

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

**1. PURPOSE**

The purpose of this agreement is to define, describe, and clarify each agency's policies and responsibilities including referral, evaluation and assessment, child find, fiscal responsibilities, service coordina0 (as)4L1 gn(,)12 ( )10 (t)2 (r)7 (o)10.1 (ns

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(hereon referred to as WarmLine) and the seven Special Education Local Plan Areas (hereon referred to as SELPA) in Sacramento County including the Elk Grove Unified School District, Folsom Cordova Unified School District, Sacramento City Unified School District, Sacramento County, San Juan Unified School District, Natomas Unified School District, and Twin Rivers Unified School District. Through agreement, the SELPA programs will be operated through the Sacramento County Office of Education's Infant Program and the San Juan Unified School District's Deaf or Hard of Hearing Class (see attached SELPA agreement, Appendix "A"). The Sacramento County Office of Education's (SCOE) Infant Development Program (IDP) and the San Juan Unified School District's Deaf or Hard of Hearing program will be referred to as the "LEA."

**TARGET POPULATION**

This agreement applies to activities and services performed on behalf of infants and toddlers, birth through thirty-six months of age, and their families, who are eligible for the California Early Start Program, as defined in California statutes, regulations and polices. The definition of the eligible population is found in Appendix B which is attached to and made a part of this agreement.

**PAYOR OF LAST RESORT**

**3.1 FINANCIAL RESPONSIBILITY**

ACRC and SELPA will operate within the provisions of the applicable laws and regulations.

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

obligation to

3.145

### 4.3 REFERRAL PROCEDURES

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

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

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

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

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

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

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

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

#### 4.5 YEAR-ROUND CONTACT

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

ACRC, LEA and WarmLine will maintain ongoing, year-round communication through email, fax and telephone.

#### 4.6 TRANSITION PROCEDURES

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

4.61 The Service Coordinator, no later than 90 days before a child's third birthday,

meeting at the request of the parent/guardian. The service coordinator may hold the Exit IFSP concurrently with the initial IEP meeting. LEA and ACRC will meet with the Part B LEA representatives to review transition procedures and make necessary changes to rega6 (t)2 (i)6 (oP(88-0.000 0 0O02 Tw ¶J0 0.0284)

ACRC and the LEA mutually acknowledge and agree to the need for ongoing professional development activities and joint training of staff regarding the implementation of the California Early Start Program, as defined in California statutes, regulations and policies within Sacramento County. The training activities will include the staff of the ACRC vendor infant programs.

Copies of this agreement shall be made available to all staff of the parties of the agreement and appropriate training shall be provided through the respective agencies to ensure continuity of implementation of the Memorandum of Understanding.

## **9. MUTUAL INDEMNIFICATIONS**

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

## **10. TERMS OF AGREEMENT AND REVIEW SCHEDULE**

This agreement shall be in effect from the date of signature

## 11. EXECUTION

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

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Carmen Aguilar, Executive Director  
Alta California Regional Center

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Anne Rigali, Director  
Elk Grove Unified SELPA

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Betty Jo Wessinger, Asst. Superintendent  
Folsom Cordova Unified SELPA

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Dr. Sadie Hedegard, Asst. Superintendent  
Sacramento City Unified SELPA

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Debbie Morris, Administrator  
Sacramento County SELPA

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Brent Malicote, Asst. Superintendent  
Sacramento County Office of Education

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Vanessa Adolphson, Director  
San Juan Unified SELPA

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Pam Chueh, Executive Director  
WarmLine Family Resource Center

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Earl Pavao, Director  
Natomas Unified SELPA

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Kathleen Walker, Director  
Twin Rivers SELPA