



TO: Board of Directors
FROM: Robert Hascall, Director of Special Services
SUBJECT: Local Interagency Agreement
DATE: November 7, 2017
TYPE: Action Needed

The purpose of this Local Interagency Agreement between Toddler Learning Center and Stanwood-Camano School District agrees to maintain, coordinate, participate in and/or provide early intervention services for children 0-36 months of age with developmental delays.

Recommendation: To approve the Local Interagency Agreement as of October 1, 2017 through September 1, 2019.



Therapy, Education and Parent Support for Children 0-36 Months with developmental delays on Whidbey Island

Local Interagency Agreement
October 1, 2017 through September 30, 2019
(Revised September 19, 2017)

Purpose of Local Interagency Agreement:

"In compliance with 43.215 RCW (formerly known as RCW 70.195.030), LLA's shall enter into formal [Local] Interagency Agreements that define their relationships and financial responsibilities to provide EIS within each county. In establishing priorities, school districts, counties, and other services [EIS] providers shall collaborate in the provision of comprehensive services for enrolled infants, toddler and their families. This agreement shall include procedures for resolving disputes, provisions for establishing maintenance requirements, and all additional components necessary to ensure collaboration and coordination.

The Contractor will facilitate, implement, and maintain Local Interagency Agreement(s).

An Interagency Agreement, a Memorandum of Understanding (MOU), or a contract may be used to provide the required information.

Interagency Agreement shall be submitted to ESIT for approval when required in Exhibit D, Deliverables Schedule, of this contract and shall include:

1. Local agencies and EIS Providers who have entered into Interagency Agreement(s) with the Contractor:

- Toddler Learning Center
- Sherwood Community Services
- County Child Developmental Services
- School Districts:
 - *Stanwood/ Camano School District
 - *Coupeville School District
 - *Oak Harbor School District
 - *South Whidbey School District

2. Specific roles and financial responsibilities that the Contractor (Toddler Learning Center), each local agency, EIS providers, and others will provide, including:

Coordinated Child Find/Early Identification and referral

Child Find/Early Identification Services will continue to be coordinated on an ongoing basis by Family Resources Coordinators employed by Toddler Learning Center and Sherwood Community Services. Coordination will occur, but not limited to Oak Harbor School District, Coupeville School District, South Whidbey School District, Stanwood/Camano School District, Community Services Offices, Community

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Health Nurses, Primary Care Physicians, Head Start and Early Head Start, Early Childhood Education Assistance Program (ECEAP), and North West Education Service District (NWESD). The Lead Family Resources Coordinator monitors referral information and public awareness on a quarterly basis.

Family Resources Coordination

Family Resources Coordinator (FRC) services will continue to be provided by Toddler Learning Center and Sherwood Excel. In order to accommodate geographical challenges, we advertise and have a FRC who takes referrals and contacts the family at each of our Early Support sites (North Whidbey, Central Whidbey, South Whidbey, and Camano Island). The Lead Family Resources Coordinator remains the contact for state publications.

The initial visit by a Family Resources Coordinator is focused on describing the early intervention process to the family. The role of the FRC is explained and the parent is informed that there is a choice of FRCs available. The FRC explains parent/guardian rights and procedural safeguards and provides the family with ESIT Parent Rights. With parent permission, the FRC will proceed with the initial screening. The FRC obtains information regarding the family's concerns, daily routines and activities, and conducts a developmental screening/assessment. The FRC collects information from the family regarding other agencies that may be providing services. With the permission of the family, we are able to obtain medical records, reports of previous evaluations and assessments, recommendations, etc. The FRC helps the family understand/define the roles of those working with them to ensure coordinated services.

With parent permission given on the Notice & Consent for Initial Evaluations/Assessments form, the FRC will present the child to the service providers and coordinate Evaluations/Assessments with the agencies providing direct services. The assigned FRC monitors the Evaluations/Assessments process to be sure that the Evaluations/Assessments meet the eligibility criteria for ESIT. The Evaluations/Assessments results are reviewed with the family and parents are given a copy of the report. With parent/guardian permission, the report may be faxed to other agencies providing services (i.e. pediatrician, providers).

For children who qualify for Early Intervention Services (EIS), the development of an initial Individual Family Service Plan (IFSP), IFSP Reviews, and Annual IFSP's are facilitated and completed by the assigned FRC in accordance with ESIT guidelines. During these meetings, parent/guardian rights, procedural safeguard, and Systems of Payment and Fees (SOPAF) Policy are reviewed and copies of the corresponding ESIT documents are provided.

The Lead FRC monitors caseloads of each FRC to ensure that there are 35 and not more than 55 children with active IFSPs to 1 full time employee (FTE). The ratio is based on comprehensive EIS coordination duties and Data Management System data entry, but the Data Management System entry may be assigned to a secretary if needed to ensure adequate FRC to family ratio. Children can be transferred to another FRC in the County as needed.

The Family Resources Coordinators and early intervention service providers continued participation in the CICC will assure ongoing community awareness regarding access to Family Resources Coordination and early intervention services in the Island County service area. FRCs actively engage in teaming and collaborative practices so that adult partnership, relationship and ongoing interaction occur.

Evaluation and Assessment

Evaluation and Assessment will continue to be provided by Toddler Learning Center & Sherwood Community Services to determine initial and continuing eligibility for IDEA Part C Early Intervention Services. Evaluations, assessments, and determinations of eligibility of services will be based on the ESIT Practice Guide for Evaluations, Assessments, Eligibility, and the Initial IFSP.

Families will have the opportunity to identify their needs, concerns, priorities and resources related to enhancing the development of their child.

All parties to this Agreement agree that all records pertaining to an infant/toddler's evaluation and assessment will be maintained confidential and will not, directly or indirectly, be disclosed to any third party without authorization by the individual's parent or guardian.

Individualized Family Service Plan (IFSP) development and team participation

The development of the IFSP will occur in collaboration with the Family Resources Coordinator, parents, others they invite, the evaluation team and service providers.

Agency representatives that will be involved in IFSP planning and meetings may include: CASA Volunteer/Guardian Ad Litem; Child care and Early Learning Center Providers; County Developmental Disabilities Administration; Public Health Providers; Children with Special Health Care Needs; Primary Care Providers; Private therapists; School Districts; Early Head Start

The IFSP will be reviewed at 6-month intervals or at parent/provider request.

Specific EIS

A child who is eligible for Early Intervention Services may receive one or more of the following services: Family Resources Coordination, Early Identification, Screening, and Assessments Services; Assistive Technology Devices and Assistive Technology Services; Audiology (hearing); Family Training, Counseling, and Home Visits; Health Services necessary to enable the infant or toddler to benefit from the other early intervention services; Medical Services only for Diagnostic or Evaluation purposes; Nursing Services; Nutrition Services; Occupational Therapy; Physical Therapy; Psychological Services; Social Work Services; Special Instruction; Speech-language Pathology; Transportation and related costs necessary to enable a child and family to receive early intervention services; Vision Services.

Gaps in services available in Island County are addressed in the Local Early Intervention Service Plan.

Transition activities/plans to preschool special education or other appropriate services

With parent permission, the parents and others chosen by the family, Family Resources Coordinator, school district personnel, and early intervention service providers agree to meet in order to develop a transition plan, at least 90 days, or at the discretion of all parties, up to nine months prior to the child's third birthday.

The Family Resources Coordinator and other qualified personnel shall discuss other services with the family, both when determined the child is eligible or not eligible for special education services, and, with parent permission, refer to those other service options.

All Early Intervention Services funded by Part C of the Individual with Disabilities Education Act will end no later than the child's third birthday.

3. Local Lead Agency and EIS Providers' plan for on-going communication.

The LLA, Toddler Learning Center, will ensure a Local Interagency Coordinating Council meeting will be conducted at least once between the first of July and the last day of December and at least once between the first of January and the last day of June of the contract period of performance with all EIS Providers listed on the Interagency Agreement. In addition, we meet on alternating months for Autism Partnership of Island County (APIC), Social/Emotional, and Partners for Young Children. The LLA participates in on-going outreach with community presentations, community resources networking, and other various organizations throughout Whidbey Island and Camano.

FRCs will conduct IFSP reviews every 6 months, annual, and as needed to address the concerns and services of a family and/or medical provider about a child. FRC will utilize the Medical Home Form to inform the status of a child's evaluation with the child's primary care provider and/or those the family has signed a Release of Information document allowing the FRC to share their child's developmental evaluation results.

4. Interagency Disputes on the Local Level: Exhibit C, General Terms and Conditions

The CICC has designed the following dispute resolution system for resolving disputes between the Local Lead Agency, Toddler Learning Center, and local Early Intervention (EI) providers and/or agencies. This dispute resolution process does not apply to disputes between families and EI service providers/agencies.

Interagency disputes are best resolved through direct communication. Agency representatives are asked to approach the situation in a positive manner, express needs clearly and listen to the needs of the other agency.

In the event an interagency dispute is unable to be resolved within 30 days, the following procedure will be followed:

1. A written statement regarding the dispute will be submitted to the Island County Interagency Coordinating Council (ICC) within 15 days. The ICC shall review all information and provide a written response including an opinion on the resolution of the dispute within 30 days.
2. Disputes not resolved within 15 days of the response shall be referred to ESIT. Mediation resources will be explored if needed to resolve the dispute.

During the pendency of an interagency dispute on the local level, the ICC shall make recommendations regarding the assignment of financial responsibility for the service in dispute to an agency or agencies.

If, in resolving the dispute, the ICC determines that the assignment of financial responsibility was inappropriately made, the local lead agency shall:

1. Reassign the responsibility to the appropriate agency, and;
2. Arrange for reimbursement of any expenditure incurred by the agency originally assigned responsibility.

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5. FRCs actively engage in teaming and collaborative practices so that adult partnership, relationship and ongoing interaction occur.

North Whidbey, Central Whidbey, and South Whidbey FRCs meet on a weekly basis with the EIS providers to exchange information for the purpose of jointly planning, implementing intervention, and assessing child and family progress.

Camano Island FRCs meets monthly with Sherwood Excel FRCs to discuss family needs and community resources within Island and Snohomish County. FRCs meet bimonthly with EIS providers (SLPs, OTs, and Infant/Toddler Educator) to assess a child's progress, family needs, and IFSP planning.

6. School District Participation in the local early intervention system.

A list of the EIS contracted by the School District and their payment of services are listed on their individual contracts with the LLA. Please refer to each contract for further details on the participation of each School District.

7. Monitoring efficient use of federal, state, and community resources

By signing the Interagency Agreement Toddler Learning Center and Sherwood Community Services will monitor licenses, certifications, registration, and supervision. The Local Lead Agency, Toddler Learning Center, will conduct a yearly on-sight monitoring according to the ESIT guidelines to ensure compliance.

In addition to the monitoring section of Exhibit C, General Terms and Conditions of this Contract, ESIT monitoring activities may include, but are not limited to, review of child, family, enrollment, program activity, and any other data entered in or submitted through the DMS.

IDEA Corrective Action Plan (ICAP): When findings related to part C of IDEA, non-compliance are identified through various monitoring activities, non-compliance shall be corrected as soon as possible, and in no case later than one year from the date of identification. The Contractor may be requested to implement an ICAP, based on the finding results, as appropriate.

Contract Corrective Action Plan (CCAP): If requested by DEL, the Contractor shall implement a CCAP to remedy noncompliance issues found during the monitoring process. DEL staff may provide training and technical assistance as DEL staffing allows.

Local Lead Agency have individualized contracts with each provider and school district identifying their involvement with the local early intervention system. Refer to school district or provider contracts for further details.

The signing party(s) agrees to maintain, coordinate, participate in, and/or provide early intervention services as described in the Local Interagency Agreement as of October 1, 2017 to September 30, 2019.

Participating Agency/Organization: Stanwood-Camano School District

Signature

Date

Printed Name (Participating Agency/Organization)

Rene Denman

9/26/17

Signature

Date

Rene' Denman

Printed Name (Contractor of Local Lead Agency, Toddler Learning Center)