

Marshall County Interagency Early Intervention Agreement

This agreement is made by and between the County of Marshall, School Districts: Stephen-Argyle Central #2856; Grygla #447; Marshall County Central #441, Greenbush-Middle River #2683, Tri County #2358, and Warren/Alvarado/Oslo #2176, Northwest Regional Inter-district Council (Northwest RIC), North Valley Public Health, Northwest Community Action/Headstart, TriValley Headstart, and Area Special Education Cooperative (ASEC) hereinafter referred to as the “Parties”, is as follows:

Whereas: Minn. Stat. Sect. 125A.027 and Sect. 125.491 permit public and private child-serving agencies to come together by mutual agreement to coordinate local services for children and youth with disabilities ages 0-21 years through the Interagency Services for Children with Disabilities Act.

Whereas: The Parties agree that children’s needs 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 consists in large part of redefining relationships among agencies; and

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

Now, therefore, in consideration of the mutual agreements combined herein, all participating Parties do hereby establish the, “Marshall County Interagency Committee” hereinafter referred to as the “Marshall County Child Link” or “IEIC”, and do agree as follows:

Local Purpose of the Agreement

The Parties enter into this Agreement for the purpose of improving the social, emotional, educational and economic outcomes of all Marshall County children birth through 5 and their families by mitigating risk factors and enhancing protective factors and for the purpose of creating an integrated service delivery system for children, adolescents, and their families with multiple and special needs. The Parties shall found the Interagency Structure on the latest knowledge and best practices available in relevant professional fields and service delivery approaches. The Interagency Structure shall not function as a service provider but shall perform activities that coordinate supports and services such as: common intake; common assessment; common care planning; care coordination; standards setting, and outcomes evaluation. The Interagency Structure shall neither replace nor duplicate existing agencies but shall recreate relationships among them.

Target Population

Children to be served: The Interagency structure shall serve children from birth through age 21 that 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 and supports. Need for services and supports shall be determined by screening criteria developed by the Interagency Structure 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-care and recreation. The Interagency Structure also shall 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, adoptive, custodial, or non-custodial parents; biological, step, or adoptive siblings or other minors with whom the child is residing.

Service Model Delivery

The primary aim of the program is to help each child reach their potential. Therefore, the programming is dependent upon each child's family's needs. This agreement addresses the general components in serving children. Specific staffing needs, curriculum, service provision locations etc. will be addressed with each agency/provider. The major child objectives of this program are to:

- a) Provide a comprehensive system of integrating services for children/youth with special needs and their families, and,
- b) Provide children with experiences for which they are eligible that are appropriate to their age and state of development which will help them grow socially, intellectually, physically and emotionally.

The Interagency Early Intervention Committee shall provide a comprehensive system of integrating services for children with special needs ages birth through 21 and their families in accordance with the Individual Family Service Plan (IFSP) for children under 3 years of age and the Individual Interagency Intervention Plan (IIIP) for children ages 3 to 21 years with disabilities, who receive services from more than one agency. In addition, all children under the age of three years, who are involved in a substantiated case of child abuse or neglect are referred to the Interagency Early Intervention system for screening and possible evaluation as required by the Keeping Children and Families Safe Act of 2003 (formally CAPTA). Employees of each agency will jointly develop a plan with, for and on behalf; of the individual child and family.

Composition of Decision-Making Bodies

The Marshall County Child Link shall consist of the following members:

- Representing the NW-RIC and ASEC: 1-2 ECSE staff
- Representing Headstart: The Headstart Coordinator
- Representing Social Services: Social Worker
- Representing Public Schools: A representative from each school district if possible.
- Representing Public Health: R.N. or a P.H.N.
- One parent representative

It is the responsibility of these representatives to keep their administrator informed of the IEIC activity: interagency projects, spending plans, evaluations and services unavailable in the home school district.

Financial decisions for services not covered or provided through the child's individual school district or through the NW-RIC or ASEC are discussed through the IEIC and then with the individual schools' superintendent or other administrator. When we feel that a child may require an evaluation or a service above and beyond what the school currently provides, we notify administration as soon as possible so that they have input into the need for services, financial decisions and financial planning to help meet the needs of the children of their school district.

Functions of the Marshall County IEIC

Marshall County IEIC will be comprised of professionals from the member agencies who have or will have involvement with a particular child. The child and his/her family will serve a leading role in the planning and implementation process.

Each team member will provide for the child's needs from the point of view of his/her professional discipline and agency mission, and will serve as a resource to the IEIC team. All members will have input into the development of the plan, when appropriate. Team meetings will be conducted in a way that supports open dialogue and participation of team members. Member agencies will agree to support the functioning of the treatment team process by encouraging designated individuals to attend and participate in Interagency meetings.

The IEIC team will decide upon a case manager for each child that was referred, most often the ECSE teacher. It will be the responsibility of the case manager to maintain the written plan developed by the team and secure the needed signatures. The case manager will coordinate all services/activities and referrals made by the IEIC team. Team meetings will be conducted to promote open dialogue and participation of all team members, as well as the family of the child. Member agencies will agree to support the functioning of the IEIC process by encouraging attendance by members of their staff.

The IEIC team shall review each child on the IEIC program at intervals determined by the team, with a minimal review of twice a school year. This is in addition to the education team's IEP/IIP meetings and periodic reviews.

Upon entry into school or after the child turns 6, the child will be transitioned to the staff of the school for continued educational assessments, planning and services. The school continues to provide case management under a coordinated, inter-agency system until the child graduates or turns 21.

Powers and Duties of the Governing Board

The powers and duties of this Agreement shall be carried out by the IEIC, the IEIC Chairperson, and a Governing Board. The IEIC shall function as the coordinators of the provider system and act, day to day, via the Chairperson and Service Providers team.

A. The Service Providers shall:

1. Provide comprehensive developmental assessments of children referred due to suspected delays in development; emotional and behavioral concerns; any concerns about the development and ability to learn by the child.
2. Assess the type and frequency of supports and services needed based on the child's and family's strengths and needs.
3. Have input into the goals and service plan for the individual child and family.
4. Monitor progress toward achieving outcomes as stated in the service plans.
5. Solicit input on the child's progression from other team members and parents on a regular basis.
6. When a child is moving out of the preschool setting, the service providers shall transition the children either out of ECSE services, or into the elementary school and over to a new case manager. This will require a meeting between preschool and school age staff, and the parent(s) of the child.
7. Children moving out of the school district shall receive coordinated transfer of records and information to the new school district.

B. The IEIC Chairperson shall:

1. Coordinate and manage the day-to-day operations of the IEIC committee.
2. Inform school administration regarding expenses that occur for the provision of supports and services according to the service plan.
3. Organize the IEIC meetings. Notify all IEIC members and parents of children we are reviewing at the meeting of the date, time and location of the meeting.
4. Complete Child Review Forms on each child discussed and mail them to the parents, schools and service providers following each IEIC meeting.
5. Complete all annual applications and reports to the Department of Education, DHS, and MDH.
6. Manage and coordinate all referrals to the IEIC. Perform initial intake of information, establish need for further assessment and initiate referrals to ECSE or NW-RIC or ASEC staff, as appropriate.
7. Assure service coordination between providers.
8. Report at least annually to the Marshall County Commissioners.
9. Provide public information about the IEIC and services for children to all residents of Marshall County.

C. The IEIC shall:

1. Develop an integrated service system for all eligible children. The integrated service plan shall include:
 - a) a common vision of how the local system of care should serve eligible children;
 - b) practices that provide earlier identification of problems and risks;

- c) use of educationally accepted assessment tests.
2. Procedures for appeals and due process, conflict resolution and client-to-system mediation.
3. Review the services and progress of the children on the IEIC case load at least twice a year.
4. Make recommendations based on the progress the child is showing and the satisfaction of the service providers who are working with the child.
5. Keep their employers and school administration informed of progress of each child. Keep them up-to-date on complaints that the families may have about services.
6. Help families with any needs that may be impacting the household and the child's ability to learn.

D. The Governing Board shall:

1. Oversee the services provided by the IEIC through reports from their committee members.
2. Direct NW RIC of Newfolden as the Fiscal Agent for the Part C and Part B-619 Preschool funds.
3. Agree to have Public Health as the intake provider and IEIC Chair.

Duties and Retained Powers of Signatory Parties

Each Agency is responsible to:

1. Participate in training activities when appropriate to maintain education and assessment skills with preschool population.
2. Request release of information forms from parents to enable creation of joint plans and for ease on discussing a child's case between team members.
3. Participate as a member of the child's team in developing IIP's, IFSP's and IEP's.
4. Participate in screening and assessment for children and families as appropriate.
5. Provide service coordination.
6. Serve as a liaison between agencies and services for families as well as for the families.
7. Inform staff of available services.
8. Provide funding to pay expenses for employees.
9. Provide staff to participate on the IEIC.

Public Schools are responsible to:

1. Provide special education and related services for children birth – age 5.
2. Use special education funds to support programs as appropriate.
3. Complete and monitor special education due process for children and families with special education needs.
4. Provide IIP, IFSP, IEP management for students with special education needs.
5. Participate at IEIC meetings.
6. Offer parent education as appropriate for students with special education needs.

Social Services are responsible to:

1. Provide consultation on family problems and related matters.
2. Encourage parent/child involvement in services.
3. Provide services and resources as needed.
4. Participate in IEIC meetings.

Public Health is responsible to:

1. Provide consultations on health and related matters.
2. Encourage parent/child involvement in services.
3. Participate in IEIC meetings.
4. Implement child find activities including the Follow Along Program which assesses physical and social-emotional development in children.
5. Provide public relation activities on educating the public in the county about Early Intervention Services for children.
6. Act as the chairperson of the IEIC.

Headstart is responsible to:

1. Provide education services to children age birth through age 5.
2. Use education funds to support education and programs as able.
3. Participate in IEIC meetings.
4. Offer parent education as appropriate for students with special education needs.

Special Education Cooperative is responsible to:

1. Participate in IEIC meetings.
2. Provide direct and indirect education staff and services.
3. Act as the fiscal host and local primary agency for IEIC.

Financial Arrangements and Funding

It is the joint responsibility of the county boards and school boards to coordinate, provide and fund appropriate services and to facilitate payment for services from public and private sources.

The Marshall County IEIC is funded through MDE and MDH funds. Services and time given by each participating service organization is done through in-kind contributions, except by the chairperson of the IEIC. Each participating service provider shall account for its in-kind contribution.

Provision and Payment of Services:

The IEIC team will discuss, and address, possible options for payment for services. If it is appropriate, services can be billed through a family's health insurance. When insurance doesn't provide coverage for a service deemed necessary by the IEIC, we will inquire into coverage by a social service program or through school funds.

Data Practices and Procedures

A. All parties agree to establish data practices that conform to state and federal statutes and ruled regulating data, particularly the collection, creation, receipt, maintenance or dissemination of private data on individuals as defined and regulated by the Minnesota Government Data Practices Act, Minnesota Statutes, Section 13, and 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 of 1974 (FERPA). Such data practices shall, at minimum, include the provisions defined below in Sect, 8.B. through 8.K.

B. Upon enrollment in the Marshall County IEIC, parents or the legal authority for the child to be enrolled, will be asked to sign a release of information. Refusal to sign the release of information will severely impact the IEIC's ability to provide integrated services to the child. This will be explained to the parents or legal authority. The IEIC release of information will expire after 1 year from the date of signature. Parents or legal authorities will be asked to resign the release of information on an annual basis, as long as the child is enrolled in IEIC. The IEIC can only share information with the agencies and individuals that are specifically listed on the release of information. If additional agencies or individuals are needed to be added, the IEIC may not release any information until they have an updated signed release form.

Only those providers and individuals listed on the release may share information about the child. The family may also specifically list what information may be shared. Data practices are governed by the Minnesota Government Data Practices Act. Failure to comply with the rules of releasing information may result in immediate release of employment.

The release of information needs to include:

- Which agency is authorized to release data about the subject;
- The nature of the information to be disclosed;
- The persons or agencies to whom the subject is authorizing disclosure;
- The purposes for which the information may be used by any of the receiving parties; and
- The expiration date of the consent agreement which may not be more than one year.

C. In instances when Interagency Structure entities need to use or disseminate client data in a manner different from that described to the client in the Tennessee Warning, the Parties shall obtain the written informed consent of the subjects of the data. The test for such need shall be whether the information sharing would result in a clear benefit to the child or family, information sharing solely for the convenience of the Interagency Structure or its Parties shall not be deemed necessary.

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.

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:

1. Step One: The grieving Parties will attempt to work out the dispute through informal communication.
2. 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, Discussion shall comply with the state's Open Meeting Law, Minn. Stat., Sect. 471.705.
3. Step Three: If resolution is not achieved at the meeting 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.
4. Step Four: The grieving Parties shall 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.
5. Step Five: The grieving Parties will submit the dispute to binding arbitration shall be equally distributed among grieving Parties.
6. Step Six: Upon resolution of the dispute, a joint communication will be issued to all affected parties.

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

1. Step One: Any Interagency Structure staff, board member, advisor, or volunteer, upon learning by verbal or written means about any substantial grievance of a family being served by the Interagency Structure, it's personnel, or the actions of the Interagency Structure or it's personnel, must notify the Service Providers and the Administrator.
2. Step Two: The Service Providers 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 their choice. Either the family or the team may invite any third party that it believes may facilitate resolution, The Team will attempt to resolve the grievance informally.
3. Step Three: Either the family or the Interagency Structure may request mediation by a neutral third party agreeable to all parties to the dispute. Participation in mediation is voluntary for all parties. Mediation must be completed within 20 days. Results of the mediation become binding and services and supports so agreed upon become part of the individualized care plan.

For the purposes of this section, "family:" means:

- A child over age 16 who has requested service or is being served by the Interagency Structure.

- The parents—including natural parent (either custodial or non-custodial), adoptive parent, or foster parent—of a child who has requested service or is being served by the Interagency Structure.
- A caretaker, guardian, trustee, or other legal representative with written permission to represent the child or family.

Nothing in this protocol restricts a family’s due process rights under rule or law.

Insurance, Indemnification, and Risk Sharing

Each party shall be liable for its own acts to the extent provided by law. To the extent permitted by law, the parties agree to indemnify, hold harmless, and defend the other, its officers and employees against any and all liability, loss, cost, damages, expenses, claims or actions, including attorney’s fees which the other, its officers and employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the party, its agents, or employees, in execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that the parties’ liability shall be limited by the provisions of the Municipal Tort Claims Act, Minn. Ch. 466 or applicable law.

Time Period of the Agreement

The term of this agreement is from the period of the date signed until rescinded unless amended as provided herein.

Withdrawal and Termination

Any party shall have the right to withdraw from this Agreement by declaring in writing its intention to withdraw on a specified date, which date shall not be less than thirty days from the date of the written notice and shall send a copy of the written notice to each party.

Withdrawal by a party shall not result in the discharge of any legal liability incurred by such party before the effective date of withdrawal.

This agreement shall terminate under the following circumstances:

- There are no remaining county parties to the Agreement or no remaining school district parties to the Agreement as a result of withdrawal pursuant to this Agreement, or
- All parties, or all remaining parties, mutually agree to terminate the Agreement, or
- This Agreement shall terminate automatically if federal funding for early intervention services is discontinued or if the provisions of Minn. Stat. 120.17 are repealed.

Termination of the Agreement shall not result in the discharge of any legal liability incurred by a party before the effective date of termination.

Upon termination, any property acquired by a party pursuant to the terms of this agreement may be retained by the party acquiring the property, except as may otherwise be required to comply with any requirement related to the source of funds used to acquire the property.

Disposal of Surplus Funds

Upon termination of this Agreement, all personal and real property held by or in the name of the Interagency Structure 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 Interagency Structure. As provided by law, any surplus monies will be returned to the MDE or MDH.

Access to Books and Records

In accordance with Minn. Stat. Section 16B.06, Subdivision 4, 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.

Signatories

IN WITNESS WHEREOF, participating entities, by official actions, have caused this Agreement to be executed by their respective officers:

_____, Chairman, Marshall County Board
Name Date

_____, Superintendent, Stephen-Argyle Central School #2856
Name Date

_____, Superintendent, Grygla School #447
Name Date

_____, Superintendent, Marshall County Central School #441
Name Date

_____, Superintendent, Greenbush-Middle River School #2683
Name Date

_____, Superintendent, Tri County School #2358
Name Date

_____, Superintendent, Warren/Alvarado/Oslo School #2176
Name Date

_____, Director, Marshall County Social Services
Name Date

_____, Director, Northwest Regional Inter-district Council
Name Date (NW-RIC)

_____, Director, Northwest Community Action/Headstart
Name Date

_____, Director, TriValley Headstart
Name Date

_____, Director, Area Special Education Cooperative (ASEC)
Name Date

_____, Director, North Valley Public Health
Name Date