

**WASHINGTON STATE EARLY INTERVENTION SERVICES AND FINANCIAL  
RESPONSIBILITY**

**INTERAGENCY AGREEMENT  
BETWEEN**

**THE DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES**

**AND**

**DEPARTMENT OF HEALTH  
DEPARTMENT OF SERVICES FOR THE BLIND  
DEPARTMENT OF SOCIAL AND HEALTH SERVICES  
HEALTH CARE AUTHORITY  
OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION**

**THIS INTERAGENCY AGREEMENT** (Agreement) is made and entered into by and between the DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES, hereinafter referred to as "DCYF," and the DEPARTMENT OF HEALTH, hereinafter referred to as "DOH"; the DEPARTMENT OF SERVICES FOR THE BLIND, hereinafter referred to as "DSB"; the DEPARTMENT OF SOCIAL AND HEALTH SERVICES, hereinafter referred to as "DSHS"; the HEALTH CARE AUTHORITY, hereinafter referred to as "HCA"; and the OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION, hereinafter referred to as "OSPI".

**IT IS THE PURPOSE OF THIS AGREEMENT** to meet the requirements as set forth in the federal Individuals with Disabilities Education Act (IDEA), Part C, *Public Law 108-446* and regulations *34 CFR §303*.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**1. PARTIES**

1.1. This Interagency Agreement (Agreement) is entered into pursuant to requirements of the Individuals with Disabilities Education Act (IDEA), Parts C and B; Public Law 108-446, 34 CFR §§300 and 303, between the Department of Children, Youth, and Families, and the Departments of Health, Services for the Blind, Social and Health Services, Health Care Authority, and Office of Superintendent of Public Instruction for early intervention services for infants and toddlers with disabilities from birth to three and their families.

1.2. Agency/Division/Program Acronyms:

DCYF	Department of Children, Youth, and Families
DDA	Developmental Disabilities Administration (within DSHS)
DOH	Department of Health
DSB	Department of Services for the Blind
DSHS	Department of Social and Health Services
ECEAP	Early Childhood Education and Assistance Program (within DCYF)
EHDDI	Early Hearing Loss Detection, Diagnosis and Intervention (within DOH)
EPSDT	Early, Periodic Screening, Diagnosis and Treatment (within HCA)
ESIT	Early Support for Infants and Toddlers program (within DCYF)
HCA	Health Care Authority
OSPI	Office of Superintendent of Public Instruction

## 2. AGREEMENT MANAGEMENT

- 2.1. The Agreement Manager for each of the Parties shall be the contact person for all communications regarding the performance of this Agreement. Agency and Agreement Manager information for this Agreement is as follows:

### **DOH BUSINESS ADDRESS**

Department of Health  
Mail Stop 47880  
Olympia, WA 98504-7880  
TIN: 91-1444603

### **DOH AGREEMENT MANAGER**

Monica Burke  
Program Manager  
Monica.Burke@doh.wa.gov  
Phone: (360) 236-3504

### **DSB BUSINESS ADDRESS**

Department of Services for the Blind  
3411 S Alaska St; Mail Stop TB-77  
Seattle, WA 98118  
TIN: 91-1001714

### **DSB AGREEMENT MANAGER**

Michael MacKillop  
Executive Director  
Michael.Mackillop@dsb.wa.gov  
Phone: (206) 906-5520

### **DSHS BUSINESS ADDRESS**

Department of Social & Health Services  
Mail Stop 45811  
Olympia, WA 98504-5811  
TIN: 91-6001088

### **DSHS AGREEMENT MANAGER**

Branda Matson  
Unit Manager  
Branda.Matson@dshs.wa.gov  
Phone: (360) 890-0383

### **HCA BUSINESS ADDRESS**

Washington State Health Care Authority  
626 8<sup>th</sup> Avenue SE  
Mail Stop 45530  
Olympia, WA 98504-5530  
TIN: 75-3214740

### **HCA AGREEMENT MANAGER**

Shellea Quillen  
Program Manager  
Shellea.Quillen@hca.wa.gov  
Phone: (360) 725-5236

### **OSPI BUSINESS ADDRESS**

Washington State Superintendent of Public Instruction  
Old Capitol Building  
Mail Stop 47200  
Olympia, WA 98504-7200  
TIN: 91-6001112

### **OSPI AGREEMENT MANAGER**

Dr. Cassie Martin  
Executive Director  
Cassie.Martin@k12.wa.us  
Phone: (360) 362-5516

### **DCYF BUSINESS ADDRESS**

Department of Children, Youth, and Families  
Mail Stop 40970  
Olympia, WA 98504-0970  
TIN: 75-3214740

### **DCYF AGREEMENT MANAGER**

Lauren Thompson  
Resource Allocations Manager  
Lauren.Thompson@dcyf.wa.gov  
Phone: (360) 701-6352

- 2.2. Each party shall notify the other parties in writing within ten business days of any changes to the name and contact information, regarding any party's designated Agreement Manager.

### **3. EXHIBITS AND ATTACHMENTS**

Attached hereto and incorporated herein as though set forth in full is the following exhibit:

- EXHIBIT A STATEMENT OF WORK

### **4. AUTHORITY**

The following federal and state statutes provide the agencies' authority and support to enter into this Interagency Agreement:

- 4.1. The IDEA, Parts C and B; Public Law 108-446 and 34 CFR §§300 and 303
- 4.2. RCW 43.216: DCYF
- 4.3. RCW 71A.12.030 and 120: DSHS and RCW 74.14A.025 DSHS, Public Health and Safety (Family Policy)
- 4.4. RCW 28A.155.065 and RCW 70.195.030 recodified as RCW 43.215.476, pursuant to 2016 c 57 § 7: Early Intervention Services – Birth to Six
- 4.5. RCW 74.18.190: DSB, Child and Family Program
- 4.6. RCW 41.05: HCA
- 4.7. RCW 28A.155.065 and WAC 392-172A-01305; 172A-02080: OSPI
- 4.8. RCW 39.34: DOH
- 4.9. 2ESHB 1388, Behavioral health authority, as applicable

### **5. PERIOD OF PERFORMANCE**

This Agreement Amendment shall become effective on July 1, 2024 and shall remain in force and effect until June 30, 2029, unless terminated or amended.

### **6. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended, including an amendment to extend the period of performance, by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties. This Agreement is subject to an annual review by all Parties. All proposed revisions require mutual agreement of the Parties.

### **7. TERMINATION**

Any party may terminate this Agreement upon 30 days prior written notification to the other parties. If this Agreement is so terminated, the Parties shall be liable only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination.

### **8. COMPLIANCE WITH LAWS**

The Parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable current federal, state, and local laws, rules, and regulations, including but not limited to, 20 USC Section 1400 et seq, Chapter 39.34 RCW (the Interlocal Cooperation Act), all applicable non-discrimination laws and, if applicable, Chapter 42.56 RCW (the Public Records Act), 5 U.S.C. 522 (the Freedom of Information Act), and Chapter 40.14 RCW (Records Retention Act).

### **9. CONFORMANCE**

If any provision of this Agreement violates any applicable federal or Washington statute, regulation, or rule of law, that provision is considered modified to conform to that statute, regulation, or rule of law.

#### **10. WAIVER**

A failure by any party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by the authorized representatives of the Parties and attached to the original Agreement.

#### **11. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement, which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

#### **12. ALL WRITINGS CONTAINED HEREIN**

This Agreement, including the referenced exhibit, contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement.

\_\_\_\_\_  
Department of Children, Youth, and Families

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Department of Social and Health Services

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Department of Health

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Health Care Authority

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Department of Services for the Blind

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Office of Superintendent of Public Instruction

\_\_\_\_\_  
DATE

## EXHIBIT A – STATEMENT OF WORK

### 1. PURPOSE AND INTENT DETAILED

- 1.1. The purpose and intent of this Agreement is to assure cooperation in the implementation and funding of a statewide, comprehensive, coordinated, multidisciplinary, and interagency system of services for infants and toddlers with disabilities and their families. No single state agency has all the resources required to implement a comprehensive early intervention system of services.
- 1.2. The Agreement promotes cross-agency collaboration and strengthens support for early intervention funding that is reasonable and necessary for the implementation of the state's early intervention program and available through existing federal, state, local, and private resources. IDEA, Part C, funds may not be used to satisfy a financial commitment for services that would otherwise be paid for from another federal, state, or local public or private source. Part C funds may be used only for early intervention services that an infant or toddler with a disability needs, but is not currently entitled to receive or have payment made from any other federal, state, local or private source. No single agency is solely responsible for the early intervention services listed in the chart in Section 5 of this agreement that defines which agencies provide and pay for each required early intervention service under the early intervention section of IDEA.
- 1.3. The IDEA, Part C, addresses the urgent and substantial need to:
  - (a) Enhance the development of infants and toddlers with disabilities, to minimize their potential for developmental delay, and to recognize the significant brain development that occurs during a child's first three years of life.
  - (b) Reduce the educational costs to our society, including our nation's schools, by minimizing the need for special education and related services after infants and toddlers reach school age.
  - (c) Maximize the potential for individuals with disabilities to live independently in society;
  - (d) Enhance the capacity of families to meet the special needs of their infants and toddlers with disabilities.
  - (e) Enhance the capacity of the state, to identify, evaluate, and meet the needs of all children, particularly minority, low income, inner city, and rural children, and infants and toddlers in foster care through local agencies, and service providers.

### 2. ROLE OF THE IDEA, PART C, STATE LEAD AGENCY

- 2.1. The DCYF is the Governor appointed State Lead Agency (SLA), for implementing the early intervention section (Part C) of the IDEA, as defined by Washington State's Federally Approved Plan, for the Early Support for Infants and Toddlers (ESIT) program. This early intervention program (Part C) is administered by the DCYF, Partnership, Prevention and Services Division, ESIT program.
- 2.2. The Washington State DCYF, including cross-divisional collaboration with the Partnership, Prevention, and Services Division and Early Learning Division within DCYF, DOH, DSB, DSHS, HCA, and OSPI, hereafter referred to as the Agencies, confirm the intent to work proactively as partners to coordinate, implement, and fund a comprehensive statewide system of early intervention services for eligible infants and toddlers, with disabilities and/or developmental delays, birth to three years, and their families.
- 2.3. The responsibilities of the SLA, DCYF, include:
  - (a) Carrying out the general administration and supervision of programs and activities administered by agencies, institutions, organizations, and early intervention providers, related to IDEA, Part C.
  - (b) Monitoring of programs and activities used that carry out IDEA, Part C activities, whether or not the programs and/or activities are administered by agencies, institutions,

## EXHIBIT A – STATEMENT OF WORK

organizations, and early intervention providers who may or may not receive assistance under IDEA, Part C, to ensure that the state complies with IDEA, Part C.

- (c) Correcting any non-compliance identified through monitoring as soon as possible and in no case later than one year after the lead agency's identification of the non-compliance.
- (d) Identifying and coordinating all available resources for early intervention services within the state, including those from federal, state, local, and private resources, as reflected in the System of Payments and Fees Policy.
- (e) Developing and implementing procedures to ensure that early intervention services are provided to infants and toddlers with disabilities and their families under Part C in a timely manner, pending the resolution of any disputes among public agencies or early intervention providers.
- (f) Implementing the dispute resolution procedures outlined in this Agreement.

### 3. MISSION AND PRINCIPLES

The following mission and principles are reflected within the early intervention services system throughout Washington State.

#### 3.1. MISSION:

The mission of the ESIT program is to build upon family strengths, by providing coordination, supports, resources, and services to enhance the development of children with developmental delays and disabilities through everyday learning opportunities.

#### 3.2. PRINCIPLES:

The early intervention system promotes a family-centered, culturally relevant, coordinated, and community-based system of services and supports to meet the needs of infants and toddlers, and their families participating in Part C services.

- (a) Families are equal partners who bring to the team skills, experience, and knowledge about their child; and, are the final decision makers as to what will work best for their family.
- (b) Early intervention recognizes that family relationships are the central focus in the life of an infant or toddler.
- (c) Infants and toddlers learn best through everyday experiences and interactions with familiar people in familiar settings.
- (d) The early intervention process, from initial contact to transition, must be responsive, flexible, and individualized to reflect the child's and family's priorities, learning styles, and cultural beliefs.
- (e) All families, with the necessary supports and resources, can enhance their children's learning and development.
- (f) The role of the service provider is to work in a team to support Individualized Family Service Plan (IFSP) functional outcomes, based on child and family needs and priorities.
- (g) Early intervention practices must be based on the best available current evidence and research.

### 4. INTERAGENCY COORDINATION

Interagency coordination is essential at all levels of the early intervention service delivery system.

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- 4.1. DCYF, DSHS, DOH, DSB, OSPI and HCA agree to:
- (a) Support family-centered service delivery, based on the developmental needs of infants and toddlers with disabilities, which includes referrals to the Family Resources Coordinator (FRC), as the first point of contact, for children with known or suspected developmental delays and/or disabilities, birth to three, and their families.
  - (b) Identify, develop, and implement strategies to resolve unmet needs in early intervention services.
  - (c) Encourage local interagency agreements to support the coordination and identification of funding sources used for early intervention services.
  - (d) Support and promote collaborative planning and participation in state and local activities to ensure Individualized Family Service Plans (IFSPs) are developed and implemented as the global service plan.
  - (e) Coordinate the marketing and the provision of training and personnel development across agencies.
  - (f) Coordinate early intervention services to avoid duplication and assure maintenance of effort.
  - (g) Participate on the State Interagency Coordinating Council (SICC).
  - (h) Support the efforts of County Interagency Coordinating Councils (CICCs) and encourage local service providers to participate on CICCs.
  - (i) Encourage and support the distribution of public awareness information and materials regarding the Early Support for Infants and Toddlers (ESIT) program.
  - (j) Continue to promote the integration of education, health, and social services.
  - (k) Coordinate legislative mandated activities and efforts.
  - (l) Coordinate and support efforts in meeting the standards as set forth in the early intervention section of IDEA and in the Washington State's Federally Approved Plan.
  - (m) The parties will establish separate data sharing agreements, as needed, to protect any data that may be shared as a result of this collaboration agreement.
- 4.2. DCYF and DOH agree to:
- (a) Coordinate and provide information on the importance of a medical home for providing comprehensive, coordinated, collaborative services with the family and other social, health, and education resources.
  - (b) Coordinate Early Hearing, Detection, Diagnosis, and Intervention (EHDDI) activities and projects.
  - (c) Participate in the development of a Washington State Universal Developmental Screening System.
- 4.3. DCYF and OSPI agree to:
- (a) Encourage and support smooth transitions for infants and toddlers, transitioning out of ESIT into Part B preschool special education services, according to the purposes and goals outlined in the DCYF/OSPI Interagency Early Childhood Transition Agreement.
    - (i) Ensure families' rights to services for which they are eligible; outlining responsibilities of and coordination and communication among DCYF, OSPI, LEAs, CLAs, and ESIT Provider Agencies in implementing transition requirements.
    - (ii) Encourage cooperation and communication between DCYF, OSPI, LEAs, CLAs, ESIT Provider Agencies, Tribal Sovereign Nations, and families to ensure the



## EXHIBIT A – STATEMENT OF WORK

provision of a Free Appropriate Public Education (FAPE) by a toddler's third birthday.

- (iii) Promote the ongoing development and implementation of a family-centered, statewide framework that supports coordinated, effective, equitable, and culturally and linguistically responsive early childhood transitions from IDEA Part C to IDEA Part B, ECEAP, Head Start or other high-quality early childhood settings including early care and education services by Tribal Sovereign Nations that provide an inclusive environment for delivery of services.
- (iv) Establish parameters associated with regulatory sharing of information between DCYF and OSPI regarding toddlers who are potentially eligible for IDEA Part B preschool special education services.

#### 4.4. DCYF, OSPI, and DSHS agree to:

Coordinate and support efforts in meeting the goals of the Washington State Early Learning Coordination Plan, supported through the Preschool Development Grant, to assure statewide coordinated early learning services and supports.

#### 4.5. DCYF agrees to:

- (a) Participate and support collaboration efforts with Head Start and Early Head Start, early education, and child care programs through DCYF's Head Start State Collaboration Office, Early Learning Advisory Council (ELAC) and State Interagency Coordinating Council's (SICC) activities and initiatives.
- (b) Provide training and technical assistance to local public or private agencies and staff, as needed.
- (c) Assure a coordinated child find (early identification) system, with the assistance of the State Interagency Coordinating Council (SICC), the Early Learning Advisory Council (ELAC), and partner agencies. The system shall:
  - (i) Assure all eligible infants and toddlers in the state are identified, located, and evaluated.
  - (ii) Include a method to identify infants and toddlers receiving early intervention services.
  - (iii) Be a coordinated and shared responsibility among state agencies, early intervention services contractors, providers, and local communities.
- (d) Take steps to assure that unnecessary duplication of efforts does not exist between the agencies involved, and that the state will make use of the resources available, through each public agency in the state, to implement the child find system in an effective manner. This includes coordination of child find (early identification) efforts with the following:
  - (i) Assistance to state's programs under IDEA, Part B (Public Schools) through the Office of Superintendent of Public Instruction (OSPI)
  - (ii) Assistance to state's programs, including child find efforts to the homeless population, through OSPI, under the McKinney Vento Act
  - (iii) Maternal and Child Health Programs, under Title V of the Social Security Act, including the Maternal, Infant, and Early Childhood Home Visiting Program, and Coordinated Children's Services, under Title V
  - (iv) Supplemental Security Income Program under Title XVI of the Social Security Act
  - (v) Washington's Apple Health (Medicaid) Early Periodic Screening, Diagnosis, and Treatment (EPSDT) program, under Title XIX of the Social Security Act, includes preventive, enhanced, and medically necessary services for children and adolescents age 20 and younger.

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- (vi) Child Protection and Child Welfare programs under the state agency implementing Child Abuse Prevention and Treatment Act (CAPTA)
  - (vii) Child Care programs in the state
  - (viii) Programs that provide services under the Family Violence Prevention and Services Act
  - (ix) Early Hearing Detection, Diagnosis, and Intervention (EHDDI) system
  - (x) Children’s Health Insurance Program under Title XXI of the Social Security Act
  - (xi) Developmental Disabilities Assistance and Bill of Rights Act (federal Department of Developmental Disabilities)
  - (xii) Head Start, including Early Head Start
  - (xiii) Tribes and tribal organizations that receive payments under IDEA, and other tribes and tribal organizations, as appropriate
  - (xiv) State Early Childhood Education and Assistance Program
- (e) Assures a coordinated statewide comprehensive Child Find system for the purpose of locating, evaluating, and identifying all infants and toddlers, birth to three, with a suspected disability and/or developmental delay, including Indian infants and toddlers living on reservations, infants and toddlers who are homeless, and infants and toddlers at risk of experiencing a developmental delay due to biological or environmental factors (including low birth weight, respiratory distress as a newborn, lack of oxygen, brain hemorrhage, infection, nutritional deprivation, a history of abuse or neglect, and being directly affected by illegal substance abuse or withdrawal symptoms resulting from prenatal drug exposure).
- (f) Assures that referral procedures are developed and used for referring a child to the appropriate public agency.
- (g) Assures procedures are in place for referring a child to early intervention as soon as possible, but in no case, more than seven days after the child has been identified.

### 5. WASHINGTON STATE EARLY INTERVENTION SERVICES AND FINANCIAL RESPONSIBILITY

- 5.1. The method used for ensuring financial responsibility of each agency related to the provision of Part C early intervention services is contained in this Agreement. No single agency is solely responsible for the early intervention services provided or funded in Washington State.
- 5.2. The services listed on the charts and on the following page(s) define which agencies provide and pay for each required early intervention service(s), as defined by the early intervention section of IDEA.
- a) Chart Key:
    - i. May Provide or pay for service(s), within each agency’s current eligibility requirements and resource capacity
    - ii. Participates in the coordination of the service.

## EXHIBIT A – STATEMENT OF WORK

**Primary Referral Sources:** Process for the dissemination of information and materials to all primary referral sources, especially hospitals and physicians, with information to be given to parents of infants and toddlers, especially parents with premature infants or infants with other physical risk factors associated with learning or developmental complications.

Responsibility	DCYF	DOH	DDA	HCA	DSB	OSPI
May provide or pay for service						
Coordination	X	X	X	X	X	X

**Early Identification & Screening / Child Find:** A comprehensive system that focuses on early identification of infants and toddlers with disabilities; and provides information to parents of infants and toddlers through primary referral sources in accordance with 34 CFR 303.301.

Responsibility	DCYF	DOH	DDA	HCA	DSB	OSPI
May provide or pay for service	X	X		X		
Coordination	X	X	X	X	X	X

**Multidisciplinary Evaluation & Assessment:** A multidisciplinary evaluation and assessment of the unique strengths and needs of the infant or toddler and the identification of services appropriate to meet those needs. An Evaluation means procedures used by qualified personnel to determine a child's initial and continuing eligibility, consistent with the definition of an infant or toddler with a disability in 34 CFR 303.21. An Assessment means the ongoing procedures used by qualified personnel to identify the child's unique strengths and needs and the early intervention services appropriate to meet those needs throughout the period of eligibility.

Responsibility	DCYF	DOH	DDA	HCA	DSB	OSPI
May provide or pay for service	X	X		X		
Coordination	X	X	X	X	X	

**Case Management/Service Coordination:** services provided by a service coordinator to assist and enable an infant or toddler with a disability and the child's family to receive the services and rights, including procedural safeguards, in accordance with 34 CFR 303.34.

Responsibility	DCYF	DOH	DDA	HCA	DSB	OSPI
May provide or pay for service	X	X	X	X	X	
Coordination	X	X		X	X	

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**Medical Services:** services only for diagnostic or evaluation purposes, provided by a licensed physician, to determine a child’s developmental status and need for early intervention services. These services are delivered as agreed upon by the Individualized Family Service Plan (IFSP) team and identified on the IFSP.

Responsibility	DCYF	DOH	DDA	HCA	DSB	OSPI
May provide or pay for service	X	X		X		
Coordination	X	X	X	X	X	

**Health Services:** services necessary to enable a child to benefit from the other early intervention services, under the early intervention section of IDEA, during the time the child is receiving the other early intervention services. These services are delivered as agreed upon by the Individualized Family Service Plan (IFSP) team and identified on the IFSP.

Responsibility	DCYF	DOH	DDA	HCA	DSB	OSPI
May provide or pay for service	X	X		X		
Coordination	X	X	X	X	X	

**Early Intervention Services:** includes assistive technology, audiology, family training, counseling and home visits, health, medical, nursing, nutrition, occupational therapy, physical therapy, service coordination, sign language and cued language, orientation and mobility, psychological, social work, special instruction, speech/language therapy, and vision. Agencies may provide or pay for some or all of the above specialized services within current eligibility. These services are delivered as agreed upon by the Individualized Family Service Plan (IFSP) team and identified on the IFSP.

Responsibility	DCYF	DOH	DDA	HCA	DSB	OSPI
May provide or pay for service	X	X	X	X		
Coordination	X	X		X	X	

**Family Resources Coordination, including Transition:** services provided to each eligible infant and toddler and their family on an on-going basis to help facilitate the provision of Early Intervention Services, including facilitating the development of a transition plan to preschool, school, or, if appropriate, to other community-based services.

Responsibility	DCYF	DOH	DDA	HCA	DSB	OSPI
May provide or pay for service	X					
Coordination	X	X		X	X	X

## EXHIBIT A – STATEMENT OF WORK

**Transportation:** services include cost of travel and other costs that are necessary to enable an infant or toddler with a disability and the child’s family to receive early intervention services as agreed upon by the Individualized Family Service Plan (IFSP) team and identified on the IFSP.

Responsibility	DCYF	DOH	DDA	HCA	DSB	OSPI
May provide or pay for service	X			X		
Coordination	X	X	X	X		

**Family Training & Counseling:** services provided by social workers, psychologists, and other qualified personnel to assist families in understanding their child’s needs and enhancing their child’s development. These services are delivered as agreed upon by the Individualized Family Service Plan (IFSP) team and identified on the IFSP.

Responsibility	DCYF	DOH	DDA	HCA	DSB	OSPI
May provide or pay for service	X	X	X	X		
Coordination	X	X		X	X	

**Consultation to Agencies:** training and technical assistance to public or private agencies and staff. It focuses on enhancing the capacity of personnel and programs to serve infants and toddlers with disabilities.

Responsibility	DCYF	DOH	DDA	HCA	DSB	OSPI
May provide or pay for service	X	X			X	
Coordination	X	X	X	X	X	X

5.3. The following details further describe each agency’s financial responsibilities:

(a) DCYF:

- (i) Effective July 1, 2020, DCYF is the designated State Lead Agency for the federal Individuals with Disabilities Education Act (IDEA), Part C.
- (ii) DCYF exercises general supervisory authority over Local ESIT Provider Agencies and County Lead Agencies, who are the providers of ESIT services, as it appears under IDEA, Part C. Provider Agencies providing early intervention services do so in accordance with IDEA, Part C, administered through DCYF/ESIT federal application and state policies and procedures. ESIT Provider Agencies and County Lead Agencies must bill all applicable funding sources including public and private insurance and families, prior to using state and federal funds for early intervention services, per WA 100-400-0140.
- (iii) DCYF is responsible to implement the statewide system of early intervention services and assure services are provided to each eligible child and family, in accordance with IDEA, Part C, and DCYF/ESIT state policies and procedures. DCYF’s responsibility is to administer and monitor the early intervention services

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and programs, enforce obligations, provide technical assistance, identify and correct any non-compliance, identify and coordinate all available resources, collaborate with other agencies regarding financial responsibility under the IDEA (34 CFR §§303.511 – 520), and implement procedures to ensure early intervention services are provided in a timely manner to eligible infants and toddlers with their families, in accordance with IDEA, Part C.

- (iv) DCYF is responsible to process a monthly ESIT child count and allocate funding to ESIT Provider Agencies and County Lead Agencies based on eligible children identified, enrolled in an ESIT program, with an active IFSP, and currently receiving services. ESIT Provider Agencies and County Lead Agencies are required to provide and/or contract for direct early intervention services for Part C eligible infants and toddlers. Services are to be provided according to Federal IDEA Part C, WAC 110-400, and ESIT State Policies and Procedures..
- (b) OSPI:

OSPI exercises general supervisory authority over Local Education Agencies (LEAs), who are the provider of services, as it applies under IDEA, Part B. Any LEAs providing early intervention services do so in accordance with IDEA, Part C, administered through DCYF federal application and state policies and procedures.
- (c) HCA:

The HCA is responsible to assure that children enrolled in Apple Health and participating in the Part C program are able to access their Apple Health benefits for medically necessary early intervention services as determined by HCA policies. By this Agreement, HCA will partner with DCYF to ensure Apple Health policies, procedures, and methods support alignment across the Apple Health and Part C programs as well as identify and resolve barriers to Apple Health reimbursement for medically necessary early intervention services.
- (d) DSHS:

DSHS is responsible to continue an annual state contribution, through maintenance of effort, of 5.9 million dollars to fund the Developmental Disabilities Administration, Child Developmental Services program, through established county contracts.

## 6. AGENCY DISPUTE RESOLUTION

The dispute resolution process and procedures outlined in this Agreement are to ensure services that a child is entitled to receive under Part C are not delayed or denied because of disputes between agencies regarding financial or other responsibilities. System disputes concerning early intervention services may occur among providers or agencies. Disputes may include inter- and intra-agency issues of compliance with the federal statutory and regulatory expectations of the early intervention section of IDEA/ESIT; the responsibility for provision of or payment for any of the early intervention services; the process for evaluation and placement; or other matters related to the Early Support for Infants and Toddlers (ESIT) program.

- 6.1. Each agency shall resolve internal disputes, applying to payments or other relative matters, in a timely manner, based on their respective procedures.
- 6.2. In the event that interagency disputes arise related to this Agreement, or disputes arise about payments or other matters related to the state's early intervention program, the agencies may elect mediation to resolve the dispute or refer the dispute to the Dispute Board. In the event that mediation cannot resolve the dispute, it must be referred to the Dispute Board for resolution within a timely manner.

## EXHIBIT A – STATEMENT OF WORK

- 6.3. The Dispute Board will be appointed and convened as disputes arise and will resolve any disputes within a timely manner. The following members will comprise the Dispute Board:
  - (a) DCYF shall appoint a member to the Dispute Board;
  - (b) DSHS shall appoint a member to the Dispute Board;
  - (c) DOH shall appoint a member to the Dispute Board;
  - (d) DSB shall appoint a member to the Dispute Board;
  - (e) HCA shall appoint a member to the Dispute Board;
  - (f) OSPI shall appoint a member to the Dispute Board; and
  - (g) The Chair of the State Interagency Coordinating Council is a member of the Dispute Board and will serve as the Board's Chair.
- 6.4. While disputes are pending involving payment for or provision of required services, DCYF shall:
  - (a) Pay the provider of services pending determination of responsibility for the payment.
  - (b) Pay the provider of services in accordance with the interim payment provisions in §303.510.
- 6.5. The Decision of the Dispute Board is final and binding, unless an appeal is made to the Governor. A written appeal must be submitted to the Governor, within 15 days of the Dispute Board's Decision.
- 6.6. The decision of the Governor is final and binding.
- 6.7. If during the SLA's resolution of the dispute, the Governor, Governor's designee, or the lead agency determines that the assignment of financial responsibility was inappropriately made the following will occur:
  - (a) The Governor, the Governor's designee or the lead agency must reassign the financial responsibility to the appropriate agency; and,
  - (b) The SLA must make arrangements for reimbursement of any expenditures incurred by the agency originally assigned financial responsibility.
- 6.8. DCYF assures that all IFSP services are provided to each eligible infant and toddler and their family in a timely manner (within 30 days of parents giving signed consent to services), while resolution of pending dispute(s) occurs.