INTERAGENCY AGREEMENT BETWEEN

THE OHIO DEPARTMENT OF EDUCATION

AND

THE OHIO DEPARTMENT OF HEALTH FOR COORDINATION OF PART C SERVICES WITHIN HELP ME GROW FOR CHILDREN BIRTH TO THREE YEARS OF AGE

THIS AGREEMENT is entered into by and between the Ohio Department of Education ("ODE") and the Ohio Department of Health ("ODH") to confirm their intent to assist jointly in comprehensive planning and coordination for a statewide system of early intervention services for infants and toddlers with disabilities, and their families, as defined in C.F.R. section 303.16. For the purposes of this agreement, the term "party" means ODE and ODH respectively and "parties" means ODE and ODH collectively. Further, for the purposes of this agreement, "infants and toddlers with disabilities" include, pursuant to 34 C.F.R. section 303.16(b), children under three years of age with diagnosed physical or mental conditions that have a high probability of resulting in developmental delay or who are experiencing developmental delays.

Given that:

- Under Executive Order 2007-19S, **ODH** is the designated lead agency for implementation of Part C of the Education of the Handicapped Act, as enacted by the Education of the Handicapped Act Amendments of 1997, 111 Stat. 39 (1997), 20 U.S.C. 1400 et seg., as amended ("Part C");
- Under the supervision of **ODE**, local school districts have statutory responsibility under Chapter 3323 of the Ohio Revised Code (ORC) for identification, location, and evaluation of children suspected of having a disability including children less than three years of age;
- 34 C.F.R. section 303.523 requires as a condition of receiving federal funding under Part C that the lead agency execute interagency agreements with other state-level agencies involved in the state's Part C program;
- It is the intent of both of the parties to participate actively in the planning and implementation of the Part C program and the regulations adopted under Part C (34 C.F.R. Part 303) ("the regulations") in Ohio because no single agency has all necessary resources to conduct such a comprehensive program;

- The parties agree with the principles stated by the Philosophy Statement of the State Interagency Coordinating Council under IDEA, known as the Ohio Help Me Grow Advisory Council (hereafter referred to as "the Council"), for Part C services regarding interdepartmental cooperation in implementing the Part C program and promoting the use of coordinated multi-disciplinary and interagency systems for serving infants and toddlers with disabilities and their families in integrated services in every day routines, activities and places;
- Federal funds available under Part C will not be used to supplant state, local or other federal funds under the administrative control of ODH or ODE as required by 20 U.S.C. section 1437(b)(5)(B) and 34 C.F.R. section 303.124;
- Federal funds available under Part B of the Individuals with Disabilities Education Act, 20 U.S.C. sections 1412-1413 ("Part B") will not be used to supplant state, local, or other federal funds under the administrative control of ODH or ODE as required by 20 U.S.C. section 1412(a)(2)(A)(ii) and 34 C.F.R. section 300.153;
- The parties desire to improve, expand, and maximize the efficiency and effectiveness of existing resources and services for infants and toddlers with disabilities and their families. Each party intends to continue its present services while moving toward a more integrated planning and service delivery system. The respective philosophies of the parties mutually will build and support an interagency, cooperative system which provides a continuum of services for maximum benefits for infants and toddlers with disabilities and their families;
- Both parties agree that there should be no unnecessary delay or termination of services when an eligible child transitions from Part C services to preschool special education services under Part B at or before age three;
- Both parties wish to establish a coordinated relationship to fulfill their Child Find responsibilities under the Individuals with Disabilities Education Act (IDEA);
- Under Part B of the IDEA, **ODE** is responsible for ensuring that all children who have disabilities or who are suspected of having disabilities and who are in need of special education and related services are identified, located, and evaluated. This requirement is known as Child Find and is applicable to children from birth through 21 years of age. Policies and procedures relating to Child Identification are included within each school district's written Policies and Procedures for Special Education. Ohio schools are mandated to provide a free and appropriate public education beginning at age three; and
- Under Part C of the IDEA, **ODH** has responsibility for a statewide coordinated and comprehensive system of services for infants and toddlers with developmental disabilities or delays, birth through age two. Service delivery for this population of children is coordinated through a system of county-based Family and Children First Councils as required by ORC 121.37. Under this system, each Family and Children First Council and/or a subcommittee is comprised of organizations and agencies which provide services to young children, advocates, and parents of children with disabilities.

And given that the following agreed upon definitions, which are herein listed for the convenience of the parties, are applicable to this document:

- C.F.R. = Code of Federal Regulations
- Child Find = a requirement of IDEA that all children birth through 21 years of age who have disabilities or who are suspected of having disabilities and who are in need of special education and related services are identified, located and evaluated
- Council = the State Interagency Coordinating Council under IDEA, also known as the Ohio Help Me Grow Advisory Council
- CSPD = Comprehensive System of Personnel Development
- EMIS = the Education Management Information System implemented and managed by **ODE**
- HMG = Help Me Grow
- IDEA = Individuals with Disabilities Education Act
- IEP = Individualized Education Plan
- IFSP = Individualized Family Service Plan
- LEA = Local Education Agency
- ORC = Ohio Revised Code
- Part B = part B of the Individuals with Disabilities Education Act found in 20 United States Code sections 1412-1413
- Part C = part C of the Individuals with Disabilities Education Act, as enacted by the Education of the Handicapped Act Amendments of 1997 found in 111 Stat. 39 (1997), 20 United States Code 1400 et seq., as amended
- the regulations = regulations adopted under Part C of the Education of the
 Handicapped Act, as enacted by the Education of the
 Handicapped Act Amendments of 1997 which are found in the
 Federal Code of Regulations
- SEA = State Education Agency
- SID = state student identifier

Both parties, intending to be legally bound, agree to the following in consideration of the mutual promises hereinafter expressed:

1) Responsibilities of **ODH**.

a) **ODH** shall perform the functions required of the lead agency under Part C and the regulations.

- b) **ODH** shall maintain a data collection and information management system for Part C services.
- c) **ODH** shall assign a state student identifier (SID) in conjunction with **ODE**'s Education Management Information System (EMIS) pursuant to Amended Substitute House Bill 276 effective March 30, 2007 and provide a list of those SIDs by school district to **ODE** as provided for in a mutually agreed upon process to be developed.
- d) **ODH** shall work cooperatively with **ODE** and other agencies to provide training for personnel providing Part C services on Individualized Family Service Plans (IFSPs), service coordination, and basic information about the Help Me Grow (HMG) system to include transition at age 3 years.
- e) In accordance with 34 C.F.R. sections 303.510-303.512, **ODH** shall establish procedures for receiving and resolving complaints that one or more requirements of the regulations are not being met. These procedures shall include on-site investigation, if necessary.
- f) **ODH** shall establish and maintain a process under which any person who is not satisfied with the final decision by **ODE** concerning an internal dispute under the procedure described in paragraph (2)(b) of this agreement may request review of the matter by **ODH**. In accordance with 34 C.F.R. section 303.523-303.524, **ODH** also shall maintain a process for resolving inter-agency disputes about payments for a given service and disputes about other matters related to the state's Part C program.
- g) **ODH** will implement the following procedures to resolve inter-agency disputes: 1) upon learning of the dispute, **ODH** shall investigate the dispute and will solicit input from **ODE** and from any other agency involved about the issues giving rise to the dispute; 2) at the conclusion of the investigation, which shall take no more than thirty (30) days, **ODH** will render its decision regarding the resolution of the dispute in writing to **ODE** and any other agency involved; 3) **ODH** agrees to make a good faith effort, when possible, to resolve disputes in a manner that is acceptable to **ODE** and any other agency involved; 4) if **ODE** or another agency disagrees with **ODH**'s proposed resolution, it will be given an opportunity to meet with **ODH** regarding its concerns; and 5) if **ODE** or another State agency is not satisfied with the results of the meeting, it may seek review of the matter and a final, binding determination that resolve the dispute by the Office of the Governor.
- h) **ODH** will ensure that the local Help Me Grow program will forward contact information including the names, addresses, phone numbers, and birthdates of children currently receiving Part C services to the school district of residence and exclude children whose families have indicated that they do not want this information shared with the school district. This information is to be shared on a quarterly basis. Information may be shared as identified in the local interagency agreement for special education program planning purposes.
- i) **ODH** will ensure that, for two-year old children receiving Part C services under an IFSP and suspected of qualifying for special education services at age three, the assigned service coordinator is responsible for and will facilitate the transition

planning meeting. This meeting shall occur at least 90 days prior to each child's third birthday and, with the consent of the child's parents, will include a representative from the school district of the child. If it is determined that the child is eligible for special education preschool, the IEP shall be developed and implemented by the child's third birthday by the LEA in accordance with section 34 CFR 300.124(b).

2) Responsibilities of **ODE**.

- a) **ODE** shall assign a departmental representative to serve on the Council. This representative shall participate in all planning, information-sharing, and advisory functions of the Council and shall serve on appropriate committees of the Council.
- b) **ODE**, in a timely manner, shall resolve intra-agency disputes concerning its involvement with the Part C program. **ODE** shall cooperate in the resolution of disputes by **ODH** under paragraph (1)(g) of this agreement and shall require local education agencies to comply with the outcome of the dispute resolution process, subject to the provision for review by the Office of the Governor.
- c) **ODE** shall assure that local education agency employees involved in the identification and evaluation of children are credentialed staff in accordance with section 3301.071 or Chapter 3319 of the ORC.
- d) **ODE** shall assign a representative to participate on the Comprehensive System of Personnel Development ("CSPD") Committee of Council in planning a comprehensive system of personnel development under 34 C.F.R. section 303.360.
- e) **ODE** shall participate, through it's involvement in the Council and the HMG system, in the development and implementation of a process for evaluation of the statewide Part C system.
- f) **ODE** shall assure that, for those children found eligible for Part B services, the procedural safeguards, including the due process protections, applicable to the participation of children and families in the identification, location, and evaluation processes comply with 34 C.F.R. Part 303.321 and are provided by the eligible child's third birthday.
- g) **ODE** shall assure through monitoring practices that a child eligible for preschool Part B programming who will turn three by December 1 may begin Part B at the beginning of the school year if the family and the child's school district collaboratively decide it is appropriate.
- h) **ODE** shall assure through monitoring practices that the local education agency personnel responsible for developing and implementing an IEP for children eligible for preschool Part B programming do the following:
 - i) An LEA representative will attend the transition conference upon invitation by HMG.
 - ii) Upon request of the parent, the LEA will invite the Part C service coordinator to the initial IEP meeting.

iii) The LEA will consider the IFSP and data provided by HMG when the IEP team develops the IEP.

3) Shared Responsibilities of **ODH** and **ODE**

- a) State Policies and Systems
 - i) Representatives of the parties shall meet quarterly and at the request of either party may meet more often to review implementation of this agreement.
 - ii) The representatives of the parties will be individuals responsible for oversight of the state transition policies and procedures.
 - iii) Information shared will include state polices impacting the establishment of state systems and procedures for data collection, information sharing between agencies, educational programs for service providers and parents, strategies for transfers of individual children and families to appropriate community programs, and a comprehensive evaluation of transition processes and policies.
- b) Local implementation of transition policies and procedures
 - i) **ODH** in cooperation with **ODE** shall implement and evaluate transition activities at the local level. Activities evaluated will include procedures for data collection, information sharing between agencies, educational programs for service providers and parents, strategies for transfers of individual children and families to appropriate community programs, and a comprehensive evaluation of transition processes and policies.
 - ii) Both parties shall promote the use of the document, "A Framework for Developing an Interagency Agreement for Transition" as a guide to developing local interagency agreements.
 - iii) The parties shall jointly work to assist in the development of local interagency agreements between Ohio school districts and County Family and Children First Councils to enhance coordination of transition and Child Find at the local level.
 - iv) Both parties shall encourage school districts to develop and maintain written polices and procedures to coordinate transition and Child Find with other school districts located within the county.
 - v) Both parties shall assist districts and HMG coordinate across existing or new early childhood education programs.
 - vi) Both parties shall jointly work to ensure that school districts collaborate with the County Family and Children First Councils in the evaluation of children suspected of having a disability under Part B that are referred to the HMG system 46 to 90 days before the children's third birthday.
 - vii) Both parties shall jointly work to ensure that school districts and HMG local programs are aware that the school districts are not required to complete an IEP by the third birthday for children who have been referred to the HMG system 45 days

or less before the third birthday; these children will be referred to the district and standard timelines will be enforced.

- viii) Both parties shall work with the local partners, such as local districts and/or HMG partners identified in need of substantial intervention in the area of transition, to develop and implement a corrective action plan.
- ix) The parties shall jointly provide training to school district and HMG county personnel on the processes and protocols in effect under state policies.
- x) **ODE** and **ODH** shall jointly assist local education agencies to refer infants or toddlers to the locally designated Help Me Grow program.
 - a. In accordance with 34 C.F.R. section 303.523, should **ODH** or **ODE** not meet the procedures described in this agreement, the Director of each agency/party will attempt to resolve the complaint. If the matter is not resolved by the Directors of the state agencies/parties, the matter will be referred to the Governor's Office.

4) General Provisions

- a) Incorporation by reference
 - i) Hereby incorporated by reference as if specifically rewritten herein are all cited requirements of Part C, the regulations, other applicable federal laws and regulations, the ORC, the Ohio Administrative Code, and the polices of the Council.

b) Confidentiality

The parties agree that the confidentiality of records and client-identifying information shall be maintained in accordance with all applicable federal and state laws, rules and regulations. Information shared between agencies will be in alignment with the Elder letter (attached), specifically but not limited to the following:

Under the IDEA, in States where the SEA, through an interagency agreement or other mechanism, has included the lead agency's participation in the SEA's child find activities, the SEA, with the lead agency, can establish procedures that allow the lead agency to refer a child to the SEA without prior parent consent in order to meet the SEA's child find responsibilities under 34 CFR §300.125. The specific information that can be included in the referral without prior parental consent by the lead agency for these limited child find purposes are the child' name, date of birth and sufficient parent contact information (as determined by the SEA) to the SEA and/or the LEA so the SEA and LEA can meet their respective child find responsibilities.

c) Maintenance of Records

Each party agrees to maintain records of the services it has provided under this agreement in accordance with the laws, rules and regulations governing its respective

programs. These records shall be made available for review and audit by duly authorized federal and state officials as required by law.

d) Fiscal statutes

The obligations of **ODH** and **ODE** are subject to the provisions of section 126.07 of the ORC.

e) Nondiscrimination

Each party agrees that in the performance of this agreement, there will be no discrimination against any person because of race, color, sex, religion, national origin, age, disability, or any other factor specified in section 125.111 of the ORC, in the Civil Rights Act of 1964, as amended, in section 504 of the Rehabilitation Act of 1973, as amended, and in any other applicable nondiscrimination legislation.

f) Liability

ODE agrees to hold **ODH** harmless from any and all liability, suits, losses, judgments, damages, or any other demand brought as a result of the actions or omissions of **ODE** performance of this agreement. **ODH** shall hold **ODE** harmless from any and all liability, suits, losses, judgments, damages, or any other demand brought as a result of the actions or omissions of the **ODH**'s performance of this agreement.

g) Nonperformance

Each of the parties agree that neither party is responsible to the other party for nonperformance or delay in performance of terms of the agreement due to acts of God, wars, riots, strikes, or other causes beyond the control of the parties.

h) Invalidity

Each paragraph of this agreement is an independent paragraph. The holding of any paragraph or part thereof to be unconstitutional, void, or legally ineffective for any reason does not affect the validity of effectiveness of any other paragraph or part thereof. The remainder of the agreement will remain fully enforceable.

i) Parole evidence

All of the terms and conditions of this agreement are embodied herein. No other terms and conditions will be considered as part of this agreement unless expressly agreed upon in writing and signed by both parties. Such a written agreement need not be supported by any further consideration to be binding upon both parties.

i) Term

This agreement supersedes any other agreements relative to the coordination of Part C services within the Help Me Grow system between the parties and shall become effective upon signature of all parties and end on June 30, 2011 or at such time the Center for Early Childhood Development implements coordinating policy, whichever

occurs first. Thereafter, the parties may enter into another agreement with the same or similar terms to end at the close of that biennium.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

Debook S. Delife	Atin D. VACKOON MD	Jane M. Weechel
Deborah S. Delisle	Alvin D. Jackson, M.D.	Jane M. Wiechel, Ph.D.
Superintendent of	Director of Health	Associate
Public Instruction	Ohio Department of Health	Superintendent
Ohio Department of Education		Ohio Department of Education
Education		Education
9/15/09	9-3-09	9/9/09
Date	Date	Date