

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ALTA CALIFORNIA REGIONAL CENTER,
ELK GROVE UNIFIED SCHOOL DISTRICT SELPA,
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT SELPA,
NATOMAS UNIFIED SCHOOL DISTRICT SELPA,
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SELPA,
SACRAMENTO COUNTY SELPA,
SAN JUAN UNIFIED SCHOOL DISTRICT SELPA,
TWIN RIVERS UNIFIED SCHOOL DISTRICT SELPA,
WARMLINE FAMILY RESOURCE CENTER**

1. 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 seven Special Education Local Plan Areas (hereon referred to as SELPA) in Sacramento County including the Elk Grove Unified School District, Folsom Cordova Unified School District, Sacramento City Unified School District, Sacramento County, San Juan Unified School District, Natomas Unified School District, and Twin Rivers Unified School District. 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 program 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 statutes, 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 applicable laws and regulations.

3.11 Payor of last resort means the regional center or LEA that is required to pay for early intervention services listed on the Individualized Family Service Plans (IFSP) when third party payers or other agencies do not have an

obligation to pay as required by 34 CFR § 303.510. (17 C.C.R. § 52000(b)(42).)

- 3.12 Regional Center - The regional center is the payor of last resort for eligible infants and toddlers in accordance with Title 17, California Code of Regulations, section 52109. The regional center is not payor of last resort for eligible infants and toddlers with solely low incidence. (17 C.C.R. § 52100; see Appendix B)
- 3.13 Local Educational Agency - The LEA is the payor of last resort for eligible infants and toddlers with solely low incidence disabilities (17 C.C.R. §52110(a); see, Appendix B.)
- 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 (Cal. Gov. Code § 95014; 5 Cal. Code Regs. § 3031, 17 C.C.R. §§ 52022, 52109):
 - 3.141 All infants/toddlers under 24 months at the time of referral and assessed with a 33 percent delay in one developmental area, and infants and toddlers over 24 months at the time of the referral with a 33 percent delay in two or more developmental areas or a 50 percent delay in one developmental area are eligible for ACRC services due to a "developmental delay."
 - 3.142 All infants/toddlers with an established risk condition are eligible for ACRC services.
 - 3.143 All infants/toddlers assessed as "solely low incidence" (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.
 - 3.144 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: 33 percent delay in one area of development before 24 months of age, or, at 24 months or older, either a delay of 50 percent in one developmental area or a 33 percent delay in two or more developmental areas, 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.

- 3.145 If no space is available in the LEA program for the infant/toddler identified in 3.144 above, as payor of last resort, ACRC shall provide appropriate services through the IFSP process.
- 3.146 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 incidence" impairment, shall be served by the LEA. The SELPA that covers the geographic area in which the infant/toddler resides ("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 for up to 212 infants who meet eligibility criteria provided the LEA does not exceed its funding capacity as determined by the California Department of Education (CDE).

4. PROGRAM IMPLEMENTATION POLICIES

4.1 COMMUNITY COLLABORATION

WarmLine acts as a neutral contact for families and professionals involved with infants and toddlers with special needs. WarmLine maintains county specific data including information, resources and support options regarding families, SELPA, IDPs, 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, Family Notebook, 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, and disability awareness events. WarmLine hosts ongoing parent education classes.

ACRC coordinates with neonatal units at Mercy San Juan, Kaiser, University of Davis Medical Center, and Sutter Memorial hospitals. Child find activities frequently occur in these settings.

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

4.3 REFERRAL PROCEDURES

- 4.31 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 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 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.

If the LEA is at funded capacity, ACRC will conduct the evaluation, assessment and IFSP without LEA assistance.

- 4.32 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 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 DDS (no previous LEA services) will be evaluated and assessed to determine LEA eligibility if the LEA is under its 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 county has an IFSP funded through the DDS (no previous LEA services) ACRC will provide services for the child/family as delineated by the IFSP process.

4.4 INDIVIDUALIZED FAMILY SERVICE PLANS

ACRC and the LEA 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 IFSP meetings, for the child and family, will require an IFSP meeting notice exchanged between the agencies and provided to the family.

A qualified staff member from ACRC or the LEA designated by the IFSP team will act as the family's service coordinator (Service Coordinator). The Service Coordinator is responsible for obtaining required consent from parents/legal guardians; assisting the family to obtain needed services; and facilitating the evaluation and assessment of the child and family. The Service Coordinator is also responsible for arranging the IFSP meeting and ensuring the IFSP notice is written in the family's native language; and providing interpreter and translator services as required. The Service Coordinator 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.

Any changes made to the plan at or before the six-month review must be documented on the IFSP and a copy must be sent to the other agency and family 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 email, fax and telephone.

4.6 TRANSITION PROCEDURES

The purpose of transition is to begin planning for service options as the eligible child approaches age three. The child who is served by either an LEA or Regional Center shall have the benefit of transition planning from early intervention services to eligible preschool services under Part B of the Individuals with Disabilities Education Act operated by an LEA for the area in which the child resides (Part B LEA). The IFSP Service Coordinator shall notify the Part B LEA that there will be a transition planning conference/IFSP requiring the attendance of a PART B LEA representative to establish a transition plan in the IFSP not fewer than 90 days and not more than 9 months before the toddler's third birthday in accordance with 34 C.F.R. sections 303.209 and 303.344. The Parties to this agreement will comply with the following flow of transition activities:

- 4.61 The Service Coordinator, no later than 90 days before a child's third birthday, will notify the child's district of residence that the child may be potentially eligible for receiving Part B LEA services, disclosing only directory information (child's name, child's birthdate, parent names, address, and telephone number).
- 4.62 The Service Coordinator will plan to hold a transition IFSP conference for all children in Early Start as early as 27 months but no later than 90 days prior to the child's third birthday. The Service Coordinator will coordinate with the Part B LEA personnel, LEA, ACRC, and family to identify a mutually agreeable date, time and location to hold the IFSP Transition Planning Conference. The Service Coordinator will mail a written notice of the IFSP Transition Conference to the family, Part B LEA, LEA and ACRC.
- 4.63 The IFSP Service Coordinator will obtain written parental consent to provide additional information to the Part B LEA that is beyond directory information. After obtaining consent, the Service Coordinator will share additional information, including the most recent assessment information and copies of the child's IFSP that have been developed and implemented.
- 4.64 The IFSP Transition Planning Conference will convene no fewer than 90 days before the child's birthday. During the IFSP Transition Planning Conference, the Service Coordinator will facilitate discussion of the transition process as a part of the IFSP. A plan for coordinating the child's evaluation and assessment will be developed. It may address timelines, eligibility, IEP process, resources, and any other information that will support the family in order to have a smooth transition to Part B services. The Service Coordinator will document the Transition Plan.
- 4.65 Prior to the child reaching 36 months old, an Individualized Education Program (IEP), IPP, and/or IFSP meeting will be held for the child/family to complete the transition. The IFSP service coordinator may attend the IEP

meeting at the request of the parent/guardian. The service coordinator may hold the Exit IFSP concurrently with the initial IEP meeting. LEA and ACRC will meet with the Part B LEA representatives to review transition procedures and make necessary changes to refine the process.

5. 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. ACRC service coordinators will utilize the Regional Center's Surrogate Parent procedures when necessary.

6. PROCEDURAL SAFEGUARDS

ACRC and the LEA 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.

ACRC and the LEA agree to comply with all privacy requirements associated with child/family confidentiality as regulated by the Family Educational Rights to Privacy Act (FERPA) and/or the Health Insurance Portability and Accountability Act (HIPAA).

The LEA agrees to ensure that all staff working directly with a child will be fingerprint checked and will have current Tuberculosis tests on file.

7. 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.
- 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 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. ADDITIONAL COMPONENTS

ACRC and the LEA 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 statutes, regulations and policies within Sacramento County. The training activities will include the staff of the ACRC vendor infant programs.

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. MUTUAL INDEMNIFICATIONS

Each party shall defend, indemnify; and hold the other parties, their officers, agents, and employees harmless from and against any and all third party demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not limited to, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death), to any person or property resulting from the willful misconduct or negligent acts or omissions of the indemnifying party or any of its agents, subcontractors, employees, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

10. TERMS OF AGREEMENT AND REVIEW SCHEDULE

This agreement shall be in effect from the date of signature to June 30, 2025. This agreement may only be amended by mutual consent of the Parties. Parties may extend the agreement on an annual basis by all parties signing a notification of extension.

11. EXECUTION

The undersigned represent that they are authorized representatives of the parties. This MOU may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. Photographic copies of the signed counterparts may be used in lieu of the originals for any purpose.

Carmen Aguilar, Executive Director
Alta California Regional Center

Anne Rigali, Director
Elk Grove Unified SELPA

Betty Jo Wessinger, Asst. Superintendent
Folsom Cordova Unified SELPA

Dr. Sadie Hedegard, Asst. Superintendent
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