

INTERAGENCY AGREEMENT

Between

AGENCIES OF THE STATE OF OKLAHOMA

In Coordination with the

OKLAHOMA COMMISSION ON CHILDREN AND YOUTH

Relating to

COORDINATION OF SPECIAL SERVICES TO CHILDREN AND YOUTH

ARTICLE I

1.0 PURPOSE

To provide for related services to the eligible population through a system of services that:

1. Is comprehensive, coordinated, multi-disciplinary and interagency and that will reduce the direct costs to educational agencies for the provision of related services to the eligible population;
2. Is delivered cooperatively by local education agencies and other appropriate public and private agencies supported in whole or in part with public funds;
3. Fulfills the requirements of the state and federal laws pertaining to the eligible population;
4. Enhances the capacity of families to meet the needs of their children who are members of the eligible population; and,
5. Provides for the determination of responsibilities for timely delivery of educational services to the special services population and for the costs of said service delivery.

Nothing in this agreement shall be construed as relieving the public schools, the Oklahoma State Department of Education (OSDE), the Oklahoma State Department of Health (OSDH), the Department of Mental Health and Substance Abuse Services (DMHSAS), the Department of Rehabilitation Services (DRS), the Department of Human Services (DHS), the Oklahoma Health Care Authority (OHCA), the Department of Career and Technical Education (CareerTech), the Office of Juvenile Affairs (OJA), the Oklahoma Commission on Children and Youth (OCCY), or other publicly funded agencies or offices or employees thereof of their respective responsibilities to the eligible population or the special service population.

ARTICLE II

2.0 TERM OF AGREEMENT

This agreement shall be effective from July 1, 2004 until June 30, 2008.

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ARTICLE III

3.0 GENERAL PROVISIONS

The provisions of this interagency agreement among the parties shall be for coordination of special services to children and youth in accordance with the Act for Coordination of Special Services to Children and Youth, 10 O.S. § 601.41, et seq. and the Individuals with Disabilities Education Act (IDEA) Amendments of 1997. The parties to this agreement seek to identify mechanisms and supports to encourage and develop partnerships for coordinated, integrated systems of mental health, social services, health services, rehabilitation, juvenile and correctional services, vocational training, and educational services for children and youth with disabilities and special needs children in out-of-home placements. Such mechanisms and supports include, but are not limited to, training and information, identification and evaluation of children with disabilities, increasing the number of children identified as eligible for Sooner Care and receiving EPSDT screens, increasing the participation of school districts contracting with OHCA as Medicaid/EPSDT providers, coordinated data, transitions across service systems, involvement of families, and endorsement of adequate levels of funding under state and federal mandates. The parties to this agreement will work in partnership with other agencies, persons, and organizations to encourage and develop coordinated and collaborative service delivery for children and youth.

3.1 DEFINITIONS FOR GENERAL PROVISIONS UNDER THIS AGREEMENT

3.1.a In general, "*child with a disability*" means a child evaluated in accordance with section 300.530-300.536 of Oklahoma State Statutes with mental retardation, hearing impairments including deafness, speech or language impairments, visual impairments including blindness, serious emotional disturbance, multiple disabilities, orthopedic impairments, autism, traumatic brain injury, other health impairments, specific learning disabilities, deaf-blindness, or multiple disabilities; and who, by reason thereof, needs special education and related services in accordance with an individualized education program (IEP).

3.1.b The term "*special education*" means specially designed instruction provided at public expense, under public supervision and direction, and without charge to parents (not precluding incidental fees normally charged to parents of non-disabled children as part of the regular education programs), to meet the unique needs of a child with a disability, including instruction conducted in the classroom, in the home, in hospitals and institutions, and in other settings; and instruction in physical education.

3.1.c The term "*related services*" means transportation and such developmental, corrective, and other supportive services as are required to assist a child with a disability to benefit from special education (including speech-language pathology and audiology services, psychological services, physical and occupational therapy, recreation including therapeutic recreation, early identification and assessment of disabilities in children,

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counseling services, rehabilitation counseling, orientation and mobility services, and medical services for diagnostic and evaluation purposes) The term also includes school health services, social work services in schools, and parent counseling and training.

3.1.d The term "*supplementary aids and services*" means aids, services, and other supports that are provided in regular education classes or other education related settings with non-disabled children to the maximum extent appropriate in accordance with section 300.550-300.556.

3.1.e The term "*transition services*" means a coordinated set of activities for a student with a disability that is designed with an outcome-oriented process, that promotes movement from school to post-school activities, including post-secondary education, vocational training, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation; is based on the individual student's needs and taking into account the student's preferences; and includes instruction, related services, community experiences, the development of employment and post-school adult living objectives; and if appropriate, acquisition of daily living skills and functional vocational evaluation. Transition services for students with disabilities may be spared if provided at specially designed instruction, or related sources, if required to assist a student with a disability to benefit from special education.

3.1.f The term "*assistive technology service*" means any service that directly assists a child with a disability in the selection, acquisition, or use of an assistive technology device (The terms include functional evaluation training, and technical assistance). "*Assistive technology device*" means any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of a child with a disability.

3.1.g The term "*free appropriate public education*" means special education and related services that are provided at public expense, under public supervision and direction, and without charge; meets the standards of the OSDE including the requirements of IDEA: includes preschool, elementary school or secondary school education and are provided in conformity with an IEP that meets the requirements of section 300.340-300.350.

3.1.h The term "*child find*" means provision of identification, location, and evaluation of children with disabilities residing in the state who are in need of special education and related services. The state must have in effect policies and procedures to ensure this.

3.2 RESPONSIBILITIES

In general, the OSDE is responsible for ensuring that the requirements of IDEA are met; and all educational programs for children with disabilities in the state, including local public schools and all such programs administered by any other state or local agency are under the general supervision of individuals in the state who are responsible for educational programs for children with disabilities; and meet the educational standards of the state education agency. The OSDE is responsible for provision of

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technical assistance, review, collection of data, and other activities to ensure compliance with IDEA.

This requirement shall not limit the responsibility of agencies in the state other than the OSDE to provide or pay for some or all of the costs of a free appropriate public education including special and related education services for any child with a disability in the state. *Exception:* The Governor (or another individual pursuant to state law), consistent with state law, may assign to any public agency in the state the responsibility of ensuring that the requirements of IDEA are met with respect to children with disabilities who are convicted as adults under state law and incarcerated in adult prisons.

3.3 INTERAGENCY OPERATING AGREEMENTS

The parties to this agreement shall enter into interagency operating agreements or other mechanisms for interagency coordination between each public agency and the OSDE or local education agency as appropriate, in order to ensure that services described in this agreement which are needed to ensure a free appropriate public education are provided including the provision of such services during the pendency of any dispute. Such operating agreements or mechanisms shall include the following:

Agency Financial Responsibility - An identification of or a method for defining the financial responsibility of each agency for providing services to ensure a free appropriate public education to children with disabilities, provided that the financial responsibility of each public agency, including the OHCA and other public insurers of children with disabilities, shall precede the financial responsibility of the local educational agency (or the state agency responsible for developing the child's IEP).

Conditions and terms of reimbursement - The conditions, terms, and procedures under which a local educational agency or parties to operating agreements shall be reimbursed by other agencies.

Interagency disputes - Procedures for resolving interagency disputes under the operating agreements or other mechanism to secure reimbursement from other agencies or otherwise implement the provisions of the agreement or mechanism.

Coordination of services - Procedures for agencies to determine and identify the interagency coordination responsibilities of each agency to promote the coordination and timely and appropriate delivery of services.

Family Participation - Interagency contracts made pursuant to this agreement shall be responsive to the identified needs of families with children who are eligible for services under the Individuals with Disabilities Education Act (IDEA).

3.4 OBLIGATION OF PARTIES TO THIS AGREEMENT

In general, 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

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services that are also considered special education or related services (such as, but not limited to assistive technology devices, assistive technology services, related services, supplementary aids and services, and transition services) that are necessary for ensuring a free appropriate public education to children with disabilities within the state, such public agency shall fulfill that obligation or responsibility either directly, through contract or other arrangement.

3.5 REIMBURSEMENT FOR SERVICES BY PUBLIC AGENCY

If a public agency other than an educational agency fails to provide or pay for the special education and related services, the local educational agency (or state agency responsible for developing the child's IEP) shall provide or pay for such services to the child during the pendency of any dispute. Such local educational agency or state agency may then claim reimbursement for the services from the public agency that failed to provide or pay for such services, and such public agency shall reimburse the local education agency or state agency pursuant to the terms of the operating agreements or other mechanisms pursuant to IDEA.

A public agency may use the Medicaid or other public insurance benefits programs in which a child participates to provide or pay for services as permitted in the Medicaid or public insurance program. Nothing in this agreement should be construed to alter the requirements imposed on the OHCA or any other agency administering public insurance program by federal statute regulations or policy under Title XIX or Title XXI of the Social Security Act or any other public insurance program.

3.6 SPECIAL RULE

The requirements may be met through state statutes or regulation signed agreements between respective agency officials that clearly identify the responsibilities of each agency relating to the provision of services, or other appropriate written methods.

ARTICLE IV

4.0 AMENDMENTS

This writing contains the agreements of the parties and no oral representations from any party are binding. Any amendments to this agreement must be in writing and signed by the parties.

EXECUTION:

