDIX A

ALTA CALIFORNIA REGIONAL CENTER SERVICES AND SUPPORTS GUIDELINES

It is the intent of the Lanterman legislation [Welfare & Institutions, 4500, et seq.] that regional centers assist persons with developmental disabilities and their families in securing those services and supports that maximize opportunities and choices in living, working, learning, and recreating in the community.

It is the intent of the Legislature to ensure that the Individual Program Plan (IPP/IFSP) and provision of services and supports by the regional center system be centered on the individual with developmental disabilities and his or her family, and take into account the needs and preferences of the individual and the family, where appropriate, as well as promote community integration and independent, productive, and normal lives, and stable and healthy environments. It is the further intent of the Legislature to ensure that the provision of services to consumers and their families be effective in meeting the goals stated in the IPP/IFSP, reflect the preferences and choices of the consumer, and reflect the cost-effective use of public resources [W&I 4646(a)]. Alta California Regional Center (ACRC) will work together with the consumer, family, and others to develop and implement a person-centered plan.

The ACRC Board of Directors has adopted these policies and services and supports guidelines. ACRC management and service coordinators will follow these policies and services and supports guidelines in authorizing service requests from consumers, families, and advocates. These policies and services and supports guidelines have been established in accordance with the Lanterman Act which requires that the Regional Center consider the consumer's individual needs when reviewing each service request, while at the same time administering its contract within the level of funding available within the annual budget act. Exceptions to the services and supports guidelines will be made on a case-by-case basis. [W & I 4624, 4791, 4651, 4648].

1. BASIC POLICIES

A. The right of individuals with developmental disabilities to make choices in their own lives requires that regional centers shall respect the choices of consumers or, where appropriate, their parents, legal guardians or conservators, and provide relevant information in an understandable form to aid consumers in making, their choices [W&I 4502. 1].

B. ACRC funds shall not be used to supplant the budget of any agency which has a legal responsibility to serve all members of the general public and is receiving public funding [W&I 4648(a)(8)].

C. Common items and services that are a part of everyday living for all people are not purchased by ACRC [W&I 4791(h)(1)(A)].

D. W&I Code 4682 requires that the cost of services of consumers living out-of-home may not exceed the average cost of placement and services in a State Developmental Center.

E. Alta California Regional Center recognizes that the cost of providing necessary services and supports which enable a student/consumer with developmental disabilities to live at home is typically equal to or lower than the cost of providing community based out-of-home placement. The Regional Center will place the highest priority on services and supports which will provide
opportunities for children to live with their families when living at home is the preferred objective in the student/consumer's Individual Program Plan. This assistance may include advocacy to assist persons in securing services and benefits to which they are entitled. [W&I 4648(a)(1) & 4685].

F. All purchases must fit within at least one of the following criteria:

1. to enable the consumer to approximate the patterns of everyday life of non-disabled persons (of the same age) and to lead a more independent life in the community [W&I 4501, 4646(a)];

2. to maintain children in the family home [W&I 4685];

3. to prevent or minimize the incidence of developmental disability;

4. to prevent State Developmental Center placement or the consumer's move to a more restrictive environment;

5. the planning team shall first consider services and supports in the natural community, home, work, and recreational settings [W&I 4648(a)(2)].

G. Specific services may be continued when the planning team is satisfied that planned services and supports have been provided and reasonable progress has been made toward objectives for which the service provider is responsible [W&I 4648(a)].

H. One of the roles of the ACRC service coordinator on the team is to represent the policies of ACRC. The service coordinator is ACRC's qualified professional for the purpose of assessing needs and has the full authority to represent ACRC's policies and procedures at the planning team meeting [W&I 4646(a) through (g) & W&I 4646.5(a)(1)].

Any disagreement about service (which cannot be resolved by the planning team) must result in a Notice of Action being sent to the consumer and/or his or her legal representative within five working days of the decision to deny that service or support [W&I 47109b].

I. ACRC shall not pay any share of cost assessed by Medi-Cal, California Children Services (CCS), or local mental health agencies for services to Regional Center consumers (Department of Developmental Services contract).

J. The Regional Center, as a part of the planning team process, will make provisions for interpreters to be present at any meeting of the planning team where that service is required and cannot be provided from the natural community or other generic resource.

II. USE OF ALTERNATIVE RESOURCES

The Regional Center shall identify and pursue all possible sources of funding for consumers receiving Regional Center services. This comprises both public and private sources, including, where appropriate, personal funds and family resources. ACRC will not pay for a service when another source may be required to pay upon application and request. In addition, the Regional Center shall take into account, in identifying the consumer's service needs, the family's responsibility for providing similar services to a student/consumer without disabilities. [W&I 4648(a)(8) 4659(a)(1)(2) & 4791(a)(1)(A)].
When third party payment is denied and appeal rights exhausted, the service coordinator shall document the basis for denial in the consumer's record and attach a copy of the denial to any related purchase of service request.

When the IFSP or IPP requires that an assistive device be provided to the consumer, that equipment must be clean, serviceable, and safe. It need not be new equipment. Any assistive device or equipment provided to the consumer within the mandates of the Lanterman Act remains the property of the State of California, is meant to be used only by the consumer, and must be returned to the Regional Center when no longer serviceable or appropriate for use by the consumer, per the Standard Agreement/Contract, State Department of Developmental Services, and Alta California Regional Center.

III. PROVIDER SELECTION

Services and supports shall be purchased only from providers who adhere to the quality of care standards as set forth by ACRC, the Department of Developmental Services, and California regulations related to the service. No service or support provided by any agency or individual shall be continued unless the consumer or, where appropriate, his or her parents, legal guardian, or conservator, is satisfied and the Regional Center and the consumer or, when appropriate, the person's parents or legal guardian or conservator agree that planned service and supports have been provided and reasonable progress towards objectives have been made.

The Regional Center and consumer, or where appropriate his or her parents, legal guardian, conservator, or authorized representative shall, pursuant to the Individual Program Plan, consider all of the following when selecting a provider of consumer services and supports: [W&I 4648(a)(6)].

A. a provider's ability to deliver quality services or supports which can accomplish all or part of the consumer's Individual Program Plan.

B. a provider's success in achieving the objectives set forth in the Individual Program Plan.

C. where appropriate, the existence of licensing, accreditation, or professional certification.

D. the cost of providing services or supports of comparable quality by different providers, if available.

E. the consumer's, or where appropriate, the parents', legal guardian's or conservator's choice of providers;

F. the ability of the provider to empower consumers and their families, when appropriate, to make choices in their own lives, including where and how they live; their relationships with people in the community; the way they spend their time, including education, employment and leisure; the pursuit of their personal future; and program planning and implementation. Cultural preferences and the values of consumers and their families shall also be considered when purchasing services and supports.

IV. IPP DEVELOPMENT FOR PURCHASE OF SERVICE

A. The IPP/IFSP is a written plan that is developed by the planning team. The planning team is the individual with developmental disabilities, the parents or legally appointed guardian of a minor consumer or the legally appointed conservator of an adult consumer, one or more Regional Center representatives, including the designated Regional Center service coordinator and any individual including a service provider, invited by the consumer, the parents or legally
appointed guardian of a minor consumer, or the legally appointed conservator of an adult consumer [W&I 4512(j)].

It is the policy of Alta California Regional Center that unconserved adults be given the opportunity to invite family or others to their IPP/IFSP meeting.

B. The IFSP or IPP is developed by consensus of the consumer or the consumer’s legal representative and the ACRC representative. If agreement on services cannot be reached at the initial planning team meeting, provisions for any delay in reaching consensus must comply with Section W&I 4646(f). Disagreement about any particular item in the IPP/IFSP does not prohibit those items on which agreement has been reached from being put into place [W&I 4646(f) & (g)]

C. The decision to purchase a service must be made by the planning team. The team is charged with the responsibility of making decisions for a consumer based on that person's unique developmental deficits and treatment needs. A decision to [initiate or] retain a particular service or treatment is the province of the planning team and no other person or body. Such decision-making process is the province of the entire team and not a mere portion of the team. No individual team member's preference may take the place of the planning team or the team's duty to deliberate over what is or is not an appropriate program or service, nor its duty to decide whether other programs can serve the consumer's needs or whether that program is the most cost-effective method of service delivery.

D. All purchased services for consumers in active and Early Start status must be related to an objective in the IFSP or IPP, and the types and amounts of service must be specified in the plans. Purchases shall be written to expire at the end of the month of the consumer's third birthday or sooner for Early Start infants [W&I 4646.5(a)(4)]

E. All purchased services must be time limited [W&I 4646.5, 4648(7)].

F. All documentation required by this policy must be completed in full and attached to the purchase of service (POS) request when submitting to the unit supervisor for review.

G. A request for emergency authorization shall meet the conditions and requirements for such authorizations.

V. RE-AUTHORIZATION

Re-authorizations are treated the same as original authorizations.

VI. PRIOR AUTHORIZATION

All services purchased for consumers must be authorized in writing prior to purchase. No payment will be made for any services that were not requested and approved [by a service coordinator] prior to the service being given. The only exceptions to this policy are described under "Emergency Authorizations."

VII. EMERGENCY AUTHORIZATION

An emergency is a situation when, without intervention by the Regional Center, the consumer would be in immediate risk to his or her health, safety, or life. Emergency authorizations and exceptions shall be approved by a Director of Consumer Services, Executive Director, Director of Clinical Services, or Director of Administrative Services. Every effort will be made to provide emergency authorizations in writing to the vendor by fax if necessary.
A consumer's needs may dictate exceeding volume or duration, or purchase of a service not provided for within the Services and Supports Guidelines.
APPENDIX B

DISPUTE AVOIDANCE PRINCIPLES

The following are recognized by the Parties as principles which will guide them in avoiding disputes between: 1) agencies; and 2) agency and persons with developmental disabilities.

1. **Best Efforts/Standards of Practice:**
   Both agencies are always trying to do their best for the people they serve.

2. **Talent, Dedication, Competency, and Hard Work:**
   All staff members, at each agency, are talented, dedicated, competent, and hard working.

3. **No Inherent Conflict:**
   There is no inherent conflict between agencies which requires them to take an adversarial position toward each other.

4. **Services Based on Assessed Need:**
   Assessed needs will determine appropriate services.

5. **Case Loads:**
   We acknowledge that everyone works very hard.

6. **Perspective and Understanding:**
   We will try to "seek first to understand" and try to fully understand the problem from the other agency’s perspective.

7. **Cautious Adverse Judgments:**
   Both agencies will take great care to be very cautious and suspect in forming judgments.

8. **Motive:**
   Agencies should always assume action by the other agency is based on proper motive.

9. **Unified Effort:**
   In every case (even where disagreement exists) a unified effort, by both agencies, is preferable to a divided effort.

10. **Consumer Interest:**
    A positive relationship between the agencies is good for their constituent consumer interests.
Appendix C

DISPUTE AVOIDANCE PROCEDURES

1. **Annual Mutual Benefit Training:**

   SELPAs and ACRC

   Each agency will conduct an annual training for the benefit of other agency staff on the interests, obligations, duties, and responsibilities under its respective statutory mandates (The Lanterman Act, Welfare and Institutions §§ 5600 et seq.; 5 CCR 3000 et seq.)

2. **Consultation Meetings:**

   Unless otherwise not feasible, individual SELPAs and ACRC shall schedule consultation meetings to discuss issues with the potential for joint obligations.

3. **Consumer Representations:**

   Before any decision is made or action taken, consumer representations regarding services of a negative nature regarding any SELPA or ACRC, shall be communicated using the dispute resolution process first, then in writing to the respective appropriate agency in order for the agency to be provided an opportunity to provide its viewpoint. Such viewpoint shall be considered.

4. **Presumptions of Proper Action:**

   Evidence Code § 664 which requires that it be presumed that every public official has regularly performed his/her duty, shall be honored in practice and in spirit. The burden of proving impropriety by SELPAs or ACRC shall always remain with the complainant who shall be required to produce relevant, material, and credible evidence of impropriety.

5. **Collaborative Service Delivery:**

   The SELPAs and ACRC are committed to a Collaborative Service Delivery model which aspires to a seamless service delivery system for the children and families we serve.
Appendix D

Collaborative Service Delivery Model (CSDM)
Summary Flowchart

1. ALTA Inquiry
   → SELPA Inquiry

2. Phone Screening by ALTA or SELPA
   → Home/School/Office Face to Face Contact (optional)

3. Collaborative Contact with Parent

4. Traditional Assessment/Diagnostic Evaluation Plan (by ALTA or SELPA)
   → CSDM Assessment/Evaluation Plan

5. Traditional Assessment/Evaluation
   → Not Autism/Not Eligible for Autism Services

6. Collaborative Assessment/Evaluation

7. IEP/IFSP Meeting
   → Services

8. Progress Review
   → Triennial Review

9. IEP/IFSP Meeting
   → Services

10. Progress Review
    → Triennial Review