

VENTURA COUNTY SELPA EARLY START PROGRAM

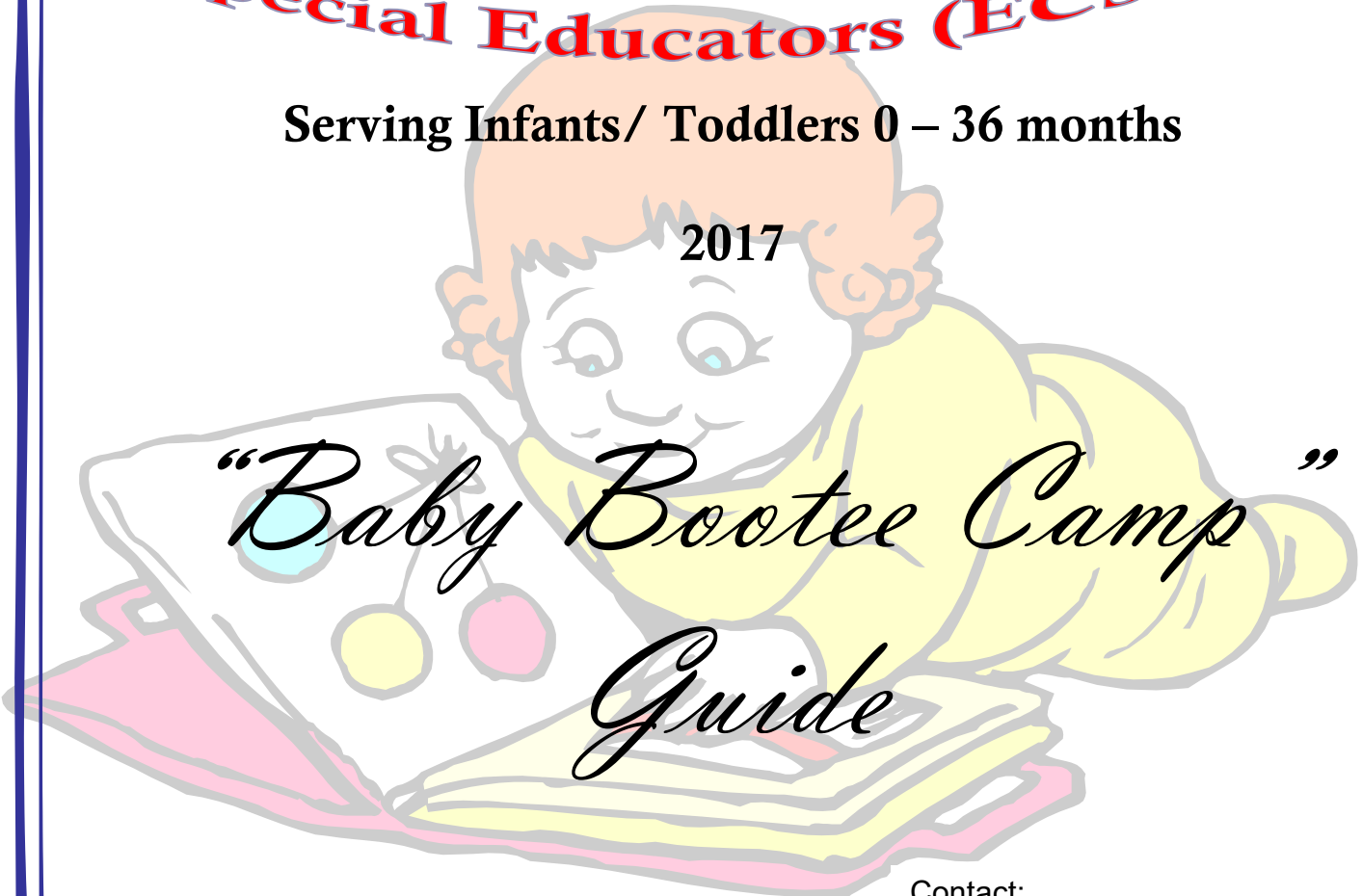
www.vcselpa.org

OPERATIONS MANUAL FOR

**School District
Early Childhood
Special Educators (ECSE)**

Serving Infants/ Toddlers 0 – 36 months

2017



“Baby Bootee Camp” Guide

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INTRODUCTION

Welcome to Ventura County SELPA Early Start Program. Adopted in 1991 in the state of California, Early Start is an innovative, visionary program that provides family-focused services to infants and toddlers with disabilities. The goal of the program is to provide early intervention to assist children in developing their fullest potential.

Early Start is a program unlike any other public school special education program. It requires ongoing collaboration with the Regional Center for intake, assessment, service delivery and transition. It utilizes a planning process (Individualized Family Service Plan - IFSP) and service delivery model components (home-based services, nutrition and respite services) that are unique.

In addition, every local education agency in California has developed their own working system with their local regional center. Therefore, what we do in Ventura County SELPA is different than other places in the state.

All IFSP forms and most other documents to be used with families are also available in Spanish. See the SELPA website for all IFSP forms at www.vcselpa.org.

This manual was designed to assist you as you enter our program. Welcome to “Baby Bootee Camp”.

Original Editors: Fran Arner-Costello and Launice Walker

Thanks to the following staff for the 2010 revisions:

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2015 Revisions- Regina Reed, Director, VC SELPA



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**ROLES AND
RESPONSIBILITIES
of School District
ECSE**

ROLES AND RESPONSIBILITIES OF SCHOOL DISTRICT EARLY CHILDHOOD SPECIAL EDUCATOR (ECSE)

Roles and responsibilities include the following but are not limited to:

SERVICE COORDINATOR:

- Develop IFSP
- Initiate referrals for other specialized assessments
- Coordinate services listed on IFSP
- Referral to community resources
- Adhere to State and Federal laws including timelines
- Coordinate Transition Planning and Referral to school district of residence at age three

* Service Coordinators within the schools may also serve as Service Providers.

SERVICE PROVIDER:

- Complete developmental assessment
- Attend IFSP
- Assist in developing appropriate measurable outcomes with the family
- Provide special instruction, family training, counseling, and home visits
- Develop reports of progress

The Early Start Program in the public schools provides services to children **200 days per year (Budget Act of 2008-09 Provision 8)**. In addition, the school district ECSE must be available to receive and act upon referrals of Solely Low Incidence children **12 months per year, each business day**.

Each Early Start program will serve eligible Infants/ Toddlers according to the “minimum” number on the attached chart, as per December 1 pupil count.

EARLY START PROGRAM ALLOCATION FORMULA

		(GROWTH)* ELIGIBLE FOR MORE FUNDING		(AVERAGE)	(RECAPTURE) AT RISK OF LOSING FUNDING
		UNITS	UNITS X 16 CHILDREN ¹	UNITS X 14	UNITS X 12
SIMI	32%	2.61	41.76	36.54	31.32
VENTURA	19%	1.48	23.68	20.72	17.76
OXNARD	30%	2.42	38.72	33.88	29.04
CONEJO	19%	1.53	24.48	21.42	18.36
		<hr/> 8.04		<hr/> 112.56	

*Growth and recapture are figured on the SELPA totals.

¹ Each child served is considered to use one slot, except children with unilateral hearing loss being seen only once a month, who are considered to use .25 of a slot

REFERRAL

REFERRAL

Infants and toddlers can be referred to the Early Start program by any interested individual. This is typically done by a parent or guardian, doctor or other medical personnel, therapist, day care provider or education staff.

In Ventura County, the Early Start Program has a “*single point of entry*,” which is Tri-Counties Regional Center (TCRC, phone (800) 664-3177). Children from Los Angeles County, residing in Ventura County SELPA school districts are referred to North LA County Regional Center (NLARC, phone (818) 778-1900).

TCRC staff will complete an Early Start Inquiry page (Attachment A), acquiring important information about the child and the concerns. The referral date is the date on which the Inquiry Sheet was completed. TCRC will assign an Interim Service Coordinator for the child.

TCRC will forward the Early Start Inquiry page to the appropriate school district program immediately. The school district ECSE is responsible for children within the catchment of the school districts they serve. (Attachment B)

The process for intake is known as Dual Agency Review Team (DART). During the DART process, infants will be considered for one of the following service coordination options:

➤ **Solely Low Incidence (SLI)**

The school district ECSE is responsible to serve all infants/ toddlers with solely a vision impairment, hearing impairment, or orthopedic impairment, or any combination of those disabilities. These infants/ toddlers are not served by TCRC, and will receive services from the school district even if their caseload is full. The school district ECSE is the Service Coordinator.

➤ **Regional Center Services only**

TCRC is responsible for all eligible infants/ toddlers who will not be served by the school district ECSE at all.

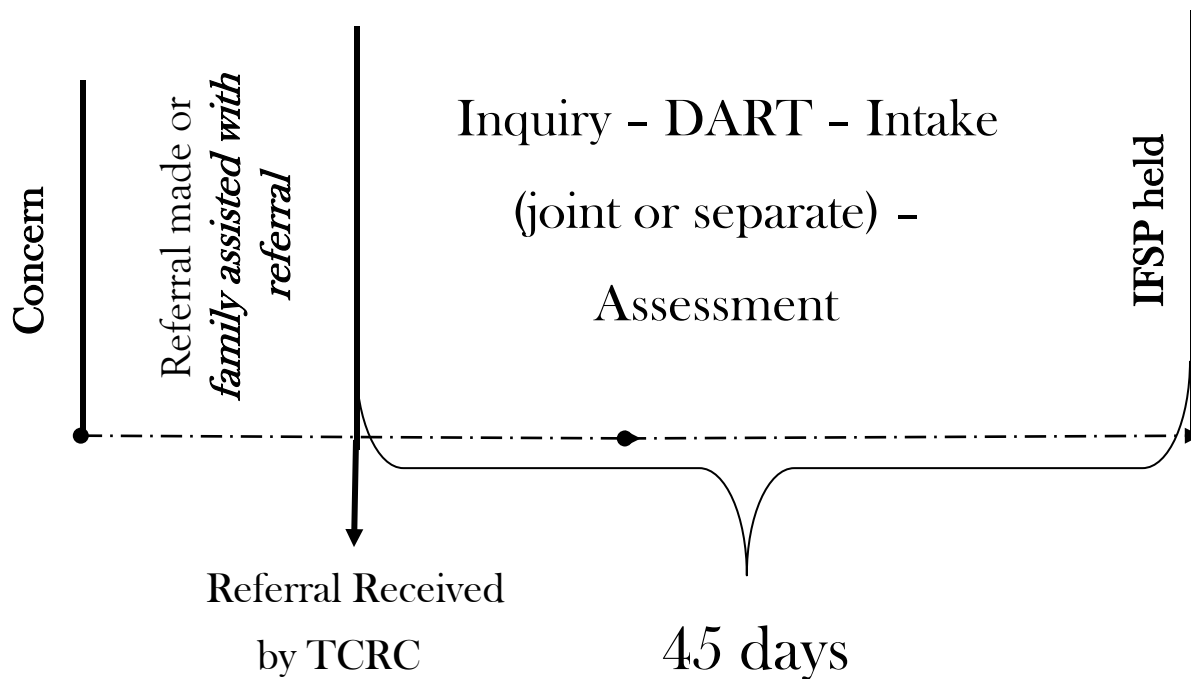
➤ **Dually Served**

If the school district ECSE has openings in their caseload, they can provide special education services to the child, with TCRC retaining service coordination responsibilities. According to the 2017 Memorandum of Understanding (MOU) between TCRC and Ventura County SELPA, the following infants/ toddlers are priorities for dual service delivery:

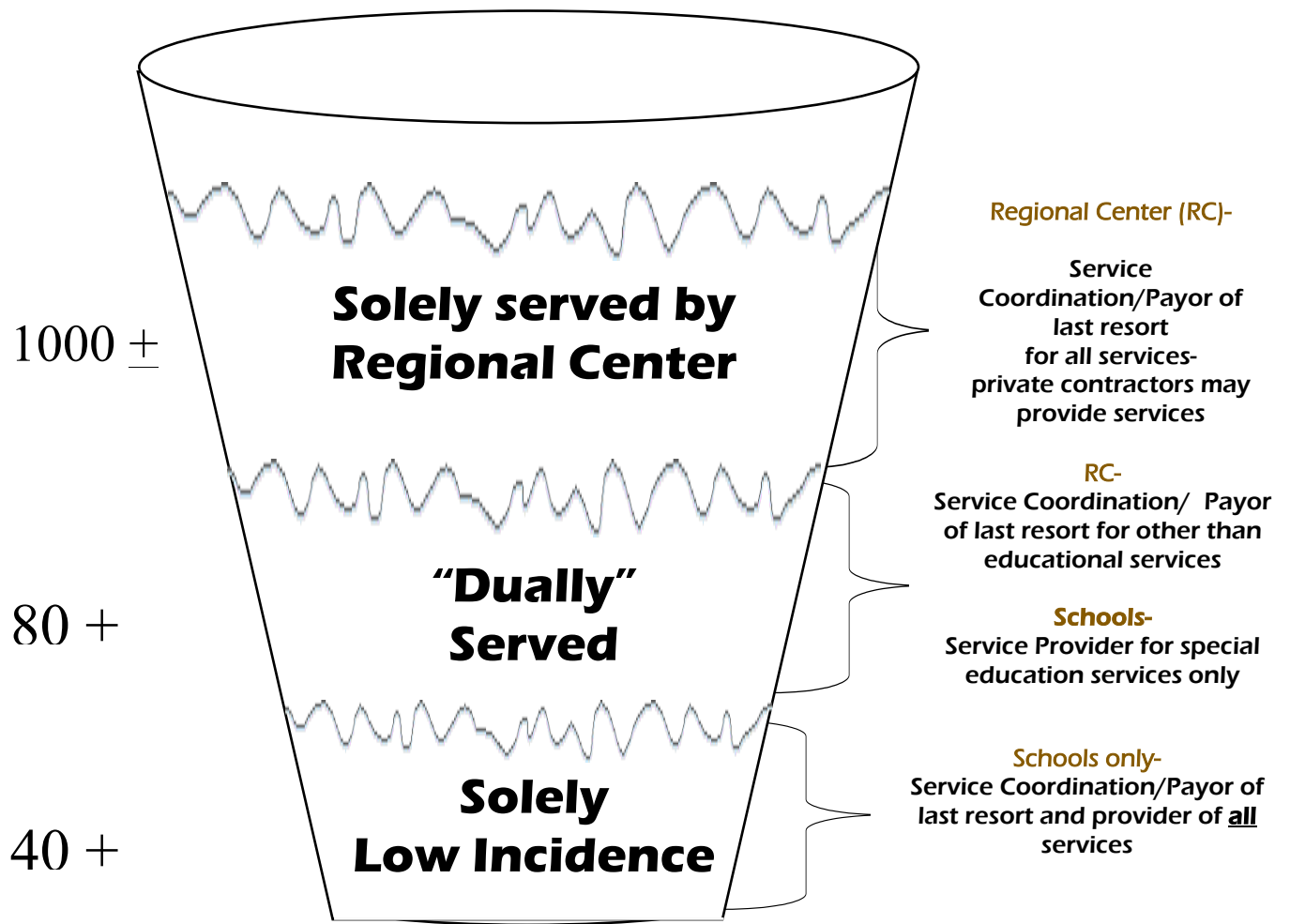
- * Children who would benefit from vision or hearing services; or
- * Children with orthopedic impairments
- * Children who exhibit multiple handicaps, especially those with cognitive impairments and other disabilities.

It is important to note that a child's initial service coordination status (SLI, RC services only or dually served) may change when the intake team meets the child and completes the assessment process. In that case, the child is referred back to the DART team to reconsider agency services.

The school district ECSE will respond to DART by 5:00pm next business day via phone, email, or fax. Once a referral is received by TCRC, the 45 day timeline begins. During the 45 day time line the following must occur: intake interview, assessment and Initial IFSP.



The following graphic demonstrates proportional numbers of children served by the various service delivery options.



The SELPA Early Start Secretary will forward to each infant/ toddler program a list of all Inquiries (Attachment C) completed by TCRC each week.

The SELPA Early Start Secretary will forward to each school district in the SELPA a list of Early Start Intakes received for children residing in the district, on a quarterly basis.

Ventura County Early Start Program EARLY START INQUIRY

Initial Intake Date: _____	IFSP Due Date: _____	SSN# _____	UCI# _____
Child's name: _____ Date of Birth: _____ Age: _____ Gender: _____			
Last	First	MI	
Mother/Guardian: _____ Maiden Name: _____ Father: _____			
Parent Consent to Referral: <input type="checkbox"/> Yes <input type="checkbox"/> No Do Parents live together? _____ Primary Language: _____ Interpreter? _____			
Mailing/Home Address: _____			
Phone: _____ Message Phone: _____ School District of Residence: _____			

Inquirer's Name: _____ Relationship to the Family: _____ Contact Phone: _____

Has applicant ever applied for services from any regional center? ☐ Yes ☐ No Where? _____

Primary physician: _____ Telephone: _____

Other agencies involved: _____ Medical Info Attached: _____

Parent was informed that Early Start is a partnership between DDS and Dept of ED and information will be shared between TCRC and the LEA, and parents agreed to proceed. ☐ Yes ☐ No

HISTORY AND CONCERNS:

Birthplace: _____ Hospital: _____ Gestational Age: _____ Birth weight: _____

Present weight: _____ Medications and Equipment: _____

Medical Confirmation/Diagnosis: _____ Specialist(s) Involved: _____

Developmental Concerns	Description of Concerns:
<input type="checkbox"/> Vision	
<input type="checkbox"/> Hearing * see checklist	
<input type="checkbox"/> Physical * see checklist	
<input type="checkbox"/> Self-Help * see checklist	
<input type="checkbox"/> Behavioral	
<input type="checkbox"/> Social	
<input type="checkbox"/> Communication	
<input type="checkbox"/> Cognitive	

Physical Checklist: (Circle all that apply): rolls tummy to back, sits unsupported, belly crawls, crawls, pulls to stand, cruises furniture, walks, grasps toy, releases toy

***Self Help Checklist** (Circle all that apply) : holds a bottle with both hands, finger feeds, drinks from open cup, uses a spoon to feed

***Newborn Hearing Screening Passed:** ☐ Yes ☐ No

Inquiry taken by: _____ Phone #: _____ Ext: _____

Regional Center Service Coordinator assigned: _____ Phone #: _____ Ext: _____

Date of follow up – phone call to family (if appropriate): _____ How did you hear about Early Start: _____

Actions taken: ☐ Appears SLI-sent to LEA ☐ Faxed to LEA for consideration for dual Date: _____

School District Response: _____ Possible Dates for Joint Intake: _____

LEA Early Start Coordinator:	LEA Response Date:
<input type="checkbox"/> Yes- agree to serve as SLI (Pending evaluation results)	<input type="checkbox"/> No- does not appear appropriate for dual/no available openings at this time
<input type="checkbox"/> Yes- agree to dual intake	<input type="checkbox"/> No- reconsider at later date when more information is available
Concerns/ Need More Info:	

SERVICE COORDINATI ON REGION	Speech/Language	Assistive Technology Assessment	Audiological Services (for a fee)	Orientation & Mobility	Nutrition*	Respite*	Transportation to educational services	Physical Therapy*	Occupational* Therapy	Vision Services	Vision Therapy	Counseling and Guidance Services	Psychological Services (Non Assessment)	Parent training	Health and Nursing	Social Emotional Services	Recreation Services	Deaf	Hard of Hearing Services	Parent Counseling
Conejo Valley USD (C)	C	SELPA	VC	C	SELPA	SELPA	SELPA	CCS/ SELPA	CCS/ SELPA	C	C	C/BH	C/BH	SELPA/ FRC	C	C/BH/RC/ SELPA	RD	SV	SV	C/RC/BH/ SELPA
Oxnard Elementary SD (OE)	O E	SELPA	VC	H	SELPA	SELPA	SELPA	CCS/ SELPA	CCS/ SELPA	OE	OE	OE/BH	OE/BH	SELPA/ FRC	OE	OE/BH/RC/ SELPA	RD	OE	OE	OE/RC/BH/ SELPA
Ventura Unified SD (V)	V	SELPA	VC	H	SELPA	SELPA	SELPA	CCS/ SELPA	CCS/ SELPA	V	V	V/BH	V/BH	SELPA/ FRC	V	V/BH/RC/ SELPA	RD	V	V	V/RC/BH/ SELPA
Simi Valley Unified SD (SV)	SV	SELPA	VC	C	SELPA	SELPA	SELPA	CCS/ SELPA	CCS/ SELPA	SV	SV	SV/BH	SV/BH	SELPA/ FRC	SV	SV/BH/RC /SELPA	RD	SV	SV	SV/RC/BH/ SELPA

Hueneme **(H)**
California Children
Services **(CCS)**
City Recreation
Department **(RD)**
Family Resource Center
(FRC)
Regional Center **(RC)**
Ventura County Behavioral Health **(BH)**
Ventura County Special Education Local Plan Area **(SELPA)**
Ventura County Office of Education **(VC)**

DISTRICTS EACH REGION SERVES:

Conejo	Oxnard Elementary	Simi Valley	Ventura Unified
Conejo Valley Unified School District	Hueneme School District	Moorpark Unified School District	Briggs School District
Las Virgenes Unified School District	Mesa Union School District	Simi Valley Unified School District	Fillmore Unified School District
Oak Park Unified School District	Ocean View School District	Somis & Pleasant Valley (Deaf only)	Mupu School District
	Oxnard School District		Ojai Unified School District
	Pleasant Valley School District		Rio School District
	Somis Union School District		Santa Paula Unified School District
			Ventura Unified School District

DATE: Week of: April 29 – May 5, 2010

[illegible]

INTAKE

INTAKE

After an infant is referred to the Early Start program and has gone through the DART process, the Service Coordinator contacts the family to arrange an intake interview. (Attachment D) If the child may be dually served, the intake interview with the family will include a representative from TCRC and the school district. The representative from TCRC and the school district will make every effort to go out together to complete the intake interview.

Parent Consent will be obtained to gather information from medical practitioners or other providers. (Attachment E)

All children will be given vision and hearing screening. See guidelines for Vision and Hearing screening in "Service Guidelines" section.

All families will be given a referral to the Rainbow Connection Family Resource Center upon intake. (Attachment F)

EARLY START INTERVIEW

Date Report: _____

Name: _____ UCI: _____ DOB: _____

Assigned SC: _____ IFSP Due Date: _____

SSN: _____ Dual case: Yes ☐ No ☐

Insurance Name: _____ Insurance # _____

IDENTIFYING INFORMATION:Age: _____ Sex: M ☐ F ☐ Language: ☐ Spanish ☐ English ☐ Other _____

Address: _____

Home Phone #: _____ Cell Phone #: _____

E-mail address: _____

By whom referred: _____

Reason for concern: (congenital anomalies, prematurity, diagnosis, etc.):

Location of interview: _____

Persons attending intake: _____

FAMILY SITUATION:**Mother/Foster:** _____ Maiden name: _____ DOB: _____

Age: _____ Educational background: _____

Employment: _____ Place of birth: _____

History of disabilities (i.e. learning, special needs CP, Autism, etc.):

Father/Foster: _____ DOB: _____

Age: _____ Educational background: _____

Employment: _____ Place of birth: _____

History of disabilities (i.e. learning, special needs, CP, Autism, etc.):

Siblings:Name: _____ Age: _____ Lives w/parent: Yes ☐ No ☐Name: _____ Age: _____ Lives w/parent: Yes ☐ No ☐Name: _____ Age: _____ Lives w/parent: Yes ☐ No ☐Name: _____ Age: _____ Lives w/parent: Yes ☐ No ☐**OTHER AGENCIES INVOLVED**WIC Y ☐ N ☐ Counseling Y ☐ N ☐ Housing Asst: Y ☐ N ☐Medical Y ☐ N ☐ Cal-Fresh Y ☐ N ☐ Other: Y ☐ N ☐ _____Cash-Aid Y ☐ N ☐ CDR Y ☐ N ☐ Type: _____SSI Y ☐ N ☐ NFL Y ☐ N ☐ Hub: _____CPS Y ☐ N ☐ name: _____Public Health Y ☐ N ☐ name: _____Foster Parents: Yes ☐ No ☐

Educational Rights: _____ Date of Placement: _____

Who does the child reside with? _____ Biological Parents: Yes ☐ No ☐**MOTHER'S PRENATAL HISTORY:****Mother's medical history**Due date: _____ Maternal age at time of birth: _____ Prenatal care: Y ☐ N ☐

At what month received? _____ Who provided care? _____

Specialist: _____

Ultra sound ☐ Yes ☐ No _____ Prenatal Vitamins: Yes ☐ No ☐ Iron ☐ Folic Acid ☐**Problems during pregnancy:**☐ Chronic disease ☐ Rh incompatibility ☐ Hypertension ☐ Trauma☐ Viral infection ☐ Vaginal bleeding ☐ Toxemia ☐ Diabetes☐ UTI ☐ Miscarriages ☐ Bed rest _____ ☐ Weight loss/gain☐ Preclampsia ☐ Amnio ☐ Anemia ☐ Other _____

Comments: _____

History of Drug Abuse and Domestic Violence:

Have you ever had substance abuse issues? Y ☐ N ☐

- Did you use any of the following substances during pregnancy;

Alcohol ☐ tobacco ☐ cocaine ☐ meth ☐ prescription drugs ☐ marijuana ☐ other ☐

- Have you suffered from Depression?

Before pregnancy ☐ during pregnancy ☐ after pregnancy ☐

- Have you taken depression medication?

Before pregnancy ☐ during pregnancy ☐ after pregnancy ☐

- Do you have a health condition?

Before pregnancy ☐ during pregnancy ☐ after pregnancy ☐

- Do you take medication?

Before pregnancy ☐ during pregnancy ☐ after pregnancy ☐

- Any history of domestic violence? Yes ☐ No ☐

- Are you interested in receiving additional information to help with domestic violence?

Yes ☐ No ☐

Comments: _____

BIRTH HISTORY:

Hospital of birth: _____ Length of labor: _____

Gestational age: (<32wks?): _____

Apgars: (0-5): ____ 1min. ____ 5min. ____ 10min.

Birth weight (1500grms/3lbs.5.oz?): _____ Length: _____

Delivery:

- | | | |
|---|---|--|
| <input type="checkbox"/> Vaginal Delivery | <input type="checkbox"/> C-Section | <input type="checkbox"/> Induced labor |
| <input type="checkbox"/> Premature (____ weeks) | <input type="checkbox"/> Breech | <input type="checkbox"/> Jaundiced |
| <input type="checkbox"/> Cord around neck | <input type="checkbox"/> Transfused | <input type="checkbox"/> Fever |
| <input type="checkbox"/> Twin (1 st or 2 nd) | <input type="checkbox"/> Rh negative | <input type="checkbox"/> Baby rotated |
| <input type="checkbox"/> Vacuum Extraction | <input type="checkbox"/> Transverse | <input type="checkbox"/> Abruptio |
| <input type="checkbox"/> Meconium aspiration/stained | <input type="checkbox"/> Placenta previa: | <input type="checkbox"/> Other |

Comments: _____

NURSERY COURSE

Number of Days in NICU: _____

Transport to other hospital? Y ☐ N ☐ Name: _____

Reason: _____

☐ Oxygen/Ventilator ☐ Respiratory Distress Syndrome ☐ Bronchio-Pulmonary Disease☐ Apnea and Bradycardia ☐ Intracranial Hemorrhage (Grade): _____ Other: _____Surgeries: Y ☐ N ☐ Seizures: Y ☐ N ☐ Congenital Anomalies: Y ☐ N ☐PDA: Y ☐ N ☐ ROP: Y ☐ N ☐ Genetic Syndrome: Y ☐ N ☐

Additional tests and referrals: _____

Comments: _____

BABY/CHILD CURRENT STATUS:

Diagnosis: _____ Current weight: _____ Height: _____

Vitamins: Yes ☐ No ☐ Medications Yes ☐ No ☐

Type: _____ Reason: _____ Dosage/Frequency: _____

Type: _____ Reason: _____ Dosage/Frequency: _____

Dr. who prescribed Meds: _____

Immunizations up to date? Yes ☐ No ☐ Explain _____**MEDICAL FOLLOW UP:**

Pediatrician: _____ Last visit: _____ Next: _____

Specialists: _____ Last visit: _____ Next: _____

Name: _____ Phone Number: _____

Specialists: _____ Last visit: _____ Next: _____

Name: _____ Phone Number: _____

Medical problems: _____

Re-hospitalizations: Y ☐ N ☐ Hospital: _____

Reason: _____ Number of days: _____ Dates: _____

HearingFormal hearing evaluation done? Y ☐ N ☐ Newborn hearing Y ☐ N ☐ Passed Y ☐ N ☐

When: _____ Where: _____ Results: _____

Hearing Conservation (805) 437-1380 Referred date: _____

VisionFormal vision evaluation done? Y ☐ N ☐ Newborn vision Y ☐ N ☐ Passed Y ☐ N ☐

When: _____ Where: _____ Results: _____

☐ Referred to: _____☐ Vision and hearing screening performed by SC _____**Adaptive Equipment?** Y ☐ N ☐ Reason: _____ Type: _____

Comments: _____

NutritionalBreast feeding: Y ☐ N ☐ How much: _____ How often: _____Formula: Y ☐ N ☐ How much: _____ How often: _____Drink bottle Yes ☐ No ☐ if yes, how many per day _____Pacifier: Yes ☐ No ☐Eating Habits: Fruits ☐ Veggies ☐ Grains ☐ Meat ☐ Dairy ☐Does child chew meat ☐ or spit out ☐Does child eat independently using fork ☐ spoon ☐ finger foods ☐Drink open cup ☐ sippy cup ☐ straw ☐Does child mind getting dirty during feeding? Yes ☐ No ☐

Other foods/supplements: _____

Special Diet, Allergies, Feeding problems _____

FAMILY STRENGTHS AND ROUTINES

(OPTIONAL FOR SCHOOL DISTRICTS)

Daily Schedule/Routines/Activities

●Home Activities

Naps _____ Bed time _____ Rise time _____

Sleeps through night Y ☐ N ☐ _____ Child sleeps in own bed ☐ parent bed ☐

●Bathing

Does child like to bathe? Y ☐ N ☐ Does soap on head bother him/her? Y ☐ N ☐

Does water bother him/her? Y ☐ N ☐ Does he/she allow scrubbing? Y ☐ N ☐

Challenges/Comments: _____

●Clothing

What clothing item can he/she take off? _____

What clothing item can he/she put on? _____

Challenges/Comments: _____

●Brushing

Does he/she allow you to brush/wipe teeth? Y ☐ N ☐ Does he/she brush/wipe own? Y ☐ N ☐

Challenges/Comments: _____

●Toileting

Potty trained? Y ☐ N ☐ Potty Routine? Y ☐ N ☐ Discomfort when wet/soiled? Y ☐ N ☐

Signs: Crying Y ☐ N ☐ Pointing Y ☐ N ☐ Tugging Y ☐ N ☐

Challenges/Comments: _____

●Community Activities

Walking ☐ Watching TV ☐ Park ☐ Shopping ☐ Movies ☐ Playing ☐

Grocery Store ☐ Swap meet/flea market ☐ Other ☐

Challenges/Comments: _____

●Family Resources

Transportation: _____ Daycare: _____ Religious Support: Yes ☐ No ☐

Bus ☐ Car ☐ Taxi ☐ Access ☐ Other ☐

Challenges/Comments: _____

●Sensory Issues

Is he/she sensitive to: Sounds Y ☐ N ☐ Touch Y ☐ N ☐ Brightness Y ☐ N ☐

Other: _____

●Transition Issues

Challenges during routine / activity? Y ☐ N ☐

Does she/he have difficulty with changes? Y ☐ N ☐ People? Y ☐ N ☐

Places? Y ☐ N ☐ Daily schedule? Y ☐ N ☐

Going from one activity to next? Y ☐ N ☐

●Attention

Is s/he: Over focused on one thing at a time? Y ☐ N ☐ Not able to focus? Y ☐ N ☐

Other: _____

●Behavior Issues (consider age appropriateness and extent and frequency of behavior)

Is he/she: Too Passive: Y ☐ N ☐ Overwhelmed Y ☐ N ☐ Pinching Y ☐ N ☐

Angers Quickly Y ☐ N ☐ Screams Y ☐ N ☐ Throws things Y ☐ N ☐

Head banging Y ☐ N ☐ Hitting Y ☐ N ☐ Bites Y ☐ N ☐

Tantrums Y ☐ N ☐ How many per day? _____

●Communication

Is your child communicating? Y ☐ N ☐

How is your child communicating? verbal _____ sign _____ gesture _____

How many of the words your child says are understood by others? _____

by parent/s only? _____.

What does your child do if you are unable to understand what s/he is trying to communicate?

Does your child respond to her/his name? Y ☐ N ☐ _____

Does your child play with other children? Y ☐ N ☐ _____ adults? Y ☐ N ☐ _____

What type of social opportunities does your child have? _____

Does your child look at you when you are talking to him/her? Y ☐ N ☐ with others Y ☐ N ☐

Ventura County Early Start Program PARENT CONSENT

For Assessment/Evaluation, Release/Exchange of Information, Request for Service

Child's Name: _____ DOB: _____

With your written consent, community agencies and the persons who represent them may share information with one another. Evaluation for the Early Start Program includes: finding out if your child is eligible for services, talking about what services are available, matching services to your child and family needs.

You need to know that:

- Your child may receive a developmental assessment.
- The information obtained is voluntary and will only be used to evaluate your child to determine his/her eligibility and need for services and provision of an Individual Family Service Plan.
- You may request copies of all records pertaining to your child.
- This consent for exchange is good for one year; you may withdraw your permission at any time by writing a note to your primary service coordinator. However, revocation of your permission will not apply to records already released.
- A photocopy of this document is as valid as the original.
- Sharing information helps agencies coordinate services for your child. You may choose which agencies shall exchange information.
- Information about your child and family is strictly confidential and will only be released to agencies and/or persons whom you choose in writing.
- You may refuse to sign this exchange form.
- You must be informed of the contents of this document in language you clearly understand.
- Information to be exchanged includes medical and health, developmental, speech and language, educational, hearing/vision and/or psychological.
- A copy of your parental rights which includes information regarding services which may be offered to the child and/or the family as part of the Early Start services, is attached.

I request coordination of Early Start services and agree to the exchange of information among the agencies checked below and the persons who represent them.

☐ Tri-Counties Regional Center (TCRC)

☐ Family Resource Center

☐ Local Education Agency/Vendor

☐ Primary Care Physician, Clinic please specify

☐ County Health Department including Public Health Nursing and California Children's Services (CCS)

☐ Hospital _____

☐ Other _____

I understand that I may limit what information is exchanged. List any limitations: _____

I acknowledge that I have received a copy of the Parents' Rights & Responsibilities Regarding Evaluation and Assessment in the Early Start Program under IDEA.

Parent/Guardian

Date

Parent/Guardian

Date



Rainbow Connection Referral Form

Attachment F

DATE _____

- ☐ I would like to talk to another parent.
Me gustaría recibir una llamada de otro padre o madre.
- ☐ Please email me information on trainings and activities for families.
Por favor envíe por correo electrónico información sobre entrenamientos y actividades para familias.
Email address/Correo electrónico _____
- ☐ Other _____
Otro _____
- ☐ I have been given information on Rainbow, I do not wish for a call at this time.
Yo tengo información de Rainbow. En este momento no deseo una llamada.

Child's Name: _____
Nombre del niño/a

Diagnosis: _____ D.O.B: _____ Age: _____ Sex: M ☐ F ☐
(If known) Diagnóstico (si lo sabe): fecha de nacimiento edad Sexo:

Parent's Name: _____
Nombre del padre o madre:

Address: _____
Domicilio: _____
Zip: _____

Family Language is: _____
Idioma de la familia:

Daytime Phone: _____ Evening Phone: _____
Numero de teléfono de día: de Noche:

Parent Signature: _____
Firma del padre:

Service Coordinator: _____
Nombre del coordinador de servicios:

(Mail to: Rainbow 2401 E. Gonzales Road #100 Oxnard, CA 93036 or fax 278-9056)

ASSESSMENT

ASSESSMENT

The assessment process must be multidisciplinary, and both agencies should collaborate together to assess potential dually served infants. The parents must give consent to assessment using the Parent Consent form (Attachment E). The assessment may be completed in conjunction with the Early Start Intake Interview Worksheet.

The school district ECSE may include as part of their multidisciplinary team a school nurse, psychologist, speech therapist, vision or hearing specialist. Additional assessments may be conducted by specialized staff as recommended by the ECSE. Proof that a multidisciplinary team was used is demonstrated by:

- Signatures on Summary of Assessment report
- A separate report submitted by a team member(s)
- Names listed on Family Approval page of the IFSP

Assessments must be completed within the 45-day timeline, and an IFSP meeting held.

The Assessment report will include:

- Family/Child Information
- Background Medical Information
- Assessment Purpose and Location
- Assessment Information – Indicate assessment tools used. Also include a statement regarding validity and cultural appropriateness of assessment tool(s) and if the infant/ toddler's response is a reliable predictor of his/ her development.
- Assessment results – must address these areas:
 - Gross Motor Skills
 - Perceptual/ Fine Motor Skills
 - Cognitive Development
 - Communication Development (Receptive and Expressive)
 - Adaptive/ Self-help Development
 - Social/ Emotional Development
- Summary
- Recommendations (including statement of eligibility)

When choosing an assessment tool consider the following:

- Use of a normed or standardized tool
- Assessment procedures that are not racially or culturally discriminatory
- Tool(s) that are considered to be valid for the suspected disability of the child

Use the form "Summary of Assessment/ Present Levels of Development" (Attachment G) or the Assessment Report Template (Attachment H).

Ventura County Early Start Program*Programa de Servicios de Intervención del Condado de Ventura***Individualized Family Service Plan (IFSP)***PLAN INDIVIDUALIZADO DE SERVICIOS FAMILIAR (IFSP)***SUMMARY OF ASSESSMENT/PRESENT LEVELS OF DEVELOPMENT***RESUMEN DE EVALUACION/NIVELES DE RENDIMIENTO ACTUALES*

For Initial and Annual IFSPs, this form must be completed and attached to the IFSP.

If a separate report form is used, it must address all elements below.

CHILD'S NAME/NOMBRE: _____	DOB/FDN: _____
Address/Domicilio: _____	Chronological Age/Edad Cronológico: _____
Phone/Teléfono: _____	Adjusted Age/Edad ajustada: _____
Date of Assessment(s)/Fecha de evaluación(es): _____	

Assessment Purpose & Location: _____

Assessments used/Evaluaciones utilizadas: _____

Assessor initials/iniciales del evaluador: _____

_____ Evaluation procedures were selected so as not to be racially or culturally discriminatory. *(Los procedimientos de evaluación fueron seleccionados a fin de no ser racial o culturalmente discriminatorios.)*

_____ The assessment tools used are considered to be valid for the suspected disability of this child. *(Los instrumentos de evaluación utilizados se consideran válidos para la discapacidad que se sospecha de este niño.)*

_____ Assessment results appear to be reliable indicators of child's developmental abilities (or) *Los resultados de la evaluación parecen ser indicadores fiables de las capacidades de desarrollo del niño (o)*

_____ Although test reliability may have been affected to an unknown degree due to _____, the results are as reliable as possible. *Aunque la fiabilidad de la prueba puede haber sido afectado a un grado desconocido debido a _____, los resultados son tan fiables como sea posible.*

HEALTH/SALUD:

Health Status/Salud _____ Vision/Visión _____ Hearing/Audiencia _____

GROSS MOTOR/MOTORA *(large movement/movimiento amplio):***PERCEPTUAL/FINE MOTOR/PERCEPTUAL/MOTRIZ FINA** *(small movement/movimiento chico):***COGNITIVE DEVELOPMENT/DESARROLLO COGNITIVO** *(how child responds to environment, solves problems/como el niño responde al ambiente, resuelve problemas):***COMMUNICATION DEVELOPMENT/DESARROLLO DE LA COMUNICACION** *(language and speech/habla y lenguaje)*Receptive/Receptivo *(understanding Comprensión):*Expressive/Expresiva *(making sounds/haciendo sonidos, talking/hablando):***SOCIAL/EMOTIONAL DEVELOPMENT/DESARROLLO SOCIAL/EMOCIONAL** *(how child relates to others/cómo el niño se relaciona con otros):***ADAPTIVE/SELF-HELP DEVELOPMENT/ADAPTACION/DESARROLLO DE AUTO-AYUDA** *(sleeping, eating, dressing, toileting/durmiendo, comiendo, vestirse, ir al baño):***ADDITIONAL COMMENTS/COMENTARIOS ADICIONALES:**

Assessor/Asesor: _____	Assessor/Asesor: _____
Title/Título: _____	Title/Título: _____
Agency/Agencia: _____	Agency/Agencia: _____

ASSESSMENT REPORT TEMPLATE

Ventura County Early Start Program

Attachment H

Child's Name:
Birthdate:
Chronological Age:
Assessor:

Date of Report:
Date of Assessment:
Parent Name:
UCI Number:

Background/Medical Information

Assessment Purpose and Location

Assessment Information

Assessment Results

Gross Motor: *Refers to large body movements, balance, and coordination. Coordinate motor tasks build the foundation for exploration and learning, and are crucial to the ability to vocalize and speak.*

Perceptual/Fine Motor: *Refers to small body movements, and ability to manipulate items in the environment.*

Cognitive Development: *Refers to the hierarchy of the child's typical level of play to include attention and exploration, functional understanding of objects, awareness of routines and sequences.*

Communication Development: *Refers to responses and understanding demonstrated by a child to directions and requests that involve actions such as pointing, facial expression, tone of voice and words.*

Adaptive/Self Help: *Refers to the ability to initiate and perform age appropriate tasks moving to independence. This includes maintaining attention and the ability to determine what to attend to and what to screen out, eating patterns, sleeping patterns, self motivation and personal responsibility.*

Social/Emotional Development: *Refers to the ability to form attachment and interact with adults and peers, expression of feelings, affect self-concept, coping and awareness of social role.*

Summary

Recommendations

Staff contributing to this report

Early Childhood Special Educator

_____ Name	_____ Phone Number	_____ Email Address
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School Psychologist

_____ Name	_____ Phone Number	_____ Email Address
---------------	-----------------------	------------------------

Occupational Therapist

_____ Name	_____ Phone Number	_____ Email Address
---------------	-----------------------	------------------------

Physical Therapist

_____ Name	_____ Phone Number	_____ Email Address
---------------	-----------------------	------------------------

Speech Language Pathologist

_____ Name	_____ Phone Number	_____ Email Address
---------------	-----------------------	------------------------

Deaf/Hard of Hearing Specialist

_____ Name	_____ Phone Number	_____ Email Address
---------------	-----------------------	------------------------

Teacher of Students with Visual Impairments

_____ Name	_____ Phone Number	_____ Email Address
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Teacher of Students with Orthopedic Impairments

_____ Name	_____ Phone Number	_____ Email Address
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ELIGIBILITY

ELIGIBILITY

Eligibility for Solely Low Incidence (SLI):

1) Meets CCR Title 5 Section 3030 disability for Hearing Impairment, Deaf/ Blind, Visual Impairment or Orthopedic Impairment:

- Hearing Impairment- A pupil has a hearing impairment, whether permanent or fluctuating, which impairs the processing of linguistic information through hearing, even with amplification, and which adversely affects educational performance. Processing linguistic information includes speech and language reception and speech and language discrimination.
- Deaf/Blind- A pupil has concomitant hearing and visual impairments, the combination of which causes severe communication, developmental, and educational problems.
- Visual Impairment- A pupil has a visual impairment which, even with correction, adversely affects a pupil's educational performance.
- Orthopedic Impairment- A pupil has a severe orthopedic impairment which adversely affects the pupil's educational performance. Such orthopedic impairments include impairments caused by congenital anomaly, impairments caused by disease, and impairments from other causes.

– and –

2) Is identified as requiring intensive special education and services by meeting one of the following CCR Title 5 Section 3031 criteria:

(A) The child has a developmental delay as determined by a significant difference between the expected level of development for their age and their current level of functioning in one or more of the following five developmental areas:

1. cognitive development;
2. physical and motor development, including vision and hearing;
3. communication development;
4. social or emotional development; or
5. adaptive development.

A significant difference is defined as a 33 percent delay in one developmental area before 24 months of age, or, at 24 months of age or older, either a delay of 50 percent in one developmental area or a 33 percent delay in two or more developmental areas

- or -

(B) The child has a disabling medical condition or congenital syndrome which the IFSP team determines has a high predictability of requiring intensive special education and services.

Eligibility for dually served:

Children served by both schools and TCRC must meet eligibility criteria for both agencies.

Infants and toddlers are eligible for Early Start services through TCRC if they have:

1. Established risk conditions
2. Developmental delay. The eligibility criteria for deciding if an infant or toddler has a developmental delay are as follows:
 - 0-23 months, a 33% delay in one or more areas
 - 24-36 months, a 50% delay in one area or 33% in two or more areas

The areas of delay are:

- Cognitive development
- Physical and motor development
- Communication development
- Social or emotional development
- Adaptive development.

Eligibility for TCRC services will be determined by TCRC once the assessment report has been reviewed by their team.

Children who are eligible for Early Start services through TCRC may be dually served with the school district program if they also meet school district eligibility criteria:

1. Meet CCR Title 5 Section 3030 eligibility for any one of the following:
 - Hearing Impairment
 - Deaf
 - Deaf/ Blind
 - Orthopedic Impairment
 - Visual Impairment
 - Speech & Language Impairment
 - Autism
 - Mental Retardation
 - Emotional Disturbance
 - Other Health Impairment
 - Multiple Handicaps
 - Traumatic Brain Injury

See **Statement of Eligibility for Early Start** form and sample (Attachment I).

See attached "pocket guide"

Ventura County Early Start Program

STATEMENT OF ELIGIBILITY FOR EARLY START

Name _____ DOB _____ UCI _____

REGIONAL CENTER

ELIGIBLE under California Early Intervention Services Act

Reasons (mark and describe)

☐ Developmental delay:

- ☐ Motor
☐ Social/Emotional

- ☐ Communication
☐ Cognitive

☐ Adaptive/Self Help

☐ Established risk:

Dx _____

ICD-9 Codes _____

_____ Service Coordinator	_____ Date	_____ Branch Manager or Designee	_____ Date
_____ Physician	_____ Date	_____ Psychologist	_____ Date

NOT ELIGIBLE

Reasons (describe): _____

_____ Service Coordinator	_____ Date	_____ Branch Manager or Designee	_____ Date
_____ Physician	_____ Date	_____ Psychologist	_____ Date

SCHOOLS

ELIGIBLE under California Code of Regulations, Title 5, Sections 3030 and/or 3031

Reasons (describe): _____

_____ Service Coordinator	_____ Date	_____ Administrator or Designee	_____ Date
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NOT ELIGIBLE

Reasons (describe): _____

_____ Service Coordinator	_____ Date	_____ Administrator or Designee	_____ Date
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SAMPLE - Only complete for SLI students.**Ventura County Early Start Program
STATEMENT OF ELIGIBILITY FOR EARLY START**Name Infant Baby DOB 5/19/09 UCI _____**REGIONAL CENTER****ELIGIBLE under California Early Intervention Services Act****Reasons** (mark and describe)☐ Developmental delay:☐ Motor☐ Social/Emotional☐ Communication☐ Cognitive☐ Adaptive/Self Help☐ Established risk:

Dx _____

ICD-9 Codes _____

_____	_____	_____	_____
Service Coordinator	Date	Branch Manager or Designee	Date
_____	_____	_____	_____
Physician	Date	Psychologist	Date

NOT ELIGIBLE

Reasons (describe): _____

_____	_____	_____	_____
Service Coordinator	Date	Branch Manager or Designee	Date
_____	_____	_____	_____
Physician	Date	Psychologist	Date

SCHOOLS**ELIGIBLE under California Code of Regulations, Title 5, Sections 3030 and/or 3031**Reasons (describe): Check Handy Pocket Guide, for example: Infant Baby is eligible as a child with an orthopedic impairment and at risk for developmental delay.

_____	_____	_____	_____
Service Coordinator	Date	Administrator or Designee	Date

NOT ELIGIBLE

Reasons (describe): _____

<u>Sign Here</u>	_____	_____	_____
Service Coordinator	Date	Administrator or Designee	Date

Ventura County SELPA
EARLY START ELIGIBILITY
“Handy Pocket Guide”

- 1) Title 5 3030 disability:
HI, VI, SLI, SLP, Autism, MR, ED, D/B, OHI,
SOI
– and –
- 2) Requires Special Education and services
by meeting **one** of the following:
 - a. Significant delay in:
 - cognitive development;
 - physical and motor development,
including vision and hearing;
 - communication development;
 - social or emotional development; or
 - adaptive development.
 Significant delay is defined as:
 - Under 24 months: 33 percent delay
in one developmental area
 - Over 24 months: either a 50 percent
in one developmental area or a 33
percent delay in two or more
developmental areas
 – or –
 - b. A disabling medical condition or
congenital syndrome which the IFSP
team determines has a high predictability
of requiring intensive special education
services.

Ventura County SELPA
EARLY START ELIGIBILITY
“Handy Pocket Guide”

- 1) Title 5 3030 disability:
HI, VI, SLI, SLP, Autism, MR, ED, D/B,
OHI, SOI
– and –
- 2) Requires Special Education and services
by meeting **one** of the following:
 - a. Significant delay in:
 - cognitive development;
 - physical and motor development,
including vision and hearing;
 - communication development;
 - social or emotional development; or
 - adaptive development.
 Significant delay is defined as:
 - Under 24 months: 33 percent delay
in one developmental area
 - Over 24 months: either a 50 percent
in one developmental area or a 33
percent delay in two or more
developmental areas
 – or –
 - b. A disabling medical condition or
congenital syndrome which the IFSP
team determines has a high predictability
of requiring intensive special education
services.

Ventura County SELPA
EARLY START ELIGIBILITY
“Handy Pocket Guide”

- 1) Title 5 3030 disability:
HI, VI, SLI, SLP, Autism, MR, ED, D/B, OHI,
SOI
– and –
- 2) Requires Special Education and services
by meeting **one** of the following:
 - a. Significant delay in:
 - cognitive development;
 - physical and motor development,
including vision and hearing;
 - communication development;
 - social or emotional development; or
 - adaptive development.
 Significant delay is defined as:
 - Under 24 months: 33 percent delay
in one developmental area
 - Over 24 months: either a 50 percent
in one developmental area or a 33
percent delay in two or more
developmental areas
 – or –
 - b. A disabling medical condition or
congenital syndrome which the IFSP
team determines has a high predictability
of requiring intensive special education
services.

Ventura County SELPA
EARLY START ELIGIBILITY
“Handy Pocket Guide”

- 1) Title 5 3030 disability:
HI, VI, SLI, SLP, Autism, MR, ED, D/B, OHI,
SOI
– and –
- 2) Requires Special Education and services
by meeting **one** of the following:
 - a. Significant delay in:
 - cognitive development;
 - physical and motor development,
including vision and hearing;
 - communication development;
 - social or emotional development; or
 - adaptive development.
 Significant delay is defined as:
 - Under 24 months: 33 percent delay
in one developmental area
 - Over 24 months: either a 50 percent
in one developmental area or a 33
percent delay in two or more
developmental areas
 – or –
 - b. A disabling medical condition or
congenital syndrome which the IFSP
team determines has a high predictability
of requiring intensive special education
services.

VENTURA COUNTY SELPA
EARLY START PROGRAM
SOLELY LOW INCIDENCE ELIGIBILITY CHECKLIST
FOR CHILDREN WITH ORTHOPEDIC IMPAIRMENT

☐ Does the child have a severe orthopedic impairment which adversely affects performance, including impairments caused by congenital anomaly, impairments caused by disease, and impairments from other causes? (Does not require a medical diagnosis.) [CCR 3030(e)]. ***If so, child may qualify if other conditions are met.***

☐ Is there another Early Start eligible condition such as cognitive impairment, speech-language delay, prenatal substance exposure, prematurity, failure to thrive, etc? ***If so, child may not qualify as solely low incidence.***

☐ Does the child present with delays in his development?

If yes, note areas & percent delay:

☐ Cognitive _____

☐ Physical & Motor (including vision & hearing) _____

☐ Communication _____

☐ Social or Emotional _____

☐ Adaptive _____

Child must present with at least a 33%delay (under 24 mos.) in one area or 33% delay in 2 areas or 50% delay in one area (over 24 mos.) in order to qualify under low incidence/orthopedic impairment.

☐ Do the delays appear to be directly attributed to the orthopedic impairment? If yes, ***child would qualify for low incidence/orthopedic impairment.*** Are delays part of a separate condition or impairment? ***Child would NOT qualify for solely low incidence and would need to be Re-DARTed.***

Provide rationale:

☐ Describe how the delays require special education services. [CCR 3030-first paragraph]. ***If not, child would not be eligible.***

After the initial evaluation, you may contact the physical or occupational therapist for a consultation and/or assessment in order to assist the team in deciding whether or not the child is eligible for the Early Start program as a child with a solely low incidence eligibility - orthopedic impairment.

INDIVIDUALIZED FAMILY SERVICE PLAN

INDIVIDUALIZED FAMILY SERVICE PLAN

The Individualized Family Service Plan (IFSP) is a legal document developed by the family, Service Coordinator, and service providers to initiate and facilitate requested services to the infant/ toddler and family. This paperwork will be reviewed every six months or at family request. Each review must include a new Summary of Services page.

The IFSP must include:

- Name of Service Coordinator. Person responsible for facilitating implementation and coordination of the IFSP.
- Early Intervention services. Statement of the frequency, amount, location, and method of delivering the services.
- Agency responsible for providing each service.
- Dates. Initiation of services, duration of services, anticipated review date. Use M/D/Y format.
- Justification if services will not be provided in the natural environment. The “natural environment” is defined as the environment the family and child would be accessing if the child did not have a disability, including the home and community locations which typically developing children may access. Examples of rationales for providing services in more specialized settings only accessed by children with disabilities and their families include “access to specialized professionals,” “access to specialized equipment not available in the home,” “parent does not want services in the home.”
- Family strengths, priorities, concerns and resources related to enhancing the development of their infant (only with family permission).
- Present levels of development including hearing, vision, health, gross or fine motor, cognitive, communication, social skills, and self-help skills. There must be evidence of input from all service providers, by participation or report.
- Outcomes: Major outcomes for the family and/or infant related to the special developmental needs of the infant. Outcomes must be measureable and stated in the parent’s terms. Consider the infant’s pre-literacy and language skills when writing outcomes. There must be an Outcomes and Services page for each service listed on Summary of Service page of the IFSP.
- Criteria, procedures, and timelines used to determine the degree of progress the child or family has made, and if changes are necessary.
- If the IFSP is a review, a statement of progress toward outcomes, in parent’s words.
- Transition. Steps to be taken towards transition to appropriate services when infant is three years old. Transition may begin as early as 2 years 3 months.

For solely low incidence children, the school district ECSE is responsible for the IFSP. For dually served children, the school district ECSE completes a developmental assessment which includes present levels of development and participates in the development of the appropriate measureable outcomes. Ideally, the paperwork is completed when the Service Coordinator, parents, and school district ECSE are all together.

The school district ECSE will receive a copy of all paperwork generated by Regional Center, including Statement of Eligibility and Rainbow Referral. Parents receive a copy of "*Parent's Rights*" (in booklet or single page form) at the initial and annual IFSP (Attachment K). ECSE will document that parent has received a legible copy of the IFSP and it has been fully explained. See Checklist for Student File (Attachment L)

The school district ECSE will forward a copy of each completed IFSP to the child's school district of residence. The ECSE will also forward information to the district CASEMIS clerk for each Solely Low Incidence and Dually served child. This information is collected by the California Department of Education for pupil count and funding purposes in December and June each year.

See IFSP forms attached:

- Summary of Early Intervention Services and sample
- Strengths, Priorities and Concerns and sample
- Outcomes & Services and sample
- Family Approval and sample
- IFSP Semi-Annual Review and sample

PARENTS' RIGHTS AND RESPONSIBILITIES IN THE EARLY START PROGRAM UNDER IDEA

EVALUATION AND ASSESSMENT

The determination of eligibility for Early Start in California includes a timely, comprehensive, multidisciplinary evaluation and assessment of every child under three years of age who is suspected to be in need of early intervention services. If no parent or guardian is available or the child is a ward of the court, a knowledgeable surrogate parent who has no conflicting interest will be appointed by a regional center or LEA, under Title 17, Section 52175. Procedural safeguards ensure that families are provided their rights under the law.

As a parent, you have the right to:

1. be fully informed of your rights under Early Start;
2. refer your child for evaluation and assessment, provide information throughout the process, make decisions, and give informed consent for your child's early intervention services;
3. understand and provide voluntary written permission or refusal before the initial evaluation and assessments are administered; Consent for evaluation and assessment is required only at the time of initial evaluation and assessment to receive services. (If consent is refused, the regional center or LEA may take steps to obtain an initial evaluation without parental consent.);
4. participate in the initial evaluation and assessment process including eligibility determination;
5. receive a completed initial evaluation and assessment within 45 days after the referral of your child to a regional center or an LEA;
6. participate in a meeting to share the results of evaluations and assessments; and
7. participate in all decisions regarding eligibility and services.

THE INDIVIDUALS WITH DISABILITIES EDUCATION ACT (IDEA) REQUIRES THAT:

1. Evaluation and assessment materials are administered in the language of the parents' choice or other mode of communication, unless it is clearly not feasible to do so.
2. Evaluation and assessment procedures and materials are selected and administered so as not to be racially or culturally discriminatory.
3. Evaluation and assessment materials are appropriate to assess the specific areas of developmental need and are used for the specific purposes for which they were designed.
4. Evaluations and assessments are conducted by qualified personnel.
5. Evaluations and assessments administered to children with known vision, hearing, orthopedic, or communication impairments are selected to accurately reflect the child's developmental level.
6. Evaluations and assessments are administered in the five developmental areas, which include physical development (motor abilities, vision, hearing, and health status); communication development; cognitive development; adaptive development; and social or emotional development. Assessments and evaluations are ongoing while your child is in Early Start.
7. Evaluations and assessments shall be conducted in natural environments whenever possible.
8. Pertinent records relating to your child's health status and medical history are reviewed.
9. No single procedure is used as the sole criterion for determining your child's eligibility for early intervention services.
10. Interviews to identify family resources, priorities, and concerns regarding the development of your child and your family's needs are voluntary.

INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

An Individualized Family Service Plan (IFSP) is a written plan for providing early intervention services to an eligible child and the child's family. For an infant or toddler who has been evaluated for the first time, a meeting must take place within 45 days of the referral to the regional center or LEA to share the results of the evaluation, to determine eligibility, and, for children who are eligible, to develop the initial IFSP. Evaluation results and determination of eligibility may be shared with families prior to the first IFSP meeting.

A periodic review of your child's IFSP must take place at least every six months. A review may occur more frequently if there are any changes to the IFSP or if you request a periodic review with the regional center or LEA. The IFSP must also be reviewed annually to evaluate how your child is doing and to make any needed changes to the IFSP.

During the development and implementation of an IFSP, you have the right as the parent to:

1. attend the IFSP meetings and participate in developing the IFSP;
2. invite other family members to attend IFSP meetings;
3. invite an advocate or persons other than family members to attend and participate in the IFSP meetings;
4. have a copy of the complete IFSP;
5. have the contents of the IFSP fully explained in the language of your choice;
6. give consent to services listed on the IFSP. If you do not give consent to a service, it will not be provided. You may withdraw consent after initially accepting or receiving a service;
7. have services provided in the natural environment or an explanation of why that is not possible;
8. exchange information about your child among other agencies;
9. be notified in writing before any agency or service provider proposes or refuses to initiate or change your child's identification, evaluation, assessment, placement, or the provision of appropriate early intervention services to your child or your family. The notice must contain:
 - the action that is proposed or refused,
 - reasons for the action, and
 - all available procedural safeguards.

The notice must be presented in the language of your choice, unless it is clearly not feasible to do so, and may be translated so that you understand its contents; and

10. voluntarily use private insurance to pay for evaluation, assessment, and required early intervention services on the IFSP.

MEDIATION CONFERENCES, DUE PROCESS HEARINGS, AND STATE COMPLAINTS

In Early Start, parents have rights and protections to assure that early intervention services are provided to their children in a manner appropriate to their needs, in consideration of family concerns, and in compliance with applicable federal and State statutes and regulations. The following procedures are only for children under the age of three years.

As a parent, you have the right to:

1. request a due process hearing any time a regional center or LEA proposes or refuses to initiate or change the identification, evaluation, assessment, placement, and/or provision of appropriate early intervention service(s);
2. be informed of your right to file a complaint or a request for mediation and/or due process;
3. file a complaint if you believe there has been a violation of any federal or state statute or regulation governing early intervention services under Early Start including eligibility and services;
4. request a mediation conference immediately, prior to a complaint or due process hearing request, or at any time during the complaint/due process hearing processes to resolve a dispute related to any matter concerning federal or state statute or regulation governing early intervention services under Early Start; and
5. file a complaint if a due process decision fails to be implemented.

Mediation Conference

Mediation is a voluntary, non-binding, confidential process in which a neutral mediator facilitates settlement negotiations between you and another party. Voluntary mediation conferences are an informal way to resolve disagreements with early intervention service agencies or to address alleged violations of any state and federal statutes or regulations.

As a parent you have the right to:

1. file a request for mediation as the initial option for resolving a dispute or any time during the due process hearing or complaint process,
2. request a due process hearing or file a state complaint if the disagreement is not resolved,
3. refuse to participate in mediation.
4. have an impartial person facilitate the mediation conference,
5. require that the mediation conference is carried out at a time and in a location that is reasonably convenient for you,
6. have all personally identifiable information maintained in a confidential manner, and
7. receive a written document outlining the agreements reached as a result of the mediation conference.

Requests for mediation are filed with the:

Office of Administrative Hearings
 Attention: Early Start Intervention Section
 2349 Gateway Oaks Drive, Suite 200
 Sacramento, CA 95833
 (916) 263-0654 Fax: (916) 376-6318

Due Process Hearings

All parents are encouraged to resolve differences at the lowest administrative level possible. When differences between you and a regional center or LEA cannot be resolved, due process hearings are available. You, as a parent, are encouraged to seek assistance from your child's service coordinator, the regional center, or the Special Education Local Plan Area (SELPA) office.

Circumstances leading to a due process hearing may be disagreements related to a proposal or refusal for identification, evaluation, assessment, placement, or services.

Your child will continue to receive the early intervention services identified on the IFSP that he/she is currently receiving unless you and the regional center or LEA otherwise agree to a change. If your disagreement involves a new service that has not started, your child will receive all services identified on the IFSP that are not in dispute. This does not include your regional center providing early intervention services after your child has reached 36 months of age, as federal law and regulations do not allow states to pay for early intervention services under any circumstances once your child transitions from Early Start. The program or programs your child enrolls in subsequent to transition from Early Start is responsible for providing you and your child services for which he or she is eligible to receive.

Requests for a due process hearing are filed at the following address:

Office of Administrative Hearings
 Attention: Early Start Intervention Section
 2349 Gateway Oaks Drive, Suite 200
 Sacramento, CA 95833
 (916) 263-0654 Fax: (916) 376-6318

**The due process hearing request form may be obtained from your service coordinator, the regional center, the LEA, and the Department of Developmental Services (DDS) website:*
www.dds.ca.gov/Forms/pdf/DS1802.pdf

The due process hearing must be completed within 30 days of receipt of the request by the Office of Administrative Hearings. The timely issuance of the written decision may not be delayed by any concurrent voluntary local efforts to resolve the matter. The decision will be final unless appealed.

As a parent, you have the right to:

1. have the due process hearing conducted by an impartial person, not employed by an agency serving your child, who is knowledgeable in the laws relating to early intervention and the service needs of infants, toddlers, and families;
2. require that the proceeding is carried out at a time and in a location that is reasonably convenient for you;
3. have all personally identifiable information maintained in a confidential manner;
4. bring a civil action against the other party following completion of the proceeding if you disagree with the results;
5. receive services identified on the IFSP that are not in dispute; and
6. have mediation discussions kept confidential and not used as evidence in any subsequent due process or civil proceedings.

During a due process hearing, you also have the right to:

1. be accompanied and advised by counsel and/or by individuals with special knowledge with respect to early intervention services for children under age three years;
2. present evidence, confront, cross-examine, and compel the attendance of witnesses;
3. prohibit the introduction of any evidence at the proceeding that has not been disclosed to you at least five days before the proceeding begins;
4. obtain a written or electronic verbatim transcription of the proceeding; and
5. obtain written findings of facts and decisions within 30 days from the date the request is filed.

State Complaints

Any individual or organization may file a signed, written complaint against the DDS, the California Department of Education (CDE), or any regional center, LEA, or private service provider that receives Part C funds alleging violation of any state or federal early intervention statute or regulation. However, even though DDS is mandated to investigate any complaint it receives, state law does not allow disclosure of the Early Start recipient's personally identifiable information without written parental consent, other than authorized employees specified by the regional center or LEA.

Information or assistance in filing complaints is available from your child's service coordinator, the regional center office, or the SELPA. DDS and CDE are available for consultation regarding the filing of a complaint. Additional assistance is available from advocacy organizations such as the State Council on Developmental Disabilities or Disabilities Rights California.

Complaints are filed directly with the:
 Department of Developmental Services
 Office of Human Rights and Advocacy Services
 Attention: Early Start Complaint Unit
 1600 9th Street, MS 2-15
 Sacramento, CA 95814
 (916) 654-1888 Fax: (916) 651-8210

Any individual or organization who files a complaint has the right to:

1. receive assistance in filing the complaint from a service coordinator, regional center, and/or LEA;
2. not be compelled to use any other procedures under the Education Code or the Lanterman Developmental Disabilities Services Act to resolve the complaint;
3. submit additional information to DDS that may be helpful to the investigation;
4. receive a final written decision within 60 days of the date DDS receives the complaint;
5. receive appropriate remedies that may include monetary reimbursement or other corrective action, and assurance that services will be provided appropriately in the future if the decision of DDS includes remedies for denial of appropriate services;
6. have any issue in a complaint that is not part of a due process hearing be resolved by DDS within 60 days of the receipt of the complaint;
7. be notified by DDS that the hearing decision is binding if an issue is being raised in a complaint that had previously been decided in a due process hearing involving the same parties; and
8. have any complaint resolved that alleges the failure of a public agency or private service provider to implement a due process decision.

The complaint must:

1. be in writing and contain a signed statement alleging that DDS, CDE, the regional center, LEA, or other service provider involved with Early Start has violated a federal or state law or regulation;
2. provide the name, address, and phone number of the complainant;
3. contain a statement of facts upon which the violation is based;
4. include the name of the party against whom the complaint is being filed;
5. have occurred not more than one year before the date the complaint is received by DDS unless a longer period is reasonable because the alleged violation continues for the child or other children, or

6. have occurred not more than three years before the date on which the complaint is received by DDS if the complainant is requesting reimbursement or corrective action as remediation of the complaint;
7. the complaint may also include, if applicable, a description of the voluntary steps pursued at the local level to resolve the complaint; and
8. be withdrawn if the Complainant elects to participate in mediation within the 60 day complaint investigation.

CHECKLIST FOR STUDENT FILE

Student Name:

45 Day Timeline End Date:

1. DART

_____ Response by 5:00pm next business day to TCRC

Comments:

2. INTAKE

_____ Schedule meeting with TCRC if Dual. Date: _____

_____ Give Parent Rights

_____ Give information on CCS and Hearing Conservation, if applicable

_____ Give information to family about Rainbow Referral (or receive copy from TCRC)

Comments:

3. ASSESSMENT/REPORT

_____ Report sent/faxed/emailed to TCRC, if Dual. Date: _____

Comments:

4. IFSP

_____ IFSP scheduled Date: _____

_____ Take to IFSP:

- All About Me binder
- Enrollment Packet
- Assessment Report
- School calendar
- IFSP paperwork (if SLI)

Comments:

5. OFFICE

_____ Complete CASEMIS page and give to CASEMIS clerk in district

_____ Send IFSP and report to District of Residence, if applicable

_____ Copy of IFSP, Assessment Report and school calendar mailed/emailed/faxed/given to parents

_____ If any contracts needed, send paperwork to SELPA

_____ Send initial and transition IFSP to Hearing Conservation.

Comments:

Ventura County Early Start Program
Programa de Servicios de Intervención Temprana del Condado de Ventura

INDIVIDUALIZED FAMILY SERVICE PLAN
PLAN INDIVIDUALIZADO DE SERVICIOS FAMILIAR

IDENTIFYING INFORMATION (INFORMACION)

Child's name / Nombre _____ Male _____ Female _____
First (primer) Middle (segundo) Last (apellido) (masculino) (femenino)

SS# _____ Birth date (fecha de nacimiento) _____

Home language (Idioma usado en casa) _____ Interpreter needed? (¿Necesita interprete?) ☐ yes (sí) ☐ no

Translated IFSP needed? (¿Necesita traducción del plan?) ☐ yes (sí) ☐ no Language (idioma) _____

Parent/Guardian (padre/tutor) _____

Street address (dirección) _____

Mailing address (domicilio) _____

Home phone (teléfono) _____ Work phone _____ Message phone _____
(de casa) (del trabajo) (para mensajes)

IFSP TYPE: (tipo de plan)

- ☐ Initial (inicial) ☐ Transition Planning (planeamiento de transición)
☐ Annual IFSP (plan anual) ☐ Periodic Review (revisión periódica)
☐ Semi-Annual ☐ Final

This IFSP meeting (esta reunión) _____

Projected review (revisión) _____

[6 months or before] (6 meses o antes)

Projected annual review _____
(revisión anual proyectada)

Service Coordinator _____ Agency _____ Case Number _____
(cordinador/a de servicios) (agencia) (número de caso)

Summary of early intervention services (RS=required service; NRS=Non required service; O=Other services)

Resumen de los servicios de intervención temprana (RS=servicios requeridos, NRS=servicios no requeridos, O=otros servicios)

Service or Activity [Designate type of service] (servicio o actividad-designar un tipo)	Frequency & Amount Intensity (frecuencia y cantidad- Intensidad)	Individual or group (individuo o grupo)	Agency and/or Provider (agencia y/o proveedor)	Start/end Dates (fechas de comienzo/ fin)	Location * (localidad)	Funding source (origen de financiamiento)

*Justification if not in natural environment (Justifique el porqué de no en un ambiente natural) _____

SAMPLE-

Ventura County Early Start Program

Programa de Servicios de Intervención Temprana del Condado de Ventura

INDIVIDUALIZED FAMILY SERVICE PLAN

PLAN INDIVIDUALIZADO DE SERVICIOS FAMILIAR

IDENTIFYING INFORMATION (INFORMACION)

Child's name / Nombre Infant Baby Male X Female _____
 First (primer) Middle (segundo) Last (apellido) (masculino) (femenino)

SS# _____ Birth date (fecha de nacimiento) 5/19/08

Home language (Idioma usado en casa) English Interpreter needed? (¿Necesita interprete?) ☐ yes (sí) ☒ no

Translated IFSP needed? (¿Necesita traducción del plan?) ☐ yes (sí) ☒ no Language (idioma) _____

Parent/Guardian (padre/tutor) Mom and Dad Baby

Street address (dirección) 1234 Main St. Camarillo, CA 93012

Mailing address (domicilio) Same as above

Home phone (teléfono) 805-555-1212 Work phone _____ Message phone _____

(de casa)

(del trabajo)

(para mensajes)

IFSP TYPE: (tipo de plan) Check appropriate box

(Use MM/DD/YY)

☐ Initial (inicial)☐ Transition Planning (planeamiento de transición)This IFSP meeting (esta reunión) 5-19-10☐ Annual IFSP (plan anual)☐ Periodic Review (revisión periódica)Projected review (revisión) 11-19-10☐ Semi-Annual☐ Final

[6 months or before] (6 meses o antes)

Projected annual review 5-19-11

(revisión anual proyectada)

Service Coordinator Your Name Agency Your school district Case Number _____

(cordinador/a de servicios)

(agencia)

(número de caso)

Summary of early intervention services (RS=required service; NRS=Non required service; O=Other services)

Resumen de los servicios de intervención temprana (RS=servicios requeridos, NRS=servicios no requeridos, O=otros servicios)

Service or Activity [Designate type of service] (servicio o actividad-designar un tipo)	Frequency & Amount Intensity (frecuencia y cantidad- Intensidad)	Individual or group (individuo o grupo)	Agency and/or Provider (agencia y/o proveedor)	Start/End Dates (fechas de comienzo/ fin) (M/D/YY)	Location * (localidad)	Funding source (origen de financiamiento)
<i>Service Coordination</i>	<i>Ongoing</i>	<i>?</i>	<i>Your school district</i>	<i>5-19-10 – 11-19-10</i>	<i>Phone/ Home/ Group</i>	<i>Your school district</i>
<i>Specialized instruction</i>	<i>30 min. 1x a week</i>	<i>?</i>	<i>Your school district</i>	<i>5-19-10 – 11-19-10</i>	<i>Home</i>	<i>Your school district</i>
<i>Family, Counseling, and home visits</i>	<i>30 min. 1x a week</i>	<i>?</i>	<i>Your school district</i>	<i>5-19-10 – 11-19-10</i>	<i>Home</i>	<i>Your school district</i>
<i>Infant/ Toddler playgroup</i>	<i>Your program time</i>	<i>G</i>	<i>Your school district</i>	<i>5-19-10 – 11-19-10</i>	<i>School Site</i>	<i>Your school district</i>
<i>Include any referrals made (CCS, Rainbow, Hearing Conservation)</i>	<i>One time only</i>	<i>?</i>	<i>Your school district</i>	<i>5-19-10 – 5-19-10</i>	<i>Home</i>	<i>Your school district</i>

*Justification if not in natural environment (Justifique el porqué de no en un ambiente natural) Access to specialized equipment not available in the home OR
parents do not want services in the home.

Ventura County Early Start Program
Programa de Servicios de Intervención Temprana del Condado de Ventura

INDIVIDUALIZED FAMILY SERVICE PLAN
PLAN INDIVIDUALIZADO DE SERVICIOS FAMILIAR

Child's Name: (Nombre) _____

TO HELP IN ASSESSING YOUR CHILD'S NEEDS

(Para ayudar a evaluar las necesidades de su niño/a)

(voluntary on part of family)

(voluntario por parte de la familia)

What are your child's **strengths**? (*¿Cuales son las **fortalezas** de su niño/a?*) (What does he/she do best?) (*¿Que es lo que hace su niño/a mejor?*)

What are your **concerns** and **priorities** about your child's health and/or development?

*(Cuales son sus **preocupaciones** y **prioridades** sobre la salud y/o el desarrollo de su niño/a?)*

Please list family **resources** (example: community, insurance, friends & family help, transportation, church, child care) (*Por favor liste los recursos familiares (por ejemplo: comunidad, seguro, ayuda de amistades y familiares, transportación, iglesia, guardería)*)

What other things would you like to discuss? (*Otra cosa que quiera discutir*)

Ventura County Early Start Program
Programa de Servicios de Intervención Temprana del Condado de Ventura
INDIVIDUALIZED FAMILY SERVICE PLAN
PLAN INDIVIDUALIZADO DE SERVICIOS FAMILIAR

OUTCOMES AND SERVICES
RESULTADOS Y SERVICIOS

Child's Name (<i>nombre</i>): _____	Date of Birth (<i>fecha de nacimiento</i>): _____
---------------------------------------	---

IFSP Type and date (*tipo de plan y fecha*):

- ☐ Initial (*inicial*) _____ ☐ Semi-Annual (*semi-anual*) _____ ☐ Annual (*anual*) _____
- ☐ Transition Planning (*plan de transición*) _____ ☐ Other/Periodic (*otro/enmienda*) _____

Note: Use as many copies of this page as necessary to complete all outcomes.

MAJOR OUTCOMES (in parents' words) / Resultados Mayores (con las palabras de los padres)

ACTION PLAN / METHOD (Criteria, procedures, and time lines to determine progress) / Plan de acción/método (criterio, procedimiento y límite de tiempo para determinar el progreso)

<p>Date (<i>fecha</i>): _____</p> <p>(update in parents' words): (<i>revisela con las palabras de los padres</i>)</p>	<p>Date (<i>fecha</i>): _____</p> <p>(update in parents' words): (<i>revisela con las palabras de los padres</i>)</p>
--	--

Parent signature or initial (*firma del padre ó inicial*)

Parent signature or initial (*Firma del padre ó /inicial*)

SAMPLE-

Ventura County Early Start Program

Programa de Servicios de Intervención Temprana del Condado de Ventura

INDIVIDUALIZED FAMILY SERVICE PLAN

PLAN INDIVIDUALIZADO DE SERVICIOS FAMILIAR

OUTCOMES AND SERVICES

RESULTADOS Y SERVICIOS

Child's Name (nombre): Infant Baby Date of Birth (fecha de nacimiento): 5/19/08

IFSP Type and date (tipo de plan y fecha): Check appropriate box and fill in meeting date (M/D/YY)

- ☐ Initial (inicial) _____ ☐ Semi-Annual (semi-anual) _____ ☐ Annual (anual) _____
☐ Transition Planning (plan de transición) _____ ☐ Other/Periodic (otro/enmienda) _____

Note: Use as many copies of this page as necessary to complete all outcomes.

MAJOR OUTCOMES (in parents' words) / Resultados Mayores (con las palabras de los padres)

We want Infant to play like his friends.

ACTION PLAN / METHOD (Criteria, procedures, and time lines to determine progress) / Plan de acción/método (criterio, procedimiento y límite de tiempo para determinar el progreso)

Infant Baby and family will receive home visits, one time per week to address the following outcomes:

Infant Baby will:

- *Cooperatively play ball games with peers*
- *Engage in finger plays and nursery rhymes*
- *Propel self forward on tricycle or ride-on-toy*

Progress determined by parent/teacher/ therapist observation(s) by 11/19/10.

Date (fecha): _____

(update in parents' words):

(revisela con las palabras de los padres)

When reporting progress at each semi and annual review, copy each previous 'Outcomes and Services' page and complete this section using the parent's words. Have parent sign or initial below. Attach copies to new IFSP.

Date (fecha): _____

(update in parents' words):

(revisela con las palabras de los padres)

Parent signature or initial (firma del padre ó inicial)

Parent signature or initial (Firma del padre ó /inicial)

Ventura County Early Start Program

Programa de Servicios de Intervención Temprana del Condado de Ventura

INDIVIDUALIZED FAMILY SERVICE PLAN

PLAN INDIVIDUALIZADO DE SERVICIOS FAMILIAR

Child's Name (Nombre) _____ Birth date (Fecha de nacimiento) _____

MEDICAL SERVICES (servicios médicos):

Assistive technology has been considered for this child (Ayuda tecnológica ha sido considerada para este niño/a):

FAMILY SERVICES (servicios familiares):

OTHER IFSP PARTICIPANTS (otros participantes del plan):

The following individuals/agencies participated in the development of the IFSP either by attending the meeting or giving input and agree to carry out the plan as it applies to their role in the provision of entitled Early Intervention Services. (Los siguientes individuos/agencias participaron en el desarrollo de este plan ya sea asistiendo a las juntas o proveendo información y acuerdan de llevar a cabo el plan como se aplica a sus cargos escrito en el suministro de servicios autorizados de intervención temprana)

Name/ Title (nombre/título)	Agency/ Phone (agencia/teléfono)	Date (fecha)
_____	_____	_____
_____	_____	_____
_____	_____	_____

Person providing input by telephone or writing: _____
(persona dando información por teléfono ó por escrito)

IFSP FAMILY APPROVAL (aprobación de la familia)

_____ I had the opportunity to help develop this Individualized Family Service Plan (IFSP) of _____ (total) pages.
(Tuve la oportunidad de ayudar con el desarrollo de este plan de _____ páginas.)

_____ I have received a copy of my rights under the Early Start program at this meeting.
(He recibido una copia de mis derechos en esta junta.)

_____ I understand my rights, the plan, and give permission of the service providers listed to carry out the plan with me, leading toward the agreed upon outcomes.
(Entiendo mis derechos, el plan y doy permiso a los proveedores de servicios mencionados para desempeñar el plan conmigo, llegando a los resultados de común acuerdo.)

_____ A copy of the program calendar has been provided which shows breaks in service for holidays or vacations.
(He recibido una copia del calendario mostrando las fechas de descanso referente a los días festivos y vacaciones.)

Parent/ Guardian Signature (firma del padre/tutor)

Date (fecha)

Parent/ Guardian Signature (firma del padre/tutor)

Date (fecha)

SAMPLE-

Ventura County Early Start Program

Programa de Servicios de Intervención Temprana del Condado de Ventura

INDIVIDUALIZED FAMILY SERVICE PLAN

PLAN INDIVIDUALIZADO DE SERVICIOS FAMILIAR

Child's Name (Nombre) Infant Baby Birth date (Fecha de nacimiento) 5-19-08

MEDICAL SERVICES (servicios médicos):

Child's doctor, insurance provider, etc.

Assistive technology has been considered for this child (Ayuda tecnológica ha sido considerada para este niño/a):

Write N/A -or- if applicable include.

FAMILY SERVICES (servicios familiares):

WIC, church, extended family, etc.

OTHER IFSP PARTICIPANTS (otros participantes del plan):

The following individuals/agencies participated in the development of the IFSP either by attending the meeting or giving input and agree to carry out the plan as it applies to their role in the provision of entitled Early Intervention Services. (Los siguientes individuos/agencias participaron en el desarrollo de este plan ya sea asistiendo a las juntas o proveendo información y acuerdan de llevar a cabo el plan como se aplica a sus cargos escrito en el suministro de servicios autorizados de intervención temprana)

Include names of each service provider.

Name/ Title (nombre/título)	Agency/ Phone (agencia/teléfono)	Date (fecha)
<u>Parent(s)</u>		<u>5/19/10</u>
<u>Your Name/ SC/ ECSE</u>	<u>Your school district and phone</u>	<u>5/19/10</u>

Person providing input by telephone or writing: _____
(persona dando información por teléfono ó por escrito)

IFSP FAMILY APPROVAL (aprobación de la familia) Have parent initial individual statements below.

_____ I had the opportunity to help develop this Individualized Family Service Plan (IFSP) of _____ (total) pages.
(Tuve la oportunidad de ayudar con el desarrollo de este plan de _____ páginas.)

_____ I have received a copy of my rights under the Early Start program at this meeting.
(He recibido una copia de mis derechos en esta junta.)

_____ I understand my rights, the plan, and give permission of the service providers listed to carry out the plan with me, leading toward the agreed upon outcomes.
(Entiendo mis derechos, el plan y doy permiso a los proveedores de servicios mencionados para desempeñar el plan conmigo, llegando a los resultados de común acuerdo.)

_____ A copy of the program calendar has been provided which shows breaks in service for holidays or vacations.
(He recibido una copia del calendario mostrando las fechas de descanso referente a los días festivos y vacaciones.)

Parent/ Guardian Signature (firma del padre/tutor)

Date (fecha)

Parent/ Guardian Signature (firma del padre/tutor)

Date (fecha)

Programa de Servicios de Intervención Temprana del Condado de Ventura

INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

PLAN INDIVIDUALIZADO DE SERVICIOS FAMILIAR (IFSP)

IFSP SEMI ANNUAL/ANNUAL REVIEW

IFSP REPASO SEMI ANNUAL/ANUAL

Name/Nombre _____ Date/Fecha _____

FAMILY UPDATE or ADDITIONAL INFORMATION/ACTUALIZACION DE LA FAMILIA o INFORMACION ADICIONAL:

(including current resources, priorities and concerns/*incluyendo recursos actuales, prioridades y preocupaciones*)

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

SAMPLE-

Ventura County Early Start Program

Programa de Servicios de Intervención Temprana del Condado de Ventura

INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

PLAN INDIVIDUALIZADO DE SERVICIOS FAMILIAR (IFSP)

IFSP SEMI ANNUAL/ANNUAL REVIEW

IFSP REPASO SEMI ANNUAL/ANUAL

Name/Nombre Infant Baby Date/Fecha 5-19-10

FAMILY UPDATE or ADDITIONAL INFORMATION/ACTUALIZACION DE LA FAMILIA o INFORMACION ADICIONAL:

(including current resources, priorities and concerns/*incluyendo recursos actuales, prioridades y preocupaciones*)

Use this page at a review to update current family information, including but not limited to, medical, hearing and vision information.

[illegible]

Ventura County Early Start Program
Programa de Servicios de Intervención del Condado de Ventura
INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)
PLAN INDIVIDUALIZADO DE SERVICIOS FAMILIAR (IFSP)

CHANGES OR ADDITIONS

CAMBIOS O ADICIONES

Amends IFSP of: _____

Cambios o adiciones enmienda del IFSP de

IFSP TYPE: (TIPO DE PLAN)

- ☐ Periodic Review (*Revisión periódica*)
☐ Information Change (*Cambio de información*)
☐ Parent Request (*Petición del padre*)
☐ Other (*Otro*): _____

STATUS: (SITUACIÓN)

- ☐ Continue IFSP (*Continuar con el IFSP*)
☐ Modify IFSP (*Modificar IFSP*)
☐ End IFSP (*Terminar IFSP*)

This IFSP meeting (*Esta reunión*) (date): _____

Projected Review: 6 months or before _____

(*Revisión proyectada: 6 meses o menos*)

Annual (*Anual*) _____

Projected IFSP Exit (*Término proyectado del IFSP*) _____

Translated IFSP needed? (*¿Necesita traducción del plan?*) ☐ yes/ *sí* ☐ no

Language (*Idioma*) _____

Service Coordinator (*Coordinador/a de servicios*) _____ Agency (*Agencia*) _____ Phone (*Teléfono*) _____

Child Social Security Number (*Número de seguro del niño/a*) _____ Child Case Number, if applicable (*Número de caso del niño/a, si aplica*) _____

IDENTIFYING INFORMATION (DATOS DE IDENTIDAD)

Child's name (*Nombre*) _____

First (*primer*)

Middle (*segundo*)

Last (*apellido*)

Birth date (*Fecha de nacimiento*) _____ Age (*Edad*) _____ Gender (*género*) _____

Home Language (*Idioma usado en casa*) _____ Interpreter needed? (*¿Necesita intérprete?*) ☐ yes (*sí*) ☐ no

Parent/Guardian (*Padre/tutor*) _____

Street address (*Dirección*) _____

Mailing address (*Domicilio*) _____

Home phone (*Teléfono*) _____ Work phone (*del trabajo*) _____ Message phone (*para mensajes*) _____

CHILD STATUS CHANGE (Cambio de la Situación del Niño/a)

(*check those that apply*) (*marque los que correspondan*)

- (check areas revised, added, or deleted and attach new pages)

(*indique las áreas modificadas, añadidas, tachadas y adjunte las páginas nuevas*)

- ☐ Identifying Information (*Record changes above*) (*Información de identidad (registre cambios de arriba)*)
☐ Summary of Services (*Resumen de servicios*)
☐ Family Concerns, Priorities, Resources (*Preocupaciones familiar, prioridades, recursos*)
☐ Assessment, Present Levels of Performance (*Medical, niveles actuales de desarrollo*)
☐ Outcomes and Services (*Resultados y servicios*)
☐ Other, specify (*Otro, especifique*) _____

- ☐ No longer eligible (*Ya no es elegible*)
☐ Moved out of county to (*Se mudó fuera del condado hacia*): _____
☐ Agency withdrawal (*Retiro de la agencia*)
☐ Parent withdrawal (*Retiro por parte del padre*)
☐ Whereabouts unknown (*Paradero desconocido*)
☐ Transition to (*Transición a*): _____
☐ Other, specify (*Otro, especifique*) _____

Comments (*Comentarios*): _____

MODIFIED BY (to include parent): Modificado por (incluir a un padre):

Name/Title <i>Nombre / título</i>	Signature/or Other Verification of Authorization <i>Firma / otra forma de verificación</i>	Agency <i>Agencia</i>	Phone <i>Teléfono</i>	Date <i>Fecha</i>
--------------------------------------	---	--------------------------	--------------------------	----------------------

Name-Parent(s) <i>Nombre-padre(s)</i>	Signature/or Other Verification of Authorization <i>Firma / otra forma de verificación</i>	Phone <i>Teléfono</i>	Date <i>Fecha</i>
--	---	--------------------------	----------------------

CC: _____

SUBMISSION OF DATA

SUBMISSION OF DATA

After the IFSP is complete, the ECSE must submit required data to the school district office for mandated reporting to the California Special Education Management Information System (CASEMIS). Use the attached form.

If the child has transferred in from another SELPA and/or district in California he/she will already have an SSID (State Student Identification) number. Otherwise, your district will assign a new number.

CASEMIS information should be forwarded to the district CASEMIS staff person within one week of completing the IFSP.

If any CASEMIS data changes (ie, level of service, primary disability) a CASEMIS Data Update form must be submitted as soon as possible. This is important data for both compliance and fiscal accountability purposes.



VENTURA COUNTY SELPA EARLY START PROGRAM – CASEMIS DATA INPUT FORM

Student Name		Home phone
Address		Cell phone
City	Zip	
Father (First, Last)	Employer	Phone
Mother (First, Last)	Employer	Phone

LEA Identification

SELPA From _____
(children transferring in with active IFSPs from outside of SELPA only)

District Attending _____ will default to your District when you start record

District of Residence _____

School Type _____ No school (0-5 only) – 00

School Attending _____
Marina West Saticoy EIC Justin ELA University Preschool
Oxnard Ventura Simi Conejo

Program Information

Infant Referral Date _____
(date of Early Start Inquiry)

Infant Referral by _____ Parent - 10 Teacher-20 Other-90 _____

Infant Parental Consent Date _____
(date of Parent Consent signed)

Infant Initial Evaluation Date _____
(date of Initial IFSP meeting)

Early Intervention _____ will be No for all districts

Plan Type _____ IFSP – 10 Not eligible – 90 Eligible, no IFSP– 80

Student Demographics

First Name _____

Middle Name _____

Last Name _____

SSID _____
(for students transferring in from out of SELPA)

Birthdate _____
mm / dd / yyyy

Gender _____ Male Female

Federal Ethnicity

Hispanic

Not Hispanic

Race (number from 1 up to 4 on list below)

_____ 100 Native American
_____ 201 Chinese
_____ 202 Japanese.
_____ 203 Korean
_____ 204 Vietnamese
_____ 205 Asian Indian
_____ 206 Laotian
_____ 207 Cambodian
_____ 208 Hmong

_____ 299 Other Asian
_____ 301 Hawaiian
_____ 302 Guamanian
_____ 303 Samoan
_____ 304 Tahitian
_____ 399 Other Pacific Islander
_____ 400 Filipino
_____ 600 African-American
_____ 700 White

EL Type

EO

EL (if Primary Language other than English)

Primary Language
(from Early Start Inquiry)

Special Education

Migrant

Yes

No

Residential Status

Parent-10
Hospital-40

LCI-20
Other-90

Foster Family-30

Entry Date (date of Initial IFSP)

Last IEP Date (date of last IFSP)

Last Evaluation Date

(date of last IFSP mtg. when Eligibility form was determined)

Disability (put 1 for primary, 2 for secondary)

_____ 200 None (for secondary only)
_____ 210 Intellectual Disability (ID)
_____ 220 Hard of Hearing (HH)
_____ 230 Deafness (DEAF)
_____ 240 Speech or Language Impairment
(SLI)
_____ 250 Visual Impairment (VI)
_____ 260 Emotional Disturbance (ED)
_____ 270 Orthopedic Impairment (OI)

_____ 280 Other Health Impairment (OHI)
_____ 281 Established Medical Disability (EMD) (3 and 4 year olds
only)
_____ 290 Specific Learning Disability (SLD)
_____ 300 Deaf-Blindness (DB)
_____ 310 Multiple Disability (MD)
_____ 320 Autism (AUT)
_____ 330 Traumatic Brain Injury (TBI)

Solely Low Incidence Disability

Yes

No

Infant Setting

DIS-21

RSP-22

SDC- 23

Federal Infant Setting (circle one only)

Home-100

Community Setting-200
(daycare)

Other Setting-900
(playgroup)

Percent of Time in Regular Ed Programs

Leave blank (for ages 3 to 22 only)

Grade

Infant – 16

Special Transportation (to Early Start services)

Yes

No

Parent Input

Yes

Participation Fields

“Not to participate” for all areas

Student Services Data

Service	Provider	Location	Frequency	Minutes	Start Date	End Date

See Chart on next page for options

Options/Combinations for Infant Toddler Services

Service	Provider	Location	Frequency	Minutes	Start Date	End Date
(0-2 only) Family training, counseling, and home visits - 210	District of Service Other public program	Home instruction based on IEP Team determination (not medical) - 210	Weekly Monthly Yearly			
(0-2 only) Medical services (for evaluation only) - 220	Regional Center CCS SELPA	Service Provider location – 890 Home - 210	Weekly Monthly Yearly			
(0-2 only) Nutrition services - 230	SELPA Regional Center	Home - 210	Weekly Monthly Yearly			
(0-2 only) Service coordination - 240	District of Service Regional Center	Home - 210	Weekly Monthly Yearly			
(0-2 only) Special instruction - 250	District of Service Other public program	Home – 210 Service Provider location – 900	Weekly Monthly Yearly			
(0-2 only) Respite care services - 270	SELPA Regional Center	Home – 210 Service Provider location – 890 Any other location or setting - 900	Weekly Monthly Yearly			
Various related services as needed (see below)	District of Service SELPA Regional Center		Weekly Monthly Yearly			

Speech and Language – 415
 Occupational therapy – 450
 Physical therapy – 460
 Health & Nursing - other services – 436
 Specialized services for low incidence disabilities – 610
 Specialized deaf and hard of hearing services – 710
 Audiological services – 720
 Specialized vision services - 725



VENTURA COUNTY SELPA EARLY START PROGRAM – CASEMIS DATA UPDATE FORM

Enter student's name and DOB for all students. Enter other information only if changed.

Student Name	DOB	Home phone
Address	City	Cell phone
Zip		
Father (First, Last)	Employer	Phone
Mother (First, Last)	Employer	Phone

LEA Identification

District Attending _____

District of Residence _____

School Attending Marina West Saticoy EIC Justin ELA University Preschool
Oxnard Ventura Simi Conejo

Student ID # (if known) _____

Program Information

Plan Type IFSP – 10 Not eligible – 90 Eligible, no IFSP– 80

Special Education

Migrant Yes No

Residential Status Parent-10 LCI-20 Foster Family-30
Hospital-40 Other-90 _____

Last IEP Date (date of last IFSP) _____

Last Evaluation Date _____
(date of last IFSP mtg. when Eligibility form was determined)

Disability (put 1 for primary, 2 for secondary)

- | | | | |
|-----------|-------------------------------------|-----------|--|
| _____ 200 | None (for secondary only) | _____ 280 | Other Health Impairment (OHI) |
| _____ 210 | Intellectual Disability (ID) | _____ 281 | Established Medical Disability (EMD) (3 and 4 year olds only) |
| _____ 220 | Hard of Hearing (HH) | _____ 290 | Specific Learning Disability (SLD) |
| _____ 230 | Deafness (DEAF) | _____ 300 | Deaf-Blindness (DB) |
| _____ 240 | Speech or Language Impairment (SLI) | _____ 310 | Multiple Disability (MD) |
| _____ 250 | Visual Impairment (VI) | _____ 320 | Autism (AUT) |
| _____ 260 | Emotional Disturbance (ED) | _____ 330 | Traumatic Brain Injury (TBI) |
| _____ 270 | Orthopedic Impairment (OI) | | |

Solely Low Incidence Disability Yes No

Infant Setting DIS-21 RSP-22 SDC- 23

Federal Infant Setting (circle one only)

Home-100

Community Setting-200
(daycare)

Other Setting-900
(playgroup)

Special Transportation (to Early Start services) Yes

No

Student Services Data

Service	Provider	Location	Frequency	Minutes	Start Date	End Date

See Chart on next page for options

Options/Combinations for Infant Toddler Services

Service	Provider	Location	Frequency	Minutes	Start Date	End Date
(0-2 only) Family training, counseling, and home visits - 210	District of Service Other public program	Home instruction based on IEP Team determination (not medical) - 210	Weekly Monthly Yearly			
(0-2 only) Medical services (for evaluation only) - 220	Regional Center CCS SELPA	Service Provider location – 890 Home - 210	Weekly Monthly Yearly			
(0-2 only) Nutrition services - 230	SELPA Regional Center	Home - 210	Weekly Monthly Yearly			
(0-2 only) Service coordination - 240	District of Service Regional Center	Home - 210	Weekly Monthly Yearly			
(0-2 only) Special instruction - 250	District of Service Other public program	Home – 210 Service Provider location – 900	Weekly Monthly Yearly			
(0-2 only) Respite care services - 270	SELPA Regional Center	Home – 210 Service Provider location – 890 Any other location or setting - 900	Weekly Monthly Yearly			
Various related services as needed (see below)	District of Service SELPA Regional Center		Weekly Monthly Yearly			

Speech and Language – 415
 Occupational therapy – 450
 Physical therapy – 460
 Health & Nursing - other services – 436
 Specialized services for low incidence disabilities – 610
 Specialized deaf and hard of hearing services – 710
 Audiological services – 720
 Specialized vision services - 725

TRANSITION

TRANSITION

One of the major responsibilities of the Early Start Program is the transition from the Infant/Toddler Program to services at age three. In addition to assistance with referral to public school special education services, Early Start Service Coordinators may provide resources for community recreation, day care, and other programs. The following tools are utilized:

➤ **Transition Meeting**

When the child is between age 2 years 3 months and 2 years 9 months, the school district ECSE convenes a meeting which must include the child's parent or guardian and a representative from the child's district of residence if agreed upon by parent. Any direct service providers and agencies serving the family may be invited, based on the parents' preference. Please see the attached SELPA list of Part B Preschool contacts for district contacts in each district. If the child is dually served, TCRC Service Coordinator takes the lead in coordinating the meeting.

➤ **Transition Plan Form**

During the Transition Meeting (which should also serve as a semi-annual review), the Transition Plan form is completed (see attached). The participants agree to complete their tasks towards the child's successful transition from Early Start. The school district of residence will collaborate with the Early Start team to coordinate the timing of the referral, which must be made no later than 2 years 9 months. The Early Start Service Coordinator will make the referral at the agreed upon time to include most recent IFSP and all assessment reports. (See attached Referral Cover sheet and checklist). S/he will also assist the family in the transition process, including completing and returning required paperwork and attendance at appointments. (See attached Transition timeline.)

➤ **"What's Next After Early Start?" booklet**

This booklet is available for all ECSEs to share information about transition with families. It is ideal to leave it in the home and then discuss it at periodic intervals. It is available in English and Spanish. Call the SELPA for free copies.

➤ **Transition Timelines and Options**

If the parents wish a referral to be made for assessment for special education, the ECSE will forward to the district, on the agreed upon date:

- Referral Cover Sheet
- Most recent IFSP
- Progress Reports
- Most recent assessments
- Parent Consent

This is known as a "Standard" referral.

If the parents do not want a referral to be made, the ECSE will forward to the district the Referral Cover Sheet only. This is known as a "Notification Only" referral.

For children found ES eligible within 90 days of child's 3rd birthday, a representative from the school district of residence will be invited to the initial IFSP meeting. The initial IFSP meeting will include the Transition Plan. The referral will be made immediately. This is known as an "Intake Referral".

For children from whom the Initial Inquiry is received between 60-46 days prior to the 3rd birthday, an Intake Referral will be made immediately after the ES Intake Interview is completed. The school district may choose to begin the assessment process immediately.

Ventura County EARLY START PROGRAM TRANSITION PLAN

This form is used to facilitate discussion of each child's unique needs and to review options for services that may be necessary and appropriate when the child turns age three. (Esta forma es utilizada para facilitar información acerca de las necesidades individuales de cada niño/a y para discutir opciones de servicios que sean necesarias y apropiadas cuando el hijo/a cumpla tres años de edad).

Date/Fecha _____		DOB/FDN: _____		UCI #: _____		SSN#: _____	
Child's Name/Nombre del hijo/a: _____				<input type="checkbox"/> Male/Masculino		<input type="checkbox"/> Female/Femenino	
Address/Domicilio: _____							
Phone/Numero telefónico: _____				Alternate phone/Numero alterno: _____			
Parent/Guardian/Surrogate/Padres/Guardián/Padre de crianza: _____							
Home Language/Idioma de la familia: _____				School District/Distrito Escolar: _____			
Service Coordinator/Agency/Coordinador de Servicios/Agencia: _____				Phone/teléfono: _____			
Transition booklet provided/Folleto de transición proveído: <input type="checkbox"/> Yes <input type="checkbox"/> No Date of Initial IFSP/Fecha del plan inicial: _____							
<input type="checkbox"/> Parent declined school district attendance at transition IFSP/Padre rechazo la asistencia del distrito escolar durante la reunión de transición.							

1. Summary of child's progress/Resumen del progreso del hijo/a: _____

2. Areas of concern related to your child's development/Las áreas de procuración con respecto al desarrollo su hijo/a: _____

3. Special health care needs (medications, equipment, vision and hearing)/necesidades medicas (medicamentos, equipo medico, visión y audición): _____

4. What are your plans to continue supporting your child's development after the Early Start program ends?
¿Cuales son sus planes para continuar apoyando el desarrollo de su niño/a después de que el programa del Comienzo Temprano termine?

5. Program options described/discussed: eg: community programs, public school, etc./Opciones de programas descritas/discutidas, por ejemplo: programas de la comunidad, escuelas publicas, etc. :

Does family want a referral for consideration for special education eligibility at age 3?/¿La familia quiere una referencia para considerar elegibilidad de servicios especiales a la edad de 3 años?

☐ Yes Si Complete box (See #6)/Complete la caja (vea #6)

☐ No No Family was notified that Regional Center is obligated under 34 CFR 303.209(b) to provide identifying information only to the school district no later than 90 days prior to child's 3rd. birthday/La familia fue notificada que el Centro Regional esta obligado bajo el reglamento 34 CFR 303.209(b) a proveer información de identificación solo al distrito escolar a mas tardar 90 días antes del 3er cumpleaños de su hijo/a.

6. Based on the areas of concern described in question #2, what are the potential areas of assessment for school district to consider?/Basado en las áreas de preocupación descritas en la pregunta #2, ¿cuales son las posibles áreas de evaluar para que el distrito escolar considere?

School District/distrito escolar _____ Contact person/persona a quien contactar: _____

Phone/teléfono: _____ Email address/correo electrónico: _____

☐ Referral to school district made today/Referencia al distrito escolar hecha hoy día: _____

☐ Referral to be sent to school district no later than/Referencia al distrito escolar se enviara a mas tardar: _____

Individualized Education Program (IEP) team meeting to review assessment results and discuss special education eligibility to be held by (no later than 3rd birthday/La reunión del plan individualizado de educación (IEP) para repasar los resultados de la/s evaluación/es y discutir la elegibilidad para el programa de educación especial se realizara (a más tardar el 3er cumpleaños): _____

Anticipated times when family/child may not be available/Tiempo anticipado cuando la familia/o el niño/a no estarán disponibles: _____

Additional follow-up steps/Medidas de seguimiento adicionales: _____

7. Does the family want assessment for Regional Center eligibility at age 3? / ¿La familia quiere una evaluación de elegibilidad por medio del Centro Regional a los tres años de edad? ☐ Yes ☐ No

Potential Areas of assessment/Áreas potenciales a evaluar: _____

Who will contact parent/Quien contactara al padre: _____ Phone/telefono: _____ By When/Para cuando: _____

Individual Program Plan (IPP) meeting to be held by/Reunión del Plan Individualizado de Educación (IEP): _____

Additional follow-up steps/ Medidas de seguimiento adicionales: _____

8. **Agreement to proceed, please initial/Acuerdo para proceder, por favor ponga sus iniciales:**

_____ I have participated in developing this IFSP Transition Plan/Yo he participado en el desarrollo de este Plan de Transición.

_____ I agree with the steps outlined in this plan/Estoy de acuerdo con los pasos descritos en este plan.

_____ I give my permission for the individuals and agencies indicated to carry out the plan with me/Doy mi permiso al personal y agencias indicadas para que sigan adelante con este plan conmigo.

_____ I give permission for the schools and Regional Center to share pertinent Early Start records, including assessments that are needed to consider school district eligibility as age 3/Doy permiso a las escuelas y al Centro Regional para que compartan información y evaluaciones que sean necesarias para determinar la elegibilidad de mi niño/a a la edad de 3 años.

_____ I understand that if I do not give permission, Regional Center is obligated under 34 CFR 303.209(b) to provide identifying information only to the school district no later than 90 days prior to my child's 3rd. birthday/Entiendo que si yo no autorizo, el Centro Regional esta obligado bajo el reglamento 34 CFR 303.209(b) a proveer información de identificación solo al distrito escolar a mas tardar 90 días antes del 3er cumpleaños de su hijo/a.

9. **Signed/Firma:**

Parent/Guardian/Surrogate Parent/Padre/Guadian/Padre de crianza: _____ Date/Fecha: _____

Regional Center Service Coordinator/Coordinador de Centro Regional: _____ Date/Fecha: _____

School District Representative/Representante del Distrito Escolar: _____ Date/Fecha: _____

☐ Present ☐ Participated via telephone

Participant/Participante: _____ Title/Agency/Titulo/Agencia: _____

Family would like a referral to Rainbow Connection Family Resource Center/La familia gustaría una referencia al Centro de Conexión de Recursos Familiares: ☐ Yes ☐ No

PLEASE INDICATE TYPE OF REFERRAL:

☐ **Standard Referral** ☐ **Notification only referral**

Attach:

* IFSP

* Progress notes

* Current assessments

* Transition plan

Attach:

* This cover sheet only

SAMPLE-

Ventura County Early Start Program

Programa de Servicios de Intervención Temprana del Condado de Ventura

TRANSITION PLAN

PLAN DE TRANSICION

This form is used to facilitate discussion of each child's unique needs and to review options for services that may be necessary and appropriate when the child turns age three. *Esta forma es utilizada para facilitar información acerca de las necesidades individuales de cada niño y para discutir opciones de servicios que sean necesarias y apropiadas cuando el niño(a) cumpla tres años de edad.*

Date/Fecha: <u>1/24/10</u>	DOB/FDN: <u>5-19-08</u>	UCI #: _____	SSN#: _____
Child's Name/Nombre del Niño: <u>Infant Baby</u>		<input checked="" type="checkbox"/> Male/Masculino <input type="checkbox"/> Female/Femenino	
Address/Domicilio: <u>1234 Main St. Camarillo, CA 93012</u>			
Parent/Guardian/Surrogate/Padres/Guardian/Padre de Crianza: <u>Mom and Dad Baby</u>			
Home Phone/Telefono del hogar: <u>805-555-1212</u>		Work Phone/Telefono de trabajo: _____	
Home Language/Lenguaje de la familia: <u>English</u>		School District/Distrito Escolar: <u>Your school district</u>	
Service Coordinator/Agency/Coordinadora de Servicios: <u>Your name</u>		Phone/Telefono: <u>Your phone number</u>	
Transition booklet provided/Folleto de transición proveído: <input checked="" type="checkbox"/> Yes/Si <input type="checkbox"/> No/No Date of Initial IFSP/Fecha de IFS Inicial _____			
Give "What's Next After Early Start"			
<input type="checkbox"/> Parent declined school district attendance/Padre rechazo la asistencia del distrito escolar			

1. Current Early Start services, including provider/Servicios de Comienzo Temprano actuales, incluyendo el proveedor: List current services and providers.
2. Child's strengths/Fortalezas del niño: List the child's strengths using parent input.
3. Areas of concern related to transition and where skills are needed (home, community, daycare/preschool)/Áreas de preocupación relacionadas con la transición y habilidades necesarias (hogar, comunidad, guardería, preescolar):
List the concerns that the parent may have.
4. Family's plans for age three services/activities/Planes familiares para servicios/actividades de tres años. Address any anticipated gaps in service (summer vacation, family trips)/Identifique cualquier intervalo anticipado en servicios (vacaciones de verano, viajes familiares): List child's activities such as preschool plans, community plans (such as Park and Recreation, NFL, other activities). List any anticipated gaps if school is not in session when child is turning 3 or mention if family will be unavailable.
5. Special health care needs (medications, equipment, vision and hearing)/Necesidades medicas (medicamentos, equipo medico, vision y audición): Hearing/ vision results. List any medications. Discuss general health. Address any equipment that may be used.
6. Program options discussed/Opciones de programas discutidas: Any programs that are discussed at this meeting may be listed here.
7. Eligibility for age three services (Elegibilidad para servicios después de los tres años):
Does the family want assessment for public school special education eligibility at age 3? ☐ Yes ☐ No
(¿La familia quiere evaluación por medio de la escuela pública para elegibilidad de servicios especiales?) ☐ Si ☐ No
School District of Residence (Distrito escolar en su área residencial): District in which child resides.
Select one:
☐ Referral to district made today (Referencia al distrito hecha hoy)
☐ Referral to be sent to district no later than: Fill in if applicable (Referencia debe ser enviada al distrito antes de)

Potential Areas of Assessment (Áreas potenciales para evaluar): example: "Speech/Language", "Cognitive", "Motor"

School District Contact Person (Contacto del distrito escolar): Name of Contact

Phone (Teléfono): Contact's phone number Email (Correo electrónico): Email of contact person

Individualized Education Program (IEP) team meeting to be held by: Child's third birthday.

(La reunión del Plan Individualizado de Educación (IEP) será)

If parent wants the service coordinator to attend, please complete.

☐ Please invite my Early Start Service Coordinator to the IEP meeting. (Por favor de invitar a mi coordinadora de servicios a la junta del IEP)

Service Coordinator's Email (Correo electrónico de mi coordinadora): _____

Additional follow-up steps (if any. i.e. other data to be gathered, immunization records, medical records, appointments, etc.)

Adicionales medidas de seguimiento (si algo. e.j. otra información que tiene que ser documentada, registro de vacunas, expediente medico, citas, etc.): _____

i.e. Need 2 forms of proof of residence (such as utility bills), Copy of birth certificate, etc.

If applicable, please complete.

Does the family want assessment for Regional Center eligibility at age 3? ☐ Yes ☐ No

(¿La familia quiere evaluación para elegibilidad de servicios por el Centro Regional después de los 3 años? ☐ Si ☐ No)

Areas of Assessment (Áreas de evaluación): _____

Who will contact parent (Quién se pondrá en contacto con los padres): _____

Phone (Teléfono): _____ By When (Antes de): _____

Individual Program Plan (IPP) meeting to be held by (La reunión del Plan Individualizado del Programa (IPP) será): _____

Additional follow-up steps (if any. i.e. other data to be gathered, immunization records, medical records, appointments, etc.)

Adicionales medidas de seguimiento (si algo. e.j. otra información que tiene que ser documentada, registro de vacunas, expediente medico, citas, etc.): _____

8. Referral to Multidisciplinary, Multiagency Team Assessment (MMTA) ☐ Yes ☐ No **Discuss with SC,**
(Referencia al Equipo Multidisciplinario, Evaluación por Varias Agencias (MMTA) ☐ Si ☐ No **if appropriate.**

9. General notes (Notas generales): _____

10. Agreement to proceed (Acuerdo para proceder): **Parent to complete this section.**

- ☐ I have participated in developing this Transition Plan (He participado en el desarrollo de este Plan de Transición)
☐ I agree with the steps outlined in this plan (Estoy de acuerdo con los pasos descritos en este plan)
☐ I give my permission for the individuals and agencies indicated to carry out the plan with me (Doy mi permiso al personal y agencias indicadas para que sigan adelante con este plan conmigo.)
☐ I give permission for the schools and Regional Center to share information and assessments that are needed to determine eligibility of my child at age 3 (Doy permiso al las escuelas y al Centro Regional para que compartan información y evaluaciones que sean necesarias para determinar la elegibilidad de mi niño/a a la edad de 3 años.)

11. Signed (Firma):

Parent/Guardian/Surrogate Parent(s) _____ Date (Fecha) _____
(Padres/Guardian, Padres de Crianza)

Regional Center Service Coordinator (Coordinadora de Servicios del Centro Regional): _____

School District Representative (Representante del Distrito Escolar): _____

Title/Agency (Título/Agencia): _____

☐ Present (Presente) ☐ Participated via telephone (Participo por teléfono)

Participant (Participante): _____ Title/Agency (Título/Agencia): _____

Family would like a referral to Rainbow Connection Family Resource Center
(La familia gustaría una referencia al Centro de Conexión de Recursos Familiares)

☐ Yes (Si) ☐ No
Check appropriate box.

VENTURA COUNTY EARLY START PROGRAM

Referral from Early Start Program to School District for Special Education Assessment

From: Regional Center Office ☐ TCRC Oxnard ☐ TCRC Simi Valley ☐ North LA County

To: _____ School District: _____

Name of Child: _____

Date of Birth: _____

Name of Early Start Service Coordinator: _____

Family's primary language: _____

Interpreter needed? ☐ Yes ☐ No

Parent Name(s): _____

Address: _____

City: _____ Zip: _____

Home phone: _____ Cell phone: _____ E-mail address: _____

Did School District representative attend Transition IFSP?

☐ Yes Name: _____

☐ No explain why: _____

Date sent: _____

For School District use only: Date received: _____

PLEASE INDICATE TYPE OF REFERRAL PACKET:

☐ **Standard Referral**

Attach:

- * IFSP
- * Progress notes
- * Current assessments
- * Transition plan

☐ **Notification only referral**

Attach:

- * This cover sheet only

☐ **Intake referral**

Attach:

- *ES Inquiry
- *ES interview
- *Consent Form

☐ **Inquiry referral**

Attach:

- * ES Inquiry

VENTURA COUNTY EARLY START PROGRAM

Referral from Early Start Program to School District
for Special Education Assessment

SAMPLE-

From: Regional Center Office ☐ TCRC Oxnard ☒ TCRC Simi Valley ☐ North LA County

To: Program Specialist School District: Your School District

Name of Child: Infant Baby

Date of Birth: 5-19-08

Name of Early Start Service Coordinator: Your Name

Family's primary language: English

Interpreter needed? ☐ Yes ☒ No

Parent Name(s): Mom and Dad Baby

Address: 1234 Main St.

City: Camarillo Zip: 93010

Home phone: 805-555-5555 Cell phone: 805-555-1212 E-mail address: heyyou@email.com

Did School District representative attend Transition IFSP?

☒ Yes Name: School Psychologist

☐ No explain why: _____

Date sent: 11-24-10

For School District use only: Date received: _____

PLEASE INDICATE TYPE OF REFERRAL PACKET:

☒ **Standard Referral**

Attach:

- * IFSP
- * Progress notes
- * Current assessments
- * Transition plan

☐ **Notification only referral**

Attach:

- * This cover sheet only

☐ **Intake referral**

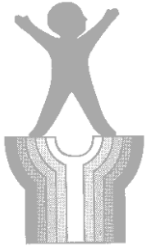
Attach:

- *ES Inquiry
- *ES interview
- *Consent Form

☐ **Inquiry referral**

Attach:

- * ES Inquiry



Three Year Old Transition
Checklist for School District
“Part B”
Preschool Assessment Staff

Child's Name: _____ DOB: _____

TCRC Service Coordinator: _____

Service Coordinator Phone: _____ Email: _____

School district staff should carefully document the following important dates and retain copies of the forms noted:

- Date contacted for a Transition IFSP meeting by Regional Center Service Coordinator: _____
- Date of district attendance at Transition IFSP Meeting: _____
(School district may participate by teleconference if parent agrees)
(Copy of **Transition IFSP Form with School District Signature**)
- Date referral received: _____
(Copy of **Referral Form** with date received stamped or initialed)
- Date of Notice of Special Education Referral Sent: _____
(Copy of **Notice of Referral**)
- Date Assessment Plan sent and received from parents:
Sent: _____ *Received: _____
(Copy of signed **Assessment Plan**)
- or
- Date Prior Written Notice sent: _____
(Copy of **Prior Written Notice**)

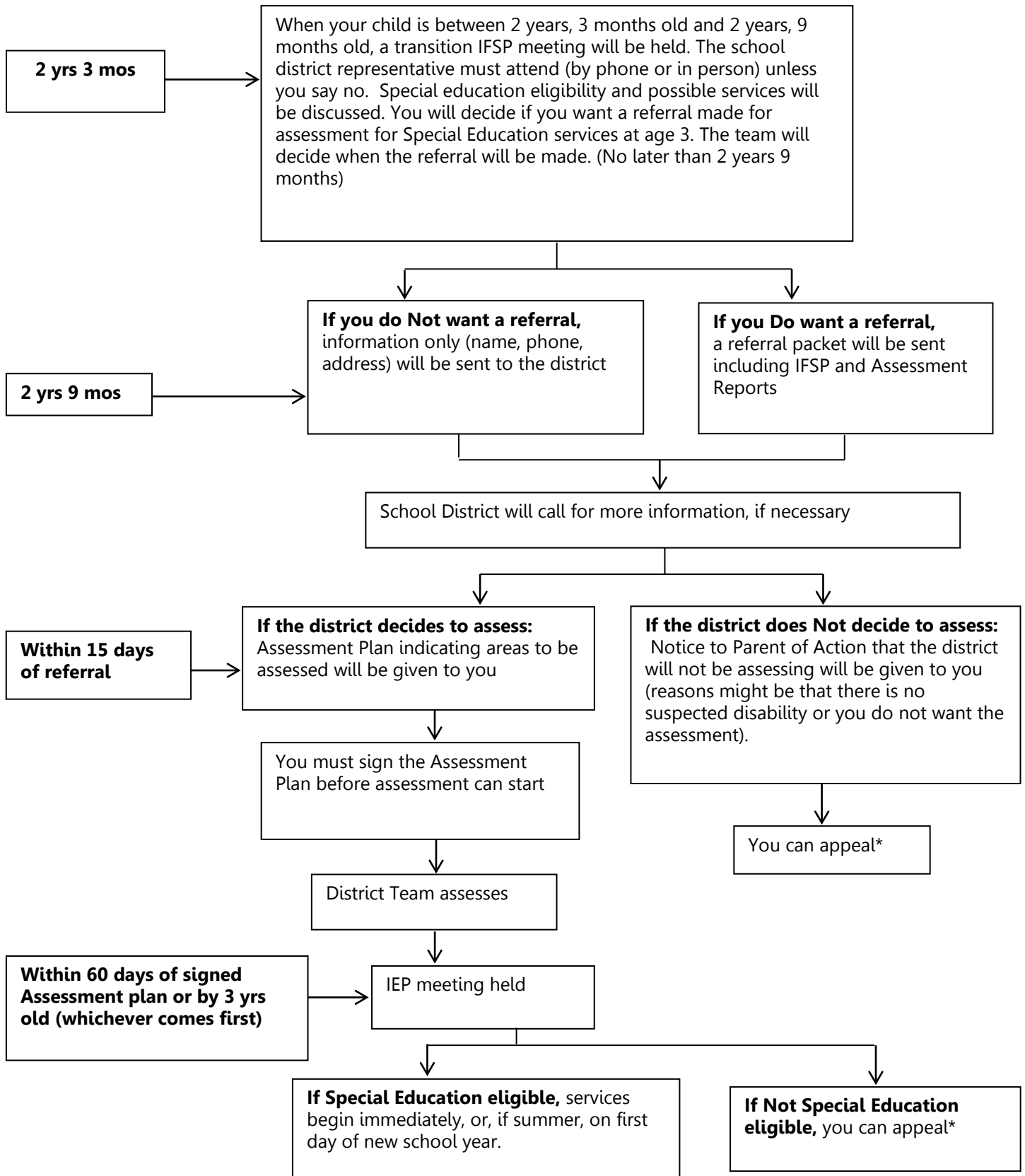
Note reason timeline delayed (if any)

- ☐ Parent did not make child available for assessment
- ☐ School Holiday in excess of 5 days/Break between school sessions (only allowed if Intake Inquiry received by Early Start within 45 days of child's 3rd birthday)
- ☐ Other _____

- Date IEP Meeting scheduled: _____
(Copy of **signed IEP Meeting Notice**)
- *Date IEP Meeting held: _____
(Copy of **Initial IEP**)

Name and Title of person completing this form: _____

Your Child's Transition from the Early Start Program to Public School Services



*See page 38 – Parents Rights for “Due Process”

**Ventura County SELPA
Preschool Referral Contacts**

<u>ATTENTION</u>	<u>DISTRICT</u>	<u>SITE</u>	<u>ADDRESS</u>	<u>CITY/ZIP</u>	<u>PHONE</u>	<u>FAX</u>	<u>E-MAIL</u>
BIJI KOVOOR	BRIGGS	OLIVELANDS SCHOOL	12465 FOOTHILL RD.	SANTA PAULA, CA 93060	933-2254	933-1111	bkovoor@vcoe.org
SHANE CRAVEN, COORDINATOR	CONEJO VALLEY UNIFIED SCHOOL DISTRICT	UNIVERSITY CENTER	2801 ATLAS AVE.	THOUSAND OAKS, CA 91362	492-4051	241-4346	scraven@conejouisd.org
SUSAN HERSH, PSYCHOLOGIST	FILLMORE UNIFIED SCHOOL DISTRICT		P.O. BOX 697	FILLMORE CA 93016	524-6029	524-6081	shersh@fillmoreusd.org
ESTELA MACIAS, PROGRAM SPECIALIST	HUENEME SCHOOL DISTRICT	DISTRICT OFFICE	205 NORTH VENTURA ROAD	PORT HUENEME, CA 93041	488-3588 X9243	986-8129	emacias@hueneme.org
JOY EPSTEIN (IFSP'S ONLY), PROGRAM SPECIALIST	HUENEME SCHOOL DISTRICT	DISTRICT OFFICE	205 NORTH VENTURA ROAD	PORT HUENEME, CA 93041	488-3588 X9244		jepstein@hueneme.org
VALERIE LOUTHIAN	LAS VIRGENES UNIFIED SCHOOL DISTRICT	BUTTERCUP SCHOOL	6098 REYES ADOBE RD.	AGOURA HILLS, CA 91301	818-597-2153	597-2156	vlouthian@lvusd.org
	MESA UNION SCHOOL DISTRICT		3901 NORTH MESA SCHOOL ROAD	SOMIS, CA 93066	485-1411	445-4387	
JAN VAN ATTA, PSYCHOLOGIST	MOORPARK UNIFIED SCHOOL DISTRICT	EARLY CHILDHOOD CTR	240 FLORY AVENUE	MOORPARK, CA 93021	531-6466 X7095	530-3885	jvanatta@mrpk.org
CRISTINA IBARBIA	MUPU	MUPU SCHOOL	4410 N. OJAI RD.	SANTA PAULA, CA 93060	525-6111		cibarbia@vcoe.org
JENNIFER GOLDEN, PROGRAM SPECIALIST	OAK PARK UNIFIED SCHOOL DISTRICT	DISTRICT OFFICE	5801 EAST CONIFER STREET	OAK PARK, CA 91377	818-735-3224	818-735-3243	jgolden@opusd.org
ALICIA PENA-ALCANTAR, PSYCHOLOGIST	OCEAN VIEW SCHOOL DISTRICT	LAGUNA VISTA	4200 OLDS RD.	OXNARD, CA 93033	488-3638	986-6797	aalcantar@oceanview.org
EMILY OTELSBERG, PSYCHOLOGIST	OJAI UNIFIED SCHOOL DISTRICT		P.O. BOX 878	OJAI, CA 93024	640-4300,	640-4447	eotelsberg@ojaiusd.org
MARY TRUAX, MANAGER, SPECIAL EDUCATION	OXNARD ELEMENTARY SCHOOL DISTRICT	EDUCATION SERVICE CTR	1051 SOUTH 'A' STREET	OXNARD, CA 93030	385-1501 X2174	487-9648	mtruax@oxnardsd.org
LORI BOWE, PSYCHOLOGIST	PLEASANT VALLEY SCHOOL DISTRICT	DISTRICT OFFICE/ PEEP	600 TEMPLE AVENUE	CAMARILLO, CA 93010	445-8676	445-8808	lbowe@pvsk12.ca.us
MEAGAN GUENTHER, PSYCHOLOGIST	RIO SCHOOL DISTRICT		2500 VINEYARD AVENUE	OXNARD, CA 93036	485-1442		mguenther@rioschools.org
	SANTA CLARA		20030 E. TELEGRAPH ROAD	SANTA PAULA, CA 93060	525-4573	525-4985	
KRISTI GROOMS, STUDENT SUPPORT SERVICES SPECIALIST	SANTA PAULA UNIFIED SCHOOL DISTRICT		221 W. STECKEL DR.	SANTA PAULA, CA 93061	933-8840	933-8024	kgrooms@santapaulaunified.org
ERIN MACINTYRE, PSYCHOLOGIST, PROGRAM SPECIALIST	SIMI VALLEY UNIFIED SCHOOL DISTRICT	JUSTIN ELA	101 W COCHRAN ST	SIMI VALLEY, CA 93065	520-6619 X3105	520-6586	erin.macintyre@simivalleyusd.org
KIM CHARNOFSKY	SOMIS UNION	SOMIS ELEM	5268 NORTH ST.	SOMIS, CA 93066	386-5711	386-2324	Kim.charnofsky@staff.somisusd.org
KELLY MCNELIS SCHRODER, PROGRAM SPECIALIST/SCHOOL PSYCHOLOGIST	VENTURA UNIFIED SCHOOL DISTRICT	EARLY INTERVENTION CENTER	10731 DARLING ROAD	VENTURA, CA 93004	672-2705, X.2206	672-0427	Kelly.McnelisSchroder@venturausd.org

CONTRACTS

CONTRACTS

The school district ECSE can arrange for services such as respite, transportation, or nutrition for families of Solely Low Incidence children, if needed. See attached memos for guidelines for transportation and respite. The ECSE must submit the information in writing to the SELPA Secretary, so that a contract can be drawn up.

The information necessary for a respite, nutrition or transportation contract is:

1. Name and birth date of child.
2. Address and phone number of child/family.
3. Name of provider of service.
4. Address of provider.
5. For transportation: the anticipated number of miles per month, and the reimbursed cost per mile (based on SELPA rates).
6. For respite and nutrition: the approved number of hours per month, and the reimbursed cost per hour (based on SELPA rates).
7. A copy of the IFSP. The services must be listed on the Summary of Early Intervention Services page. The funding source will be the Ventura County SELPA.

In general, the standard of service for respite care is 4 to 8 hours per week, to be determined by the ECSE based on the child/family's need. Respite may only be provided to free up the family to attend an Early Intervention Service such as parent education activities. The family will select the respite care provider and receive funds to reimburse him/her. A child with significant medical needs may require a skilled respite provider. The number of hours per week may increase or decrease, as would the rate. If the family does not have a skilled respite care provider in mind, one can be obtained through a contract that SELPA maintains with a nursing association. Certified nursing assistants and skilled nurses are available (check hourly reimbursement rate with SELPA).

The standard of service for transportation varies according to the child's needs. Transportation reimbursement may only be applied toward costs related to the infant attending an Early Intervention service, which would include therapies provided by CCS or private agencies, play group, etc. The service must be listed on the Summary of Services page of the IFSP. Mileage reimbursement can be determined by estimating the number of miles the family travels each month to address the child's needs, and reimbursed at the rate currently allowed by the Ventura County Office of Education.

When the contract is written, copies will be sent to the ECSE, the family, and the service provider. The service provider must submit a signed invoice stating the dates and hours that the service was provided (See sample). This invoice can be submitted once a month, and no later than the end of the contract period or June 10, whichever comes first. The ECSE must sign the invoice and have the School District Coordinator or Director sign it. The ECSE must make a copy to keep in the child's file before sending the invoice to the SELPA Director for a signature.

Fingerprinting for service providers is mandatory, with the exception of parents who are being reimbursed for costs. Service providers who are already under contract to SELPA have complied with the fingerprinting requirements (nutrition, skilled nursing, respite). No contract funds will be paid until the fingerprinting process is completed and results are obtained.



VENTURA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

5100 Adolfo Road, Camarillo, CA 93012

(805) 437-1560 FAX (805) 437-1599

www.vcselpa.org

May 20, 2010

To: Early Start Families being served by Ventura County SELPA School Districts

Subject: Changes in availability of transportation services as of July 1, 2010

This is to inform you of changes to availability of reimbursement for transportation services for Early Start families served by SELPA School Districts. Due to budgetary concerns at both the state and federal level, school districts and regional centers are required to be more careful about services that are to be legally provided. Two sources of law:

"Transportation and Related Costs includes the cost of travel (e.g., mileage, or travel by taxi, common carrier or other means) and other costs (e.g., tolls and parking expenses) that are necessary to enable a child eligible under this parent and the child's family to receive early intervention services." (Emphasis added)

34 Code of Federal Regulations Part 303 Section 303.12 (d)(15)

"An early intervention service is defined as (a service that) is provided or purchased through the regional center, local educational agency, or other participating agency. The State Department of Health Services, State Department of Social Services, State Department of Mental Health, and State Department of Alcohol and Drug Programs shall provide services in accordance with state and federal law...."

Title 14, California Early Intervention Services Act, Section 95020 (e) (1)

Therefore, starting July 1, 2010, your School District Service Coordinator will only be allowed to authorize transportation costs related to your child attending an Early Intervention Service, which would include therapies provided by CCS or private agencies, play group, etc. We will no longer be able to reimburse you for costs related to traveling to medical appointments.



Ventura County Office of Education
LONG FORM SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is made and entered into this _____ day of _____, 20____ by and between **Ventura County Office of Education** (hereinafter referred to as “Superintendent”) and _____, (hereinafter referred to as “Provider”).

Provider	Telephone Number
Street Address	Fax Number
City, State, Zip code	E-mail Address
Tax Identification or Social Security Number	License Number (if applicable)

Superintendent desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).

Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide Services until Superintendent returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with Superintendent, and not as a partner, coventurer, agent, or employee of Superintendent, and nothing contained herein shall be construed to be inconsistent with this relationship or status, and is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of Superintendent or to bind the Superintendent in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and Superintendent, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers’ Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to Superintendent employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. **NON-EXCLUSIVITY.**
- a. During the term of this Agreement Provider may, independent of Provider’s relationship with the Superintendent, without breaching this Agreement or any duty owed to the Superintendent, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the Superintendent may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the Superintendent.
4. **SERVICES.** Provider shall provide Superintendent with the Services, which are described on the “Statement of Work” (reference page 5). The Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of Superintendent, Provider and Superintendent shall cooperate with each other to work around such delay. However, Superintendent shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the Superintendent. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between Superintendent and Provider whereby the Superintendent can evaluate whether Provider has satisfactorily completed the Work (“Performance Criteria”).
- Provider, at Provider’s sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or Service from those specified in this section shall be made without the prior written consent of the Superintendent.

5. **STORING STUDENT DATA.** Information Technology Requirements are described on Attachment A; attached hereto and incorporated herein by this reference. In the event an independent contractor or third party captures or stores student data, please review the attachment of the terms of service and provide documentation as to how either contractor or third party complies with Family Educational Rights and Privacy Act (FERPA) and AB 1584.

6. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All Work and Services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

7. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the “Schedule of Fees” attached hereto and incorporated herein by this reference.
- All payments due Provider are set forth in “Schedule of Fees” and shall be paid by the Superintendent within 30 days of receipt of a proper invoice from Provider, which invoice shall set forth in reasonable detail the Services performed. The Superintendent reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the Superintendent’s standards and procedures. In the event that any portion of an invoice submitted by a Provider to the Superintendent is disputed, the Superintendent shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice. The rates set forth in “Schedule of Fees” are not set by law, but are negotiable between Provider and Superintendent.

8. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the Superintendent, which may be withheld by the Superintendent in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and subconsultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the Superintendent. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the Superintendent, in its sole discretion, to terminate the Agreement.

9. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice. In the event of cancellation prior to completion of the specified Services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this Agreement shall, at the option of the Superintendent, become Superintendent property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory Work completed on such items prior to termination of the Agreement.
- The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
- a. Personal delivery;
- b. Overnight commercial courier;
- c. Certified or registered prepaid U.S. mail, return receipt requested; or
- d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

Ifmailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the Superintendent and the Provider as follows:

Ventura County Office of Education

VCOE Program Manager: _____

Street _____

City, State, Zip Code _____

Provider _____

Attn: _____

Street _____

City, State, Zip Code _____

11. **WARRANTY.** Provider hereby warrants to Superintendent that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from Superintendent of same.
12. **ADDITIONAL WORK.** If changes in the Work seem merited by the Provider or the Superintendent, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the Superintendent in the following manner:

a. A letter outlining the changes shall be forwarded to the Superintendent by the Provider with a statement of estimated changes in fee and/or time schedule.

b. A written amendment to this Agreement shall be prepared by the Superintendent and executed by all of the parties before any performance of such Services or the Superintendent shall not be required to pay for the increased cost incurred for the changes in the scope of Work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

13. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider’s sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described. Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider’s Services or operations performed under this Agreement, including, but not limited to:

☐ Hazardous and toxic substances

☐ Hazardous waste

☐ Universal waste

☐ Medical waste

☐ Biological waste

☐ Sharps waste

14. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.
15. **INDEMNIFICATION.** Provider agrees to defend, indemnify, and hold harmless Superintendent, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider shall also pay for any and all damage to the Real and Personal Property of the Superintendent, or loss or theft of such Property, done or caused by such persons. Superintendent assumes no responsibility whatsoever for any property placed on Superintendent premises by Provider, Provider’s agents, employees or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the Superintendent. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the Superintendent or any of its officers, agents, employees, and/or volunteers.
16. **INSURANCE.** Provider and any and all vendors and subcontractors working for Provider shall provide, at their own expense, certificates of insurance to the Superintendent as evidence of the insurance coverage required below herein.

PROVIDER
INITIALS

Workers’ Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers’ Compensation Insurance, as required by California law, on all of its employees engaged in Work related to the performance of this Agreement. Provider shall procure and maintain Employer’s Liability insurance coverage of \$1,000,000. In the case of any such Work which is subcontracted, Provider shall require all subcontractors to provide Workers’ Compensation Insurance, and Employer’s Liability insurance for all of the subcontractor’s employees to be engaged in such Work unless such employees are covered by the protection afforded by the Provider’s Workers’ Compensation Insurance.

PROVIDER
INITIALS

Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, broad form property damage, and personal and advertising injury coverage.
Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider’s insurance covers the subcontractor and its employees.
Provider’s and any and all subcontractor’s Commercial General Liability Insurance shall name Ventura County Office of Education, its employees, and school board members as additional insured.

PROVIDER
INITIALS

☐ **Automobile Liability.** Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance with the following coverage limits:

Personal vehicles:	\$ 500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 combined single limit
Student Transportation:	\$5,000,000.00 combined single limit

Provider’s and any and all subcontractor’s Commercial Automobile Liability Insurance shall name Ventura County Office of Education, its employees, and school board members as additional insureds.

PROVIDER
INITIALS

☐ **Errors and Omissions Insurance.** Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following:

<input type="checkbox"/> Education consultants, nurses, therapists	\$1,000,000.00
<input type="checkbox"/> Medical corporations	\$5,000,000.00

PROVIDER
INITIALS

☐ **Other Coverage as Dictated by the Superintendent.** Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 1,000,000.00	\$2,000,000.00
<input type="checkbox"/> Cyber Liability		\$5,000,000.00

Provider’s and any and all subcontractor’s Abuse and Molestation, or Other noted above, shall name Ventura County Office of Education, its employees, and school board members as additional insured.

Certificates of Insurance. Provider and any and all subcontractors working for Provider shall, provide certificates of insurance to the Superintendent as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the Superintendent, and at any other time upon the request of the Superintendent.

Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance and Abuse and Molestation coverage shall name the District, its employees, and school board members as additional insureds, evidenced by an endorsement to the policy.

Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.

Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the Superintendent may immediately terminate this Agreement.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.

17. SAFETY AND SECURITY. Provider shall be responsible for ascertaining from the Superintendent all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Certain entities that contract with a school Superintendent are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the Superintendent determines that the Provider will have limited contact with students.

☐ Provider and any and all subcontractors are required to comply with Education Code section 45125.1, fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the Superintendent under this Agreement.

☐ Certain entities that contract with a school Superintendent may be required to comply with Education Code section 49406 regarding examination for tuberculosis unless the Superintendent determines that the Provider will not constitute a health hazard to students.

☐ Provider and all of its subcontractors are required to comply with Education Code section 49406, Examination for tuberculosis requirements.

Provider must cause to be on file with the Superintendent a certificate from the examining physician showing the Provider, officers, agents, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

18. PROTECTION OF WORK AND PROPERTY. Provider and all of its subcontractors shall maintain at all times, as required by conditions and progress of Work, all necessary safeguards for the protection of employees and the public. In an emergency affecting life and safety of life or Work or of adjoining property, Provider is permitted, without special instruction or authorization from the Superintendent, to act at its discretion to prevent such threatened loss or injury.

19. GOVERNING LAW AND VENUES. Provider hereby acknowledges and agrees that Superintendent is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of Superintendent hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agrees to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.

20. COPYRIGHT. Provider hereby agrees that Superintendent shall be the sole owner of the copyright for any publications, writings, materials or product developed by or as a result of this Agreement. Provider shall maintain the confidentiality of any such materials produced.

21. DISPUTE RESOLUTION. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 22, Attorneys Fees, the cost of the mediator shall be borne equally by the parties binding arbitration in Ventura County pursuant to the Rules of the American Arbitration Association (AAA) (the “Rules”), as amended or as augmented in this Agreement. The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys’ fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

22. ATTORNEYS FEES. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney’s fees and costs incurred in connection with such actions or proceeding

23. DOCUMENT RETENTION. After Provider’s services to Superintendent conclude, Provider shall, upon the Superintendent’s request, deliver all documents for all matter in which Provider has provided services to the Superintendent, along with any property of the Superintendent in Provider’s possession and/or control. If the Superintendent does not request Superintendent’s document(s) for a particular service, Provider will retain document(s) for a period of five (5) years after the service has ended. If Superintendent does not request delivery of the document(s) for the service before the end of the five (5) year period, Provider will have no further obligation to retain the document(s) and may, at Provider’s discretion, destroy it without further notice to the Superintendent. At any point during the five (5) year period, Superintendent may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the Superintendent.

24. NATURE OF AGREEMENT. This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

25. BINDING EFFECT. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

26. WAIVER. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.

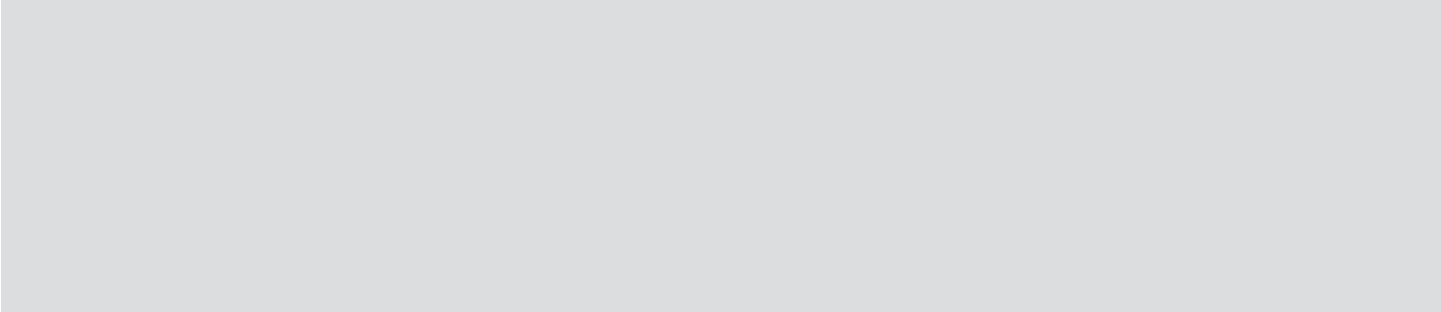
27. SEVERABILITY. It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

28. PARAGRAPH HEADINGS. The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.

29. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
30. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

	<div><div></div><div>VCOE Authorized Representative</div></div>	<div><div></div><div>Provider/ Representative’s name and title (print)</div></div>
Bv:	<div><div></div><div>Signature</div></div>	<div><div></div><div>Signature</div></div>



STATEMENT OF WORK

DESCRIPTION OF WORK: _____

TIME SCHEDULE OF WORK: _____

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
*Please indicate Honorarium/Per-day/Hour/Session/Quarter/Lump sum	
ACTUAL AND NECESSARY TRAVEL EXPENSES <input type="radio"/> YES (ITEMIZE BELOW)	\$ _____
*Original itemized receipts required	
TOTAL NOT TO EXCEED	\$ <u>0.00</u> _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

ADDITIONAL COSTS OF EXPENSES:

ATTACHMENT

A

Information Technology Requirements

1. **DIGITAL STUDENT RECORDS AND PRIVACY.** [For providers of cloud-based services, for the digital storage, management, and retrieval of student records or digital educational software that authorizes a third-party provider of digital educational software to access, store, and use student records, or both].
 - a. Student records continue to be the property of and under the control of the local educational agency. Student records include, any information directly related to a student that is maintained by the District, and any information acquired directly from the student through the use of instructional software or applications assigned to the student by a teacher or other District employee.

Provider will not use any information in the student record for any purpose other than those required or specifically permitted by this Agreement. Providers shall not use personally identifiable information in student records to engage in targeted advertising.
 - b. Provider shall provide a description of the means by which students may retain possession and control of their own student-generated content, if applicable, including options by which a student may transfer student-generated content to a personal account. Such description shall be attached hereto and incorporated herein by this reference.
 - c. Parent, legal guardian, or eligible student review.
 - 1) To inspect, review, or obtain copies of student records, authorized persons shall submit a request to the Provider. Prior to granting the request, the Provider shall authenticate the individual's identity. For any individual granted access based on a legitimate educational interest, the request shall specify the interest involved.
 - 2) When prior written consent from a parent/guardian is required by law, the parent/guardian shall provide a written, signed, and dated consent before the district, discloses the student record. Such consent may be given through electronic means in those cases where it can be authenticated.
 - 3) Provider shall maintain a record which lists all persons, agencies, or organizations requesting or receiving information for each student's record and the legitimate educational interest of the requester.
 - 4) Only a parent/guardian having legal custody of a student or an adult student may challenge the content of a record or offer a written response to a record.
 - d. Provider shall provide a description of the actions the Provider will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of student records. Compliance with this requirement shall not, in itself, absolve the Provider of liability in the event of an unauthorized disclosure of student records. Such description shall be attached hereto and incorporated herein by this reference.
 - e. Provider shall provide a description of the procedures for notifying the affected parent, legal guardian, or eligible student in the event of an unauthorized disclosure of the student's records. Such description shall be attached hereto and incorporated herein by this reference.
 - f. Notwithstanding Section 20, Document Retention, a certification that a student's records shall not be retained or available to the Provider upon completion of the terms of the Agreement and description of how that certification will be enforced.
 - g. The requirements provided above shall not apply to student-generated content if the student chooses to establish or maintain an account with the Provider for the purpose of storing that content pursuant to paragraph b.
 - h. The District and the Provider will jointly ensure compliance with the federal Family Educational Rights and Privacy Act (FERPA) by doing the following:
 - 1) Use Student data only for authorized evaluation, audit, or other compliance purposes;
 - 2) Protect the data from further disclosure or other uses; and
 - 3) Destroy the data when no longer needed for the authorized purpose

IRS 20 FACTOR CHECKLIST

Below are the 20 factors used by the IRS to determine whether the control over a worker is sufficient to constitute an employer-employee relationship. If the relationship is an Independent Contractor, you should only be concerned with the results of the work, not the way in which it is performed. Though these rules are intended only as a guide (*the IRS says the importance of each factor depends on the individual circumstances*) they should be helpful in determining whether enough control is exercised to show an employer-employee relationship.

If you answer “**Yes**” to **all** of the first four questions, you're probably dealing with an independent contractor: “**Yes**” to any of the questions 5 through 20 means your worker is probably an employee.

1. Profit or Loss Can the worker make a profit or suffer a loss as a result of the work aside from the money earned from the project? *This should involve real economic risk - not just the risk of not getting paid.)*
2. Investment Does the worker have an investment in the equipment and facilities used to do the work? *The greater the investment, the more likely independent contractor status.)*
3. Works for More than One Firm Does the person work for more than one company at a time? *(This tends to indicate independent contractor status, but employees can also work for more than one business.)*
4. Services Offered to the General Public Does the worker offer services to the general public?
5. Instructions Do you have the right to give the worker instructions about when, where, and how to work? *This shows control over the worker.)*
6. Training Do you train the worker to do the job in a particular way? *(Independent contractors are already trained.)*
7. Integration Are the worker's services so important to your business that they have become a necessary part of the business? *This may show that the worker is subject to your control.)*
8. Services Rendered Personally Must the worker provide the services personally, as opposed to delegating tasks to someone else? *This indicates that you are interested in the methods employed, and not just the results.)*
9. Hiring Assistants Do you hire, supervise, and pay the worker's assistants? *Independent contractors hire and pay their own staffs.)*
10. Continuing Relationship Is there an ongoing relationship between the worker and yourself? *(A relationship can be considered ongoing if services are performed frequently, but irregularly.)*
11. Work Hours Do you set the worker's hours? *(Independent contractors are masters of their own time.)*
12. Full-Time Work Must the worker spend all of his or her time on your job? *(Independent contractors choose when and where they will work.)*
13. Work Done on Premises Must the individual work on your premises. or do you control the route or location where the work must be performed? *(Answering "no" doesn't by itself mean independent contractor status.)*
14. Sequence Do you have the right to determine the order in which services are performed? *(This shows control over the worker.)*
15. Reports Must the worker give you reports accounting for his or her actions? *This may tend to show Lack of independence.)*
16. Pay Schedules Do you pay the worker by the hour, week, or month? *Independent contractors are generally paid by the job or on commission, although by industry practice, some are paid by the hour.)*
17. Expenses Do you pay the worker's business or travel costs? *This tends to show control.)*
18. Tools and Materials Do you provide the worker with equipment, tools or materials? *Independent contractors generally supply the materials for the job and use their own tools and equipment.)*
19. Right to Fire Can you fire the worker? *(An independent contractor can't be fired without subjecting you to the risk of a breach of contract lawsuit, so long as the results meet specifications.)*
20. Workers Right to Quit Can the worker quit at any time, without incurring liability? *(An independent contractor has a legal obligation to complete the contract.)*

By affixing my initials below, I certify I have reviewed the above "Checklist".

Program Manager

Contractor

VENTURA COUNTY SELPA
INVOICE FOR
TRANSPORTATION EXPENSES

TO:

Ventura County SELPA

Attn: Yanka Ricklefs, Director, Personnel
Development
5100 Adolfo Road
Camarillo, CA 93012
(805) 437-1560

Date: _____

Name of Child: _____

Name of Transportation Provider: _____

Address: _____

*I submit the following expenses for **TRANSPORTATION**:*

DATE	LOCATION TO FROM		ROUNDTrip MILEAGE	CHARGES (.485 ¢ P/MILE)	TOTAL

Provider signature: _____ Date: _____

Infant Specialist signature: _____ Date: _____

Coordinator/Director signature: _____ Date: _____

SELPA signature: _____ Date: _____



VENTURA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

5100 Adolfo Road, Camarillo, CA 93012

(805) 437-1560 FAX (805) 437-1599

www.vcselpa.org

September 1, 2010

To: Early Start Families being served by Ventura County SELPA School Districts

Subject: Changes in availability of respite services as of September 1, 2010

This is to inform you of changes to availability of reimbursement for respite services for Early Start families served by SELPA School Districts. The following is excerpted from a March 2003 letter from Stephanie Lee, Director of the Office of Special Education Programs:

"The Code of Federal Regulations (CFR) §303.12(a) Part C regulations list 16 "types" of services included under "early intervention services". The note following §303.12 indicates that the lists of services are not exhaustive. The note states "early intervention services may include such services as the provision of respite and other family support services." The term "respite" as used in that note is not intended to mean "reprieve" or "rest" but rather a child care-type service provided to enable parent(s) to participate or receive other early intervention services in order to meet the outcomes on a child's IFSP.

In order for a parent to develop the capacity to assist his/her child in meeting his/her developmental needs, the parent may need respite or other type of care for the child while the parent participates in appropriate early intervention activities. Families may need in-home or other care arrangements for their child in order for the family to participate in early intervention services that include a defined family component, i.e., family training or counseling services, psychological services, or social work. A family may need to participate in sign language classes in order to assist the child in developing communication skills or meet with a psychologist to design appropriate behavioral management strategies to use when the child engages in inappropriate behaviors. Although the provision of respite or other care arrangements may be necessary for some families to participate in appropriate early intervention activities, respite is not intended to serve as child-care or "baby-sitting" assistance in ordinary circumstances."

Therefore, starting September 1, 2010, your School District Service Coordinator will only be allowed to authorize respite costs related to your child attending an Early Intervention Service, which would include participation in parent education activities or other parent support events.

VENTURA COUNTY SELPA
INVOICE FOR REIMBURSEMENT TO PARENTS FOR

RESPITE CARE EXPENSES

TO:

Ventura County SELPA
Attn: Yanka Ricklefs, Director, Personnel
Development
5100 Adolfo Road
Camarillo, CA 93012
(805) 437-1560

DATE: _____

Name of Child: _____

Name of Parent: _____

Name of Care Provider: _____

Address of Care Provider: _____

Name of other Care Provider: _____

Other Care Provider Address: _____

*I submit the following expenses for **RESPITE CARE**:*

DATE	RECEIPT NUMBER	HOURS	CHARGES (For each time, attach signed receipt)	TOTAL

Parent signature: _____ Date: _____

Infant Specialist signature: _____ Date: _____

Coordinator/Director signature: _____ Date: _____

SELPA signature: _____ Date: _____

CONTRACT #

ACCOUNT #

SERVICE GUIDELINES

EARLY INTERVENTION SERVICES PROVIDED BY THE EARLY CHILDHOOD SPECIAL EDUCATOR VIA THE IFSP

A variety of Early Intervention services are available to all children and families, depending on their needs, and as specified in the IFSP. Services may include Home Based, Group, and Family Involvement activities.

Home based services are provided once or twice a week, depending on the needs of the infant and family. Home visits provided in conjunction with group services range from one to eight times per month, depending on the needs of child and family. Family involvement activities are offered at least once per month.

Other professionals will provide services as specified on the IFSP which may include Speech-Language Therapy, Occupational Therapy, Physical Therapy, Deaf/Hard of Hearing Services, Vision Services, Health and Nursing Services, or Orthopedic Impairment Services.

New intakes to Early Start must have both vision and hearing screening. See vision screening tool in this section. The SELPA has provided Oto-Acoustical Emission Screening (OAES) devices for each Early Start program to be able to conduct hearing screening.

SERVICES WHICH MAY BE PROVIDED BY SCHOOL DISTRICT TO CHILDREN WITH SPEECH AND LANGUAGE DELAYS

A. DEFINITIONS

1. Communication:

Information which is transmitted or conveyed from one person to another, and the method used to convey it. Can be accomplished in many ways: visual (signing, gesture), body position, auditory, tactile, and olfactory.

2. Language:

The organized set of symbols we use to communicate meaning about objects and relationships in our world. These symbols are combined according to rules that govern language. Symbols can be spoken, gestures, or written.

a. Receptive language refers to the skills involved in understanding language, including:

- The ability to hear differences in sounds and assign different meanings
- Being able to remember what is heard (e.g. following a 3-step direction)
- Understanding vocabulary and concepts
- Understanding grammatical forms, such as plurals, negatives, etc.

b. Expressive language refers to the skills involved in communicating one's thoughts and feelings to others, answering questions, relating events, and carrying on a conversation. These include:

- Combining sounds within a language to convey meaning
- Choosing word forms and word order appropriately
- Choosing the best words to express a thought

3. Speech:

The physical ability to make sounds and to pattern these sounds into words to communicate a message. There are three major aspects of speech:

- a. Voice: vibration of the vocal cords caused by the air stream passing through the larynx (voice box). The components of voice include quality (hoarse, weak, breathy), loudness, pitch, and resonance (vibration of air in the oral or nasal cavities).
- b. Articulation: the physical production of sounds in speech. The voice generated by the vocal cords is shaped into sounds by the palate, tongue, lips and teeth.
- c. Fluency (rhythm): sounds, words, and phrases flowing together smoothly during speaking, with pauses and stress to express meaning.

4. Pragmatics:

Social and behavioral awareness of non-verbal communication skills, including visual contact, turn taking and body language.

5. Oral-Motor Skills:

The complex muscle task which requires coordination between the cognitive and the central nervous system to produce speech and feeding skills.

B. METHODS OF DELIVERY:

These services may be provided individually or in small groups by an Infant Specialist in consultation with a Speech/ Language Specialist, **or** directly by a Speech/ Language Specialist. Methods of delivery to be determined by the IFSP team based on assessment results and recommendations.

C. INTERVENTION AVAILABLE:

1. Assessment:

- a. Receptive/ Expressive
- b. Pragmatic skills
- c. Oral-Motor skills

2. Consultation Services:

Speech/ Language specialist to assist Infant Specialist in determining appropriate goals and activities. Can be an occasional or an on-going service.

3. Early Communication Skills:

Language-based and cognitive-based skills for pre-verbal children. Play skills, social intervention, early pragmatic and behavioral skills.

4. Articulation Therapy:

To include breath support, positioning of body, use of articulators for sound production. Children with structural anomalies, hearing loss, neuro-muscular involvement may be candidates for this intervention.

5. Augmentative Communication Systems:

Giving the child a means to interact with his environment to enhance learning and functional communication. Includes adaptive switch plates, communication boards (pictures, eye gaze, photos), gestural and sign language. Signing may be appropriate for children with a hearing loss, and for other children with expressive delays. Parent involvement is very important in this area.

6. Parent Education and Modeling:

Providing activities of developmentally appropriate speech and language skills, and play skills. Modeling interactions specific to the child's needs.

GUIDELINES FOR DIRECT SPEECH THERAPY

Readiness Skills:

- Intent to communicate
- Ability to imitate
- Ability to attend to age appropriate tasks
- Understands cause and effect

Likelihood of Needing Speech Therapy:

- Discrepancy between expressive and receptive language skills
- Discrepancy between communication skills and other developmental areas
- Children with hearing loss
- Children with Down, Klinefelter, Cleft Palate, Cerebral Palsy, Prader-Willi, Williams, Turner, Fragile X, Angelmann, may need consultation or direct therapy depending on underlying physiological conditions, such as low or high tone, absence of structure, cranial/facial anomalies, neurological issues, poor motor planning, etc.
- Children with autism

Other Points:

- Children with DHH may or may not need direct speech therapy depending on other professionals and what they are doing in terms of language development

Areas that an SLP should work on:

- Speech and language assessment (receptive, expressive, pragmatic and oral motor skills)
- Voice
- Articulation therapy
- Fluency
- Oral motor language
- Augmentative communication systems
- Parent education and modeling

Areas that the Early Childhood Special Educator should work on:

- Pragmatics
- Early communication skills (pointing, gesturing, imitating)
- Functional communication
- Listening and following directions
- Parent education and modeling

Occupational Therapist:

- Oral motor feeding
- Assistive technology

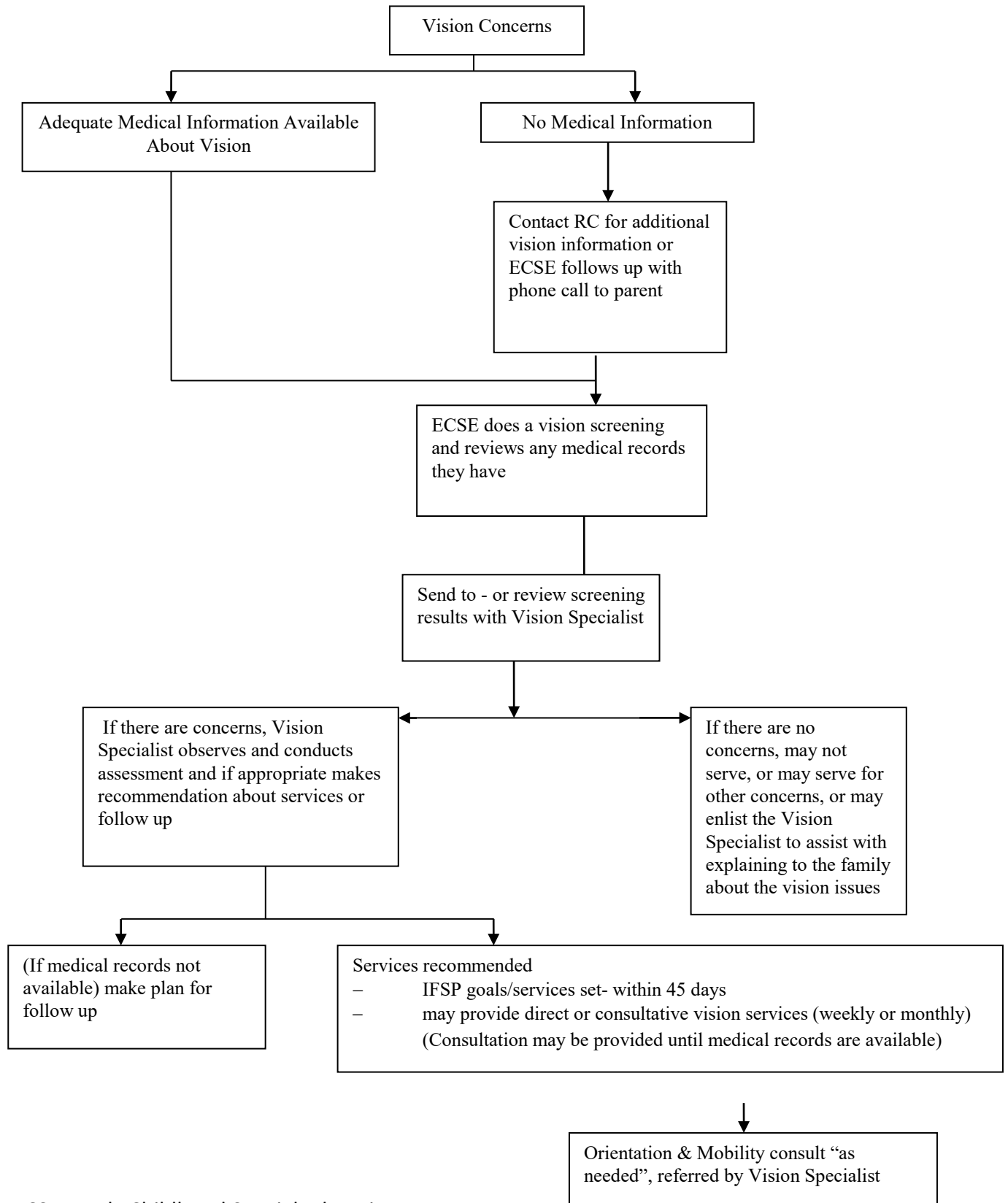
GUIDELINES FOR SCHOOL DISTRICT CONSIDERATION OF VISION SERVICES FOR CHILDREN SERVED SOLELY BY REGIONAL CENTER

IF THERE APPEARS TO BE A NEED FOR VISION SERVICES:

- Awareness of need for vision services (in addition to another ES eligibility)
- IFSP amendment – medical vision assessment, arranged by Regional Center
- Vision assessment yields a vision diagnosis:
 - Child Re-DARTed to schools
 - Schools review case
 - If there is space available, the receiving district will consider the child as a priority for dual service delivery
 - IFSP held to revise service plan
 - If they choose to serve, districts would require that all special education services be transferred to the school district.

VC SELPA
Flowchart for Evaluating Vision Concerns

Inquiry received from Regional Center



VENTURA COUNTY SELPA EARLY START PROGRAM VISION SCREENING

Instructions

Guidance for presenting and noting responses to each of the tasks:

1. Orients Centrally- Observe whether the head is in a center position looking at an object in the middle. Indicate approximate distance that the object was held, and the size of the object. Note how many seconds the student looked at the object.
2. Orients peripherally- Observe whether the child looks at items presented to left or right, even with a head turn.
3. Tracks horizontally- Use a light or other stimulating object and observe if child will track to either side, ok if they move their head. Indicate distance and the object. Also note whether student crosses midline.
4. Tracks vertically- Do same as above, tracking up and down (No midline).
5. Reaches on visual cue- Note which side, and size of object and distance. Note if child over- or under-reaches.
6. Shifts gaze- Using two stimulating objects, observe whether the child looks from one object to the other and back.
7. Blink Reaction/Rapid Eye Movement- Clap hands and observe whether or not the child blinks. Indicate whether they blink just once or multiple times.
8. Nystagmus- Note whether the eyeballs shake.
9. When looking at a light or object straight ahead, indicate whether any of the elements are observed. Give any explanatory comments which may be helpful to the Vision Specialist.
10. Does child turn/tilt head when looking at objects- Indicate the angle that they bring the object to the eye.
11. How does child look at objects they hold- Give the child an object, and observe the distance that they look at the object, and eye preference if any, and the angle.
12. Has child's vision been tested- If yes, indicate name and title of specialist, and date.
13. Is child taking any medications- If yes, please describe.

14. Vision records- Indicate whether or not they have been obtained, and the source (doctor, clinic, etc) if available.
15. Other medical concerns- Indicate any concerns expressed by parents or other professionals.
16. Parental concerns- Indicate any concerns the parents may have, particularly regarding the eyes and vision.
17. Put any other comments that you think the observer may wish to note. Forward to the Vision Specialist to review.

VENTURA COUNTY SELPA EARLY START PROGRAM VISION SCREENING

Name of Child _____ Date of
Birth _____

	TASK	OBSERVATION	COMMENTS
1	Orients centrally	Yes/No	
2	Orients peripherally without	Right/Left/ Not at all	
3	Tracks horizontally	Right/Left/ Not at all	
4	Tracks vertically	Up/Down/Not at all	
5	Reaches on visual cue	Right/Left/Not at all Over reach/Under reach	
6	Shifts gaze	Right/Left/Not at all	
7	Blink reaction/Rapid Eye Movement	Fast/Slow/Not at all	
8	Nystagmus	Yes/No	
9	When looking at a light or object straight ahead, are child's eyes: <ul style="list-style-type: none"> • Even and symmetrical, not cross eyed or exotropic • Droopy • Red • Excessive tearing • Constant rubbing • Excessive sensitivity to light 	Yes/ No Yes/ No Yes/ No Yes/ No Right/Left/Both/No Yes/ No	
10	Does child turn/tilt head when looking at objects	Yes/ No	

11	How does child look at objects they hold <ul style="list-style-type: none"> At what distance Eye preference At what angle does he/she bring objects to the eye 	_____ " Right/ Left/ Both/Neither _____ °	
12	Has child's vision been tested	Yes/ No	
13	Is child taking any medications	Yes/ No	
14	Medical records obtained	Yes/No	
15	Other medical concerns		
16	Parental concerns:		

Other Comments:

Date: _____

Signature of Interviewer: _____

Title: _____

Vision Specialist Review

☐ No apparent concern at this time

☐ Monitor for _____

☐ Will follow up

Comments:

Services to Deaf/Hard of Hearing

1. Results of Newborn Hearing Screening evaluations in Ventura County are forwarded by various medical facilities to the Southern California Hearing Coordination Center, then to the CA Department of Education, Deaf/Hard of Hearing department. In turn, CDE contacts Ventura County Office of Education Hearing Conservation (HC) (Leslie Comstock, Director). HC then continues the referral process to the VC Early Start Program, with a cc to the appropriate school district program as an advanced notice.

In addition, infants who are suspected of having a hearing loss may be referred to the VC Early Start program by medical offices, family members, or other interested parties.

2. In the VC Early Start Program, Regional Centers are the 'single point of entry' for all infant referrals, 0-36 months. Infants who have, or are suspected of having, a hearing impairment should be referred to the appropriate Regional Center office (see appendix I for guidelines):

North Los Angeles County Regional Center (818) 778-1900

Tri-Counties Regional Center East Office (805) 522-8030

Tri-Counties Regional Center West Office (805) 485-3177

3. The Regional Center office will complete an Early Start Inquiry Form, and send it by email (both names) or fax to the Early Start Service Area Program which serves the infant's home school district (see appendix II for names and areas).

Conejo Valley USD Service Area Fax (805) 241-4346 email: iraplere@conejousd.org
mchoudhry@conejousd.org

Oxnard Elem SD Service Area Fax (805) 984-1808 email: sramirez@oxnardsd.org

Simi Valley USD Service Area Fax (805) 520-6107 email: keisha.carroll@simivalleyusd.org
rama.dasu@simivalleyusd.org

Ventura USD Service Area Fax (805) 672-0427 email: karly.stern@venturausd.org

4. Before responding to the RC inquiry, the home Service Area Early Childhood Special Educator (ECSE) will review the inquiry to determine the extent of the infant's hearing impairment. If there is a bilateral moderate-severe-profound hearing loss (Deaf infant), the home Service Area ECSE will refer the infant to the appropriate Deaf/Hard of Hearing Service Area ECSE (see appendix III for guidelines), which becomes the designated school district of service to respond to the inquiry and follow up with the referral.

If there is a unilateral hearing loss or a bilateral mild hearing loss, the home Service Area ECSE will respond to the inquiry and follow the referral. The DHH Service Area ECSE will provide consultation services to the home Service Area ECSE as specified on page 100.

5. The designated school district Early Start ECSE will respond to the Regional Center by email or fax by 5:00pm next business day. One of the following responses will be indicated:

- Agrees to dual intake
- Agrees to serve as solely low incidence
- Declines to serve (not SLI, and no opening or not a priority for dual)
- Agrees to reconsider at a later date when assessment report is available

Dual Intake: Infants who present with multiple concerns may be considered for 'dual' status, if the designated school district Early Start Program has openings. In dual status, the RC is the family's Service Coordinator, and provides most Early Start services. The SD provides special education and related services (see MOU, Appendix B). If the SD has no openings, dual referrals may be declined and RC remains the interim Service Coordination agency.

Solely Low Incidence Intake: Infants whose only presenting concern is hearing loss and who qualify for the ES program will be accepted by the designated SD as 'solely low incidence', regardless of whether the SD ES program has openings or is full. In SLI status, the SD Early Childhood Special Educator is the family's Service Coordinator, and SD/SELPA will be responsible for all Early Start educational services. Additional ES agencies may participate, such as CCS.

Note: Infants with hearing impairment sometimes appear to have multiple concerns (delays in communication, social, or other skills). If developmental delays are a direct result of the hearing impairment, infants should be considered for 'solely low incidence' status. If the delays are the result of a concomitant condition (prematurity, syndrome, illness), the infant should be considered for 'dual' status.

6. All children referred for hearing loss, regardless of whether or not it is unilateral or bilateral, will have consultation by a Deaf/Hard of Hearing (DHH) credentialed teacher. The DHH teacher will review the medical records/audiogram, interview parents if indicated, and conduct or review the assessment, following these steps:

- i. Schedule joint intake with DHH teacher ("DHH") and ECSE.
- ii. DHH and ECSE collaborate on the assessment. Either jointly assesses or DHH reviews the ECSE's assessment. DHH reviews Audiological report. DHH always signs the Assessment report.
- iii. DHH may attend the IFSP (but not required)
- iv. If Early Start eligible, DHH recommends the level of service to go on the IFSP- may be direct services, or consultative. Level of service must be indicated on the IFSP, and consultation will be specified as direct or indirect, and will specifically note which professionals will be present, and whether or not the child and family will be present.
- v. Minimum level of consultation by DHH will be every 6 months, at time of annual reviews, between professionals.

7. The Early Start Service Coordinator will forward to VCOE Hearing Conservation copies of all audiological reports.

8. All children with unilateral hearing loss will be taken in as eligible under CCR 3031 (c), be monitored and assessed (including DHH Specialist) for three, six month intervals, or until 24 months of age, whichever comes first. At that time, if child no longer meets eligibility criteria below, they will be exited. If at any time the hearing assessment results indicate that the child's hearing is within normal limits, the child will be exited.

9. Legal reference for eligibility:

- CCR Title 5, Section 3031 (c) "The child has a disabling medical condition or congenital syndrome which the IEP team (sic) determines has a high predictability of requiring intensive special education and services."

Appendix I. The following Regional Center offices are considered the 'single point of entry' for all initial infant referrals, including Deaf/Hard of Hearing infants, who reside in these areas:

North Los Angeles County Regional Center: Las Virgenes USD, (resident of LA County)

Tri-Counties Regional Center East Office: Conejo Valley USD, Moorpark USD, Oak Park USD, Simi Valley USD, Pleasant Valley SD, Somis Union SD, Las Virgenes USD (resident of Ventura County)

Tri-Counties Regional Center West Office: Briggs ESD, Fillmore USD, Hueneme ESD, Mesa Union SD, Mupu ESD, Ocean View SD, Ojai USD, Oxnard ESD, Rio SD, Santa Clara ESD, Santa Paula USD, Ventura USD

Appendix II. Regional Center will use the following list of school district Early Start Programs for all initial infant referrals, including Deaf/Hard of Hearing infants, who reside in these areas:

Conejo Valley USD Early Start Program: Conejo Valley USD, Las Virgenes USD, Oak Park USD. Contacts: Julie Raplere, ECSE, (805) 492-4051 x220
Monika Choudhry (805) 492-4051 x219

Simi Valley USD Early Start Program: Moorpark USD, Pleasant Valley SD, Simi Valley USD, Somis Union SD.
Contacts: Keisha Carroll, ECSE. (805) 520-6619 x3123.
Rama Dasu, ECSE, (805) 520-6619 x3123.

Oxnard Elementary SD Early Start Program: Hueneme ESD, Ocean View SD, Oxnard ESD.
Contacts: Sofia Ramirez, ECSE, (805) 385-1518

Ventura USD Early Start Program: Briggs ESD, Fillmore USD, Mesa Union SD, Mupu ESD, Ojai USD, Rio SD, Santa Clara ESD, Santa Paula ESD, Ventura USD.
Contacts: Karly Stern, ECSE, (805) 672-2705 x2219

Appendix III. School districts will refer Deaf infants to the following school district Deaf/Hard of Hearing Early Start Programs

(Hard of Hearing infants will be served by their home school district Early Start Program, with consultation provided by the following D/HH ES Programs):

Simi Valley USD Early Start D/HH services:

All districts within the Conejo Valley USD Early Start Program and the Simi Valley USD ES Program.

Contact person: Erin MacIntyre, Simi Valley USD, (805) 520-6619

Ventura USD Early Start D/HH services:

All districts within Ventura USD ES Program.

Contact person: Karly Stern, VUSD ECSE, (805) 672-2705 x2219

Oxnard Elementary School District Early Start D/HH services:

All districts within the Oxnard Elementary School District ES Program.

Contact person: Sofia Ramirez, OSD ECSE, (805) 385-1518

MOU

**MEMORANDUM OF
UNDERSTANDING
2017**

**VENTURA COUNTY SELPA
AND
TRI-COUNTIES REGIONAL
CENTER**

**Individuals with Disabilities
Education Act (IDEA)**

**PART C
Services to Infants and
Toddlers**

I. PURPOSE

The purpose of this interagency agreement is to describe selected operating procedures of Tri-Counties Regional Center (TCRC) and Ventura County Special Education Local Plan Area (VCSELPA) relating to the implementation of Part C of the Individuals with Disabilities Education Act (hereinafter referred to as “IDEA”) and its implementing regulations. This agreement will define the components necessary to ensure effective cooperation and coordination between the two agencies in respect to providing services to children and families including referral, assessment, Individualized Family Service Plan (IFSP), transition, service coordination, provision of services, payor of last resort, and procedural safeguards. It will also describe procedures for dispute resolution and effective cooperation and coordination in policy making regarding legal and financial services. (California Early Intervention Services Act –[CEISA]- California Government Code Title 14, Chapter 1, 95000)

II. PARTIES

The parties to this agreement are TCRC and VCSELPA.

III. TARGET POPULATION

This agreement applies to activities and services performed on behalf of infants and toddlers, birth up to 36 months of age, and their families, who are eligible for early intervention services under IDEA, as defined in CEISA Section 95014.

IV. FINANCIAL RESPONSIBILITY

A. Payor of Last Resort

TCRC and VCSELPA will operate within the provisions of the State Interagency Agreement executed between the Department of Developmental Services (DDS) and the California Department of Education (CDE) on September 9, 1993. The pertinent sections of the State Interagency Agreement pertaining to “Payor of Last Resort” are as follows:

1. *Definition* - “Payor of last resort” means the Regional Center or school district (“district”) that is required to pay for early intervention services listed on the IFSP when third party payors or other agencies do not have an obligation to pay as required by 34 CFR, Section 303.520 - 303.527.
2. *Regional Center* - The Regional Center will be the payor of last resort for all IDEA eligible infants who are children as defined by state law and policies, and the annual state application. This includes infants who may be eligible for both Early Start services through the Regional Center and school districts. It will not include infants and toddlers with solely visual, hearing, or severe orthopedic impairments, or any combination thereof, who meet the criteria in Section 56026.5 of the Education Code, and in subdivisions (a), (b), (d) or (e) of Section 3030, and Section 3031 of Title

5 of the California Code of Regulations The Regional Center provides services on a year-round basis. See **Appendix “A”** for Early Intervention services provided by Regional Center.

3. *Local Education Agency (“District”)*- The district will be the payor of last resort for those infants and toddlers with solely visual, hearing or severe orthopedic impairment, or any combination thereof, from either Tri-Counties or North LA County Regional Centers who reside within the SELPA, who meet the criteria in Sections 56026 and 56026.5 of the Education Code, and in subdivisions (a), (b), (d), or (e) of Section 3030, and Section 3031 of Title 5 of the California Code of Regulations. The district is available at all times during the year to receive and act upon referrals of any solely low incidence children. The district is funded to provide services 200 days per year. The IFSP team will determine the appropriate amount of services necessary to meet the child’s needs. (Budget Act of 07-08 Senate Bill 77/ [Chapter 171, Statutes of 2007]) (Budget Act”) Section #8. See **Appendix “A”** for Early Intervention services provided by district to solely low incidence children.
4. *Dually Served* - For infants and toddlers and their families who are eligible to receive Early Start services from both the Regional Center and district, the district shall provide special education and related services as per California Education Code Section 56426.1-56426.4 and “CFR 300.13 of Title 34 of the Code of Federal Regulations as that section read on April 1, 1986” (EC Section 56426.3) up to its funded program capacity. (CEISA 95014 (c)) See **Appendix “B”** for special education services provided by district for children who are “Dually Served.”

The Regional Center shall be the agency responsible for providing or purchasing appropriate early intervention services indicated in the IFSP that are beyond the mandated responsibilities of district, as described in Appendix B.

B. Maintenance of Effort

Although TCRC is the designated payor of last resort for children jointly served by Regional Center and VCSELPA, the district shall provide special education and related services to infants and toddlers who meet both agencies’ eligibility criteria up to capacity of VCSELPA’s Instructional Personnel Service Units (IPSUs) (114 children). Budget Act Section # 7. The parties to this agreement are committed to VCSELPA applying its best effort to serving 14 children per IPSU. A limited number of spaces may be made available to serve children with the North Los Angeles County Regional Center upon referral.

When making decisions about children to be “dually served,” first consideration will be given to children with any of the characteristics that follow, however children with other characteristics may be considered upon mutual agreement.

- Children who would benefit from vision and/or hearing services;
- Children with orthopedic impairments; or,
- Children with multiple handicaps, especially those with cognitive impairments and other disabilities.

If a child is selected for assessment solely by Regional Center and assessment results indicate the child has characteristics of the criteria above, the child may be re-referred to the district for consideration for dual service delivery with the schools.

The SELPA will forward to Tri-Counties Regional Center, at least annually, a copy of the school district brochure about Early Start Services, in English and Spanish. (*Appendix “C”*)

V. PROGRAM IMPLEMENTATION POLICIES

A. Child Find

TCRC and SELPA agree to use a common “Child Find” brochure “*Could Your Baby Benefit from Early Intervention Services?*” (*Appendix “D”*) TCRC and SELPA collaborate together in yearly Child Find activities. The SELPA disseminates the brochure to all schools, preschools and libraries at the beginning of each semester; and, TCRC disseminates to all physicians and other agencies serving young children each March. Public Outreach group will meet annually to review Child Find efforts.

B. Referral Procedures

The Early Start Inquiry form is a common interagency intake document. (*Appendix “E”*). TCRC agrees to act as the single point of entry for Early Start infants and toddlers, which is available at all times during the year.

Families will be informed that the public school system is a collaborative partner in providing Early Start services.

The Inquiry form will be completed by the TCRC On Duty Service Coordinator, using information from the referring party. The Inquiry form will be forwarded by email or fax to the appropriate district regional program as noted below. The assigned Service Coordinator will make any follow-up phone calls for further information, if necessary. For suspected Solely Low Incidence children, the district Service Coordinator will contact the On Duty Service Coordinator for any more information, if needed.

Conejo Region - Conejo Valley Unified, Oak Park Unified, Las Virgenes Unified School Districts

Oxnard Region – Hueneme Elementary, Oxnard Elementary, Ocean View

Elementary School Districts

Simi Valley Region – Simi Valley Unified School District, Pleasant Valley School District, Moorpark Unified School District, Somis District. Simi also serves Oak Park, Las Virgenes and Conejo for DHH students.

Ventura Region – Briggs Elementary, Mesa School District, Rio School District, Santa Paula Elementary, Mupu Elementary, Santa Clara Elementary, Ojai Unified, Ventura Unified, Fillmore Unified School Districts

Any additional referral paperwork will also be emailed or faxed. If the child appears to have issues that would make him or her solely low incidence eligible, or is a priority for dual service delivery, a phone call may be made to the district.

District Early Start staff will respond to the email or fax by 5:00 p.m. the next working day. The district will agree to either 1) Solely serve 2) Dually serve 3) Not serve at all (or) 4) Decline at this time, but offer to reconsider at a later date when the assessment report is available. If the TCRC Service Coordinator has questions or concerns about a response made by the district, a phone call will be made. If the district will dually serve, several dates for joint intake will be given. If the Service Coordinator does not receive a response from the school district within 2 working days, a phone message may be left with the school district that the regional center will proceed with the intake.

Consultation or referral between district regions for specific services will occur as necessary and agreed upon by sending and receiving region program.

In order to assist SELPA in monitoring its responsibilities to serve all Solely Low Incidence children, TCRC will forward to SELPA a list of all intakes each week. The SELPA will take responsibility for forwarding names regularly to local school districts.

If either agency desires to re-refer to the other agency for re-consideration of service delivery, this will be done between the district and TCRC Service Coordinators. For example, if the district initially accepts a child as Solely Low Incidence, but becomes aware of additional concerns that may make the child eligible to be dually served, the district Service Coordinator would refer back to the Regional Center as soon as identified. Or, if the Regional Center Service Coordinator feels that a child needs services provided by the district, the Regional Center Service Coordinator would refer back to district.

C. Initial Intake

The assigned Service Coordinator is responsible for scheduling the Initial Intake. If the district agrees to a dual intake, both agencies will make every attempt to schedule the Initial Intake jointly. All families will be given information about the Rainbow Connection Family Resource Center at Initial Intake, regardless of whether or not their child will be eligible for Early Start.

D. Evaluation for Eligibility

At the time of the Initial Intake meeting, if the district agreed to serve the child as “dually served,” the district will be responsible for evaluation in all five areas of development. The district will also be responsible for evaluation of all solely low incidence children, and the regional center for all others. The initial evaluation and assessment must be completed within the 45-day timeline and address the following developmental areas:

- level of physical development including gross and fine motor, vision, hearing, and health status;
- communication development (receptive and expressive);
- cognitive development;
- social and emotional development; and,
- adaptive development.

The responsible agency will generate the Evaluation Report addressing all required areas.

For children who will be served by Regional Center, including dually served children, the Service Coordinator is responsible for staffing for eligibility with the Regional Center Clinical Team.

Eligibility for Dually Served:

Infants and toddlers are eligible for Early Start services through TCRC if they have one of the following:

- Delay of 33% in at least one area of development
- A high risk condition that places an infant at risk for developmental disability
- An established risk condition with a known probability of causing a disability or delay

Children eligible for Early Start services through TCRC may be dually served with the school district program if they also meet the school district eligibility criteria:

1. Meet CCR Title 5 Section 3030 eligibility in any one of the following:

- Hearing Impairment
- Deaf
- Deaf/Blind
- Orthopedic Impairment
- Visual Impairment
- Speech and Language Impairment
- Autism
- Mental Retardation
- Emotional Disturbance
- Other Health Impairment
- Multiple Handicaps
- Traumatic Brain Injury

-AND-

2. Require intensive Special Ed and related services by meeting one of the following:
 - 33% delay in one developmental area before 24 months of age, or, at 24 months of age or older, either a delay of 50% in one developmental area or a 33% delay in two or more developmental areas
 - A disabling medical condition, congenital syndrome which the IFSP team determines has a high predictability of requiring intensive special education services.

Children not eligible for Early Start by the Regional Center will be offered a referral to the Rainbow Family Resource Center.

E. Assessment Procedures

Assessment means the ongoing procedures used by appropriately qualified personnel throughout the period of an infant's/toddler's eligibility, which are utilized to identify the following:

1. The infant's/toddler's unique strengths and needs and services to meet those needs.
2. The resources, priorities, and concerns of the family and the supports and services necessary to enhance the family's capacity to meet the developmental needs of their infant or toddler. These assessments shall be voluntary and directed by the family.

VCSELPA will secure any necessary assessments for infants or toddlers with solely a visual, hearing, or severe orthopedic impairment, or any combination thereof. For dually served infants or toddlers, VCSELPA will provide educational assessment to determine needs for special education and related services. TCRC will secure any other needed assessments for infants or toddlers who are eligible for Regional Center services, including those who are eligible for services from both agencies.

Once an assessment is completed, a report will be generated and reviewed by appropriate professionals at an IFSP meeting. For Dually Served children, the school district Service Provider, in collaboration with the Service Coordinator, will complete the Changes and Additions form, indicating the agreed upon changes. The form will be signed by the Provider and the parent, and will be forwarded to the Service Coordinator for inclusion with the master IFSP. If the change includes an addition of services, a new Outcomes and Services page will also be completed with a goal related to the service, and also forwarded to the Service Coordinator for inclusion in the IFSP.

If the parent disagrees with a denial of service, an IFSP meeting will be convened with a Service Coordinator in attendance. Parents will be given their rights to

appeal.

F. Individualized Family Service Plans

Both parties to this Agreement will participate in the multi-agency IFSP meeting for any infant/toddler served by the two agencies. The initial IFSP meeting will be held within 45 days of the receipt of the referral by Regional Center. Members at the initial IFSP meeting must include the following participants:

- The parent
 - The service coordinator
 - Persons who conducted evaluation or assessments (If evaluators or assessors are unable to attend, they may participate by phone call, send a knowledgeable representative, or send a report.)
 - If requested by the parent, other members of the team may include other family members and an advocate or person contracted by the family.
- (Title 17 52104 (a)-(e))

Families will be given the opportunity to participate in all decisions about eligibility and services. IFSP format and content will comply with IDEA and California Early Start regulations and policies. The agencies will use a common IFSP form. Both parties must agree to any modifications made to this form.

(Appendix “F”)

An annual meeting must be conducted to document the child’s and family’s progress towards IFSP outcomes, and revise services. The annual meeting must be fact to face. In addition, the IFSP must be reviewed every six months or more frequently if services change or parent requests. This review may be carried out by a face-to-face meeting or by another means that is acceptable to the parent and other participants, however, for dually served children, the meeting must be held in person with the Service Coordinator, family, and district provider. Members of the annual review meeting must include the above persons and also any service providers as appropriate.

For children who are dually served, the district will re-assess annually all levels of development.

Any changes made to the IFSP must be documented on the Plan and a copy given to the family and all providers for their records. (EC52012(i)) No agency or multidisciplinary team, including any agency listed in SB 1085, Section 95012(a), shall presume or determine eligibility, including eligibility for medical services, for any other agency. VCSELPA will coordinate IFSPs for infants, toddlers, and their families who are solely low incidence. TCRC will coordinate IFSPs for all other eligible children. The agency’s representative attending the IFSP meetings will have the authority to sign the IFSP document for their respective agency.

All IFSP meetings shall be conducted in the language of parent’s choice, unless clearly not feasible to do so. (Title 17 52102(g)(2). The agency that is responsible for coordinating the IFSP (as defined in the preceding paragraph) will provide

interpreters for the IFSP meeting.

If the IFSP team feels the child needs services during periods of school vacation in order to make adequate progress toward desired outcomes, the service coordinator or service provider from the serving district will notify the district administrator. Refer family to procedural safeguards and parent rights.

G. Transfer

For children who transfer into the area with existing IFSPs designating the public schools as provider of services, the child would be referred to the TCRC Transfer Coordinator. The Transfer Coordinator will assign it to the appropriate TCRC office which will initiate the process of a referral to schools in “B” above. For other than solely low incidence children, if the VCSELPA district is at funded capacity, the Regional Center will provide the services. For children with services being funded solely by the previous Regional Center, TCRC will also initiate the process of referral to schools to determine appropriateness for dual service delivery.

H. Transition Procedures

TCRC and VCSELPA agree that transition planning is an ongoing interagency process that begins with the determination of eligibility for Early Start services. The child’s transition from current programs and services into a new program(s) requires adjustments by the child and family and cooperation among the agencies that provide these programs. The transition process should include discussion of community program options, Rainbow FRC, necessary evaluations, assistance for families in evaluating and accessing programs/services, and communication between team members to ensure that the child and family are well prepared for the transition.

A written Transition Plan will be developed between 2 years 3 months and 90 days before the child’s third birthday. (See *Appendix “G”*)

VCSELPA will be responsible to develop and implement the Transition Plan for infants or toddlers with solely a visual, hearing, or severe orthopedic impairment, or any combination thereof. For all other children TCRC will develop and implement Transition Plans.

District “Part B” personnel shall participate in the transition IFSP meetings unless parents decline district participation. Although meeting in person is the best practice, school district personnel may participate in the meeting by phone, if agreed upon by the family.

The SELPA will maintain a list of Preschool contacts. TCRC will contact SELPA if Preschool staff are not available to receive a referral for assessment. School District staff that attend the transition portion of the IFSP may receive copies of the Transition Plan only. If they attend the entire meeting, they may receive copies of all forms, reports, etc. pertinent to that meeting.

Each agency's responsibilities are as follows:

For children found eligible for Early Start services PRIOR to 2.9:

VC SELPA School Districts:	TCRC Service Coordinator:
<p>Will confirm receipt of the invitation and attend the transition planning conference IFSP between 2 years 3 months and 90 days prior to the child's third birthday.</p> <p>During the Transition portion of the IFSP, will participate in the discussion of program options by discussing:</p> <ul style="list-style-type: none"> • Assessment process • Timelines • Eligibility criteria • IEP meeting process • Possible preschool program and service options <p>Will agree upon a notification/ referral date at least 90 days prior to the third birthday. If agreed upon, the referral can be made at the time of the Transition IFSP</p> <p>If parents agree to a referral, will assist in identifying any additional information to be included with the referral</p>	<p>Shall identify mutually agreeable dates, times, and locations and send the invitation to the district representative and parent for the Transition IFSP between 2 years 3 months and 90 days prior to the child's third birthday.</p> <p>During the Transition portion of the IFSP meeting, shall facilitate discussion of the transition process. Service Coordinator will update and document</p> <ul style="list-style-type: none"> • Summary of child's program • Areas of concern related to the child's development • Special health care needs • Plans after Early Start to support child's development • Program options described/discussed • Parents' decision about assessment for Regional Center eligibility • Parents' decision about whether or not they would like a referral for consideration for Special Education to be made • Written parental consent for additional information to be sent to the district at the time of referral beyond name, birth date, and parent contact information • Anticipated referral date no later than 90 days prior to the third birthday

VC SELPA School Districts:	TCRC Service Coordinator:
<p>Upon receipt of the notification/referral will send Notice of Special Education Referral to the family. Within 15 days, will send either an Assessment Plan or Prior Written Notice to Parents of Action Refused by School District.</p> <p>If proceeding to assessment, upon receipt of signed Assessment Plan, will assess and convene an IEP meeting no later than 60 days and prior to the child's 3rd birthday. (whichever comes first)</p> <p>Will schedule the IEP team meeting to include parent/guardian, and all other personnel. The Regional Center Service Coordinator will be invited to the IEP meeting.</p> <p>If eligible, will develop an IEP with services specified no later than child's 3rd birthday. The IEP will indicate the date services will begin.</p>	<ul style="list-style-type: none"> • Parent was informed that they need to decline participation of Service Coordinator at the IEP meeting on the IEP Meeting Notice <p>If parents wish to have a referral made, will send the referral packet as discussed at the IFSP and no later than 90 days prior to the third birthday to the school district which will include:</p> <ul style="list-style-type: none"> • Referral Cover Sheet (<i>Appendix "H"</i>) • Most recent IFSP with progress reports • Most recent assessment reports • Transition Plan <p>Will attend the IEP meeting with parent/guardian consent.</p> <p>If parents do not want a referral, will send a "Notification Only" referral to the School District no later than 90 days prior to the 3rd birthday (Referral Cover Sheet only):</p> <ul style="list-style-type: none"> • Name • Birthdate • Parent contact information <p>Will refer to TCRC clinical team for consideration for Regional Center eligibility beyond age three.</p>

For children found eligible for Early Start services 90 days or less prior to the 3rd birthday

VC SELPA School Districts:	TCRC Service Coordinator:
Will attend the Initial/ IFSP meeting, when possible.	Will invite school district to Initial IFSP.
Upon receiving referral, will immediately give parent: <ul style="list-style-type: none"> • Notice of Special Education Referral 	Will include all the required transition elements in the Initial IFSP.
Within 15 days, will give parent either: <ul style="list-style-type: none"> • Assessment Plan (or) • Prior Written Notice 	Will make either a Referral or “Notification only” referral to the School District immediately, per parent request.
(If Assessment) Complete assessment within 60 days or <u>prior to 3rd</u> birthday. (whichever comes first)	Will refer to TCRC clinical team for consideration for regional center eligibility at age 3.

For initial inquiries received by TCRC between 60-46 days prior to the 3rd Birthday

VC SELPA School Districts:	TCRC Service Coordinator:
Upon receipt of referral, will immediately give to parent: <ul style="list-style-type: none"> • Notice of Special Education Referral 	During Intake Interview, will ask parent for permission to give Intake Interview information to the School District so district can consider initiating immediate assessment for special education eligibility.
Within 15 days, will give parent either: <ul style="list-style-type: none"> • Assessment Plan (or) • Prior Written Notice 	If parent consents, will obtain signature to exchange information with school district on the Parent Consent form
	Will send Intake Referral to School District to include: <ul style="list-style-type: none"> • Referral Cover Sheet • Early Start Inquiry • Early Start Intake Interview Worksheet • Parent Consent form

VC SELPA School Districts:	TCRC Service Coordinator:
<p>(If assessment) Complete assessment and hold IEP within 60 days but no later than the 3rd birthday (whichever comes first)</p> <p>Will attend Initial/ IFSP if Early Start eligible, when possible.</p> <p>Will respond to referral as follows:</p> <ul style="list-style-type: none"> • If School District did not initiate assessment, will respond with a Notice of Special Education Referral with either an Assessment Plan or Prior Written Notice within 15 days. • If School District is in the process of assessment, will consider Early Start assessment information with district assessment data • If School District already found child eligible and IEP offered, no further steps to be taken • If School District assessed and did not find child eligible, district determines whether to initiate a new Assessment Plan, or to send Prior Written Notice based on School District and Early Start assessment findings. <p>In all the above cases, School District must complete process no later than the child's third birthday</p>	<p>If child is found Early Start eligible:</p> <p>Will invite School District to Initial IFSP</p> <p>At the Initial IFSP, will make either a standard referral or "Notification Only" referral to the School District, per parent request</p> <p>Will refer to TCRC clinical team for consideration for Regional Center eligibility at age 3</p>

For initial inquiries received by TCRC 45 days or less before the child's 3rd birthday

VC SELPA School Districts:	TCRC Service Coordinator:
<ul style="list-style-type: none"> • School district will send Notice of Special Education Referral immediately • Within 15 days, will send to 	<ul style="list-style-type: none"> • Will immediately send a referral to school district with parent permission to include: <ul style="list-style-type: none"> • Referral Cover Sheet • Early Start Inquiry (with evidence of

VC SELPA School Districts:	TCRC Service Coordinator:
<p>parents either:</p> <ul style="list-style-type: none"> • Assessment Plan • Prior Written Notice • If Assessment is initiated, assessment will be completed and IEP meeting held within 60 days. Allowable interruptions include school holidays in excess of 5 days and breaks between regular school sessions. 	<p>Parent Consent).</p> <ul style="list-style-type: none"> • Will refer to TCRC Intake Coordinator to initiate assessment for eligibility at age 3, if appropriate.

Copies of the booklet, “What’s Next After Early Start?” (*Appendix “I”*) will be provided at the transition IFSP and translation in the native language of the family will be provided by the agency responsible for transition, unless clearly not feasible. See Transition Timeline (*Appendix “J”*).

I. Service Coordination

Service Coordination is a required early intervention service. Service Coordination includes obtaining assessments and medical records to be used in the development of the IFSP. The Service Coordinator is responsible for facilitating and coordinating the provision of appropriate services to meet the child’s and family’s needs as specified in the IFSP. In addition, the Service Coordinator closely monitors the child’s progress toward outcomes through collaboration with providers and periodic review of the IFSP and takes the lead in assisting the family in transition out of the Early Start program. The Service Coordinator works with the family to inform them of relevant services and assists with understanding and accessing procedural safeguards and sources for advocacy.

In addition, the Service Coordinator coordinates services with other agencies, including but not limited to CCS, Early Head Start, Public Health, Children and Family Services, Hearing Conservation, First 5, Behavioral Health, or medical providers.

The Service Coordinator will assist the family in identifying any public or private sources of funding to be used in accessing Early Start services. This may include medical insurance and other publicly available resources.

VCSELPA will be Service Coordinator for all children who are solely low incidence. TCRC will be Service Coordinator for all other eligible children.

VI. PROCEDURAL SAFEGUARDS

Parents will be given their rights at the Initial Intake Interview and at least annually thereafter and will be given their rights in case of denial of service or other dispute. Both parties will abide by the Procedural Safeguards as outlined in the Federal Law and accompanying regulations. See (*Appendix “K”*) – “Parents’ Rights and Responsibilities in the Early Start Program under IDEA” and (*Appendix “L”*) – “Early Start Compliance

Complaints Process.” For dually served children, the district shall be responsible for resolving disputes regarding special education and related services (*Appendix “B”*) and TCRC shall be responsible for resolving disputes regarding other Early Start services (*Appendix “A”*).

If the parent is in disagreement about eligibility or Early Start services proposed or provided by either agency, they shall be assisted in filing for Due Process if requested. The person contacted by the family to express their concerns will assist the family in understanding the range of options in Due Process and initiating it if requested. The Due Process complaint will be filed with the Office of Administrative Hearings. Mediation can be requested as a first option for resolution of a dispute or during a complaint or due process hearing process.

If the parent alleges a violation of the law (i.e.: timeline, provision of services), the parent will be assisted in filing a Complaint with the Department of Developmental Services.

In the transition between Part C and Part B, if the parent alleges the school district is violating the timeline for assessment, a complaint will be filed with the California Department of Education. In cases where special education and related services are under dispute, the TCRC Service Coordinator shall assist the family in exercising their Due Process rights and shall maintain a neutral position while assisting the family to reach resolution with school district personnel.

VII. SURROGATE PARENTS

For Solely Low Incidence children, a surrogate parent will be appointed by the district when a parent cannot be identified; or after reasonable effort, the whereabouts of a parent cannot be discovered; the infant/toddler is a ward of the Court; and/or, the family’s educational rights have been removed by a court of law. A surrogate parent may represent a child in all matters related to the evaluation and assessment of a child, the development and implementation of the child’s IFSP and periodic reviews, and the ongoing provision of early intervention services. See (*Appendix “M”*)

For children served solely by the Regional Center, or for dually served children, the Tri-Counties Regional Center will be responsible for determining status of parents’ educational rights and working with Human Services Agency to encourage the courts to remove the educational rights and/or temporarily assign Educational Rights to a surrogate.

VIII. DISPUTE RESOLUTION

TCRC and VCSELPA agree to work cooperatively to minimize interagency disputes. When such disputes occur, both agencies will seek a speedy resolution.

Nothing in these dispute resolution procedures precludes a parent or agency from initiating due process or complaint procedures.

TCRC and VCSELPA agree to the principles and steps listed below to resolve disputes:

- A. Any disputes between agencies will not be conducted in the presence of the family. The first attempt will be for professionals to discuss their concerns privately with each other.
- B. Any concerns about a vendor or a contractor will be referred to the contracting agency.
- C. Every attempt will be made to resolve the dispute at the lowest possible administrative level. Concerns about SELPA staff will be referred to the SELPA Director and concerns about TCRC staff will be referred to the Early Start Manager.
- D. When TCRC and VCSELPA have a dispute that cannot be resolved between them, they will request technical assistance from DDS and/ or CDE
- E. If resolution cannot be reached within 60 calendar days, the issue will be referred to DDS and CDE for a state-level review and resolution.
- F. The state-level review will be conducted jointly by DDS and CDE and a decision rendered in 60 calendar days of receipt of the referral.

IX. STATUS OF SERVICE DURING A DISPUTE

During the pendency of a dispute between TCRC and VCSELPA, a child must continue to receive the early intervention services specified in the IFSP by the agency currently providing services.

X. INTERAGENCY COORDINATION

TCRC's Early Start Managers and VC SELPA's Director will participate in regular meetings of the Ventura County Early Start Interagency Coordinating Council (ICC). This forum will be used to share information regarding agency procedures, funding concerns, planning interagency training, and other matters that may affect services to eligible infants and toddlers and their families. The forum also may be used for discussions regarding new and/or needed resources and identification of gaps in services. Participation of all 6 agencies required by California Government Code, Title 14, Chapter 3 shall be solicited (State Department of Developmental Services, State Department of Education, State Department of Health Care Services, State Department of Social Services, State Department of Mental Health, State Department of Alcohol and Drug Programs).

VCSELPA agrees to perform all the administrative functions of convening the ICC meetings (including agendas, minutes, etc.) and TCRC will be responsible for the administrative functions of the Early Start staff meetings. Both agencies plan and implement together the meetings for transition from Early Start to school age. ("C meets B").

Through participation in the ICC, VCSELPA and TCRC will support the activities of an

Early Start Personnel Development Committee. TCRC and VCSELPA agree to send a representative to the Personnel Development Committee meetings, as appropriate. The purpose of the committee will be to share and disseminate to the Early Start community information regarding appropriate trainings available for families and professionals. The committee will also consider sponsoring trainings on a cost-recovery basis based on local needs of families and professionals.

Both agencies also agree to support the activities of an Early Start Public Outreach Committee, and agree to send a representative. The Public Outreach Committee will undertake responsibilities of required public awareness and child-find activities. SELPA will send copies of Child Find brochures to all SELPA schools and public libraries twice yearly. TCRC will be responsible for yearly dissemination to all physicians and health clinics, using the "Early Start outreach" list.

Both agencies agree to have regular full Early Start staff (VCSELPA and TCRC) meetings including Family Resource Center to discuss interagency issues of service coordination and delivery.

Each agency will participate in annual input in the development of the Family Resource Center plan.

XI. TERMS OF AGREEMENT AND REVIEW SCHEDULE

This agreement will be in effect upon approval of both agency's governing boards. The agreement will be reviewed by December 1st each year thereafter and will remain in effect barring the need for substantial modifications. TCRC Director of Services and Supports and VCSELPA's Director of Personnel Development will initiate the annual review of this agreement.

XII. INTERAGENCY AGREEMENT APPROVAL

This agreement shall be in effect from August 2017, or the effective date of approval by the signatures, whichever occurs first, and shall be effective until changed by mutual agreement.

The agreement conforms to implementations of Part C of the Individuals with Disabilities Education Act.

Omar Noorzad, PhD
Executive Director
Tri-Counties Regional Center

Date: _____

Dr. Trudy Arriaga
Chair, Superintendent's Policy Council
Ventura County SELPA

Date: _____

Mary E. Samples, Assistant Superintendent
Ventura County SELPA

Date: _____

The “payor of last resort” will be responsible for the following services if determined necessary as per IFSP.

Early Intervention Services-Part C (34 CFR 303.12)

Required

- Assistive Technology
- Audiology
- Family training, Counseling and Home Visits
- Health Services
- Medical Services only for Diagnostic or Evaluation Purposes
- Nursing Services
- Nutrition Services
- Occupational Therapy
- Physical Therapy
- Psychological Services
- Service Coordination
- Social Work Services
- Special Instruction
- Speech-Language Pathology
- Transportation to a required early intervention service
- Vision Services

For “Dually Served” children, the district will be responsible for the following Special education and related services, as determined by need as specified on the IFSP.

Related Services – Part B (34 CFR 300.13) (as it read on April 1, 1986) EC 56426.3

- Audiology
- Counseling Services
- Early Identification
- Medical services (for diagnostic or evaluation purposes)
- Occupational Therapy – consultation only
- Parent Counseling and Training
- Physical Therapy – consultation only
- Psychological Services
- Social Work Services in Schools
- Speech Pathology
- Transportation
- Specialized Instruction

The following documents are available regarding the Early Start Program.

- “Can Your Baby Benefit from Early Intervention Services?” Brochure (English and Spanish)
- “What’s Next After Early Start?” Booklet (English and Spanish)
- “All About Me” Family Resource Notebook (English and Spanish)
- “Community Resources for Families of Young Children” Booklet (English and Spanish)
- “Sensory Issues and Needs of Children in Early Start” Brochure (English and Spanish)

Contact your Early Start Service Coordinator for any of the above documents.



State Agencies for

EARLY START:

California Department of Education

P. O. Box 944272
Sacramento, CA 94244-2720

Phone: 916-445-4613
Email: www.cde.ca.gov

California Department of Developmental Services

P. O. Box 944202
Sacramento, CA 94244-2020

Phone: 800-515-BABY
Email: www.dds.ca.gov

**The Ventura County
SELPA**

www.vcselpa.org

**EARLY START
PROGRAM**

School-based infant services
for children 0-3 with special
needs

*Emily Mostovoy-Luna,
Assistant Superintendent*

*Yanka Ricklefs
Director, Personnel
Development*

5100 Adolfo Road
Camarillo, CA 93012
(805) 437-1560



*Funded by the Individuals with
Disabilities Education Act*



Services provided by school-based infant programs are determined by the

Individual Family Service Plan (IFSP) Process

The process includes intake, assessment and program planning based on family strengths and needs.

Children with the following disabilities may be eligible:

- Developmental delays
- Established risk for developmental delays

The initial referrals are made to the Tri-Counties or North Los Angeles County Regional Center. The schools serve **all** children with only these disabilities:

- Deafness/hard of hearing
- Visually impaired
- Severe orthopedic impairments

The schools provide all Early Start services for these children.

The Schools will “**dually serve**” children with Tri-Counties Regional Center according to the following priorities *up to* funded capacity:

- Children who need vision or hearing services
- Children with CA Children Services - MTU eligible diagnoses
- Children with multiple handicaps especially cognitive impairments

The schools will provide special education and related services for these children. The Regional Center provides other Early Start services.

Family Supports

Rainbow Family Connection — (805) 485-9643
2401 E. Gonzales Rd., STE 100
Oxnard, CA 93036



School-based infant services are provided by a transdisciplinary team.

Services are provided in the home, community and play group settings. Professionals collaborate with families and each other to provide integrated services in natural environments.

There are four School District Geographic Teams which serve children from Ventura County and the Las Virgenes Unified School District

Oxnard Region — (805) 385-1501

Amelia Sugden —*Director of Special Services*

Nathaly Gonzalez — *Early Childhood Special Educator*

Sofia Ramirez —*Early Childhood Special Educator*

Ventura Region — (805) 672-2705 ext. 2213

Marcus Konantz — *Executive Director of Special Education*

Kelly McNelis-Schroeder—*Program Specialist, Early Intervention Center*

Karly Stern, M.A.— *Early Childhood Special Educator*

Conejo Region — (805) 497-9511, ext. 221

Lisa Miller — *Assistant Superintendent, Student Support Services*

Erika Johnson—*Director, Special Education*

Julie Raplere— *Early Childhood Special Educator*

Simi Region — (805) 520-6619

Sean Goldman — *Assistant Superintendent, Special Education*

Keisha Carroll, M.A.—*Early Childhood Special Educator*

Rama Dasu, M.A.— *Early Childhood Special Educator*



Los siguientes documentos están disponibles referente al programa de Comienzo Temprano.

- “¿Puede Su Bebé Beneficiarse de los Servicios de Intervención Temprana?” Folleto (inglés y español)
- “¿Qué Sigue Después del Comienzo Temprano?” Libro (inglés y español)
- “Todo Referente a Mí” Libreta de Recursos para la Familia (inglés y español)
- “Recursos Comunitarios para Familiares de Pequeños” Libro (inglés y español)
- “Cuestiones Sensoriales y Necesidades de Niños en Comienzo Temprano”, Folleto (inglés y español)

Comuníquese con su coordinador de servicios de Comienzo Temprano para cualquier de los documentos de arriba.



Agencias estatales para

COMIENZO TEMPRANO:

Departamento de Educación de California

P. O. Box 944272
Sacramento, CA 94244-2720

Teléfono: 916-445-4613
Corre electrónico: www.cde.ca.gov

Departamento de Servicios de Desarrollo de California

P. O. Box 944202
Sacramento, CA 94244-2020

Teléfono: 800-515-BABY
Correo electrónico: www.dds.ca.gov

SELPA **del condado de Ventura**

www.vcselpa.org

PROGRAMA DE COMIENZO TEMPRANO

Servicios infantiles de base escolar para pequeños de 0-3 con necesidades especiales

Emily Mostovoy-Luna,
Superintendente Auxiliar

Yanka Ricklefs
Directora, Desarrollo Personal



5100 Adolfo Road
Camarillo, CA 93012
(805) 437-1560

Financiado por el Acta Educativa para Individuos con Incapacidades



Los servicios proveídos por programas infantiles a base de escuela son determinados por el Proceso del Plan Individual de Servicio Familiar (IFSP).

El proceso incluye admisión, evaluación y planificación del programa basado en fortalezas y necesidades de la familia .

Pequeños con las siguientes incapacidades pueden ser elegibles:

- Retrasos del desarrollo
- Riesgo establecido para retrasos del desarrollo

Las referencias iniciales son hechas al Centro Regional de los Tres Condados o al Noreste del Condado de Los Angeles. Las escuelas sirven a **todos** los niños con sólo estas incapacidades:

- Sordera/duro de oído
- Deficiencia Visual
- Deficiencias ortopédicas severas

Las escuelas proporcionan todos los servicios de Comienzo Temprano para estos niños.

Las escuelas "**servirán a duo**" con el Centro Regional de los Tres Condados a los pequeños según las prioridades siguientes hasta la capacidad financiada:

- Pequeños que necesitan servicios de la visión u oído
- Los niños inscritos con CA Children Services - con diagnósticos elegibles en el MTU
- Pequeños con múltiples desventajas especialmente impedimentos cognitivos

La escuela proporcionará la educación especial y servicios relacionados para estos niños. El Centro Regional proporciona otros servicios de Comienzo Temprano.

Apoyo Familiar

Rainbow Family Connection — (805) 485-9643
2401 E. Gonzales Rd., STE 100
Oxnard, CA 93036

Los servicios infantiles de base escolar son proporcionados por un equipo trans-disciplinario.

Los servicios son proporcionados en los ajustes del hogar, la comunidad y guardería. Los profesionistas colaboran con las familias y entre sí para proporcionar servicios integrados en ambientes naturales.



Hay cuatro equipos geográficos de los distritos escolares que sirven a pequeños en el condado de Ventura y el distrito unificado escolar de Las Virgenes.

Región de Oxnard — (805) 385-1501

Amelia Sugden— *Director del Programa del Inicio Temprano*

Nathaly Gonzalez— *Educadora especial en la niñez prematura*

Sofía Ramirez
— *Educadora especial en la niñez prematura*

Región de Ventura — (805) 672-2705 ext. 2213

Marcus Konantz— *Directora de Apoyos y Servicios Especializados a Estudiantes*

Kelly McNelis Schroeder— *Especialista del programa del Inicio Temprano*

Karly Stern, M.A.— *Educadora especial en la niñez prematura*

Región de Conejo —(805) 497-9511, ext. 221

Erika Johnson — *Directora en la Educación Especial*

Julie Raplere—*Coordinadora del Programa del Inicio Temprano*

Región de Simi — (805) 520-6619

Sean Goldman — *Director en la Educación Especial*

Keisha Carroll, M.A.; Rama Dasu, M.A.— *Educadoras Especiales en la Niñez Prematura*





PRIMARY REFERRAL SOURCE

Primary Referral Source

Name: _____

Agency: _____

Telephone: (____) _____

Name of Infant: _____

Date of Birth: _____

Parents: _____

Street Address: _____

City and Zip Code: _____

Telephone: (____) _____

My signature below indicates that the brochure, "COULD YOUR BABY BENEFIT FROM EARLY INTERVENTION SERVICES?" was given to me and explained to me by the person whose name is above.

(Check one)

- ☐ I will call for a referral right away.
- ☐ I would like the person above to make the referral call for me. My signature authorizes the person to provide information about my child to Ventura County Early Start.
- ☐ I do not wish to make a referral now, but I understand I may call at any time.

Signed: _____ (parents)

Date: _____

Primary Referral Source retains this portion.



PARENT'S RECORD

Name of person who gave you this brochure: _____

Agency: _____

Telephone: _____

Date: _____

Decision made by me:

- ☐ Call for a referral right away.
- ☐ The person above will call for me.
- ☐ I do not wish to make a referral right now but I understand I may call at any time.

Whether or not you would like a referral, if you would like to talk with another parent of a child with special needs, call **Rainbow Connection Family Resource Center** at 1-800-332-3679 or (805) 485-9643.

If you have questions or concerns about the Early Start Program. Call (805) 485-3177 Ext. 0.

Quarterly Meetings about Early Start:

ICC in Partnership with Help Me Grow
c/o Ventura County SELPA
5100 Adolfo Road, Camarillo, CA 93012
(805) 437-1560 Fax: (805) 437-1599
www.vcselpa.org

This program mandated by:
Individuals with Disabilities Education Act (IDEA) - PL-108-446



SERVICES

Types of services which may be appropriate may include, but are not limited to:

Infant Services

- ☺ Developmental Intervention
- ☺ Hearing and Vision Services
- ☺ Speech and Language Development
- ☺ Occupational or Physical Therapy
- ☺ Behavioral Consultation
- ☺ Oral Motor Development
- ☺ Group Services
- ☺ Home-based Services

Family Services

- ☺ Parental support and counseling
- ☺ Assistance with referrals to other social services
- ☺ Assistance with entry into appropriate educational programs at age 3

Families who have health insurance may be required to use their benefits (including any necessary co-payments) for some therapies.

VENTURA COUNTY
EARLY START

*Program for Infants and
Toddlers (from birth up to 36
months) and their families*

COULD YOUR BABY BENEFIT
FROM EARLY
INTERVENTION SERVICES?

Services available to the infant and family are coordinated in cooperation with community agencies, including the infant development programs, Children's Medical Services, intensive care nurseries, Tri-Counties Regional Center, Ventura County Special Education Local Plan Area, Behavioral Health and Public Health Departments. The project coordinates the skills of community professionals and works with the family in providing a comprehensive, individual plan for services.



YOUR BABY'S DEVELOPMENT

The age span at which children develop can vary among individuals. However, if you, your doctor, or another person is concerned about any of the areas listed below, you might want to consider a referral for Early Intervention Services.

Social - emotions, behavior with others

Self-Help - activities of daily living

Physical - vision, hearing and gross/fine motor

Communication - pre-speech, speech and language

Cognitive - thinking and problem-solving

To be eligible for Early Start, a child must have one of the following:

- Developmental Delays (or)
- A condition known to cause a developmental delay

**WE CAN HELP
YOU GET STARTED**



HOW TO MAKE A REFERRAL FOR EARLY INTERVENTION SERVICES... AND THEN WHAT?

YOUR FIRST CALL SHOULD BE TO:

If you live in Ventura County: Early Start Intake Representative, Tri-Counties Regional Center, at (805) 485-3177 ext 0, or at 1-800-664-3177.
www.tri-counties.org

If you live in North Los Angeles County: Early Start Intake Representative, North Los Angeles County Regional Center, at (818) 778-1900.

1. The Intake Representative will ask you some questions about your child, so it will be helpful to have family records at hand.
2. Within a few days, you will receive a letter indicating the name of the service coordinator who will be your contact person for the next 45 days. You may call this person at anytime if you have concerns.
3. Next, an appointment will be made for a visit in your home, or at another location as you choose.
4. The Service Coordinator & possibly another specialist will meet with you to discuss your concerns and priorities for your child. The Coordinator will also spend some time with your child to determine his/her strengths and needs. It will help the eligibility process to have your child's medical records and other documents available.
5. If your child is found eligible for Early Start services, all the possible services will be explained to you. You and your Service Coordinator will plan for your Individualized Family Service Plan (IFSP) Meeting - (who to invite, services to be considered, etc.). You will decide on a place and time to hold the IFSP.
6. If your child is eligible, within 45 days of your call, the IFSP Meeting will be held. We will work with you to develop a plan for services for your baby that fits your family's needs.
7. Services begin as soon as possible. Your Service Coordinator will be your main contact for updates and changes in your baby's program. If at any time you choose not to continue services, just let us know.
8. If your child is determined to be not eligible for Early Start services, you will receive written notice. The notice will include your rights to appeal the decision.





FUENTE DE REFERENCIA PRIMARIA

Recurso Principal de Referencia:

Nombre: _____

Agencia: _____

Teléfono: (____) _____

Nombre del Infante: _____

Fecha de Nacimiento: _____

Padres: _____

Domicilio de Residencia: _____

Ciudad y Código: _____

Teléfono: (____) _____

Mi firma debajo indica que el folleto, “¿PUEDE SU BEBE BENEFICIAR DE SERVICIOS DE INTERVENCION TEMPRANA?” me fue dado a mi y explicado por la persona mencionada arriba.

(Marque Uno),

- ☐ Yo llamare inmediatamente para una referencia.
- ☐ Me gustaría que la persona mencionada arriba me haga la llamada de referencia. Mi firma autoriza para que la persona provee información acerca de mi niño(a) al Programa Comienzo Temprano del Condado de Ventura.
- ☐ No quiero hacer una referencia por el momento, pero comprendo que puedo llamar a cualquier hora.

Firma: _____ (padres)

Fecha: _____

Recurso Principal de Referencia se queda con esta porción.



REGISTRO DE PADRES

Nombre de la persona que le dic este folleto:

Agencia: _____

Teléfono: _____

Fecha: _____

Mi decisión:

- ☐ Llamar inmediatamente para una referencia.
- ☐ La persona mencionada arriba me hará la llamada.
- ☐ No quiero hacer una referencia por el momento, pero comprendo que puedo llamar a cualquier hora.

Ya sea que quiera o no una referencia, si usted le gustaría hablar con otro padre de un niño(a) con necesidades especiales, llame a Rainbow Connection (Conexión de Rainbow) al 1-800-332-3679 o al (805) 485-9892.

Si tiene preguntas o dudas acerca del Programa del Comienzo Temprano llame al (805) 485-3177 Ext. 0. Reuniones trimestrales de comunicación sobre el Comienzo Temprano: Grupo de Coordinación de Interagencia Local c/o El Condado de Ventura SELPA, 5100 Adolfo Road, Camarillo, CA 93012, (805) 437-1560

Este programa está bajo mandato por: Acta Educativa para Individuos con Deshabilidades (IDEA) - PL-108-446.



SERVICIOS

Los tipos de servicios que pueden ser apropiados puede incluir, pero no están limitados a:

Servicios para Infantes

- ☺ Intervención de desarrollo
- ☺ Evaluación de audición y vista
- ☺ Desarrollo de habla y lenguaje
- ☺ Terapia física e ocupacional
- ☺ Consultas de comportamiento
- ☺ Desarrollo de motores orales
- ☺ Servicios de grupos
- ☺ Servicios de programas-en-el-hogar

Servicios para la Familia

- ☺ Apoyo paternal y consejería
- ☺ Asistencia con referencias a otros servicios sociales
- ☺ Asistencia para entrar a Programas Educativos Apropriados a la edad de 3 años.

Las familias que tienen seguro médico se les puede requerir que utilicen sus beneficios (incluidos los pagos necesarios) para algunas terapias.



PROGRAMA COMIENZO TEMPRANO DEL CONDADO DE VENTURA



Un Programa para Infantes y Niños (nacimiento hasta los tres años) y sus Familias

¿PUEDE SU NIÑO BENEFICIAR DE SERVICIOS DE INTERVENCION TEMPRANA?



Los servicios que están disponibles para el infante y su familia son coordinados en cooperación con agencias de la comunidad, incluyendo los programas del desarrollo infantil, Servicios Médicos de Niños, enfermería de cuidado intensivo, Centro Regional de los Tres Condados, Area del Plan Local del Condado de Ventura, Salud Mental, y Departamentos de Salud Publica. El Proyecto coordina las habilidades de los profesionales de la comunidad y trabaja con la familia para proveer un plan de servicios comprensivos e individual.



EL DESARROLLO DE SU BEBE

La edad del cual su niño(a) se desarrolle puede variar entre individuos de la misma edad. Sin embargo, si usted, o su doctor, u otra persona este preocupado sobre algunas de las áreas descritas abajo, quizá usted quiera considerar hacer una referencia a los Servicios de la Intervención Temprana.

Social - Emociones, comportamiento

Ayuda Propia - Actividades de la vida diaria

Físico - Visión, audición y motricidad gruesa/ fina

Comunicación - Habla, habla y lenguaje

Cognitivo - El pensar y poder resolver problemas

Para ser elegible para el Comienzo Temprano, un niño debe tener uno de los siguientes:

- Retrasos en el desarrollo (o)
- Una condición conocida que causa un retraso en el desarrollo

PODEMOS AYUDARLE A EMPEZAR



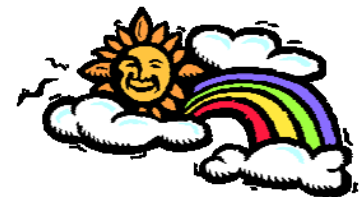
COMO HACER UNA REFERENCIA PARA LOS SERVICIOS DEL COMIENZO TEMPRANO...Y LUEGO QUE?

SU PRIMERA LLAMADA DEBE SER:

Si vive en el condado de Ventura: Al Representante que toma los documentos para el Comienzo Temprano del Condado de Ventura, El Centro Regional de los Tres Condados, al (805) 485-9892, o al 1-800-664-3177. www.tri-counties.org

Si vive en el condado de Los Angeles: Al Representante que toma los documentos para el Comienzo Temprano, Centro Regional del Condado de Los Angeles , al (818) 778-1900.

1. El/la representante le preguntará algunas preguntas sobre su hijo/a, por eso es muy importante tener la información de la familia a mano.
2. Dentro de algunos días, usted recibirá una carta indicando el nombre de su Coordinador(a) de Servicios quien será su contacto para los 45 días que sigue. Usted puede comunicarse con esta persona a la hora que sea si tiene alguna pregunta.
3. A continuación, se hará una cita en su hogar o en algún otro lugar, como usted decida.
4. El Coordinador(a) de Servicios y posiblemente otro (a) especialista se reunirá con usted para discutir sus preocupaciones y prioridades de su hijo(a). El Coordinador(a) de Servicios también tomará tiempo con su hijo(a) para determinar sus habilidades y necesidades. Ayudara el proceso de elegibilidad si tiene los expedientes médicos de su hijo(a) y otros documentos disponibles.
5. Si su hijo(a) se encuentra elegible para servicios del Comienzo Temprano, se le explicará los servicios disponibles. Usted y su Coordinador(a) de Servicios planificarán su reunión del Plan de Servicios Familiar Individualizado (IFSP) - (a quien invitar, los servicios que podría considerar, etc.). Usted decidirá el lugar y la hora para tener su IFSP.
6. Si su hijo(a) se encuentra elegible, dentro de 45 días de su llamada, la reunión de su IFSP se llevará a cabo. Trabajaremos con usted para desarrollar un plan de servicios para su bebe basándose a las necesidades de su familia.
7. Los servicios empiezan lo más pronto posible. Su Coordinador(a) de Servicios será su contacto principal para estar al tanto de lo que este pasando y para cualquier cambio que haga en su programa. Si en cualquier momento usted escoge no continuar con los servicios, lo único que tiene que hacer es avisarnos.
8. Si se determina que su hijo(a) no es elegible para servicios del Comienzo Temprano, recibirá un aviso pro escrito. El aviso incluirá sus derechos de apelar la decisión.



Ventura County Early Start Program EARLY START INQUIRY

Initial Intake Date: _____		IFSP Due Date: _____		SSN# _____		UCI# _____		
Child's name: _____			Date of Birth: _____		Age: _____		Gender: _____	
Last		First		MI				
Mother/Guardian: _____			Maiden Name: _____		Father: _____			
Parent Consent to Referral: <input type="checkbox"/> Yes <input type="checkbox"/> No Do Parents live together? _____ Primary Language: _____ Interpreter? _____								
Mailing/Home Address: _____								
Phone: _____		Message Phone: _____		School District of Residence: _____				

Inquirer's Name: _____ Relationship to the Family: _____ Contact Phone: _____

Has applicant ever applied for services from any regional center? ☐ Yes ☐ No Where? _____

Primary physician: _____ Telephone: _____

Other agencies involved: _____ Medical Info Attached: _____

Parent was informed that Early Start is a partnership between DDS and Dept of ED and information will be shared between TCRC and the LEA, and parents agreed to proceed. ☐ Yes ☐ No

HISTORY AND CONCERNS:

Birthplace: _____ Hospital: _____ Gestational Age: _____ Birth weight: _____

Present weight: _____ Medications and Equipment: _____

Medical Confirmation/Diagnosis: _____ Specialist(s) Involved: _____

Developmental Concerns	Description of Concerns:
<input type="checkbox"/> Vision	
<input type="checkbox"/> Hearing * see checklist	
<input type="checkbox"/> Physical * see checklist	
<input type="checkbox"/> Self-Help * see checklist	
<input type="checkbox"/> Behavioral	
<input type="checkbox"/> Social	
<input type="checkbox"/> Communication	
<input type="checkbox"/> Cognitive	

Physical Checklist: (Circle all that apply): rolls tummy to back, sits unsupported, belly crawls, crawls, pulls to stand, cruises furniture, walks, grasps toy, releases toy

***Self Help Checklist** (Circle all that apply) : holds a bottle with both hands, finger feeds, drinks from open cup, uses a spoon to feed

***Newborn Hearing Screening Passed:** ☐ Yes ☐ No

Inquiry taken by: _____ Phone #: _____ Ext: _____

Regional Center Service Coordinator assigned: _____ Phone #: _____ Ext: _____

Date of follow up – phone call to family (if appropriate): _____ How did you hear about Early Start: _____

Actions taken: ☐ Appears SLI-sent to LEA ☐ Faxed to LEA for consideration for dual Date: _____

School District Response: _____ Possible Dates for Joint Intake: _____

LEA Early Start Coordinator:	LEA Response Date:
<input type="checkbox"/> Yes- agree to serve as SLI (Pending evaluation results)	<input type="checkbox"/> No- does not appear appropriate for dual/no available openings at this time
<input type="checkbox"/> Yes- agree to dual intake	<input type="checkbox"/> No- reconsider at later date when more information is available
Concerns/ Need More Info: _____	

Ventura County EARLY START PROGRAM TRANSITION PLAN

This form is used to facilitate discussion of each child's unique needs and to review options for services that may be necessary and appropriate when the child turns age three. (Esta forma es utilizada para facilitar información acerca de las necesidades individuales de cada niño/a y para discutir opciones de servicios que sean necesarias y apropiadas cuando el hijo/a cumpla tres años de edad).

Date/Fecha _____		DOB/FDN: _____		UCI #: _____		SSN#: _____	
Child's Name/Nombre del hijo/a: _____				<input type="checkbox"/> Male/Masculino		<input type="checkbox"/> Female/Femenino	
Address/Domicilio: _____							
Phone/Numero telefónico: _____				Alternate phone/Numero alterno: _____			
Parent/Guardian/Surrogate/Padres/Guardián/Padre de crianza: _____							
Home Language/Idioma de la familia: _____				School District/Distrito Escolar: _____			
Service Coordinator/Agency/Coordinador de Servicios/Agencia: _____				Phone/teléfono: _____			
Transition booklet provided/Folleto de transición proveído: <input type="checkbox"/> Yes <input type="checkbox"/> No Date of Initial IFSP/Fecha del plan inicial: _____							
<input type="checkbox"/> Parent declined school district attendance at transition IFSP/Padre rechazo la asistencia del distrito escolar durante la reunión de transición.							

1. Summary of child's progress/Resumen del progreso del hijo/a: _____

2. Areas of concern related to your child's development/Las áreas de preocupación con respecto al desarrollo su hijo/a: _____

3. Special health care needs (medications, equipment, vision and hearing)/necesidades medicas (medicamentos, equipo medico, visión y audición): _____

4. What are your plans to continue supporting your child's development after the Early Start program ends?
 /¿Cuales son sus planes para continuar apoyando el desarrollo de su niño/a después de que el programa del Comienzo Temprano termine?

5. Program options described/discussed: eg: community programs, public school, etc./Opciones de programas descritas/discutidas, por ejemplo: programas de la comunidad, escuelas publicas, etc. :

Does family want a referral for consideration for special education eligibility at age 3? / ¿La familia quiere una referencia para considerar elegibilidad de servicios especiales a la edad de 3 años?

- ☐ Yes Si Complete box (See #6)/Complete la caja (vea #6)
- ☐ No No Family was notified that Regional Center is obligated under 34 CFR 303.209(b) to provide identifying information only to the school district no later than 90 days prior to child's 3rd birthday/La familia fue notificada que el Centro Regional esta obligado bajo el reglamento 34 CFR 303.209(b) a proveer información de identificación solo al distrito escolar a mas tardar 90 días antes del 3er cumpleaños de su hijo/a.

6. Based on the areas of concern described in question #2, what are the potential areas of assessment for school district to consider?/Basado en las áreas de preocupación descritas en la pregunta #2, ¿cuales son las posibles áreas de evaluar para que el distrito escolar considere?

School District/distrito escolar _____ Contact person/persona a quien contactar: _____

Phone/teléfono: _____ Email address/correo electrónico: _____

☐ Referral to school district made today/Referencia al distrito escolar hecha hoy día: _____

☐ Referral to be sent to school district no later than/Referencia al distrito escolar se enviara a mas tardar: _____

Individualized Education Program (IEP) team meeting to review assessment results and discuss special education eligibility to be held by (no later than 3rd birthday/La reunión del plan individualizado de educación (IEP) para repasar los resultados de la/s evaluación/es y discutir la elegibilidad para el programa de educación especial se realizara (a más tardar el 3er cumpleaños): _____

Anticipated times when family/child may not be available/Tiempo anticipado cuando la familia/o el niño/a no estarán disponibles: _____

Additional follow-up steps/Medidas de seguimiento adicionales: _____

7. Does the family want assessment for Regional Center eligibility at age 3? / ¿La familia quiere una evaluación de elegibilidad por medio del Centro Regional a los tres años de edad? ☐ Yes ☐ No

Potential Areas of assessment/Áreas potenciales a evaluar: _____

Who will contact parent/Quien contactara al padre: _____ Phone/telefono: _____ By When/Para cuando: _____

Individual Program Plan (IPP) meeting to be held by/Reunión del Plan Individualizado de Educación (IEP): _____

Additional follow-up steps/ Medidas de seguimiento adicionales: _____

8. **Agreement to proceed, please initial/** Acuerdo para proceder, por favor ponga sus iniciales:

_____ I have participated in developing this IFSP Transition Plan/He participado en el desarrollo de este Plan de Transición.

_____ I agree with the steps outlined in this plan/Estoy de acuerdo con los pasos descritos en este plan.

_____ I give my permission for the individuals and agencies indicated to carry out the plan with me/Doy mi permiso al personal y agencias indicadas para que sigan adelante con este plan conmigo.

_____ I give permission for the schools and Regional Center to share pertinent Early Start records, including assessments that are needed to consider school district eligibility as age 3/Doy permiso a las escuelas y al Centro Regional para que compartan información y evaluaciones que sean necesarias para determinar la elegibilidad de mi niño/a a la edad de 3 años.

_____ I understand that if I do not give permission, Regional Center is obligated under 34 CFR 303.209(b) to provide identifying information only to the school district no later than 90 days prior to my child's 3rd. birthday/Entiendo que si yo no autorizo, el Centro Regional esta obligado bajo el reglamento 34 CFR 303.209(b) a proveer información de identificación solo al distrito escolar a mas tardar 90 días antes del 3er cumpleaños de su hijo/a.

9. **Signed/Firma:**

Parent/Guardian/Surrogate Parent/Padre/Guadian/Padre de crianza: _____ Date/Fecha: _____

Regional Center Service Coordinator/Coordinador de Centro Regional: _____ Date/Fecha: _____

School District Representative/Representante del Distrito Escolar: _____ Date/Fecha: _____

☐ Present ☐ Participated via telephone

Participant/Participante: _____ Title/Agency/Titulo/Agencia: _____

Family would like a referral to Rainbow Connection Family Resource Center/La familia gustaría una referencia al Centro de Conexión de Recursos Familiares: ☐ Yes ☐ No

PLEASE INDICATE TYPE OF REFERRAL:

☐ **Standard Referral**

Attach:

* IFSP

* Progress notes

* Current assessments

* Transition plan

☐ **Notification only referral**

Attach:

* This cover sheet only

VENTURA COUNTY EARLY START PROGRAM

Referral from Early Start Program to
School District for
Special Education Assessment

From: Regional Center Office ☐ TCRC Oxnard ☐ TCRC Simi Valley ☐ North LA County

To: _____ School District: _____

Name of Child: _____

Date of Birth: _____

Name of Early Start Service Coordinator: _____

Family's primary language: _____

Interpreter needed? ☐ Yes ☐ No

Parent Name(s): _____

Address: _____

City: _____ Zip: _____

Home phone: _____ Cell phone: _____ E-mail address: _____

Did School District representative attend Transition IFSP?

☐ Yes Name: _____

☐ No explain why: _____

Date sent: _____

For School District use only: Date received: _____

PLEASE INDICATE TYPE OF REFERRAL PACKET:

☐ **Standard Referral**

Attach:

* IFSP

* Progress notes

* Current assessments

* Transition plan

☐ **Notification only referral**

Attach:

* This cover sheet only

☐ **Intake referral**

Attach:

*ES Inquiry

*ES interview

*Consent Form

☐ **Inquiry referral**

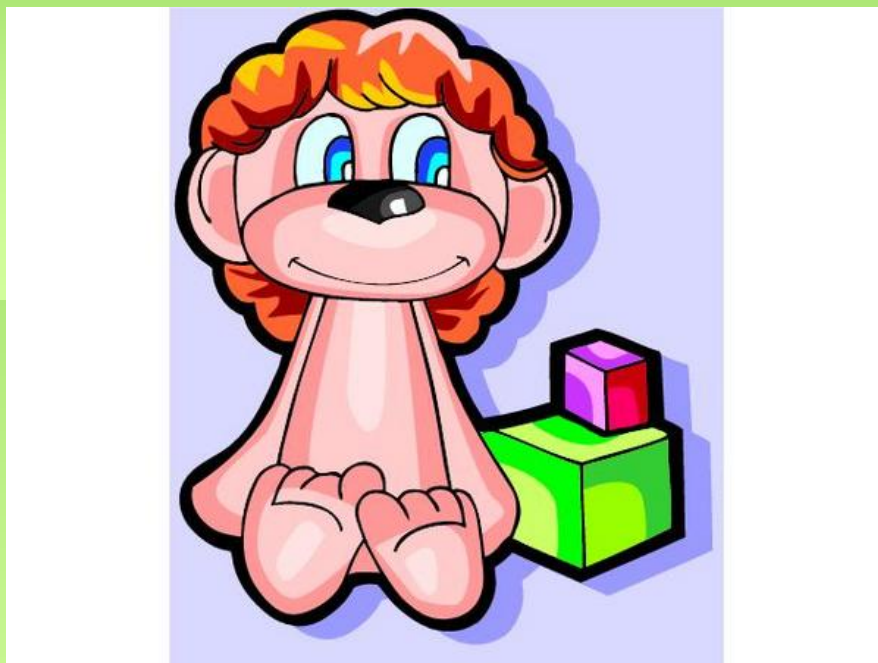
Attach:

* ES Inquiry

"WHAT'S NEXT AFTER EARLY START?"

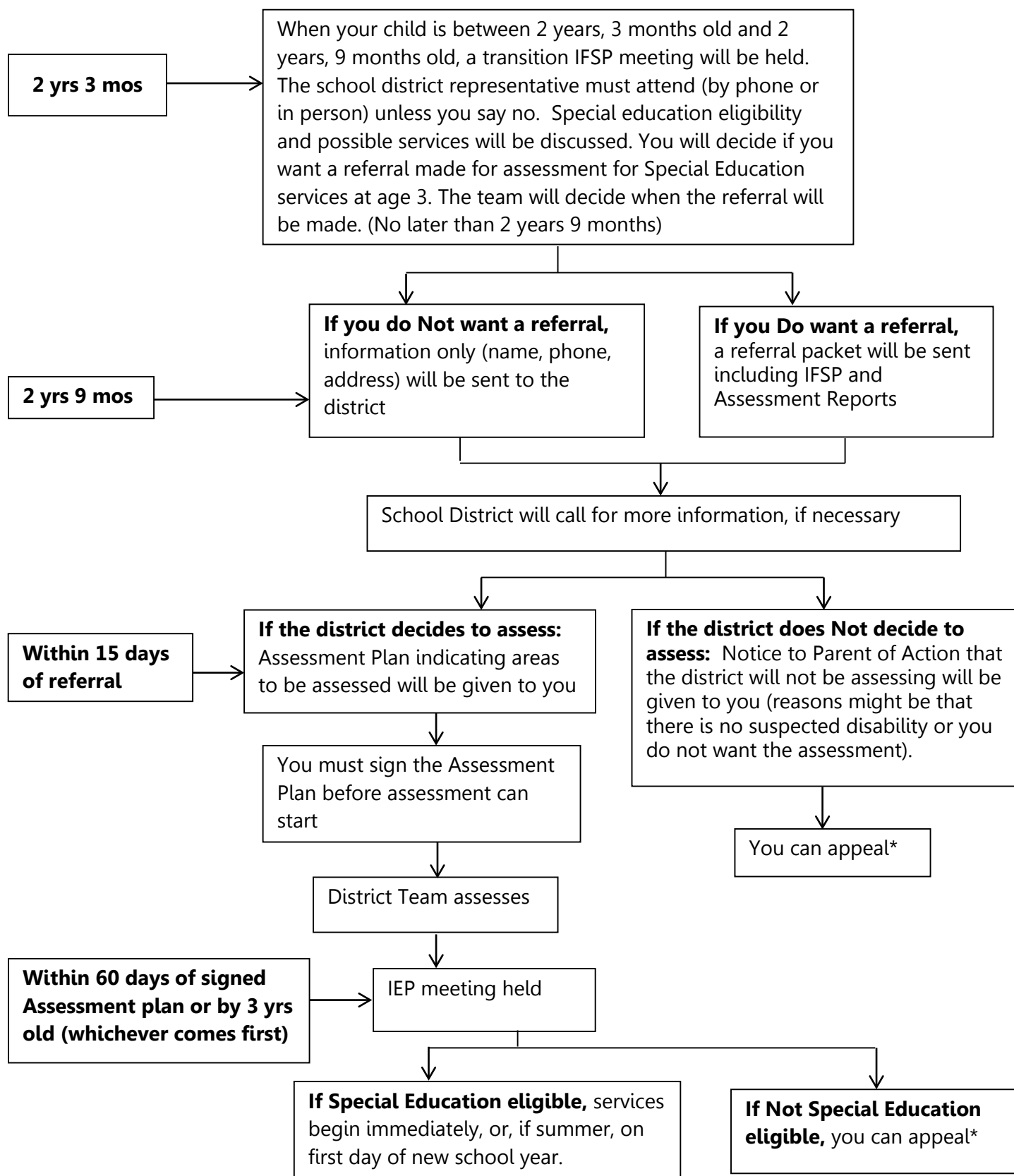
FOR YOUR CHILD WITH SPECIAL NEEDS

**A RESOURCE GUIDE TO THE TRANSITION PROCESS
WHEN YOUR CHILD IS TURNING THREE YEARS OLD**



**DEVELOPED BY
THE VENTURA COUNTY EARLY START PROGRAM
WWW.VCSELPA.ORG
2018**

Your Child's Transition from the Early Start Program to Public School Services



Confidentiality & Access to Records

Early Start records are an important source of information about your child. The information you provide to the regional center or local education agency (LEA) about your child and your family is confidential. Such information will only be shared with authorized persons involved in your child's services.

As a parent, * you have the right to

1. access records, including the right to have you or your representative examine and obtain copies of records relating to your child; *You may request that any regional center or LEA amend or remove information relating to your child from the records.* [CFR 303.402, CCR 52164, CCR 52168]

2. receive, within five days of your request, copies of records relating to your child and/or explanations that you request; [CCR 52164]
3. request a meeting with the director of the regional center or the superintendent of the LEA about information contained in the record; and [CCR 52168]
4. have personally identifiable information about your child maintained in a confidential manner and have its sources, access, uses, and policies for location, storage, disclosure, retention, and destruction explained to you per the Family Education Rights and Privacy Act. [CFR 303.401, CFR 303.460, CCR 52160, CCR 52162, CCR 52165, CCR 52169]

* Refer to CCR 52000(b)(36) for definition of parent.

Evaluation & Assessment

The determination of eligibility for Early Start in California includes a timely, comprehensive, multidisciplinary evaluation and assessment of every child under age three years who is suspected to be in need of early intervention services. If no parent or guardian is available or the child is a ward of the court, a knowledgeable surrogate parent who has no conflicting interest will be appointed. Procedural safeguards ensure that families are provided their rights under the law. [CFR 303.322, CFR 303.406, CCR 52082]

As a parent, you have the right to

1. be fully informed of your rights under Early Start; [CFR 303.403, GC 95020(c), CCR 52160, CCR 52161]
2. refer your child for evaluation and assessment, provide information throughout the process, make decisions, and give informed consent for your child's early intervention services; [CFR 303.401, CFR 303.404, CCR 52040(d)]
3. understand and provide voluntary written permission or refusal before the initial evaluation and assessments are administered; [CFR 303.405, CCR 52162]
4. participate in the initial evaluation and assessment process including eligibility determination; [CFR 303.322, GC 95020, CCR 52082, CCR 52084]
5. receive a completed initial evaluation and assessment within 45 days after the referral of your child to a regional center or an LEA; [CFR 303.321, CFR 303.322, CCR 52086]
6. participate in a meeting to share the results of evaluations and assessments; and [GC 95020(b)]
7. participate in all decisions regarding eligibility and services. [CFR 303.343, GC 95014(a), GC 95020(b), CCR 52082(a), CCR 52104]

The Individuals with Disabilities Education Act (IDEA) requires the following:

1. Evaluation and assessment materials are administered in the language of the parents' choice or other mode of communication, unless it is clearly not feasible to do so. [CFR 303.323, CCR 52084]
2. Evaluation and assessment procedures and materials are selected and administered so as not to be racially or culturally discriminatory. [CFR 303.323, CCR 52082]
3. Evaluation and assessment materials are appropriate to assess the specific areas of developmental need and are used for the specific purposes for which they were designed. [CFR 303.322, CCR 52082]
4. Evaluations and assessments are conducted by qualified personnel. [CFR 303.322, CCR 52082, CCR 52084]
5. Evaluations and assessments administered to children with known vision, hearing, orthopedic, or communication impairments are selected to accurately reflect the child's developmental level. [CFR 303.322, CCR 52082]
6. Evaluations and assessments are administered in the five developmental areas, which include physical development (motor abilities, vision, hearing, and health status); communication development; cognitive development; adaptive development; and social or emotional development. *Assessments and evaluations are ongoing while your child is in Early Start.* [CFR 303.322, CCR 52082, CCR 52084, CCR 52102]
7. Evaluations and assessments shall be conducted in natural environments whenever possible. [CCR 52082(i), CCR 52084(e)]
8. Pertinent records relating to your child's health status and medical history are reviewed. [CFR 303.322, CCR 52082]
9. No single procedure is used as the sole criterion for determining your child's eligibility for early intervention services. [CFR 303.323, CCR 52082]
10. Interviews to identify family resources, priorities, and concerns regarding the development of your child and your family's needs are voluntary. [CFR 303.322, CCR 52084, CCR 52106]

Individualized Family Service Plan

An individualized family service plan (IFSP) is a written plan for providing early intervention services to an eligible child and the child's family. For an infant or toddler who has been evaluated for the first time, a meeting must take place within 45 days of the referral to the regional center or LEA to share the results of the evaluation, to determine eligibility, and, for children who are eligible, to develop the initial IFSP. Evaluation results and determination of eligibility may be shared with families prior to the first IFSP meeting. [CFR 303.340, CFR 303.342, GC 95020(b), CCR 52100, CCR 52102]

A periodic review of your child's IFSP must take place at least every six months. A review may occur more frequently if there are any changes to the IFSP or if you request a periodic review with the regional center or LEA. The IFSP must also be reviewed annually to evaluate how your child is doing and to make any needed changes to the IFSP. [CFR 303.342, CCR 52102]

During the development and implementation of an IFSP, you have the right as the parent to

1. attend the IFSP meetings and participate in developing the IFSP; [CFR 303.343, CCR 52104]
2. invite other family members to attend IFSP meetings; [CFR 303.343, CCR 52104]
3. invite an advocate or persons other than family members to attend and participate in the IFSP meetings; [CFR 303.343, CCR 52104]
4. have a copy of the complete IFSP; [CFR 303.402, CCR 52102]
5. have the contents of the IFSP fully explained in the language of your choice; [CFR 303.342, CFR 303.403, CCR 52102]

6. give consent to services listed on the IFSP. *If you do not give consent to a service, it will not be provided. You may withdraw consent after initially accepting or receiving a service;* [CFR 303.342, CFR 303.404, CFR 303.405, CCR 52102]
7. have services provided in the natural environment or an explanation of why that is not possible; [CFR 303.12, CFR 303.344, CCR 52106]
8. exchange information about your child among other agencies; [CFR 303.460, CCR 52112, CCR 52169]
9. be notified in writing before any agency or service provider proposes or refuses to initiate or change your child's identification, evaluation, assessment, placement, or the provision of appropriate early intervention services to your child or your family. [CFR 303.403, CCR 52161]

The notice must contain:

- the action that is proposed or refused,
- reasons for the action, and
- all available procedural safeguards.

The notice must be presented in the language of your choice, unless it is clearly not feasible to do so, and may be translated so that you understand its contents.

[CFR 303.400 to 303.460, CCR 52161]

Mediation Conferences, Due Process Hearings, and State Complaints

In Early Start, parents have rights and protections to assure that early intervention services are provided to their children in a manner appropriate to their needs, in consideration of family concerns, and in compliance with applicable federal and State statutes and regulations. The following procedures are only for children under the age of three years. [CFR 303.422, CCR 52170, CCR 52172, CCR 52173, CCR 52174]

As a parent, you have the right to

1. request a mediation conference and/or a due process hearing any time a regional center or LEA proposes or refuses to initiate or change the identification, evaluation, assessment, placement, and/or provision of appropriate early intervention service(s); [CFR 303.419, CFR 303.420, CCR 52172]
2. be informed of your right to file a complaint or a request for mediation or due process; [CFR 303.510, CCR 52170]
3. file a complaint if you believe there has been a violation of any federal or state statute or regulation governing early intervention services under Early Start including eligibility and services; and [CFR 303.511, CCR 52170]
4. request a mediation conference immediately, prior to a complaint or due process hearing request, or at any time during the complaint/due process hearing processes to resolve a dispute related to any matter concerning federal or state statute or regulation governing early intervention services under Early Start [CCR 52170(b)]; and
5. file a complaint if a due process decision fails to be implemented. [CCR 52170(b)]

MEDIATION CONFERENCES

Mediation is a flexible, non-binding, confidential process in which a neutral mediator facilitates settlement negotiations between you and another party. Voluntary impartial mediation conferences are a more informal way to resolve disagreements with early intervention service agencies or to address alleged violations of any state and federal statutes or regulations. Mediation is voluntary [CFR 303.419, CCR 52173].

As a parent you have the right to

1. file a request for mediation as the initial option for resolving a dispute or any time during the due process hearing or complaint process [CFR 303.419, CCR 52173];
2. request a due process hearing or file a state complaint if the disagreement is not resolved [CCR 52173];
3. refuse to participate in mediation [CFR 303.419, CCR 52173];
4. have an impartial person facilitate the mediation conference [CFR 303.419, CCR 52173(c)];
5. require that the mediation conference is carried out at a time and in a location that is reasonably convenient for you [CFR 303.419, CCR 52173];
6. have all personally identifiable information maintained in a confidential manner [CFR 303.419(b), CCR 52173(g)]; and
7. receive a written document outlining the agreements reached as a result of the mediation conference [CFR 303.419, CCR 52173(i)].

Requests for mediation are filed with the:

Office of Administrative Hearings
Attention: Early Start Intervention Section
2349 Gateway Oaks Drive, Suite 2000, Sacramento, CA 95833
(916) 263-0654 Fax: (916) 376-6318
[CCR 52173]

DUE PROCESS HEARINGS

All parents are encouraged to resolve differences at the lowest administrative level possible. When differences between you and a regional center or LEA cannot be resolved, due process hearings are available. You, as a parent, are encouraged to seek assistance from your child's service coordinator, the regional center, or the Special Education Local Plan Area (SELPA) office. [CFR 303.420, CCR 52172]

Circumstances leading to a due process hearing may be disagreements related to a proposal or refusal for identification, evaluation, assessment, placement, or services. [CCR 52172(a)]

Your child will continue to receive the early intervention services identified on the IFSP that he/she is currently receiving unless you and the regional center or LEA otherwise agree to a change. If your disagreement involves a new service that has not started, your child will receive all services identified on the IFSP that are not in dispute. This does not include your regional center providing early intervention services after your child has reached 36 months of age, as federal law and regulations do not allow states to pay for early intervention services under any circumstances once your child transitions from Early Start. The program or programs your child enrolls in subsequent to transition from Early Start is responsible for providing you and your child services for which he or she is eligible to receive. [CCR 52172(g)]

Requests for a due process hearing are filed with the Office of Administrative Hearings at the following address: * [CFR 303.420, CCR 52172]

Office of Administrative Hearings
Attention: Early Start Intervention Section
2349 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833
(916) 263-0654 Fax: (916) 376-6318
[CCR 52172]

*The due process hearing request form may be obtained from your service coordinator, the regional center, the LEA, and DDS website: www.dds.ca.gov/Forms/pdf/DS1802.pdf

The due process hearing must be completed within 30 days of receipt of the request by the Office of Administrative Hearings. The timely issuance of the written decision may not be delayed by any concurrent voluntary local efforts to resolve the matter. The decision will be final unless appealed. [CFR 303.425, CCR 52172(e)]

STATE COMPLAINTS

Any individual or organization may file a signed, written complaint against the Department of Developmental Services (DDS), the California Department of Education (CDE), or any regional center, LEA, or private service provider that receives Part C funds alleging violations of State or federal early intervention statute or regulation. The complaint process can also address remedies for denial of eligibility or appropriate services. However, even though DDS is mandated to investigate any complaint it receives, state law does not allow disclosure of the Early Start recipient's personally identifiable information without written parental consent, other than authorized employees specified by the regional center or LEA [CFR 303.510, CCR 52170(a)].

Information or assistance in filing complaints is available from your child's service coordinator, the regional center office, or the special education local plan area (SELPA). DDS and CDE are available for consultation regarding the filing of a complaint. Additional assistance is available from advocacy organizations such as the State Council on Developmental Disabilities or Disabilities Rights California. As efforts to resolve the matter at the local level are undertaken, a complaint may be filed concurrently with a request for a mediation conference or due process hearing. [CFR 303.423, CCR 52170]

Complaints are filed directly with the

Department of Developmental Services
Office of Human Rights and Advocacy Services
Attention: Early Start Complaint Unit
1600 9th Street, Room 240, MS 2-15
Sacramento, CA 95814
(916) 654-1888 Fax (916) 651-8210
[CCR 52170(e)]

Any individual or organization who files a complaint has the right to [CCR 52170]

1. receive assistance in filing the complaint from the service coordinator, regional center, or LEA; [CCR 52170]
2. not be compelled to use any other procedures under the Education Code or the Lanterman Developmental Disabilities Services Act to resolve the complaint; [GC 95007, CCR 52170]
3. submit additional information to DDS that may be helpful to the investigation; [CCR 52170]
4. receive a final written decision within 60 days of the date DDS receives the complaint; [CCR 52170]
5. receive appropriate remedies that may include monetary reimbursement or other corrective action, and assurance that services will be provided appropriately in the future if the decision of DDS includes remedies for denial of appropriate services; [CCR 52170]
6. have any issue in a complaint that is not part of a due process hearing be resolved by DDS within 60 days of the receipt of the complaint; [CFR 303.512(c), CCR 52171(c)]
7. be notified by DDS that the hearing decision is binding if an issue is being raised in a complaint that had previously been decided in a due process hearing involving the same parties; and [CCR 52170]
8. have any complaint resolved that alleges the failure of a public agency or private service provider to implement a due process decision. [CCR 52170]

The complaint must

1. be in writing and contain a signed statement alleging that DDS, CDE, the regional center, LEA, or other service provider involved with Early Start has violated a federal or State law or regulation; [CCR 52170(a)]
2. provide the name, address, and phone number of the complainant; [CCR 52170(f)]
3. contain a statement of facts upon which the violation is based; [CCR 52170(f)]
4. include the name of the party responsible against whom the complaint is being filed; [CCR 52170(f)]
5. have occurred not more than one year before the date the complaint is received by DDS unless a longer period is reasonable because the alleged violation continues for the child or other children, or [CCR 52170(c)]
6. have occurred not more than three years before the date on which the complaint is received by DDS if the complainant is requesting reimbursement or corrective action as remediation of the complaint [CCR 52170(c)]; and
7. the complaint may also include, if applicable, a description of the voluntary steps taken at the local level to resolve the complaint. [CCR 52170]
8. be withdrawn if the complainant elects to participate in mediation within the 60-day complaint investigation.

Confidencialidad y Acceso a los Registros

Los registros de Early Start son una fuente de información importante acerca de su hijo. La información que usted dé al centro regional o a la agencia de educación local (LEA) acerca de su hijo y su familia es confidencial. Dicha información se compartirá solamente con personas autorizadas e involucradas en los servicios de su hijo.

Como padre,* usted tiene el derecho a

- el acceso a los registros, incluyendo el derecho a que usted o su representante examine y obtenga copias de los registros relacionados con su hijo; *Puede solicitar que cualquier centro regional o LEA modifique o retire de los registros información relacionada con su hijo.* [CFR 303.402, CCR 52164, CCR 52168]

- recibir, dentro de cinco días de su solicitud, copias de los registros relacionados con su hijo y/o las explicaciones que usted solicite; [CCR 52164]
- solicitar una reunión con el director del centro regional o el superintendente del LEA acerca de la información contenida en el registro; y [CCR 52168]
- que la información que pueda identificar a su hijo sea mantenida de manera confidencial, y que se le expliquen las normas para obtener, permitir acceso, almacenar, divulgar o destruir dicha información, de acuerdo con la Ley de Derechos de Educación para la Familia y la Privacidad (Family Education Rights and Privacy Act). [CFR 303.401, CFR 303.460, CCR 52160, CCR 52162, CCR 52165, CCR 52169]

** Consulte el CCR 52000(b)(36) donde encontrará la definición de lo que es un padre.*

Evaluación y Valorización

La determinación de elegibilidad para Early Start en California incluye una evaluación y valorización oportuna, amplia y multidisciplinaria de cada uno de los niños menores de tres años de edad del cual se sospeche que tenga la necesidad de servicios de intervención temprana. Si no hay padre o tutor disponible o si el niño está bajo tutela del tribunal, se designará algún padre sustituto con los conocimientos adecuados y que no tenga conflictos de intereses. Las garantías de proceso aseguran que las familias puedan ejercer sus derechos según la ley. [CFR 303.322, CFR 303.406, CCR 52082]

Como padre, usted tiene el derecho de

- estar totalmente informado de sus derechos según Early Start; [CFR 303.403, GC 95020(c), CCR 52160, CCR 52161]
- referir a su hijo para evaluación y valorización, ofrecer información durante todo el proceso, tomar decisiones, y dar consentimiento fundamentado para los servicios de intervención temprana de su hijo; [CFR 303.401, CFR 303.404, CCR 52040(d)]
- entender y voluntariamente otorgar o negar el permiso por escrito antes de que se lleve a cabo la evaluación y valorización inicial; [CFR 303.405, CCR 52162]
- participar en el proceso de evaluación y valorización inicial incluyendo la determinación de elegibilidad; [CFR 303.322, GC 95020, CCR 52082, CCR 52084]
- recibir una evaluación y valorización inicial completa dentro de 45 días después de que su hijo sea referido a un centro regional o LEA; [CFR 303.321, CFR 303.322, CCR 52086]
- participar en una reunión para compartir los resultados de las evaluaciones y valorizaciones; y [GC 95020(b)]
- participar en todas las decisiones relacionadas con la elegibilidad y los servicios. [CFR 303.343, GC 95014(a), GC 95020(b), CCR 52082(a), CCR 52104]

La Ley de Educación para Individuos con Discapacidades (IDEA) exige que:

- Los materiales de evaluación y valorización se administren en el idioma de preferencia de los padres o por algún otro modo de comunicación, a menos que claramente no sea factible hacerlo. [CFR 303.323, CCR 52084]
- Los procedimientos y materiales de evaluación y valorización se seleccionen y administren de manera que no sean discriminatorios racial ni culturalmente. [CFR 303.323, CCR 52082]
- Los materiales de evaluación y valorización sean apropiados para determinar específicamente en qué áreas de desarrollo se necesita ayuda y se usen para los fines específicos para los que fueron concebidos. [CFR 303.322, CCR 52082]
- Las evaluaciones y valorizaciones sean realizadas por personal calificado. [CFR 303.322, CCR 52082, CCR 52084]
- Se usen instrumentos de evaluación y valorización adecuados para los niños con problemas de vista, oído, ortopedia, o comunicación para reflejar con precisión el nivel de desarrollo del niño. [CFR 303.322, CCR 52082]
- Las evaluaciones y valorizaciones se administren en las cinco áreas del desarrollo, las cuales incluyen el desarrollo físico (estado de las capacidades motoras, visión, oído, y salud); desarrollo de la comunicación; desarrollo cognitivo; desarrollo adaptivo; y desarrollo social o emocional. *Las evaluaciones y valorizaciones son continuas mientras su hijo participe en el programa Early Start.* [CFR 303.322, CCR 52082, CCR 52084, CCR 52102]
- Siempre que sea posible, las evaluaciones y valorizaciones se lleven a cabo en ambientes naturales. [CCR 52082(i), CCR 52084(e)]
- Se revisen los registros pertinentes relacionados con el estado de salud de su hijo y el historial médico. [CFR 303.322, CCR 52082]
- No se utilice un solo procedimiento como criterio exclusivo para determinar la elegibilidad de su hijo para los servicios de intervención temprana. [CFR 303.323, CCR 52082]
- Las entrevistas para identificar recursos de la familia, prioridades e inquietudes relacionadas con el desarrollo de su hijo y las necesidades de su familia sean voluntarias. [CFR 303.322, CCR 52084, CCR 52106]

Plan Individualizado de Servicios para la Familia

El plan individualizado de servicios para la familia (IFSP - Individualized Family Service Plan) es un plan por escrito para ofrecer servicios de intervención temprana a un niño elegible y a su familia. Para un recién nacido o niño menor de tres años que ha sido evaluado por primera vez, la reunión debe tener lugar dentro de 45 días de la referencia al centro regional o LEA para compartir los resultados de la evaluación, determinar la elegibilidad, y desarrollar el IFSP inicial para los niños que sean elegibles. Los resultados de la evaluación y la determinación de la elegibilidad pueden compartirse con las familias antes de la primera reunión del IFSP. [CFR 303.340, CFR 303.342, GC 95020(b), CCR 52100, CCR 52102]

Se deberá hacer una revisión periódica del IFSP de su hijo por lo menos cada seis meses. Una revisión puede hacerse con más frecuencia si hubiera algún cambio al IFSP o si usted solicita una revisión periódica con el centro regional o LEA. El IFSP también deberá revisarse anualmente para evaluar los adelantos de su hijo y para hacer cualquier cambio necesario al IFSP. [CFR 303.342, CCR 52102]

Durante el desarrollo y la puesta en práctica de un IFSP, como padre usted tiene el derecho a

- asistir a las reuniones del IFSP y participar en el desarrollo del mismo; [CFR 303.343, CCR 52104]
- invitar a otros miembros de la familia a asistir en las reuniones del IFSP; [CFR 303.343, CCR 52104]
- invitar a un defensor o a otras personas que no sean familiares a asistir y participar en las reuniones del IFSP; [CFR 303.343, CCR 52104]

- tener una copia del IFSP completo; [CFR 303.402, CCR 52102]
- pedir que le expliquen el contenido del IFSP en su totalidad en el idioma que usted prefiera; [CFR 303.342, CFR 303.403, CCR 52102]
- dar consentimiento para los servicios indicados en el IFSP. *Si usted no da su consentimiento para un servicio, no se prestará. Puede retirar su consentimiento después de aceptar o recibir inicialmente un servicio;* [CFR 303.342, CFR 303.404, CFR 303.405, CCR 52102]
- que los servicios se presten en el ambiente natural o una explicación de por qué no es posible; [CFR 303.12, CFR 303.344, CCR 52106]
- intercambiar información acerca de su hijo con otras agencias; [CFR 303.460, CCR 52112, CCR 52169]
- ser notificado por escrito antes de que cualquier agencia o proveedor de servicios proponga o se rehúse a iniciar un cambio en la identificación, evaluación, colocación de su hijo o en la prestación de servicios de intervención temprana apropiados para su hijo o su familia. [CFR 303.403, CCR 52161]

La notificación deberá incluir:

- la medida que se propone o se rehúsa,
- las razones para la medida, y
- todas las garantías de proceso disponibles.

Esta notificación deberá presentarse en el idioma de su preferencia, a menos que claramente no sea factible hacerlo, y puede traducirse, para que usted entienda su contenido.

[CFR 303.400 to 303.460, CCR 52161]

Conferencias de Mediación, Audiencias de Debido Proceso y Quejas al Estado

En el programa Early Start, los padres tienen derechos y protecciones para asegurar que los servicios de intervención temprana se presten a sus hijos de manera adecuada a sus necesidades, en consideración a las inquietudes de la familia, y cumpliendo con los estatutos y reglamentos federales y estatales aplicables. Los siguientes procedimientos se aplican solamente a los niños menores de tres años. [CFR 303.422, CCR 52170, CCR 52172, CCR 52173, CCR 52174]

Como padre, usted tiene derecho a

1. solicitar una conferencia de mediación y/o una audiencia de debido proceso en cualquier momento en que un centro regional o LEA proponga o rehúse iniciar o cambiar la identificación, evaluación, colocación y/o prestación de los servicios adecuados de intervención temprana; [CFR 303.419, CFR 303.420, CCR 52172]
2. estar informado sobre su derecho de presentar una queja o una solicitud de mediación o debido proceso; [CFR 303.510, CCR 52170]
3. presentar una queja si cree que ha habido una violación de cualquier estatuto o reglamento federal o estatal que rige los servicios de intervención temprana según Early Start incluyendo la elegibilidad y los servicios; [CFR 303.511, CCR 52170]
4. solicitar una conferencia de mediación inmediatamente antes de una queja o solicitud de audiencia de debido proceso, o en cualquier momento durante el trámite de la queja y/o de la audiencia de debido proceso para resolver una disputa relacionada con cualquier asunto relacionado con un estatuto federal o estatal que gobierna los servicios de intervención temprana bajo Early Start [CCR 52170(b)]; y
5. presentar una queja si no se pone en práctica una decisión de acuerdo con el debido procedimiento. [CCR 52170(b)]

CONFERENCIAS DE MEDIACIÓN

La mediación es un proceso voluntario, no obligatorio y confidencial en el cual un mediador imparcial facilita la negociación de acuerdos entre usted y otra parte. Las conferencias de mediación voluntarias son un modo más informal para resolver desacuerdos con las agencias de servicios de intervención temprana o para resolver supuestas violaciones de cualquier estatuto o reglamento estatal o federal. La mediación es voluntaria [CFR 303.419, CCR 52173].

Como padre, usted tiene derecho a

1. presentar una solicitud de mediación como la opción inicial para resolver una disputa o en cualquier momento durante la audiencia de debido proceso o el trámite de una queja [CFR 303.419, CCR 52173];
2. solicitar una audiencia de debido proceso o presentar una queja al estado si no se logra resolver el desacuerdo [CCR 52173];
3. rehusarse a participar en una mediación [CFR 303.419, CCR 52173];
4. pedir que una persona imparcial facilite la conferencia de mediación [CFR 303.419, CCR 52173(c)];
5. exigir que la conferencia de mediación se lleve a cabo a una hora y en un lugar que sea razonablemente conveniente para usted [CFR 303.419, CCR 52173];
6. requerir que toda la información que lo identifique se mantenga en forma confidencial [CFR 303.419(b), CCR 52173(g)]; y
7. recibir un documento escrito que describa los arreglos establecidos como resultado de la conferencia de mediación [CFR 303.419, CCR 52173(i)].

Las solicitudes de mediación se presentan ante:

Office of Administrative Hearings
Attention: Early Start Intervention Section
2349 Gateway Oaks Drive, Suite 2000, Sacramento, CA 95833
(916) 263-0654 Fax: (916) 376-6318
[CCR 52173]

AUDIENCIAS DE DEBIDO PROCESO

Se anima a todos los padres a resolver las diferencias al nivel administrativo más bajo posible. Cuando no se puedan resolver las diferencias entre usted y un centro regional o LEA, se cuenta con las audiencias de debido proceso. A ustedes, como padres, se les alienta a solicitar ayuda de parte del coordinador de servicios de su hijo, el centro regional o la oficina del Área del Plan Local de Educación Especial (SELPA). [CFR 303.420, CCR 52172]

Las circunstancias que llevan a una audiencia de debido proceso pueden ser desacuerdos relacionados con una propuesta o una negativa de identificación, evaluación, valoración, colocación, o servicios. [CCR 52172(a)]

Su hijo seguirá recibiendo los servicios de intervención temprana identificados en el IFSP que está recibiendo actualmente a menos que usted y el centro regional o LEA se pongan de acuerdo en un cambio. Si su desacuerdo se relaciona con un nuevo servicio que no ha comenzado, su hijo recibirá todos los servicios identificados en el IFSP que no estén bajo disputa. Esto no incluye el hecho que su centro regional proporcione servicios de intervención temprana después que su niño haya cumplido 36 meses de edad, ya que las leyes y reglamentos federales no permiten que los estados paguen por servicios de intervención temprana bajo ninguna circunstancia una vez que el niño hace la transición fuera de Early Start. El o los programas en los que se inscriba su niño después de su transición fuera de Early Start serán los responsables de proporcionarle a usted y a su niño los servicios que el niño tiene derecho a recibir. [CCR 52172(g)]

Las solicitudes para una audiencia de debido proceso se deben presentar ante la Oficina de Audiencias Administrativas en la dirección siguiente: * [CFR 303.420, CCR 52172]

Office of Administrative Hearings
Attention: Early Start Intervention Section
2349 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833
(916) 263-0654 Fax: (916) 376-6318
[CCR 52172]

*El coordinador de sus servicios, el centro regional, LEA y el sitio Web del DDS www.dds.ca.gov/Forms/pdf/DS1802.pdf tienen el formulario para solicitar audiencia de debido proceso.

La audiencia de debido proceso deberá concluirse a más tardar 30 días después que la Oficina de Audiencias Administrativas haya recibido la solicitud correspondiente. La emisión oportuna de la decisión por escrito no podrá retrasarse por ningún esfuerzo local que se esté llevando a cabo voluntaria y simultáneamente para resolver el asunto. La decisión será definitiva a menos que se apele. [CFR 303.425, CCR 52172(e)]

QUEJAS AL ESTADO

Cualquier individuo u organización puede presentar una queja por escrito y firmada contra el Departamento de Servicios del Desarrollo (por su sigla en inglés, DDS), el Departamento de Educación de California (CDE) o cualquier centro regional, LEA, o proveedor privado de servicios que reciba fondos de la Parte C, donde se aleguen violaciones de los estatutos o reglamentos estatales o federales de intervención temprana. El trámite de quejas también puede abordar remedios para la negación de elegibilidad o de servicios apropiados. Sin embargo, aun cuando el DDS está obligado a investigar cualquier queja que recibe, las leyes estatales no permiten la divulgación de la información que identifique personalmente a la persona que recibe Early Start, sin el consentimiento por escrito de los padres, a ninguna persona que no sean los empleados autorizados especificados por el centro regional o LEA. [CFR 303.510, CCR 52170(a)]

Se puede pedir información o ayuda para presentar quejas al coordinador de servicios de su hijo, a la oficina del centro regional, o al área del plan local de educación especial (SELPA). El DDS y CDE están disponibles para consultas relacionadas con la presentación de una queja. Organizaciones dedicadas a la protección de las personas tales como el Consejo Estatal sobre Discapacidades del Desarrollo o Derechos de Discapacidades de California ofrecen asistencia adicional. Mientras se emprendan los esfuerzos para resolver el asunto a nivel local, se puede presentar una queja simultáneamente con una solicitud para una conferencia de mediación o una audiencia de debido proceso. [CFR 303.423, CCR 52170]

Las quejas se presentan directamente al

Department of Developmental Services
Office of Human Rights and Advocacy Services
Attention: Early Start Complaint Unit
1600 9th Street, Room 240, MS 2-15
Sacramento, CA 95814
(916) 654-1888 Fax (916) 651-8210
[CCR 52170(e)]

Cualquier individuo u organización que presente una queja tiene derecho a [CCR 52170]

1. recibir ayuda para presentar la queja del coordinador de servicios, centro regional, o LEA; [CCR 52170]
2. no ser obligado a usar cualquier otro procedimiento bajo el Código de Educación o la Ley Lanterman de Servicios para Discapacidades del Desarrollo para resolver la queja; [GC 95007, CCR 52170]
3. presentar información adicional al DDS que pueda ser útil para la investigación; [CCR 52170]
4. recibir la decisión final por escrito dentro de 60 días de la fecha en que el DDS reciba la queja; [CCR 52170]
5. recibir los remedios apropiados que podrían incluir un reembolso monetario u otras medidas correctivas, así como la seguridad que se le prestarán los servicios en forma apropiada en el futuro si la decisión del DDS incluye remedios por haberse negado servicios apropiados; [CCR 52170]
6. incluir un asunto en la queja que no sea parte de una audiencia de debido proceso para que sea resuelto por el DDS dentro de los 60 días de haber recibido la queja; [CFR 303.512(c), CCR 52171(c)]
7. que el DDS informe que la decisión de la audiencia es obligatoria si se ha planteado un asunto en una queja para la cual ya se ha tomado una decisión en una audiencia de debido proceso que involucra las mismas partes; [CCR 52170]
8. que se resuelva cualquier queja que alega que una dependencia pública o proveedor privado de los servicios no ha puesto en práctica el debido proceso de decisión. [CCR 52170]

La queja deberá

1. presentarse por escrito y contener una declaración firmada donde se alegue que el DDS, el CDE, el centro regional, LEA, o algún otro proveedor de servicios involucrado con Early Start ha violado una ley o reglamento estatal o federal; [CCR 52170(a)]
2. proporcionar el nombre, dirección, y teléfono del demandante; [CCR 52170(f)]
3. contener una declaración de los hechos sobre los cuales se basa la violación; [CCR 52170(f)]
4. incluir el nombre de la parte responsable contra la cual se está presentando la queja; [CCR 52170(f)]
5. haber ocurrido no más de un año antes de la fecha en la que el DDS recibió la queja a menos que un plazo más largo sea razonable debido a que la violación que se alega continúa para el niño u otros niños; o [CCR 52170(c)]
6. haber ocurrido no más de tres años antes de la fecha en que el DDS recibió la queja si ésta solicita el reembolso o medidas correctivas como remedio para la queja [CCR 52170(c)]; y
7. la queja también puede incluir, si corresponde, la descripción de los pasos voluntarios emprendidos a nivel local para resolverla. [CCR 52170]
8. se retirará si la persona que presenta la queja opta por participar en una mediación dentro de los 60 días de la investigación de la queja.

Early Start Compliance Complaints Process

The purpose of this complaint process is to investigate and resolve alleged violations of federal or state laws or regulations governing California's Early Start. Early Start is for infants and toddlers under the age of three who are at risk of having a developmental disability or are developmentally disabled or delayed, and their families. Early Start is governed by:

- Part C of the Federal Individuals With Disabilities Education Act; [Title 34 of the Code of Federal Regulations, Part 303](#);
- The California Early Intervention Services Act, [Government Code, Section 95000](#) et seq.; and,
- Title 17 of the California Code of Regulations, [Sections 52000 - 52175](#).

Parents or any individual, agency or organization may file an Early Start Compliance Complaint. The complaint may be filed against any regional center, local education agency, or any private service provider receiving Early Start funds. Regional Centers and local education agencies must inform parents and other interested individuals or organizations of the right to file an Early Start Compliance Complaint directly with the Department of Developmental Services.

Complete the Early Start Complaint Investigation Request form - **DS 1827** [English](#) | [Spanish](#) or submit a written and signed statement. The complaint shall include:

- The name, address and telephone number of the person filing the complaint;
- A statement that a regional center, local education agency or any private service provider receiving Early Start funds has violated any law or regulation governing Early Start;
- A statement of facts upon which the alleged violation is based;
- The party allegedly responsible; and
- A description of any voluntary steps taken at the local level to resolve the complaint, if any were taken.

Mail Early Start Complaints to:

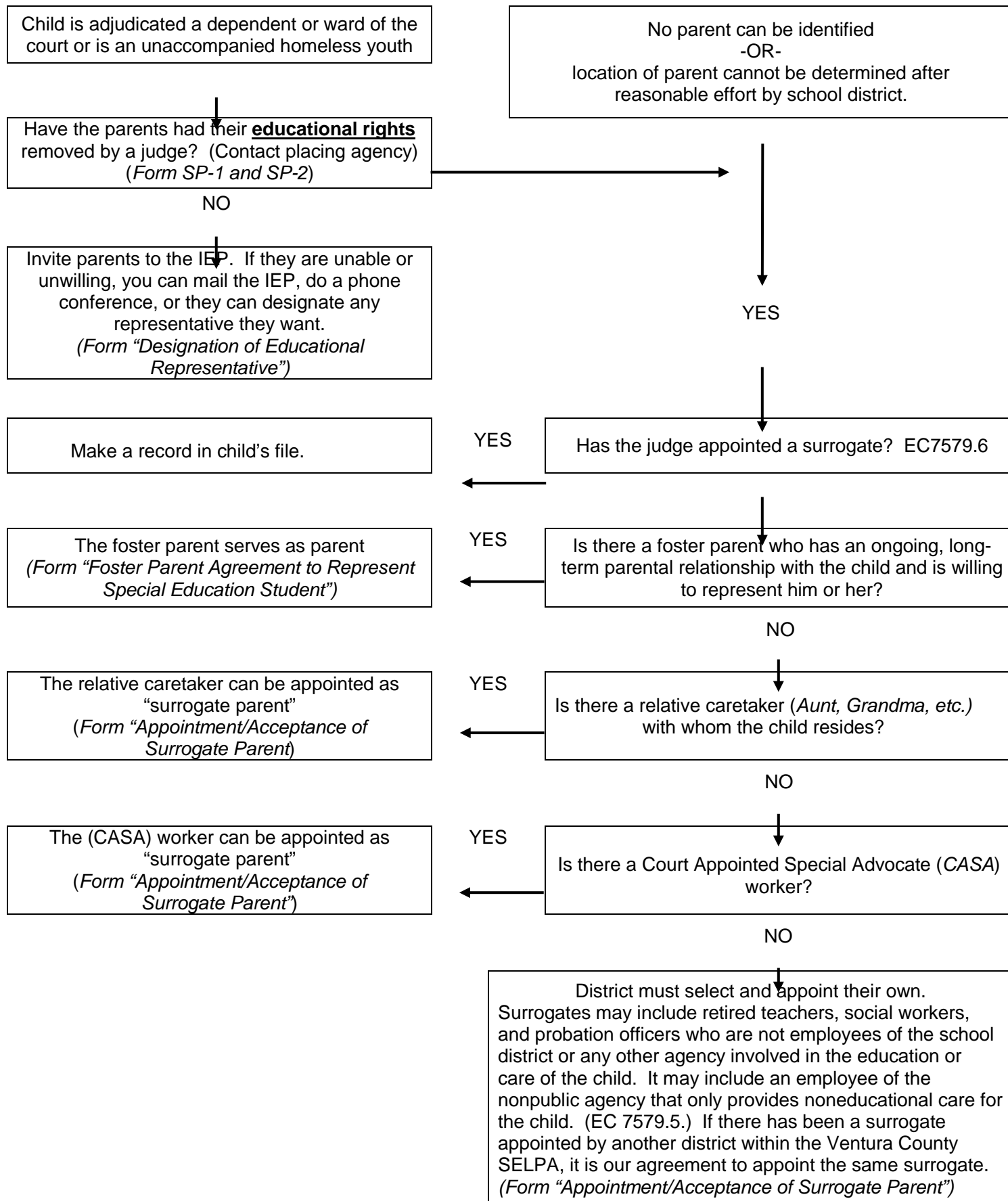
*Department of Developmental Services
Attention: Office of Human Rights and Advocacy Services
Early Start Complaint Unit
1600 Ninth Street, MS 2-15
Sacramento, CA 95814*

Telephone: (916) 654-1888
Fax: (916) 651-8210

The Department of Developmental services is required to investigate the allegations and issue a written decision to all parties within 60 days of receipt of the complaint. The written decision will address each allegation and include the findings and conclusions; the reasons for the final decision; the required corrective actions to be taken; and, provisions for technical assistance.

If additional information is needed, contact your regional center, local education agency or the Early Start program at the address and telephone number above

VENTURA COUNTY SELPA
DECISION-MAKING PROCESS
 FOR SURROGATE PARENTS FOR SPECIAL EDUCATION



Send copy of form SP-3 to SELPA for each surrogate appointed.