

# Chapter 10 Interagency and Community Relations Standards

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## Interagency Plan of Care

If at the time of initial referral for an educational assessment or reassessment, the district determines that a child with disabilities who is age 3-21 may be eligible for interagency services, the district may:

- Request that the county of residence provide a representative to the initial assessment or reassessment team meeting or the first IEP planning meeting following the assessment; and/or
- Request to have a county representative attend other IEP meetings when it is necessary to facilitate coordination between district and county provided services.

Upon request from a district, the resident county shall provide a representative to assist the IEP team in determining the child's eligibility for existing health, mental health, or other support services administered by the county.

The IEP team and the county representative must develop an interagency plan of care for an eligible child and the child's family to coordinate services. The interagency plan of care must include:

1. appropriate family information with the consent of the family;
2. description of how services will be coordinated between the district and county;
3. a description of service coordinator responsibilities and services; and
4. a description of activities for obtaining third party payment for eligible services.

Any state, county, or city government agency responsible for providing services or resources to students with disabilities is subject to the same dispute resolution systems as local school districts, and all such agencies must comply with corrective action requirements that extend from these systems.

## Establishing Responsibility for Services

The local school district, in providing for the education of students with disabilities, must have in effect policies, procedures, and programs that are consistent with the State policies and procedures. The governing boards of the interagency early intervention committees are responsible for developing and implementing interagency policies and procedures to coordinate services at the local level for children with disabilities ages 3-21 under guidelines established by the State Interagency Committee. The governing boards will enter into an interagency agreement that establishes a governance structure.

The governing board of the interagency early intervention committee will:

1. identify and assist in removing state and federal barriers to local coordination of services provided to students with disabilities;
2. identify adequate, equitable, and flexible use of funding by local agencies for these services;
3. implement policies that ensure a comprehensive and coordinated system of all local agency services, including multidisciplinary assessment practices for students with disabilities ages 3-21;
4. use a standardized written plan for providing services to a child with disabilities;
5. access the coordinated dispute resolution system and incorporate the guidelines for coordinating services at the local level;
6. use an evaluation process to measure the success of the local interagency effort in improving the quality and coordination of services to students with disabilities ages 3-21;
7. develop a transitional plan for children moving from the interagency early childhood intervention system into the interagency intervention service system;
8. coordinate services and facilitate payment for services from public and private institutions, agencies, and health plan companies; and
9. share needed information consistent with state and federal data practices requirements.

## Interagency Agreement: Financial Responsibilities

The **Interagency Agreement** will include the following financial responsibilities:

1. a method of defining the financial responsibility of each agency for providing services to ensure FAPE to students with disabilities;

Local school districts, regional agencies, local agencies, organizations, and third-party payers must comply with any federal or state laws that mandate responsibility for finding, assessing, delivering, assuring, a paying for education or related services for children with disabilities and their families.

2. the conditions, terms, and procedures under which a local school district must be reimbursed by other agencies;
3. procedures for resolving interagency disputes in order to secure reimbursement from other agencies; and
4. policies and procedures for agencies to determine and identify the interagency coordination responsibilities of each agency to promote the coordination, timely and appropriate delivery of services.

## Obligations of Non-Educational Public Agencies

If any public agency other than an educational agency is otherwise obligated under federal or state law, or assigned responsibility under state policy, to provide or pay for any services that are also considered special education or related services that are necessary for ensuring a free appropriate public education (FAPE) to

children with disabilities, the public agency must fulfill that obligation or responsibility, either directly or through contract or other arrangement. A non-educational public agency may not disqualify an eligible service for Medicaid reimbursement because that service is provided in a school district.

If a public agency other than an educational agency fails to provide or pay for the special education and related services needed to provide FAPE, the local school district must provide or pay for these services in a timely manner. The local school district is authorized to claim reimbursement for the services from the non-educational public agency that failed to provide or pay for these services and that agency must reimburse the local school district in terms of the interagency agreement.

## Early Childhood Intervention System: Birth to Five Years

Comprehensive, coordinated, multidisciplinary interagency programs of early intervention services for children birth through age two and their families will be developed and implemented.

### Local Primary Agency

County and school boards will jointly determine the primary agency responsible for overseeing the coordination of early intervention services.

The local primary agency will:

1. facilitate the development of annual funds requests that identify arrangements with other local and regional agencies providing services as part of an early childhood intervention system and that result in services available on a year round basis;
2. administer funds received through the annual fund request;
3. provide oversight for data collection efforts;
4. facilitate completion of interagency early intervention committee duties;
5. request mediation from the state if necessary;
6. request assistance from the state when disputes between agencies cannot be resolved within 20 calendar days; and
7. receive written request from parents for matters that may be resolved through due process hearings.

When the local primary agency is not an education agency, resources distributed under the early intervention fund must be transferred from a local education agency to a non-educational agency using a state provided contract. A local primary agency may budget for indirect costs at an amount not to exceed five percent of the amount allocated from the early intervention fund.

### Responsibilities of County Boards and School Boards

- A. It is the joint responsibility of county boards and school boards to coordinate, provide, and pay for appropriate services, and to facilitate payment for services from public and private sources. The services provided must be in conformity with an individual family service plan (IFSP) for each eligible infant and toddler from birth through age two and its family, an individual education plan (IEP), or other interagency standardized written plan for each eligible child ages three through four.

Appropriate services include:

- family education and counseling
- home visits
- occupational and physical therapy
- speech pathology
- audiology
- psychological services
- special instruction
- nursing
- respite
- nutrition
- assistive technology

- transportation and related costs
- social work
- vision services
- case management including service coordination
- medical services for diagnostic and evaluation purposes, early identification, and screening
- health services necessary to enable children with disabilities to benefit from early intervention services

B. County boards and school boards will ensure that parents of children with disabilities from birth through age two have the right to:

1. inspect and review early intervention records;
2. prior written notice of a proposed action in the parents' native language unless it is clearly not feasible to do so;
3. give consent to any proposed actions;
4. selectively accept or decline any early intervention service; and
5. resolve issues regarding the identification, evaluation, or placement of their child or the provision of appropriate early intervention services to their child and their family through an impartial due process hearing.

The eligible child has the right to have a surrogate parent appointed by a school district.

### **Coordination of Early Intervention Services**

School and county boards will coordinate early intervention services for children birth through age two. School boards will provide, pay for, and facilitate payments for special education and related services required by state statute. County boards will provide, pay for, and facilitate payment for non-educational services of social work, psychology, transportation and related costs, respite, and nutrition services not required of local school districts.

### **Local Interagency Agreements**

School and county boards will coordinate early intervention services. They will enter into agreements to cooperatively serve and provide funding for children with disabilities under age five and their families. The local interagency agreement will address:

1. the responsibilities of local agencies on local interagency early intervention committees (IEICs);
2. the assignment of financial responsibility for early intervention services;
3. the methods to resolve intra-agency and interagency disputes;
4. the identification of current resources and recommendations about the allocation of additional state and federal early intervention funds;
5. data collection; and
6. other components of the local early intervention system.

## Coordination of Interagency Services: 3 to 21 Years

The governing boards of the interagency early intervention committees are responsible for developing and implementing interagency policies and procedures to coordinate services at the local level for students with disabilities ages three to 21.

## Responsibilities of County Boards and School Boards

The governing boards of the Interagency Early Intervention Committees (IEICs) will develop and implement interagency policies and procedures to coordinate services at the local level for children with disabilities ages three to 21. They will enter into an interagency agreement that establishes a governance structure and that:

1. identifies and assists in removing state and federal barriers to local coordination of services provided to students with disabilities;
2. identifies adequate, equitable, and flexible use of funding by local agencies for these services;
3. implements policies that ensure a comprehensive and coordinated system of all state and local agency services, including multidisciplinary assessment practices;
4. uses a standardized written plan for providing services;
5. identifies a coordinated dispute resolution system;
6. uses the evaluation process to measure the success of the local interagency effort in improving the quality and coordination of services;
7. develops a transitional plan for children moving from the interagency early childhood intervention system into the interagency intervention service system;
8. coordinates services and facilitates payment for services from public and private institutions, agencies, and health plan companies; and
9. shares needed information consistent with state and federal data practice requirements.

Parents, physicians, other health care professionals including school nurses, and education and human services providers jointly must determine appropriate and necessary services for eligible student with disabilities ages three to 21. The governing board of an interagency early intervention committee must provide those services contained in a student's IEP and those services for which a legal obligation exists. Nothing in statute increases or decreases the obligation of the state, county, regional agency, local school district, or local agency or organization to pay for education, health care, or social services.

A health plan company may not exclude any medically necessary covered service solely because the service is or could be identified in a student's IEP, IFSP, 504 plan, a student's individual health plan, or other standardized written plan. A health plan company continues to be obligated to provide or pay for certain medically necessary covered services.

## Standardized Written Plan

Parents of students receiving service from two or more public agencies, of which one is the public school, will have the option of using a standardized written plan which documents the appropriate services and plan for provision and payment of those services.

## Interagency Committees

### Interagency Early Intervention Committees (IEICS)

A school district, group of districts, or special education cooperative, in cooperation with the health and human services agencies located in the county or counties in which the district or cooperative is located, will establish an interagency early intervention committee for children with disabilities under age five and their families, and for children with disabilities ages three to 22.

IEIC membership includes representative of local and regional health, education, and county human service agencies, county boards, school boards, early childhood family education programs, parents of young children with disabilities under age 12, current service providers, and may also include representative from other private or public agencies and school nurses. The committee will elect a chair from among its members and will meet at least quarterly.

The committee will develop and implement interagency procedures concerning the following ongoing duties:

1. develop public awareness systems designed to inform potential recipient families of available programs and services;
2. implement interagency child find systems designed to actively seek out, identify, and refer infants and young children with, or at risk of disabilities and their families;
3. establish and evaluate the identification, referral, child and family assessment systems, procedural safeguard process, and community learning systems to recommend, when necessary, alterations and improvements;
4. assure the development of individualized family service plans for all eligible infants and toddlers with disabilities from birth through age two, and their families, and individual education plans and individual service plans when necessary to appropriately serve children with disabilities, age three and older, and their families and recommend assignment of financial responsibilities to the appropriate agencies;
5. encourage agencies to develop individual family service plans for children with disabilities, age three and older;
6. implement a process for assuring that services involve cooperating agencies at all steps leading to individualized programs;
7. facilitate the development of a transitional plan if a service provider is not recommended to continue to provide services;
8. identify the current services and funding being provided within the community for children with disabilities under age five and their families;
9. develop a plan for the allocation and expenditure of additional state and federal early intervention funds under Minnesota law; and
10. develop a policy that is consistent with Minnesota and federal law to enable a member of an interagency early intervention committee to allow another member access to data classified as not public.

The local committee will also:

1. participate in needs assessments and program planning activities conducted by local social service, health, and education agencies for young children with disabilities and their families; and
2. review and comment on the early intervention section of the total special education system for the district, the county social service plan, the section or sections of the community health services plan that address needs of and service activities targeted to children with special health care needs, and the

section of the maternal and child health special project grants that address needs of and service activities targeted to children with chronic illness and disabilities.

### **Community Transition Interagency Committee (CTIC)**

A school district, group of districts, or special education cooperative, in cooperation with the county or counties in which the district or cooperative is located, will establish a community transition interagency committee for youth with disabilities beginning at grade nine or age 14, and their families.

CTIC membership includes representatives from special education, vocational and regular education, community education, post-secondary education and training institutions, adults with disabilities who have received transition services if such persons are available, parents of youth with disabilities, local business or industry, rehabilitation services, county social services, health agencies, and additional public or private adult service providers as appropriate. The committee will elect a chair and will meet regularly. The committee will:

1. identify current services, programs, and funding sources provided within the community for secondary and post-secondary aged youth with disabilities and their families;
2. facilitate the development of multiagency teams to address present and future transition needs of individual students on their individual education plans;
3. develop a community plan to include mission, goals, and objectives, and an implementation plan to assure that transition needs of individuals with disabilities are met;
4. recommend changes or improvements in the community system of transition services;
5. exchange agency information such as appropriate data, effectiveness studies, special projects, exemplary programs, and creative funding of programs; and
6. following procedures determined by the commissioner, prepare a yearly summary assessing the progress of transition services in the community including follow-up of individuals with disabilities who were provided transition services to determine post-school outcomes. The summary must be disseminated to all adult services agencies involved in the planning and to the commissioner by October 1 of each year.

## **Disciplinary Records and Interaction with Law Enforcement**

### **Transmission of Discipline Records**

When a student with a disability transfers to another school or school district, the home school will transfer the student's records which include the student's IEP and any statement of current or previous disciplinary action that has been taken against the student.

Data received is private data on an individual and has the limited purpose of serving the student's educational needs and protecting students or staff. Further dissemination of the data is unallowable, except to communicate with the student or the student's parent or guardian as needed to service the student, protect students for staff, or as otherwise required by law.

### **Referral to and Action by Law Enforcement and Judicial Authorities**

A school district reporting a crime committed by a student with a disability may transmit copies of the student's special education and disciplinary records for consideration by appropriate authorities. Before doing so, the school district will get written permission from the parents of that student as required by the Family Educational Rights and Privacy Act.

## Students with Disabilities in Adult Prisons

The coordination of special education services extends to students with disabilities residing in county jails, juvenile facilities, and adult correctional facilities.

The obligation to make a free appropriate public education (FAPE) available to all children with disabilities does not apply with respect to the following:

- Students ages 18-21 who were not actually identified as being a child with a disability prior to their incarceration in an adult correctional facility or did not have an IEP.
- Student ages 18-21 who had been identified as a student with a disability and had received services in accordance with an IEP, but who left school prior to their incarceration.
- Student ages 18-21 who did not have an IEP in their last educational setting, but who had actually been identified as a student with a disability.

Students with disabilities who are convicted as adults and incarcerated in adult prisons do not qualify for participation in general assessments. They are also not eligible for transition planning and services if they are eligible to be released from prison beyond the age of 21.

The IEP team of a student with a disability who is convicted as an adult under state law and incarcerated in an adult prison may modify the student's IEP or placement if the state has demonstrated a bona fide security interest that cannot otherwise be accommodated.

## Documentation

- [Sample: County Family Services Collaborative Interagency Agreement](#)
- [Coordinated Interagency Services: Standardized Written Plan Procedures](#)
- [County Interagency Early Intervention Services Agreement \(Appendix A\)](#)
- [Sample: Interagency Coordinated Plan \(ICP\)](#)
- [Consent to Use the Interagency Coordinated Plan \(ICP\)](#)
- [CTIC Brochure](#)

# Sample: County Family Services Collaborative Interagency Agreement

## Table of Contents

	Page No.
Section 1: <a href="#">Purposes of the Collaborative</a> .....	13
Section 2: <a href="#">Population to be Serviced and Service Delivery Model</a> .....	13
A. Population to be Served.....	
B. Service Delivery Model .....	
Section 3: <a href="#">Composition, Powers, and Duties of the Collaborative Decision-Making Bodies</a> .....	14
A. Individualized Family Care Teams .....	
B. Administrator .....	
C. Interagency Councils .....	
D. Governing Board .....	
Section 4: <a href="#">Duties of the Parties</a> .....	18
A. County Board of Commissioners .....	
B. School Districts .....	
C. Hiawatha Valley Education District .....	
Section 5: <a href="#">Financial Responsibilities</a> .....	20
A. Responsibilities of County Boards and School Boards .....	
B. School District Responsibilities .....	
C. County Responsibilities .....	
D. Insurance Coverage .....	
E. Integrated Fund .....	
Section 6: <a href="#">Personnel</a> .....	21
Section 7: <a href="#">Data Practices and Procedures</a> .....	21
Section 8: <a href="#">Dispute Resolution</a> .....	22
Section 9: <a href="#">Time Period of Agreement</a> .....	23
Section 10: <a href="#">Amendments to the Agreement</a> .....	23
Section 11: <a href="#">Withdrawal and Termination</a> .....	23

Section 12: [Disposal of Surplus Funds and Property](#) ..... 23

Section 13: [Severability](#) ..... 23

Section 14: [Access to Books and Records](#) ..... 24

Section 15: [Indemnification](#) ..... 24

Section 16: [Entire Agreement](#) ..... 24

Section 17: [Effective Date](#) ..... 24

[Coordinated Interagency Services Standardized Written Plan Procedures](#) ..... 25

[Appendix A: County Interagency Early Intervention Services Agreement](#) .....

    I. Mission/Belief ..... 25

    II. Eligibility for Services ..... 25

    III. Program/Referral and Service Systems Process ..... 25

    IV. Service Plans ..... 25

    V. Safeguard of Student Information ..... 25

    VI. Dispute Resolution Procedures ..... 25

    VII. IEIC Functions ..... 25

    VIII. Conditions of the Parties’ Obligations ..... 25

    IX. Financial Responsibility for Early Intervention Services ..... 25

    X. Agency Responsibilities ..... 25

        Public Schools ..... 25

        County Family Services ..... 25

        Public Health ..... 25

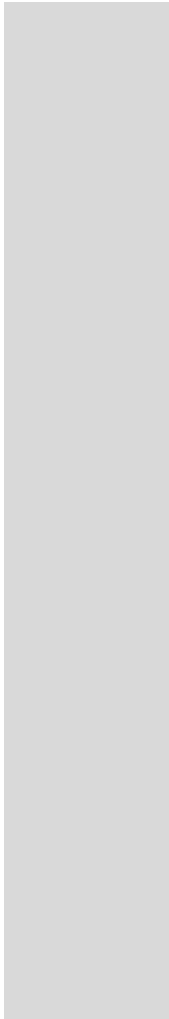
        Hiawatha Valley Education District ..... 25

        Head Start..... 25

[Part C Hearing Procedures](#) ..... 32

[Sample: Interagency Coordinated Plan \(ICP\)](#) ..... 33

[Consent to Use the Interagency Coordinated Plan \(ICP\)](#) ..... 34



This agreement, made and entered into this first day of July, by and between \_\_\_\_\_  
Family Services, \_\_\_\_\_ County Public Health, \_\_\_\_\_ Court

# \_\_\_\_\_, \_\_\_\_\_ ISD # \_\_\_\_\_, \_\_\_\_\_ ISD# \_\_\_\_\_, and the Hiawatha Valley Education District,  
hereinafter referred to as the “Parties” is as follows:

### **Authority and Premises:**

Whereas: Minnesota law permits public and private child-serving agencies to come together by mutual agreement to establish a family services collaborative and to establish an integrated children’s service system; and

Whereas: The Parties agree that children’s need cross over the boundaries of the categorical agencies and that services need to be coordinated across traditional systems; and

Whereas: The Parties agree that an integrated system should be built upon existing agencies and that system redesign consist in large part of redefining relationships among agencies; and

Whereas: The Parties agree that parents and community supports are key to successful care planning for children.

Now, therefore, in consideration of the mutual agreements combined herein, all participating Parties do hereby establish the \_\_\_\_\_ County Family Services Collaborative, hereinafter referred to as \* \_\_\_\_\_ (e.g., “Family TIES, Collaborative, etc.) and do agree as follows:

### **Section 1: Purposes of the Collaborative**

The Parties enter into this agreement for the purposes of improving the social, emotional, educational and economic outcomes of all \_\_\_\_\_ County children, adolescents and their families by mitigating risk factors and enhancing protective factors for the purpose of creating an integrated service delivery system for children, adolescents and their families with multiple and special needs. The Parties agree that \* \_\_\_\_\_ shall perform activities that coordinate supports and services such as common intake; common multidisciplinary assessment; standardized written plan; plan coordination; standards setting; and outcome evaluation. \* \_\_\_\_\_ shall neither replace nor duplicate existing agencies but shall recreate relationships among them to enhance the abilities of the Parties to provide a comprehensive continuum of services to the Target Population.

### **Section 2: Population to be Serviced and Service Delivery Model**

- A. *Population to be served:*** Determination of eligibility for social, educational, physical or mental health, transition, or other services under this agreement shall be made by respective agencies in conjunction with the Interagency Referral Team, IEP, IIP teams within each member school district. The Target Population shall be children who are between 0 and 21 years of age who are residents of \_\_\_\_\_ County and/or are resident of \_\_\_\_\_ Public Schools and who have multiple problems or are at risk of developing multiple problems. Further, these shall be children who need, or are at risk of needing, coordinated multi-agency services. Need for services and supports shall be determined by screening criteria developed by the collaborative and/or evidenced by a behavior or condition that affects the child’s ability to function in a primary aspect of daily living including personal relations, living arrangements, work school, self, and recreation.

\* \_\_\_\_\_ shall also serve the families of such children. A family to be served shall be defined, minimally, as the child’s primary adult caretaker(s) and other children with whom the child is residing. A family may include biological, step, or adoptive siblings or other minors with whom the child is residing.

The board, in consultation with the Interagency Councils, shall define an operational Target Population and shall establish a plan for meeting the needs of those children and their families.

B. **Service Delivery Model:** The service-delivery model shall be based on an interagency, interdisciplinary model that focuses on child and family strengths and the resources of the child’s community. The collaborative shall strive to develop and utilize services that are cost effective, needs-driven, and culturally competent and that includes individualized informal supports and formal services.

### **Section 3: Composition, Powers, and Duties of the Collaborative Decision-making Bodies:**

The powers and duties of this agreement shall be carried out by a Collaborative Governing Board, the \_\_\_\_\_ (list as appropriate; e.g., Interagency Councils, Operating Committee, Family TIES Coordinator and Family Care Team). In general, the board shall function as the purchaser of supports, interventions and services. The Councils shall function as the coordinators of the provider systems and act, day-to-day, via the Coordinator, Individualized Family Care Teams and independent agencies.

A. **Individualized Family Care Teams:** The package of services and supports to be provided to a specific child or family shall be determined by an ad hoc “Interagency Referral Team” (IRT), “Individual Education Plan” (IEP), “Central Referral Team” (CRT), or “Individual Interagency Intervention Plan” (IIIP) team. Such service decisions shall include expenditure decisions. The composition of each IRT, IEP, or IIIP team shall be unique to the family being served. The Team shall be composed of the facilitator; professionals who are, or have been involved with the family; non-professionals who know the family or who have access to informal resources; the child, when appropriate; and at least one parent (as defined by each agency), caretaker, guardian, or trustee of the client child. Additionally, the Family may select any person from inside or outside the local system of care to serve on the Team as that parent’s advocate.

The Individualized Family Care Teams Shall:

1. Assess the type and frequency of supports and services needed based on the child’s and family’s strengths and needs.
2. Develop individualized care plans according to the following schedule:
  - a. Individualized family service plans (IFSPs), Individual interagency intervention plans (IIIPs) or another *standardized written plan* (see [Interagency Coordinated Plan](#)) will be developed for all children ages 0 through age two following guidelines promoted by the Minnesota Department of Education. (See [Appendix A](#) for additional agreements related to children ages birth through kindergarten).
  - b. IEPs, IIIPs or another standardized written plan (see [Interagency Coordinated Plan](#)) will be developed for all children/youth ages three through 21 with disabilities following procedures established by the Minnesota Department of Education. Transition procedures will be adhered to for all youth ages 14 to 21.
  - c. Individualized service plans will be developed for all children/youth receiving early intervention services due to concerns over mental health. Authorize the provision of supports and services according to the individualized plan developed;

3. Monitor progress toward achieving outcomes stated in the plan and assure that authorized services are, in fact, provided;
4. Meet as requested by the child/family’s plan facilitator;
5. Create a respectful atmosphere that is conducive to an equal decision-making role for parents, caretakers, or guardians in the planning of supports, interventions, and services for the child/youth and family; and
6. Strive to reach consensus.

B. **Administrator:** Operational authority shall reside in the \_\_\_\_\_ (e.g., Family TIES Coordinator, Collaborative Coordinator). Operational authority shall mean the day-to-day management of the collaborative’s activities and personnel. The coordinator shall be approved by the board.

The Coordinator shall:

1. Coordinate the development of the integrated services system, with support from member agencies;
2. Manage expenditures within the budget established by the Interagency Councils;
3. Contract, through the Fiscal Agent, for supports, interventions, and services for children/youth and families in the Target Population according to individualized care plans as developed by the Individualized Family Care Teams;
4. Contract with, or employ and supervise collaborative staff, through the fiscal agent;
5. Oversee the collection and reporting of data by the Fiscal Agent and ensure collection data as necessary for the maintenance of client records, coordination of service provision, performance and outcome evaluation; periodic reports to the Parties; and mandated reports to local, state or federal governments; and
6. Report to the councils and board regularly.

C. **( county name) Interagency Councils:** Design and oversight authority for the integrated service system to be operated by the collaborative will reside in the \_\_\_\_\_ Interagency Councils which include the three mandated interagency committees, the Interagency Early Intervention Committee (IEIC), the Local Coordinating Council for Children’s Mental Health (LCC) and the Community Transition Interagency Committee (CTIC) hereinafter referred to as the “Councils”. Composition of the Councils shall be approved by the Board and shall represent both agencies of the formal system of care and brokers of informal resources as needed to represent community resources available to strengthen and support families. Mandated members of the councils shall include representatives of the following agencies list as appropriate):

\_\_\_\_\_ Public Schools; \_\_\_\_\_ County Family Services;  
 \_\_\_\_\_ County Public Health; \_\_\_\_\_ Court Services; the Hiawatha Valley Education District; Division of Rehabilitations Services; \_\_\_\_\_ DAC; Center for Independent Living; Other \_\_\_\_\_; parents of children/youth with disabilities and a representative of the \_\_\_\_\_ County Board of Directors.

The \_\_\_\_\_ Interagency Councils shall:

1. Develop and implement an integrated service delivery system for children in their Target Populations, the design of which shall be approved by the Board. The integrated system shall include:
  - a. A common vision of how the local system of care should serve the Target Population, including a collaborative planning and development process and timetable;
  - b. A plan for the operational expansion of the Target Population, enlistment of additional collaborative partners, expansion of the services, and supports menu;
  - c. A commitment among all Parties to the benefits of early intervention for children/youth with developmental or emotional challenges to reduce the risk of future needs;
  - d. A common client pathway which identifies the components and functions of an integrated system and a client's access to each component;
  - e. A client access plan that provides multiple access points in non-stigmatized settings;
  - f. Common intake protocols that link a client early on with a facilitator who has access to all program options and all funding sources in the local system of care and who will work with the family as an equal partner to determine how the system may best serve the family's needs;
  - g. Protocols providing for coordination of assessments for determination of the need for multi-agency service coordination;
  - h. Protocols for individualized multi-agency care planning by the Individualized Family Care Teams;
  - i. Client outcome standards;
  - j. Data practices guidelines for collaborative staff regarding the collection, creation, reception, maintenance, dissemination, or use of private data on individuals; and
  - k. Procedures for appeals, due process, and client-to-system mediation.
2. Establish policies for use of the Interagency Integrated Fund including setting criteria for the financing of individual plans of care;
3. Adopt an operating budget based on revenues assigned by the board;
4. Evaluate the performance of the Administrator and Interagency Referral Teams and clinical performance of providers and assure client outcomes;
5. Advise the board with regard to expanding the operational Target Population;
6. Develop or secure staff development activities in the wrap-around service approach, use of a multi-agency care plan, and other training modules as needed.

D. **Governing Board:** Legal authority for the collaborative shall derive from the Collaborative Governing Board, hereinafter referred as the "Board". The Board shall exercise revenue authority. The Board shall be comprised of a representative of: (list as appropriate) the \_\_\_\_\_ County Board of Commissioners; the Director of Health; the Director of \_\_\_\_\_ Court Services; the Collaborative Coordinator/Local Collaborative Time Study Coordinator; one (1) representative from each of the following: \_\_\_\_\_ ISD# \_\_\_\_\_, \_\_\_\_\_ ISD# \_\_\_\_\_, \_\_\_\_\_ ISD# \_\_\_\_\_, \_\_\_\_\_ ISD # \_\_\_\_\_, and the chairpersons of each of the mandated interagency councils (IEIC, LCC, CTIC, other/ \_\_\_\_\_) for a total of \_\_\_\_\_. Appointments of members to the Board shall be determined by a process established by each represented entity.

The Governing Board Shall:

1. Approve system parameters including expansion of the Target Population;
2. Approve the composition of the Interagency Councils;
3. Oversee an Integrated Fund, as established in Section 6 of this agreement;
4. Negotiate Integrated Fund contributions, monetary or in-kind, from each Party in accordance with a specified work product to be provided to the Target Population;
5. Approve annual revenue budgets at its annual meeting by approval of three-quarters of those in attendance who are eligible to vote. Such revenue budgets shall account for all resources available to the collaborative, both monetary and in-kind;
6. Approve a Fiscal Agent(s) from among the Parties to this agreement. The Fiscal Agent(s) shall:
  - a. Establish and maintain appropriate accounts;
  - b. Receive and maintain funds assigned by the Board;
  - c. Receive local, state, and federal grant dollars, cash, and charitable contributions and maintain in the joint service delivery account;
  - d. Disburse funds according to a budget adopted by the Board in consultation with the \_\_\_\_\_ Interagency Councils;
  - e. Account for revenues and expenditures and produce appropriate financial statements according to categories determined by the Board and the Councils;
  - f. Provide accounts as required by state and federal agencies;
  - g. Designate a staff person to work closely with the Collaborative Coordinator as necessary to complete fiscal duties; and
  - h. Prepare periodic financial reports to the Board.
  - i. Through its fiscal agent(s), receive funds contributed by Parties to the agreement and from the State of Minnesota, the federal government, and from any lawful source, including any governmental source or private gifts for donations.
  - j. Approve the appointment of the LCTS Coordinator and the Collaborative Coordinator.
  - k. Evaluate collaborative fiscal performance to ensure accountability for effective and efficient use of public funds and oversee client outcomes.
  - l. Notify all Parties at least one fiscal quarter before the beginning of each fiscal year of any anticipated additional financial expenses for the coming year.
  - m. Agree to abide by the following by-laws:
    - n. At an annual organizational meeting to be held in the fall of each year, the Board shall elect from its membership a chairperson and such other officers as deemed necessary.
    - o. The Board shall strive for consensus in decision-making but a two-thirds majority vote shall rule.
    - p. Each member shall have one vote in the determination of all issues.
    - q. A quorum is necessary for the conduct of business. A quorum is the presence of a majority of the members or alternates.
    - r. An alternate member, when acting in the absence of a member, shall have all rights and privileges of a member, including the right to vote on all matters before the Board.
    - s. Time and places of regular and special meetings shall be determined by the Board.
    - t. A record of all proceedings of all Board meetings shall be kept in the form of Minutes approved by the Board. Minutes shall be kept by the Collaborative Coordinator.
    - u. The laws relating to official interest in contracts and conflicts of interest shall apply. It shall not constitute a conflict of interest for an employee, director, or officer of a provider agency who is a Party to this agreement to service as a member of the Board provided that such employee, director or officer abstain from deliberation, action or vote in specific respect to

that provider agency, including service contracts between the Collaborative and that provider agency.

- v. The Board shall annually present a full and clear statement of the financial condition and mission effectiveness of the Collaborative to all Parties of the agreement.
- w. All Parties shall be permitted to inspect the books and records of the Board and Collaborative at any reasonable time. Notwithstanding this provision, all state and federal laws regarding the privacy of client data shall apply.

#### **Section 4: Duties of the Parties:**

A. The \_\_\_\_\_ County Board of Commissioners agrees for all agencies including Family Services, Public Health, and Court Services to:

1. Promote a coordinated effort among agencies and staff to achieve maximum culturally appropriate service delivery with the goal of increasing service effectiveness and efficiency.
2. Assign administration and staff, as appropriate, to participate in the council and/or in multi-agency family service plan staffing in a consolidated case management system, and other information-sharing activities to assess and develop plans for children and their families.
3. Ensure that confidential information is disseminated only to appropriate school personnel, carries an appropriate warning regarding the reliability, confidentiality, and control of further dissemination. Appropriate internal written policies will be adopted.
4. Develop, in cooperation with appropriate agencies that are parties to this agreement, written interagency plans to determine policies and procedures pertinent to multi-agency programs developed within the realm of the collaborative established by this agreement.
5. Designate member(s) to the Collaborative Governance Board.
6. Assign staff to the operation of the integrated service system (K-12 service coordination, Children’s Mental Health, Early Childhood Special Education, Transition) as needed to accomplish the mission of the Collaborative.
7. Serve as Fiscal Agent, via \_\_\_\_\_ County Family Services, for the portion of the integrated fund generated through participation in the Local Collaborative Time Study (LCTS), establish a special fund for these dollars and produce quarterly financial reports.
8. Designate staff to participate on the IEIC, LCC and CTIC.
9. Participate in programs and projects operated by the Collaborative.
10. Require public health and corrections’ agencies to participate in the Local Collaborative Time Study (LCTS) and under terms and conditions agreed to between the count and the Minnesota Department of Human Services.
11. Agree to utilize a standardized written plan to coordinate services for individual children.
12. Provide resources for children and families as required by Minnesota law.

B. The Boards of \_\_\_\_\_ School Districts in \_\_\_\_\_ County agree to:

1. Promote a coordinated effort among agencies and staff to achieve maximum culturally appropriate service delivery with the goal of increasing service effectiveness and efficiency.
2. Assign administration and staff, as appropriate, to participate in the council and/or in multi-agency family service plan staffing in a consolidated case management system, and other information-sharing activities to assess and develop plans for children and their families.
3. Ensure that confidential information obtained is disseminated only to appropriate school personnel, carries an appropriate warning regarding the reliability, confidentiality, and control of further dissemination. Appropriate internal written policies will be adopted.

4. Develop, in cooperation with appropriate agencies that are parties to this agreement, written interagency plans to determine policies and procedures pertinent to multi-agency programs developed within the realm of the collaborative established by this agreement.
5. Designate member(s) to the Collaborative Governance Board.
6. Assign staff to the operation of the integrated service system (K-12 service coordination, Children’s Mental Health, Early Childhood Special Education, Transition) as needed to accomplish the mission of the collaborative.
7. Participate in programs and projects operated by the collaborative.
8. Participate in the Local Collaborative Time Study under terms and conditions agreed to with the Minnesota Department of Human Services.
9. Designate staff as appropriate to participate on the IEIC, the LCC and the CTIC.
10. Agree to utilize a standardized written plan to coordinate services for individual children.
11. Provide resources for children and families as required by Minnesota law.

C. HVED agrees to:

1. Promote a coordinated effort among agencies and staff to achieve maximum culturally appropriate service delivery with the goal of increasing service effectiveness and efficiency.
2. Assign administration and staff, as appropriate, to participate in the council and/or in multi-agency family service plan staffing in a consolidated case management system, and other information-sharing activities to assess and develop plans for children and their families.
3. Ensure that confidential information obtained is disseminated only to appropriate school personnel, carries an appropriate warning regarding the reliability, confidentiality, and control of further dissemination. Appropriate internal written policies will be adopted.
4. Develop, in cooperation with appropriate agencies that are parties to this agreement, written interagency plans to determine policies and procedures pertinent to multi-agency programs developed within the realm of the collaborative established by this agreement.
5. Designate member(s) to the Collaborative Governance Board.
6. Assign staff to the operation of the integrated service system (K-12 service coordination, Children’s Mental Health, Early Childhood Special Education, Transition) as needed to accomplish the mission of the collaborative.
7. Participate in programs and projects operated by the collaborative.
8. Designate staff as appropriate to participate on the IEIC, LCC, and CTIC.
9. Service as fiscal agent for the IEIC portion of the Integrated Fund, establish a special fund for the execution of fiscal agency and produce quarterly financial reports.
10. Agree to utilize a standardized written plan to coordinate services for individual children.
11. Provide resources for children and families as required by Minnesota law.

D. HVED agrees to:

1. Promote a coordinated effort among agencies and staff to achieve maximum culturally appropriate service delivery with the goal of increasing service effectiveness and efficiency.
2. Assign administration and staff, as appropriate, to participate in the council and/or in multi-agency family service plan staffing in a consolidated case management system, and other information-sharing activities to assess and develop plans for children and their families.
3. Ensure that confidential information obtained is disseminated only to appropriate school personnel, carries an appropriate warning regarding the reliability, confidentiality, and control of further dissemination. Appropriate internal written policies will be adopted.

4. Develop, in cooperation with appropriate agencies that are parties to this agreement, written interagency plans to determine policies and procedures pertinent to multi-agency programs developed within the realm of the collaborative established by this agreement.
5. Designate member(s) to the Collaborative Governance Board.
6. Assign staff to the operation of the integrated service system (K-12 service coordination, Children’s Mental Health, Early Childhood Special Education, Transition) as needed to accomplish the mission of the collaborative.
7. Participate in programs and projects operated by the collaborative.
8. Designate staff as appropriate to participate on the IEIC.
9. If or when determined eligible by the State of Minnesota, participate in the Local Collaborative Time Study (LCTS) under terms and conditions agreed to with the Minnesota Department of Human Services.
10. Agree to utilize a standardized written plan to coordinate services for individual children, when needed.
11. Provide resources for children and families as required by Minnesota law.

## **Section 5: Financial Responsibilities**

### ***Responsibilities of County Boards and School Boards***

It is the joint responsibility of county boards and school boards to coordinate, provide and pay for appropriate services, and to facilitate payment for services from public and private sources. Appropriate services for children eligible under Minnesota law must be determined in consultation with parents, physicians, and other educational, medical, health, and human services providers. The services provided must be in conformity with an IFSP for each eligible infant and toddler from birth through age two and his/her family, an individual education plan (IEP), individual services plan (ISP) or Interagency Individual Intervention Plan (IIIP), or other standardized written plan for each eligible child ages three through 21.

Nothing in this agreement increases or decreases the obligation on the state, county, or local school partners to pay for education, health care, or social services.

### ***School District Responsibility***

Each school district has responsibility to provide special instruction and related services required under Federal IDEA and Minnesota law.

### ***County Responsibility***

The county has the responsibility to provide social services described in the County’s Community Social Service Plan under Minnesota law to county residents who are eligible children as defined in this Interagency Standardized Written Plan. The county will assist persons in applying for medical assistance according to Minnesota law. The county will provide public health nursing services within the limits of financial resources.

### ***Insurance Coverage***

Third party insurers have primary responsibility for the provision of medically necessary intervention services to policyholders under Minnesota law.

### ***Integrated Fund***

The Parties agree to establish an Integrated Fund for the purpose of financing selected components of individualized care plans and increasing the overall flexibility of funding sources. The Integrated Fund will be

used to purchase supports, interventions, and services for the children and families in the target population, to coordinate the provision of supports, interventions and services, and to operate the collaborative.

Parties agree that the Integrated Fund shall be under the direct control of the Governing Board and shall be administered, under the Board's control, by such fiscal agent(s) as the Board Shall choose.

The Integrated Fund shall consist of both monetary and in-kind resources to which a monetary value shall be assigned by agreement between the contributor and the Board.

In the event the state recovers from the collaborative any fiscal disallowances or sanctions attributable to the actions of \_\_\_\_\_ County Family Services, and members of the collaborative, subcontractors, or agencies participating in LCTS; cost for disallowances shall be prorated through agreement of the majority of the governance board on a case by case basis. The method of payment of said disallowances shall likewise be determined by the Board.

Under federal law, if a public agency other than a local school district fails to provide/pay for the special education and related services agreed to under this agreement the school district will provide/pay for these services in a timely manner. In accordance with federal law, the district will claim reimbursement for the services from the non-educational public agency that failed to provide/pay for these services.

### **Section 6: Personnel**

- Staff employed by any Party and assigned fully to collaborative duties shall report directly to the Collaborative Coordinator with respect to those duties. Employees shall remain within the compensation and job classification structure of the employing Party. Benefits as provided by the employer Party shall be retained, including employee health plan and contributions, retirement plans and contributions, liability insurance, and workers compensation insurance.
- Staff retained by contract also shall report to the Collaborative Coordinator. The employment relationship shall be defined by agreement between the employee and the host agency. The employment contract shall contain, at a minimum, the following provisions: (a) that a contract employee shall accrue no tenure, rights, or benefits available to host agency employees except that the collaborative may provide such benefits as health coverage, sick leave, vacation pay, or severance pay from the Integrated Fund or other available resources; (b) that a contract employee shall be insured by the host agency for claims arising from acts or omissions within the scope of his or her employment; (c) that a contract employee may be enrolled in the host agency's employee retirement plan; and (d) that the host agency shall make payroll deductions for the retirement plan and taxes, as required by law.

### **Section 7: Data Practices and Procedures**

All Parties have a duty to protect the confidentiality of information about referred children and their families. Parental/guardian consent must always be obtained (except where otherwise allowed by law) prior to interagency sharing of information which identifies the child or family. This consent will apply only interagency sharing. Participating agencies may not redisclose information unless a separate consent is obtained. Parental/guardians have the right to revoke their consent at any time.

All Parties agree to establish data practices that confirm to state and federal laws and rules regulating data, particularly the collection, creation, receipt, maintenance, or dissemination of private data on individuals a defined and regulated by the Minnesota Government Data Practices Act, or any other applicable state or federal laws. Parties further agree to establish practices for student data that conform to the Federal Family Education Rights and Privacy Act (FERPA).

An exception to the “written informed consent” rule shall be made where immediate concerns exist regarding the safety or health of a child, such as a medical or child protection emergency.

Parties further agree to promote information sharing practices among employees that are consistent with the collaborative’s service philosophy, namely that obtaining a family’s informed consent is fundamental to maintain a parent-professional partnership.

### **Section 8: Dispute Resolution**

A. In the event of a disagreement between two or more Parties to this agreement, parties agree to abide by the following dispute resolution protocol:

Step One: The grieving Parties will attempt to work out the dispute through informal communication.

Step Two: The grieving Parties will notify members of the Governing Board in writing of the nature of the dispute and request the Board to hear the dispute at its next regular meeting and seek resolution at the meeting.

Step Three: If resolution is not achieved at the meeting as described in Step Two, the Board shall take the matter under advisement and at its following regular meeting, recommend a resolution to the grieving Parties, who must decide whether to accept the recommendation.

Step Four: The grieving Parties will submit the dispute to mediation by a neutral third party. The Governing Board will be a separate Party to the mediation. The cost of mediation shall be equally distributed among grieving Parties.

Step Five: The grieving Parties will submit the dispute to binding arbitration. The cost of arbitration shall be equally divided among grieving Parties.

Step Six: Upon resolution of the dispute, a joint communication will be issued to all affected Parties.

B. Contracts between the collaborative and service providers must include dispute resolution provisions whenever feasible.

C. Parties agree that families receiving services or supports from the collaborative are key decision makers in all actions and decisions regarding their children. However, in the event of a dispute between the collaborative and a family receiving services or supports from the collaborative, the Parties to this agreement will abide by the following dispute resolution protocol:

Step One: Any collaborative staff, board member, advisor or volunteer, upon learning by verbal or written means about any substantial grievance of a family being served by the collaborative against the collaborative, its personnel, or the actions of the collaborative or its personnel, must notify the appropriate individualized family care team and the Collaborative Coordinator.

Step Two: The individualized family care team will invite the family to a meeting of the team within 20 days to describe the nature of the grievance. The family may invite an advocate or advocates of its choice. Either the family or the team may invite any third party that it believe may facilitate resolution. The team will attempt to resolve the grievance informally.

Step Three: Either the family or the collaborative may request mediation by a neutral third party agreeable to all parties to the dispute. Participation in mediation is voluntary for all parties. When possible, mediation

is to be completed within 20 days. Results of the mediation become binding and the services and supports so agreed upon become part of the individualized care plan.

Nothing in this protocol restricts a family's due process rights under rule or law. Students with disabilities and their parents have due process rights protected by both federal and state laws and rules. The official list of parents rights have been published by the Minnesota Department of Education and is available under separate cover.

### **Section 9: Time Period of Agreement**

The term of this agreement is for the period of time from the date signed by all Parties unless amended as provided herein.

### **Section 10: Amendments to the Agreement**

This agreement may be amended only by the agreement of two-thirds of the participating Parties. Notice of any proposed amendment must be provided to all participating Parties at least thirty (30) days in advance of the Governing Board meeting prior to the effective date of the proposed amendment.

### **Section 11: Withdrawal and Termination**

- A. Any Party may withdraw from this Agreement by passage of a resolution by its Governing Board declaring its intent to withdraw on a specified date, which date shall not be less than 180 days from the date of resolution and receipt of that resolution by the Collaborative Governing Board.
- B. Where a Party exercises its option to withdraw, the withdrawing Party shall remain liable for fiscal obligations incurred prior to the effective date of withdrawal but shall incur no additional fiscal liability beyond the effective date of withdrawal.
- C. The withdrawing Party shall not be entitled to a refund of contributions made to the integrated fund or other fees paid to operate the collaborative.
- D. Notwithstanding Parties' authority to withdraw, this agreement and the Board and Councils created thereby shall continue in force until all participating Parties mutually agree to terminate this agreement by joint resolution of the Parties, or until necessitated by law or decision of a court of competent jurisdiction. After the effective date of termination the board shall continue to exist for the limited purpose of discharging the collaborative debts and liabilities, settling its affairs and disposing of Integrated Fund assets, if any.

### **Section 12: Disposal of Surplus Funds and Property**

Upon termination of this agreement, all personal and real property held by or in the name of the collaborative will be distributed by resolution of the Governing Board in accordance with law and in a manner to best accomplish the continuing purposes of the collaborative. As provided by law, any surplus monies will be returned to the Parties in proportion to contributions of the Parties after the purpose of the agreement has been completed.

### **Section 13: Severability**

The provisions of this agreement are severable. If any section, paragraph, subdivision, sentence, clause, or phrase of the agreement is held to be contrary to law, rule, or regulation having the force and effect of law, such decision shall not affect the remaining portions of this agreement.

#### **Section 14: Access to Book and Records**

In accordance with Minnesota law, each Party agrees to make its books and records pertaining to its performance under this agreement available to each other Party, and to keep such documentation for three years following termination of this agreement.

#### **Section 15: Indemnification**

Each party shall be responsible for its negligent acts or omissions subject to the statutory restrictions of Minnesota law. Each Party shall be responsible for its own defense in any and all claims which may be brought against it arising out of its obligations under this agreement. Each Party shall not be required to indemnify or defend any other Party to this agreement for claims which may be asserted against such a party. Each party shall provide for itself and its members to this agreement insurance in a sum sufficient to meet the statutory requirements Minnesota law. If the Parties are found to be part of a joint venture and is required to defend or indemnify itself, then the liability for any funds expended shall be apportioned as follows:

- One-half to the school districts (such liability between the school districts shall be apportioned to each district based upon the number of students served in the year prior to the liability arising);
- One-half to the counties that are Parties to this agreement (such liability between the counties shall be apportioned to each county based upon the number of residents served in the year prior to the liability arising).

#### **Section 16: Entire Agreement**

It is understood and agreed that the entire agreement of the Parties is contained herein and that this agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the Parties relating to the subject matter thereof. An alterations, variation or modifications of the provisions of this agreement shall be valid only when they have been reduced in writing and duly signed by the Parties herein.

#### **Section 17: Effective Date**

This agreement shall be effective when adopted by all Parties.

## Coordinated Interagency Services: Standardized Written Plan Procedures

Minnesota law known as the Interagency Services for Children with Disabilities Act was enacted in 1998. This legislation supports the development and implementation of a coordinated, multidisciplinary, interagency intervention system for children and youth with disabilities ages 3-21 and their families. Districts were mandated to provide coordination of services for children up to age 5 beginning January 2001. Beginning July 2001, districts were mandated to provide these services up to children age 9. Starting July 1, 2002, districts are mandated to coordinate services for children up to age 14. By July 1, 2003, coordinated services shall be offered to all eligible children through age 21.

The goal of this legislation is to streamline service delivery by reducing duplication of services from multiple service providers and by increasing collaboration and cooperation among all partners providing services to children, youth, and their families.

Coordination of services must be offered to families with children eligible for special education services who are also receiving services from one or more of the following programs/services:

- Maternal and Child Health Program
- Medical Assistance
- Developmental Disabilities Assistance and Bill of Rights Act
- Head Start Act
- Rehabilitation Services
- Juvenile Court Act
- Children’s Mental Health Collaboratives
- Family Service Collaboratives
- Family Community Support Plan
- Minnesota Care Program
- Community Health Service Grants
- Community Social Service Act
- Community Interagency Transition Committees (CTIC)
- Services provided under a health plan in conformity with an Individual Interagency Intervention Plan

### Standardized Written Plan Procedures

Minnesota law requires that each eligible child or student have access to an interagency intervention service system that coordinates services and programs which will be reflected in a standardized written plan.

### Standardized Written Plan: Interagency Coordinated Plan (ICP)

The purpose of children with disabilities ages 3-21 is to identify and organize both formal and informal supports to facilitate the development of a plan that addresses the child and family’s concerns. While the actual written document contains the mandated plan requirements of many services and programs, the plan itself should be the product of interaction, collaboration, and partnerships between families and professionals.

The written plan used in the districts will be referred to as an “Interagency Coordinated Plan (ICP). The ICP will include the standard Individual Education Plan (IEP) pages which document team membership, present levels of student performance, student needs, goals and objectives, and services. An additional page (Interagency Coordinated Plan) will be used to document shared outcomes and the agency responsible for the provision of services, which implies funding source. The goal of shared outcomes is to encourage multiple agencies to jointly work on common concerns across multiple environments.

## **Expectations on Implementing the Standardized Written Plan**

### ***Local governance agreement***

The standardized written plan is a key element within each local interagency system. The Governing Boards of the Interagency Early Intervention Committees (IEICs) are required to develop an interagency Governance Agreement to support coordination of services for children with disabilities and their families that receive services through the standardized written plan. These Governance Agreements should specify the system of interagency child find; screening, assessment, and other system issues such as dispute resolution. They should also outline specific elements such as service coordination and funding and payment responsibilities for services on the standardized written plan.

### ***Framework for documenting, describing, and coordinating services***

The standardized written plan should be used as a framework for interagency teams to document, describe, and coordinate services as well as payment arrangements for each individual child and their family.

### ***Provide services to children with disabilities needing services from two or more agencies***

The standardized written plan is designed to be used for children with disabilities ages 3-21 who meet Special Education eligibility criteria and who also receive services from two or more agencies. It should be noted here that a family can choose not to use the written plan and the corresponding coordinated service system, even if their child is eligible to use the written plan and to receive services within the provisions of this document. Those families who do not wish to use the standardized written plan and coordinated interagency service system must be provided with an agreed upon alternative plan that meets their child's education and service related needs.

## Appendix A: County Interagency Early Intervention Services Agreement

### *Mission/Belief*

The \_\_\_\_\_ County Interagency Early Intervention Committee (IEIC) is committed to the development of a coordinated interagency service system which is based on early intervention that responds to individual children's needs with the child's family. The goal of this agreement will be for \_\_\_\_\_ County IEIC to increase the awareness and accessibility of resources and services to children aged birth to Kindergarten entrance and their families. This will be accomplished by creating community partnerships, providing early intervention, education, and centralized, integrated services to families in a supportive and respectful manner.

The program is based on the beliefs that a comprehensive, coordinated interagency referral and service system will reduce duplication while providing appropriate resources and services for children and family in a singular manner.

### *Eligibility for Services*

1. Determination of eligibility for social services, education services, health services, or other services under this contract shall be made by the Evaluation/Admission Team in conjunction with the Interagency Central Referral Team (CRT) within each district. The eligibility criteria are:
  - a. All children must be \_\_\_\_\_ County residents as determined by the agencies.
  - b. All children must be between birth and age kindergarten entrance.
2. The CRT shall follow Minnesota Department of Education (MDE) and the Hiawatha Valley Education District procedures for enrolling and discharging a child or terminating services to a child.

### *Program/Referral and Service System Process*

The primary aim of the program is to help each child reach his/her potential. Therefore, programming is dependent upon each child's individual needs. This agreement addresses the general components in serving the children between birth and entrance into kindergarten. Specific staffing needs, curriculum, center locations, etc. will be addressed by each individual district. The major child-focused objective of this program are to (1) provide a comprehensive system of identifying children with disabilities and serving the needs of these children and their families, and (2) to provide children with experiences appropriate to their age and stage of development which will help them grow socially, intellectually, physically, and emotionally. The major agency-focused objectives are to provide early intervention service to children with disabilities that is cost effective, efficiently utilizes community resources and is equally available to all county residents.

### *Service Plans*

The parties understand and agree that all services provided to eligible recipients under the terms of this contract shall be in accordance with the Individual Family Service Plan (IFSP), the Individual Education Plan (IEP), the Interagency Individualized Intervention Plan (IIIP), or other standardized written plan, developed with, for and on behalf of the individual child and family by the Interagency Early Intervention Team within each district.

### ***Safeguard of Student Information:***

The use of or disclosure by any party of information concerning an eligible child in violation of any rule of confidentiality provided for in Minnesota law or for any purpose not directly connected with the agency or agency's responsibility, hereunder is prohibited except on written consent of such eligible child, the child's attorney, or the child's responsible parent or guardian. Information gathered will be shared with all Interagency Central Referral members with a signed release of information form.

### ***Dispute Resolution Procedures:***

The parties agree to abide by dispute resolution procedures detailed in [Part C Hearing Procedures](#).

### ***IEIC Functions:***

The IEIC will function to:

- identify current services and funding being provided within the community;
- establish and evaluate the identification, referral, and community early intervention systems to recommend, where necessary, alterations and improvements;
- facilitate the development of interagency Individual Education Plans (IEP), Individual Family Services Plans (IFSP, Interagency Individual Intervention Plans (IIIP), or other standardized written plan when necessary to appropriately service children and their families and recommend assignment of financial responsibilities to appropriate agencies;
- implement a process for assuring that service involve cooperating agencies at all steps leading to individualized programs;
- review and comment on the early intervention section of the total special education system for the district and the county social services plan;
- facilitate the development of a transitional plan if a service provider is not recommended to continue to provide services;
- meet at least quarterly and report on the IEIC progress to the ICC and SAC; and
- develop and implement interagency policies and procedures concerning the following ongoing duties for ages birth to three:
  - Develop public awareness systems designed to inform potential recipient families of available programs and services;
  - Implement interagency child find systems designed to actively seek out, identify, and refer infants and young children, with or at risk of disabilities and their families;
  - Establish and evaluate the identification, referral, child and family assessment systems, procedural safeguards, and community learning system to recommend necessary alterations and improvements;
  - Develop a plan for the allocation and expenditure of additional state and federal early intervention funds; and
  - Participate in needs assessments and program planning activities conducted by local social service, health, and education agencies for young children with disabilities and their families.

### ***Conditions of the Parties' Obligations:***

This agreement may be canceled by any party at any time, with or without cause, upon 30 days notice, in writing, delivered by mail or in person.

Before the termination date of this agreement, the agency may evaluate the performance of another agency in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.

Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.

It is understood and agreed that the entire agreement of the parties is continued herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between all parties listed relating to the subject matter hereof.

### ***Financial Responsibility for Early Intervention Services:***

Responsibilities of County Boards and School Boards:

It is the joint responsibility of county boards and school boards to coordinate, provide and pay for appropriate services, and to facilitate payment for services from public and private sources. Appropriate services for children eligible must be determined in consultation with parents, physicians, and other educational, medical, health and human service providers. The services provided must be in conformity with an IFSP for each eligible infant and toddler from birth through age two and its family, an Individual Education Plan (IEP), Interagency Individual Intervention Plan (IIIP), Individual Service Plan (ISP), or another standardized plan.

Appropriate services will be provided in accordance with Free Appropriate Public Education (FAPE) for school districts and programs for which counties have service and fiscal responsibility. School and county boards shall coordinate services.

### **Agency Responsibilities:**

Public school will be responsible to:

- provide special education and related staff to serve identified children age birth through kindergarten entrance (home, school, and community based);
- use special education funds (i.e., reimbursements, transportation and foundation aids) to support programs as appropriate;
- complete and monitor due process for all children and parents;
- act as lead agency in coordinating referral and services within districts;
- provide appropriate staff for Interagency Central Referral Team (CRT) activities;
- gather information and share release and referral information;
- set CRT meeting time;
- contact parents;
- participate in CRT meetings;
- provide indirect/direct services;
- case manage as needed;
- monitor/follow-up;
- evaluate children referred for service;
- be a liaison with other agencies and services;
- provide a site for CTR meetings;
- participate at IEIC meetings;

- inform district staff of services;
- participate in training activities as needed;
- offer parent education; and
- provide early childhood screening as part of system wide child find efforts.

County Family Services department will be responsible to:

- provide consultation to education staff on family problems and related matters;
- provide appropriate staff for Interagency Central Referral Team (CRT) activities;
- provide assistance in completion of screening activities for new referrals as appropriate;
- encourage parent/child involvement;
- provide services/resources available as needed;
- case manage as required;
- participate with IEIC meetings; and
- participate in training activities as needed.

Public Health department will be responsible to:

- provide consultation to education staff on health and related matters;
- provide appropriate staff for Interagency Central Referral Team (CRT) activities;
- provide assistance in completion of screening activities for new referrals;
- encourage parent/child involvement;
- provide services/resources available as needed;
- participate in IEIC and other meetings;
- case manage as required;
- participate in training activities as needed; and
- implement child find activities including the implementation of the Follow-Along program.

The Hiawatha Valley Education District will be responsible to:

- participate in CRT meetings as required;
- provide direct and indirect services as determined by individual teams;
- provide evaluation services when requested;
- participate at IEIC meetings;
- provide information/communications dissemination to agencies;
- coordinate grant activities;
- participate in training activities as needed; and
- act as fiscal host and local primary agency.

Head Start will be responsible to:

- provide outreach;
- perform health and developmental screening;\*
- perform assessment (limited);\*
- facilitate dental and medical services;\*
- provide parent and family education;\*
- provide early childhood education;\*

- make referrals when appropriate;\*
- participate in CRT activities; and
- participate in IEIC activities.

\* services provided to families eligible under Federal Head Start guidelines.

## Part C Hearing Procedures

### *Interagency Early Intervention Committee*

- A. Local Primary Agency (LPA) will coordinate Part C hearing.
- B. The LPA will maintain a list of hearing officers provided by the Minnesota Department of Education.
- C. The Director of the LPA will be the designated person to receive written requests for Part C hearings.
- D. The Director of the LPA will notify the Minnesota Department of Education when a hearing has been requested within two working days of the receipt of the request.
- E. The Director of the LPA will notify directors of each of the member agencies named in the hearing request within two working days of the receipt of the request. Upon receipt of the request for a hearing, the Director of the LPA will:
  1. Date the Request for a Hearing;
  2. Forward copies of written request to involved agencies;
  3. Inform involved agencies in writing of timelines to be followed; and
  4. Send a letter acknowledging receipt of the request to the party initiating the request indicating:
    - a. Date request was received;
    - b. A review of timelines; and
    - c. Steps to be taken.
- F. Each agency director will be responsible to notify necessary parties within their agencies or any other appropriate parties identified by their agency.
- G. The Director of the LPA will work with parties involved to select a hearing officer.
- H. The Director of the LPA will work with the hearing officer in the selection of a site for the hearing.
- I. The Director of the LPA will monitor the timelines established for the hearing process.
- J. The Director or a designee from each agency named in the hearing request will discuss legal representation. Optimally, they will attempt to mutually agree upon single representation. In the event that an agreement cannot be reached, each agency will be responsible for obtaining, and for paying the cost of their own legal representation.
- K. If legal fees are awarded to the family, the cost will be assigned to each local agency, or county, and/or school board relative to each agency's degree of involvement as determined by the issues addressed in the hearing. In the event that financial responsibility is not clearly defined, involved agencies agree to:
  1. attempt to reach consensus; and
  2. participate in dispute resolution processes as provided by the State Agency Committee.
- L. Once the hearing officer has rendered a decision, the Director of the LPA will ensure all involved parties are aware of the process of appealing to the Commissioner of the Minnesota Department of Education.

## Sample: Interagency Coordinated Plan (ICP)

### CORE: Shared Outcome – Goals/Outcomes, and Objectives/Indicators

Name \_\_\_\_\_ Date: \_\_\_\_\_

Shared Outcome: \_\_\_\_\_

Agency Responsible:

Goal:

Objective(s):

Authorizing Signature:

Agency Responsible:

Goal:

Objective(s):

Authorizing Signature:

Agency Responsible:

Goal:

Objective(s):

Authorizing Signature:

## Consent to Use the Interagency Coordinated Plan (ICP)

Child/Student Name:	Date:	
School:	Grade:	DOB:

In 1998, the Minnesota Legislature passed the Interagency Service for Children with Disabilities Act for children and youth ages birth to 21 who have disabilities. This legislation mandates that each eligible child/youth have access to an interagency service system that coordinates services and programs required in state and federal law. The Interagency Coordinated Plan (ICP) is the document that will be used to coordinate services between multiple agencies.

You are not required to use the Interagency Coordinated Plan (ICP) or to use the coordinated services system. As a parent, you have the right to use the Interagency Coordinated Plan (ICP) or the IEP. You also have the right to meet with each service agency individually. Please refer to your Parents' Rights Brochure for further information.

Please address the statements below, sign and date this form, and return the original of this page.

### INFORMATION

Yes       No      I was given an explanation of the Interagency Coordinated Plan (ICP).

### PARENT ACTION

Yes       No      At this time, I would like to use the Interagency Coordinated Plan (ICP).

Yes       No      At this time, I would like to use the traditional Individual Education Plan.

**Notice to parent(s):** If you have any questions, please contact me.

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Name	Position	Telephone
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Parent Signature (Student if age 18 or older)	Date
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**Who do I contact  
for more information?**

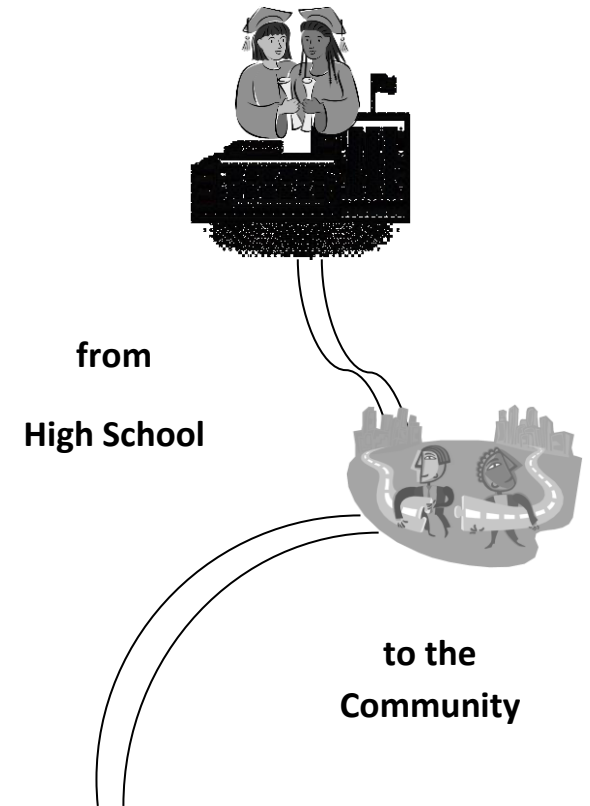
Marian Mahoney  
HVED CTIC Representative  
1410 Bundy Blvd  
Winona, MN 55987  
507-452-1200



**Sponsored by  
Community Transition  
Interagency Committee  
(CTIC)**

# CTIC

## Community Transition Interagency Committee



# WHAT IS CTIC?

## Community

We represent the following communities:

Caledonia, Chatfield, Dover-Eyota, Houston, LaCrescent-Hokah, Lake City, Lanesboro, Lewiston-Altura, Mabel-Canton, Plainview-Elgin-Millville, Rushford-Peterson, Spring Grove, St. Charles, Wabasha-Kellogg

## Transition

Transition is change.

Transition is movement.

For the young adult with disabilities, the term “transition” means moving from school to adult life.

Transition focuses on the following areas:

- Jobs and Job Training
- Post-Secondary Education
- Independent Living
- Community Participation
- Recreation and Leisure

## Interagency

Members of this committee represent:

- Youth and disabilities
- Parents of youth with disabilities
- Special/regular/vocational/education
- Rehabilitation services
- Health agencies
- County social services
- Community education
- Additional public or private adult service providers as appropriate
- Community service agencies
- Local business or industry

## Committee

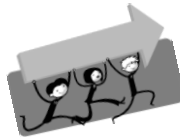
A team that

provides students with disabilities and

their families with

information, resources,

and services to help



## What do we do?

- Meet 3-4 times/year.
- Share information about resources and services available to students with disabilities in our communities.
- Recognize students who are making positive steps toward transition.
- Host a Transition Fair for students to learn about opportunities after graduation.

## Why should I get involved?

- I need resources for my son/daughter.
- I need resources for students I serve.
- I have resources to share.



