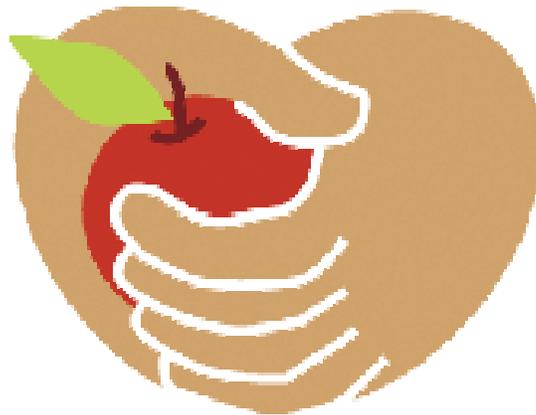




Migrant & Seasonal Head Start

Interagency Agreement Checklist



T A C - 1 2

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Interagency Agreement Checklist

Interagency Collaboration for Disabilities Services:

This checklist serves as a guide/framework for addressing the development, implementation and review of State and Local interagency agreements for services to families and children with disabilities. This checklist was developed in accordance with the Head Start Performance Standards and the Individuals with Disabilities Education Act (IDEA).

Within this checklist you will find indicators that support collaboration between community partners and Migrant & Seasonal Head Start (MSHS) programs. These indicators reflect a continuum of coordinated and comprehensive services that maximize the use of fiscal and personnel resources to meet the unique needs of families and children with disabilities.

Purpose and Scope:

With the revision of the Head Start Performance Standards and IDEA, and the interpretation of the Least Restrictive Environment (LRE) we have seen an increase in the placement options for children and families, namely that of inclusive settings. The individual needs of children and families can be met in a variety of settings *e.g., Head Start, Migrant & Seasonal Head Start, Early Head Start, State Preschool and Early Intervention programs, etc.* Along with the multitude of placement options lay a wide range of service options, policies, procedures, and eligibility requirements, etc. In light of these variables it is important that careful attention and planning are employed that reflect interagency, interdisciplinary coordination of services along with active parent involvement to avoid duplication of services.

Legislation/Regulations:

Under the legislation of IDEA (P.L. 105-17) provisions of special education services, interagency collaboration and program coordination for state and federal programs, *e.g., Department of Education* are required. These requirements may be met through the use of formal written agreements, shared staff and resources, interagency and intradepartmental planning and implementation, and joint staff training. Furthermore, Head Start programs must coordinate comprehensive services *e.g., identification and screening activities, sharing resources, and training* in accordance with the Head Start Performance Standards (45 CFR 1308).

A well-formed interagency agreement will establish foreseeable guidelines, enlist clearly defined procedures that are to be followed and clearly define the roles and responsibilities of the participating agencies and/or individuals. Additionally, these agreements will acknowledge the unique quality of services for children birth –5 years; a) the location (rural, urban), b) value cultural diversity and differences, c) the role of family in planning, coordination and implementation of activities, d) individual and developmentally appropriate services, e) collaboration of smooth transitions, and f) comprehensive evaluation/review of the program models/coordinated services.

The development of interagency agreements can pave the way for seamless and appropriate services for children and families. A well-formed agreement provides a multitude of benefits for programs and agencies as well. In addition, a well-formed agreement should be easily articulated by all parties involved, validated by all staff providing services, agreed upon by all stakeholders involved in the agreement. However, this process is not always an easy undertaking. It requires commitment, time, persistence and hard work, but the eventual benefits are well worth the effort.



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Points to consider in developing your process, policies and procedures:

- ❖ What is the purpose of the agreement (e.g., what services are needed and why)?
- ❖ What is hindering you from getting the services?
- ❖ The similarities and differences in for each agency.
- ❖ Identify who will be involved.
- ❖ Who will be responsible for contacting the necessary participants, setting dates and times, and arranging for space?
- ❖ Determine the Process to be used in developing the agreement.
- ❖ Who will approve the agreement?
- ❖ Identify Priority Areas.
- ❖ Develop realistic goals and timelines.
- ❖ Establish ground rules (What is the process for negotiating services and resolving conflict).
- ❖ Cross training on each other's program, mission, and regulations.
- ❖ Formalize informal practices.
- ❖ Write up agreed upon practices.
- ❖ Obtain approval from responsible participating agencies.
- ❖ Disseminate the approved agreement.
- ❖ Schedule regular review meetings.
- ❖ Develop a plan for implementing and providing joint training on the agreement.



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Head Start Performance Standards and IDEA require the following categories:

- 1) Part B and Part C services (joint training of staffs and parents, monitoring child progress...)
 - ❖ Plan in-service sessions based on topics of interest for all parties involved.
- 2) Service Coordination (resource sharing).
 - ❖ Develop a schedule to coordinate home visits.
- 3) Provisions for developing and completing written interagency agreements.
 - ❖ Plan periodic meetings to discuss agreement.
- 4) Head Start participation in the public agency's child finds activities.
 - ❖ Develop public awareness activities that focus on partnership.
- 5) Procedures for referral.
 - ❖ Specify timelines for referrals based on MSHS Program Season.
- 6) Evaluation procedures.
 - ❖ Specify who will conduct evaluation.
- 7) IEP/IFSP development and implementation.
 - ❖ Identify who will maintain and monitor the IFSP/IEP.
- 8) Placement options including summer services.
 - ❖ Specify who will be transporting children based on the placement option.
- 9) Transition procedures (summer services, record/information exchange).
 - ❖ Develop a Transition Activities Calendar.
- 10) Assurance of FAPE (Free and Appropriate Public Education) in recruitment, enrollment efforts.
 - ❖ Share recruitment/enrollment policies and procedures.
- 11) Record Keeping / Confidentiality.
 - ❖ Develop a release of information Form.
- 12) Staff Qualifications, cross agency collaboration, cultural and linguistic competence.
 - ❖ Develop hiring practices/procedures that meet the needs of both agencies.



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Indicator	Category Focus
<p>___ Yes</p> <p>___ No</p>	<p>1. Does the agreement include Part B and Part C services?</p> <p>1) <i>Children birth to three (Part C)</i></p> <p>2) <i>Children 3-school age (Part B)</i></p> <p>3) <i>Identification of at risk children, including criteria and procedures for identification, location and evaluation;</i></p> <ul style="list-style-type: none"> ❖ Assessment/ Evaluation measured by appropriate diagnostic instrument and procedure in all developmental domains, area of need and child strengths. ❖ Designated service coordinator is identified. ❖ Procedures for measuring outcomes and monitoring child’s continued progress, including timely modification of child’s program as needed. ❖ Case management/ service coordination (linking IFSP/IEP with individualized service plans). ❖ Interagency strategies for sharing financial resources. ❖ Interagency personnel development, i.e., joint training of staffs, consultants, and parents, a written orientation process. <p>4) <i>Early intervention services in accordance with IFSP/IEP.</i></p> <p>5) <i>Provisions for the inclusion and dissemination of parent rights, including the right to receive information in the home language.</i></p> <p>6) <i>Reporting and measurement of progress, i.e., reporting to parents, least restrictive environment.</i></p> <p>NOTES:</p>



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Indicator	Category Focus
<p>___ Yes</p> <p>___ No</p>	<p>2. Does the agreement include provisions for Service Coordination?</p> <p>1) <i>Assisting parents to access/obtain and evaluate services and participate in ongoing services.</i></p> <p>2) <i>Coordination of early intervention and other services.</i></p> <p>3) <i>Engage in continuous efforts to locate services/situations for the benefit of the child's development.</i></p> <p>4) <i>Resource sharing;</i></p> <ul style="list-style-type: none"> ❖ Shared services and/or personnel. ❖ Parent information available in home language. ❖ Role of SEA, LEA, MSHS and other agencies. <p>NOTES:</p>



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Indicator	Category Focus
<p>___ Yes</p> <p>___ No</p>	<p>3. Does the written agreement include the following provisions?</p> <p>1) <i>Formal State Level Agreements</i> - Each lead agency is responsible for entering into formal interagency agreements with other State- level agencies involved in the States early intervention program.</p> <p>2) <i>Formal Local Level Agreements</i> -Grantee’s and delegate agencies must make specific efforts to develop formal interagency agreements with local education agencies (LEAs) and other agencies within the grantee’s and delegate agency service areas annually.</p> <p>3) <i>Financial responsibilities</i> -Each agreement must define the financial responsibility of each agency for payment of early intervention services, including any obligation of non public education agencies.</p> <p>4) <i>Conditions and terms of reimbursement:</i> The conditions, terms, and procedures under which an LEA must be reimbursed by other agencies must be delineated.</p> <p>5) <i>Procedures for resolving disputes-</i> Each agreement must include procedures for achieving a timely resolution of intra- agency and interagency disputes about payments for a given service, or disputes about other matters related to the State’s early intervention program. Those procedures must include a mechanism for making a final determination that is binding upon the agencies involved.</p> <p>6) <i>Procedures for coordinating services</i> - Policies and procedures for agencies to determine and identify their own responsibilities for promoting the coordination and timely and appropriate delivery of services described.</p> <p>7) <i>Child Count/and Procedures for Reporting Children with Disabilities:</i> Grantee and Delegate must develop a system to provide a child count of children with disabilities to the LEA/SEA.</p> <p>NOTES:</p>



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Indicator	Category Focus
<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p>4. Does the agreement include provisions for “Child Find”? <i>Coordination of “Child Find” efforts– Each agency involved must include a public awareness program that focuses on the identification of children who are eligible to receive early intervention services, including preparation and dissemination by the lead agency to all referral sources.</i></p> <p>1) <i>Joint effort-</i> participation, role and responsibility of MSHS programs and Part B and Part C service providers (e.g. policies, procedures, methods, reports).</p> <p>2) <i>Methods</i> that identify and make eligible highly mobile and/or homeless children with disabilities (i.e., migrant & seasonal children) through public awareness, identification, location and evaluation.</p> <p>NOTES:</p>



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Indicator	Category Focus
<p>___ Yes</p> <p>___ No</p>	<p>5. Does the agreement include provisions for Referrals?</p> <p>1) <i>Provisions for Referrals</i> - Referring a Migrant and Seasonal Head Start child or family to an appropriate source or resource for help, treatment or information.</p> <p>2) <i>Referral Procedures</i> –</p> <ul style="list-style-type: none"> ❖ Define procedures for referring a child to the appropriate agency for evaluation and assessment; ❖ Define an effective method with timelines for making and responding to referrals. ❖ Ensure referrals are made no more than 2 working days after concern about a child’s development has been identified. ❖ Identify primary referral sources within the community (e.g., health care providers, social service agencies, early intervention services...). <p>3) <i>Timelines for public agencies to act on referrals (I.e., Part B/ Part C service providers)</i> -</p> <ul style="list-style-type: none"> ❖ Evaluation, assessment and scheduled IFSP/IEP meeting occurs within 45 days after the receipt of the referral (be sure to define what constitutes receipt of referral by Part B and Part C service providers). ❖ Procedures for the documentation of exceptional circumstances that prevent the evaluation, assessment and IFSP/IEP meeting to occur within 45 days (e.g., child illness). <p>4) <i>Special consideration in response to needs of highly mobile families</i>- are included in the agreement.</p> <ul style="list-style-type: none"> ❖ State regulations may specify more stringent time line requirement. <p>NOTES:</p>



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Indicator	Category Focus
<p>___Yes</p> <p>___No</p>	<p>6. Does the agreement include provisions for Evaluation/Assessments?</p> <p>1) <i>Evaluation and assessment procedures-</i></p> <ul style="list-style-type: none"> ❖ Procedures to determine a child’s initial eligibility and continuous eligibility, including; determining the status of each child’s level of functioning in each developmental area prescribed by IDEA and Head Start Performance Standards. ❖ Must be Conducted by trained personnel and results are based on informed clinical opinion by a qualified professional. ❖ Evaluation and assessment activities must be non-discriminatory (e.g., tools, administration of tools, support home language and culture). ❖ Includes a review of pertinent child records (e.g., medical history, health status, diagnostic evaluation...). ❖ Ensures that the results of screening, assessment, evaluation are shared with parents in their dominate language. <p>2) <i>Activities prior to evaluation and assessment -</i></p> <ul style="list-style-type: none"> ❖ Parental rights explained in home language. ❖ Parent(s) consent(s) for service in home language. ❖ Interim IFSP/IEP, including service provider, identified services). <p>NOTES:</p>



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Indicator	Category Focus
<p>___ Yes</p> <p>___ No</p>	<p>7. Does the agreement include provisions for IFSP/IEP development?</p> <p>1) <i>Time lines specified by IDEA/HS regulations</i> (“reasonable period of time following receipt of parental consent for initial evaluation”).</p> <ul style="list-style-type: none"> ❖ IEP– For a child who has been evaluated for the first time and is determined eligible the initial IEP must be conducted within 30 days. ❖ IFSP– for a child who has been evaluated for the first time and is eligible the initial IFSP must be conducted within 45 days. ❖ For children with existing IFSP/IEP (complete within 2 months prior to entry). ❖ Specifics for highly mobile/homeless populations (e.g., ESY services for the provision of FAPE). <p>2) <i>Roles of LEA, general providers and/or other involved agencies.</i></p> <p>3) <i>Responsibility and Accountability of each agency or person</i> (e.g., IFSP meeting and development must include parent participation. Every effort must be made to include parents in the development of the IEP).</p> <p>4) <i>Implementation of the IFSP/IEP service occurs within two weeks.</i></p> <p>5) <i>Meetings and periodic reviews, including the annual assessment meeting</i> (e.g., meeting convenience and accessibility; written notice; inclusion of child’s parents and general educators; home language of family accommodated).</p> <ul style="list-style-type: none"> ❖ <i>Initial meeting/ Annual meetings-</i> must include the following participants; their parent or parents of the child, other family members as requested by parents, an advocate or person outside of the family (parent request), service coordinator working with the family, person directly involved with the evaluations and assessment, persons who will be providing the services to the child. ❖ <i>Participant inability to attend meeting–</i> arrangements must be made for the person’s involvement through other means (e.g., telephone conference call, a knowledgeable representative attends the meeting or making pertinent records available at the meeting). ❖ <i>IFSP periodic review–</i> conducted every 6 months or more frequently if conditions warrant or if at the request of the family. ❖ <i>IFSP annual review–</i> evaluation of the current IFSP and as appropriate to revise the IFSP (e.g., inclusion of current evaluation results, ongoing assessment, determination of services needed). The meeting must be conducted in settings and at times that are convenient to the family and in the native language of the family or other mode of communication used by the family. <p>NOTES:</p>



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Indicator	Category Focus
<p>___ Yes</p> <p>___ No</p>	<p>8. Does the placement options and procedures incorporate cooperative service provisions?</p> <p>1) <i>Documentation and sources</i> -</p> <ul style="list-style-type: none"> ❖ Placement decisions are made by a group of persons who know the child, understand the meaning of evaluative data, and are familiar with the placement options. ❖ Information used to determine the appropriate placement is drawn from a variety of sources. ❖ All information is documented and carefully considered. <p>2) <i>Annual placement decisions</i> -</p> <ul style="list-style-type: none"> ❖ Placements determined at least annually and support the goals and objectives outlined in the child's IFSP/IEP. Services are provided to achieve the goals of the IFSP/IEP in each placement. ❖ Encourage placement in the least restrictive (LRE), natural learning environment advised (e.g., Head Start/Migrant and Seasonal Head Start Programs meet this criteria). ❖ Services are provided as close as possible to the child's home (i.e., 30 miles maximum). ❖ To the extent possible placement decisions support the opportunity for the child with a disability to participate with his/her non-disabled peers. <p>3) <i>Service Collaboration</i> - A continuum of services from various agencies that ensures that special needs are met.</p> <ul style="list-style-type: none"> ❖ "The collaboration could include: shared provision of services, joint placement, shared personnel...and other strategies to support the child's individual needs." ❖ The collaboration between providers maximizes access to services by traditionally underserved groups (migrant/mobile families and homeless families). ❖ Child entitlement of FAPE- necessary services are determined by the child's IEP team and can include extended school year services in order to meet the provisions of child entitlement to FAPE. <p>NOTES:</p>



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Indicator	Category Focus
<p>___ Yes</p> <p>___ No</p>	<p>9. Does the agreement include provisions for Transitions?</p> <p><i>1) Policies and procedures for smooth transitions-</i></p> <ul style="list-style-type: none"> ❖ Coordination of activities between agencies/schools (e.g., development of a transition plan). ❖ Specific provisions for highly mobile and/or homeless populations, including summer services. ❖ Into/from an infant and toddler program, preschool program, elementary program. (90 days– 6 months prior to transition for infants and toddlers). ❖ Appropriate and continuous services for IFSP/IEP. ❖ Transfer of records and exchange of information. ❖ Parent participation in all aspects of the transition provided in the home language of the family (i.e., parental consent, transition meetings, IFSP/IEP development, activity planning, review of placement options, development of transition plan). ❖ Roles and responsibilities of agencies/schools. ❖ Agency/school notification. <p><i>2) Strategies for transitions-</i></p> <ul style="list-style-type: none"> ❖ Preparation of staff and parents for working with a child with severe disabilities. ❖ Parental consent attained in the home language. ❖ Individualized transition plan that supports the goals and objectives of the child’s IFSP/IEP. <p>NOTES:</p>



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Indicator	Category Focus
<p>___ Yes</p> <p>___ No</p>	<p>10. Does the agreement include the assurance of FAPE (Free Appropriate Public Education) in recruitment, enrollment efforts?</p> <p><i>1) Recruitment and enrollment of children with disabilities.</i></p> <ul style="list-style-type: none"> ❖ Outreach and recruitment activities for locating children with disabilities are clearly defined and are culturally and linguistically appropriate. ❖ Staff engaged in recruitment and enrollment is knowledgeable of non-discriminatory practices. ❖ Role/responsibility of SEA, LEA, MSHS and other agencies are clearly defined (i.e., contract, State or Local collaborative agreement, shared resources, financial responsibility). ❖ Program eligibility requirements are clearly defined. ❖ Enrollment of the child with a disability into a program meets with the placement criteria as outlined in IDEA and the Head Start Performance Standards. <p><i>2) Special education and related services (FAPE) - planned services that foster the maximum development of each child’s potential and facilitate the active participation in the chosen placement.</i></p> <ul style="list-style-type: none"> ❖ Specify services to be provided (frequency, location, agency) including provisions for special education and related services as defined by IDEA and the Head Start Performance Standards (audiology, physical therapy, occupational therapy, speech and language pathology services, psychological services and transportation). <p>NOTES:</p>



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<p>___ Yes</p> <p>___ No</p>	<p>11. Does the agreement include provisions for record keeping systems and confidentiality of information?</p> <p>1) <i>Systems</i>– Established for effective and sufficient record keeping that provide timely and accurate information regarding children and families (e.g., collecting data from various agencies and service providers, reporting).</p> <p>2) <i>Confidentiality</i>-Agency personnel ensure appropriate confidentiality of family and child records (e.g., policies, procedures including definitions, notice to parents, access rights, record access, location of information).</p> <p>NOTES:</p>
<p>___ Yes</p> <p>___ No</p>	<p>12. Does the agreement specify qualification of staffs providing services for children with suspected and/or identified disabilities?</p> <p>1) <i>Staff and consultants qualifications</i>– staff and consultants have the knowledge, skills, and experience to perform their assigned functions (i.e., State approved or recognized certification, licensing, registration, or other comparable requirements).</p> <p>2) <i>Ethnic background and heritage</i>- Staff have familiarity with the ethnic background and heritage of family.</p> <p>3) <i>LEP/ Language(s) other than English</i>-Staff and consultants have ability to effectively communicate with children in families with limited English proficiency or that speaks a language other than English.</p> <p>NOTES:</p>



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SAMPLE INTERAGENCY AGREEMENT OUTLINE

- I. Cover Page
- II. Table of Content
- III. Purpose Statement including the specific agencies involved
- VI. The Intent of the Agreement including the specific population that will be served
- V. Specific Program Mandates (federal and state laws) including operating principles of each agency
- VI. Operating Procedures*
 - Child Find Participation
 - Joint Training for Staff and Parents
 - Procedures for referrals including timelines
 - Procedures for evaluations including timelines
 - IFSP/IEP development including meeting schedule
 - Placement Options
 - Transitions
 - Shared Resources
 - Child Data
 - Procedures for Hiring Staff including staff qualifications
 - Procedures for Reviewing and monitoring child's progress/outcomes
 - Program Service Delivery (Related Services, transportation)
 - Financial Responsibility
 - Any other items agreed to by both parties
- VII. Confidentially and Record Keeping
- VIII. Dispute Resolution
- IX. Dissemination of Interagency Agreement
- X. Review/Termination of Agreement
- XI. Signatures including date of agreement
- XII. Appendix

*Please refer to MSHS Interagency Checklist for additional information.