



**Memorandum of Understanding between
Santa Clara County Office of Education, Santa Clara SELPAs,
and
San Andreas Regional Center**

This is a Memorandum of Understanding (MOU) between the Santa Clara County Office of Education (hereinafter referred to as the SCCOE), Santa Clara North West Special Education Local Plan Area (NW SELPA), Santa Clara South East Special Education Local Plan Area (SE SELPA), and San Andreas Regional Center (SARC). The SCCOE, NW SELPA, SE SELPA, and SARC can be referred to as the "Party" or collectively as the "Parties" for the purpose of this MOU.

1. Overview

This MOU is intended to describe policies and procedures of the SCCOE, NW SELPA, SE SELPA, and SARC and the relating to the implementation of Part C of the Individuals with Disabilities Education Improvement Act of 2004 (hereinafter referred to as "Part C" or Part C of IDEA) and its implementing regulations. Specifically, this agreement will define the responsibilities of each agency, procedures for resolving disputes, and other components necessary to ensure effective cooperation, collaboration, and coordination between the two agencies.

SELPA	Districts
Santa Clara North West SELPA	Cambrian School District, Campbell Union School District, Campbell Union High School District, Cupertino Union School District, Fremont Union High School District, Lakeside Joint School District, Loma Prieta Joint Union School District, Los Altos Elementary School District, Los Gatos Union School District, Los Gatos Saratoga Union High School District, Luther Burbank School District, Moreland School District, Mountain View Los Altos Union High School District, Mountain View Whisman School District, Palo Alto Unified School District, San Jose Unified School District, Santa Clara County Office of Education, Santa Clara Unified School District, Saratoga Union School District, Sunnyvale School District, Union School District
Santa Clara South East SELPA	Alum Rock Union School District, Berryessa Union School District, East Side Union School District, Evergreen School District, Franklin-McKinley School District, Milpitas Unified School District, Mt. Pleasant School District, Oak Grove School District, Orchard School District, Gilroy Unified School District, Morgan Hill Unified School District, Santa Clara County Office of Education.

Authority

This agreement fulfills requirements of

- United States Code (USC) Title 20, Chapter 33.III, Section 1431 et seq.;
- Code of Federal Regulations (CFR) Title 34, Parts 300 and 303;
- California Education Code (EC), Part 30, Chapter 4.4;
- California Government Code Title 14 (California Early Intervention Services Act) Chapters 1-9, the approved state application submitted under the authority of Title 34 CFR;



- Title 17 Public Health Division 2, Chapter 2 Early Intervention Services, Subchapters 1-5.

Philosophy

SCCOE, NW SELPA, SE SELPA, and SARC endorse the philosophy that promotes a coordinated interagency service delivery system for infants and toddlers with special needs and their families within Santa Clara County. Santa Clara County's Early Start Program (ESP) service delivery system shall utilize available resources to enhance the ability of the family to promote the growth and development of their infant or toddler, thereby enabling the child to live within the community alongside his or her peers with or without disabilities.

Target Population

This agreement applies to activities and services performed on behalf of infants and toddlers, birth to three years of age, and their families, who are eligible for early intervention services under Part C of IDEIA, as defined in California statute, regulations, and policies. The eligible population are outlined in in Section 95014(a) of the California Government Code and summarized below:

Eligible infants and toddlers means infants and toddlers from birth through two years of age, for whom a need for early intervention services is documented by means of assessment and evaluation and who meet one of the following criteria:

1. **Developmental Delay:** Infants and toddlers with a developmental delay in one or more of the following six areas: cognitive development; physical and motor development, including vision and hearing; expressive communication development; receptive communication development; social or emotional development; or adaptive development. Developmentally delayed infants and toddlers are those who are determined to have a significant difference between the expected level of development for their age and their current level of functioning. A significant difference is defined as a percentage delay in one or more developmental areas as determined by the State Department of Developmental Services and the State Department of Education.
2. **Established Risk:** Infants and toddlers with established risk conditions, who are infants and toddlers with conditions of known etiology or conditions, including fetal alcohol syndrome, with established harmful developmental consequences. The condition shall be certified as having a high probability of leading to developmental delay if the delay is not evident at the time of diagnosis.
3. **High Risk:** Infants and toddlers who are at high risk of having substantial developmental disability due to a combination of biomedical risk factors.

2. Goals

- ☒ Improve access to inclusive, equitable, high-quality education.
- ☒ Provide quality support to districts, schools, students, and communities.
- ☒ Be a premier service organization.

3. Responsibilities

3.1. Shared Responsibilities:

Child Find



SARC and SCCOE shall conduct coordinated child find activities to locate all infants and toddlers who may be eligible for early interventions services. Primary referral sources include but are not limited to hospitals, including prenatal and postnatal care facilities, physicians, parents, childcare programs, LEAs, public health facilities, other social services agencies, other health care providers, public events such as community fairs (i.e Juneteenth, Summer Festival-Rotary Garden), places of worship, etc.

Child Find activities may include:

1. Assigning liaisons to local hospitals and hospitals with neonatal intensive care units;
2. Collaborating with the local *Family Resource Center* (FRC)— *Parents Helping Parents* (PHP) and other parent organizations or support groups;
3. Distributing early intervention materials to agencies and individuals providing medical, social and educational services in the community;
4. Producing and distributing public service announcements;
5. Producing and distributing pamphlets, brochures, and other written communication; and,
6. Making presentations to local professional groups, philanthropic organizations and other organizations established to inform and/or to serve culturally diverse populations.

SARC and SCCOE shall inform primary referral sources of

1. the eligibility criteria for early intervention services;
2. types of early intervention services available through the Early Start Program;
3. the Santa Clara County toll free telephone referral number for students with low incidence disabilities is 1-800-404-5900; the SARC-contracted intake team (STARS) toll free number for general early start referral is 1-844-701-9889.
4. the federal requirement that a referral shall be made to the Santa Clara County Early Start Program (ESP) within two workdays of identification of an infant or toddler who needs early intervention services.

Financial Responsibility

SARC shall be responsible for the provision of appropriate early intervention services that are required for California's participation in Part C of the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1431 et seq.) for all infants eligible under this section, except for those infants with solely a visual, hearing, or severe orthopedic impairment, or any combination of those impairments, who meet the criteria in Sections 56026 and 56026.5 of the Education Code, and in Section 3030(a) or (b) of, and Section 3031 of, Title 5 of the California Code of Regulations.

SCCOE shall be responsible for the provision of appropriate early intervention services in accordance with Part C of the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1431 et seq.) for infants with solely a visual, hearing, or severe orthopedic impairment, or any combination of those impairments, who meet the criteria in Sections 56026 and 56026.5 of the Education Code, and in Section 3030(a) or (b) of, and Section 3031 of, Title 5 of the California Code of Regulations, and who are not eligible for services under the Lanterman Developmental Disabilities Services Act (Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code).



For infants and toddlers and their families who are eligible to receive services from both SARC and SCCOE, SARC shall be the agency responsible for providing or purchasing appropriate early intervention services that are beyond the mandated responsibilities of SCCOE and that are required for California's participation in Part C of the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1431 et seq.). SCCOE shall provide special education services up to its funded program capacity as established annually by the State Department of Education in consultation with the State Department of Developmental Services and the Department of Finance.

A. Payor of Last Resort

SARC and SCCOE will operate within the provisions of the State Interagency Agreement and executed between the Department of Developmental Services (DDS) and the California Department of Education (CDE) on September 9, 1993.

Due to the importance of the provisions entitled "Payor of Last Resort", these pertinent sections of the State Interagency Agreement are presented below:

1. Definition - "Payor of Last Resort" means the regional center or local education agency (LEA) that is ultimately responsible to arrange, provide, or pay for appropriate early intervention services, as defined in Title 34 CFR, Section 303.527, as listed on an individualized family service plan (IFSP) as a required service, after all other providers or payors have been considered and eliminated because their legal responsibilities have been fulfilled under state or federal law.
2. Regional Center - The regional center will be the *Payor of Last Resort* for all Part C eligible infants who are regional center clients as defined by state law and policies, and the annual state application.
3. Local Education Agency - The LEA will be the *Payor of Last Resort* for those infants with visual, hearing or severe orthopedic impairment, or any combination thereof, who meet the criteria in California Education Code Section 56026 and 56026.5; and in the California Code of Regulations CCR Title 5, Section 3030 and Section 3031.

B. Maintenance of Effort

The SCCOE will serve all eligible infants and toddlers with solely low-incidence disabilities. Solely low incidence disabilities are blind/visually impaired; deaf/hard of hearing; deaf-blind or severe orthopedic impairment or a combination thereof.

SCCOE shall provide special education and related services to infants who meet both SCCOE & SARC eligibility criteria, provided SCCOE does not exceed funded program capacity as established annually by the State Department of Education in consultation with the State Department of Developmental Services and the Department of Finance. SCCOE agrees for the **2024-25, 2025-26, 2026-27** school years, to serve dually eligible children with multiple impairments that include deafness or hearing impairment "*under cap*" (up to our funded capacity).

SARC will be responsible for funding all SARC-eligible infants and toddlers and mutually eligible children *over* the SCCOE's funded program capacity. SARC is the designated *Payor of Last Resort* for infants and toddlers jointly served by SARC and SCCOE.

C. Year-round Provision of Services

SARC and SCCOE agree to work together to ensure the provision of services during periods of school vacations when services are required on the IFSP. The multidisciplinary IFSP team will



determine the need for continued services during short or extended school breaks. In instances where it is determined appropriate to introduce a new service provider to an “under-cap” child during a school break, SCCOE ESP director will consult with SARC Executive Team to consider either contracting with a SARC vendor temporarily, in the interim, for the duration of the vacation until SCCOE ESP resumes program or shifting the “under-cap” child to “over-cap” permanently.

SARC will assume the cost for providing the temporary interim service only until the school program reconvenes.

Program Implementation Policies

The ESP receives referrals for residents of Santa Clara County from a variety of individuals, public and private agencies and other sources. Referrals for solely low incidence disabilities should be directed to the toll-free referral number, which is 1-800-404-5900. Early Start general referral should be directed to SARC-contracted intake team (STARS) at 1-844-701-9889.

A. Referral Procedures

Referral information is entered into each agency's database. Parties will share data, as appropriate, for programming and auditing purposes. All local elementary school districts in Santa Clara County have agreed to complete assessments on children who are 2 years-10 months on the day of referral. A joint referral will be made to SARC regular intake department for these children aged 2.10 through 3 years old so that they can proceed with determination of eligibility for regional center services and establishment of an IFSP as appropriate.

The ESP *eligibility enrollment specialist* will:

- begin a communication log for each referral documenting the date the referral was received and logging all contacts to the family or attempts to contact the family regarding e.g., gathering information, scheduling appointments etc.
- forward referrals to the family's district of residence based on appropriate timelines
- take all database information agreed upon to complete the ESP *Student Intake Data Input Sheet*.
- send an intake packet to the family the same day the referral is received to include:
 - Welcome letter/packet
 - ESP flyer
 - Authorization for Exchange of Student Health and Educational Information (SCCOE HIPPA compliant)
 - Passbook Intake Form w/Home Language Survey
 - Passbook Medical and Developmental History
 - Parent Rights flyer
 - Family Resource Center information
 - Contact information and intake location to SARC-contracted intake team (STARS) &/or Chandler Tripp
 - Return envelope and/or electronic option
- make a file (paper and/or electronic) for the intake including all necessary forms for the service coordinator to begin the intake process including Parents Rights Booklet and SARC Due Process packet.

SARC and the SCCOE will meet to review the status of *all* referrals (except those considered solely low incidence) and assign ongoing SARC service coordinators. The 45-day intake time period begins



on the day the initial referral is received from parent or other referring party. A referral includes a fax referral form or any other form of documentation or oral contact from any individual, not limited to the parent. The SCCOE ESP team and SARC-contracted intake team (STARS) will log all attempts to contact the parent from the time that the initial information was received by both agencies.

The initial evaluation and assessment for eligibility for each infant or toddler shall be completed within 45 days from the time of the referral. **Exceptional family circumstances** beyond the control of the ESP which make it impossible to complete the initial evaluation and assessment within 45 days of the receipt of the referral, will be documented. Exceptional family circumstances (CCR Title 17 Section 52086) include but are not limited to: the illness of the child or parent/care provider; the absence of the child from geographic area; inability to locate parent/care provider, a natural disaster, or other circumstance beyond ESP's control. Parents will be informed of the reasons for the delay and their agreement with the reasons for the delay shall be documented. At this time an alternate timeline (which includes a specific date for completing the evaluation as soon as possible) will also be documented in the child's record.

B. Intake Procedures

The intake process for ESP begins when the phone call is received by the *eligibility enrollment specialist*. The *SCCOE Intake Team* is responsible to collect all the necessary forms, medical information, and permissions from the family. These forms include:

- Authorization for Exchange of Student Health and Educational Information (SCCOE HIPPA compliant)
- Intake Referral Packet Checklist
- Passbook to Services Intake Form
- Passbook Medical and Developmental History
- California School Immunization Record
- Assessment Plan- Part C
- Notice of Meeting
- IFSP Forms
- IFSP Changes/Additions
- Agency specific forms (responsibility of each agency)

All intakes are scheduled in the natural environment whenever possible by mutual agreement between the intake service coordinator and the family.

C. Assessment Procedures

SCCOE and SARC-contracted intake team (STARS) will utilize agreed upon assessment tools and reporting formats, which also meet SARC requirements, to evaluate eligibility for all incoming referrals and to conduct ongoing assessment in the following areas: family priorities, concerns, and resources; physical development including vision and hearing; cognitive development; communication development; social-emotional development and adaptive development. Copies of assessment, IFSPs, and other appropriate documentation will be maintained by SCCOE and SARC. SARC or SCCOE will make at least one contact with the family prior to the IFSP meeting to ensure all information is communicated regarding the Early Start process and to ascertain the needs of the family.



A joint eligibility meeting will be held with SARC intake contractor, SARC management, and SCCOE where all referrals are shared and eligibility for each agency is discussed. Information is shared, with the consent of the family, to recommend eligibility for both agencies to the IFSP team. SCCOE will continue to serve and assess all eligible children with solely low incidence disabilities. SCCOE will keep SARC informed of all program openings.

D. Individualized Family Service Plan (IFSP)

SARC and SCCOE will participate in the IFSP for any child who is dually eligible.

SCCOE intake service coordinators will assume responsibility for scheduling the multi-agency meeting for dually eligible children, notifying all appropriate agency personnel, and assuring that team members have shared information prior to the meeting. All participating agencies will provide information for review at the IFSP meeting.

The six-month IFSP review shall be conducted by the SARC or SCCOE *Service Coordinator* identified by the parent(s) on the IFSP. Any changes that need to be made to the IFSP during or before the six-month review must be documented by completion of the *Review of IFSP* form and a copy must be sent to all involved agencies (e.g., school district &/or SARC) for their records. If a change is requested that will result in new or additional services being provided, the agency that will provide or pay for those services must concur and approve. Any change to the IFSP may not be implemented without prior written approval of the parents.

It is understood that each agency can only commit to providing services funded by that agency, i.e., SARC can only authorize payments for SARC services and the SCCOE for SCCOE services. {GC95014 (d)} Services will be provided as soon as possible.

The agency's representative attending the IFSP meetings will have the authority to sign the IFSP document for the agency.

If English is not the primary language of the family, it is agreed that the agency that conducts the initial intake meeting with the family will arrange for the services of an interpreter for the multi-agency IFSP meetings.

E. Transfer and Transition Procedures

SARC and SCCOE will use existing information whenever possible to determine continued eligibility and to minimize delay in the provision of services when transfers occur from another regional center or LEA to Santa Clara County with an existing IFSP. The procedures contained in California Education Code (EC) 56325, pertaining to the IEP, shall apply for an infant or toddler with an existing out-of-county IFSP who moves into Santa Clara County. If SCCOE is operating under funded capacity or for an infant with a solely low incidence disability, SCCOE's administrator shall ensure that the child is immediately provided with services in conformity with an IFSP, unless the parent agrees otherwise. If SCCOE's enrollment is at their funded capacity, services for the new child shall be provided by SARC.

In both instances the IFSP will be implemented to the extent possible within existing resources. Before the end of the 30-day period, the IFSP services shall be reviewed, and recommendations made by the IFSP team for services. The IFSP team will use information from records and reports from the program from which the child transferred as well as information gathered during the interim services. (California EC 56325 (a) (b))



Part C transition procedures will be followed by SARC, SCCOE and the School District. SARC, SCCOE, and SELPA will collaborate to conduct joint trainings for SARC Service Coordinators, SCCOE staff, and School District staff regarding Part C transition.

F. Service Coordination

Either agency may be called upon to assume the role of the IFSP Service Coordinator. It is anticipated that many of the families jointly served by SARC and by SCCOE under the current mandate may have a member of the SCCOE's Early Start Program as its IFSP Service Coordinator. In that instance, the SARC Service Coordinator would still be responsible for arranging all needed purchases of service normally provided by SARC and for assuring that all generic services are pursued prior to the purchase of any service with SARC funds.

Surrogate Parents

A. SARC or SCCOE shall assign an individual to act as a surrogate parent if:

- No parent can be identified;
- The infant or toddler is a dependent of the juvenile court and the parental rights of the parent have been limited by the court or relinquished; or
- The parent cannot be located, after reasonable efforts by SARC or SCCOE.

B. Assignment of a surrogate will follow guidelines as outlined by Santa Clara County SELPAs and will include procedures for:

- Determining whether an infant or toddler needs a surrogate parent;
- Assigning a surrogate parent to the infant or toddler consistent with the provisions of this Article and Government Code Section 7579.5;
- Ensuring that surrogates have no interest that conflicts with the interests of the infant or toddler he or she represents;
- Ensuring that surrogates have knowledge and skills that ensure adequate representation of the infant or toddler (e.g., through periodic *Surrogate Parent Training* provided by SELPA);
- Ensuring that the surrogate parent is not an employee of any regional center, SELPA, LEA, SCCOE or service provider involved in the provision of early intervention services to the infant or toddler. A person who otherwise qualifies as a surrogate parent is not an employee solely because he or she is paid by a regional center, SELPA, LEA, or SCCOE to serve as a surrogate parent.

C. A surrogate parent may represent an infant or toddler in all matter related to:

- The evaluation and assessment of the infant or toddler;
- Development and implementation of the infant's or toddler's IFSP including annual evaluations, assessments and periodic reviews;
- The ongoing provision of early intervention services to the infant or toddler;
- Requesting mediation or due process hearings; and
- Any other early intervention service established under Part C of IDEIA, Title 20 US Code Sections 1431-1445.



D. A surrogate parent may not provide consent for medical services for which consent by a parent or legal guardian is required.

Procedural Safeguards

SARC, SELPAs and SCCOE will abide by the Procedural Safeguards as outlined in the Federal Law, Part C of *IDEA* and other relevant federal and state regulations.

Dispute Resolution

SARC, SELPAs and SCCOE must abide by the established dispute resolution process as described in the *Parents' Rights*, should a dispute arise in one of the areas:

- a) Which agency is responsible for the infant and family evaluation, assessment; service coordination; and the development and implementation of the IFSP and,
- b) Which agency is responsible for the provision/purchase of appropriate early intervention services.

Dispute Resolution Process:

STEP 1: Every attempt should be made to resolve the dispute at the lowest possible administrative level starting with the supervisory level up to the agency director at SARC and the SELPA director.

STEP 2: If resolution of the dispute is not achieved, the two parties can request technical assistance from the Department of Developmental Services (DDS) and the California Department of Education (CDE).

STEP 3: 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.

STEP 4: The state-level review will be conducted jointly by DDS and CDE and a decision rendered within 60 calendar days of receipt of the dispute.

Status of Services During a Dispute

During the pendency of a dispute, a child must continue to receive the appropriate early intervention services currently being provided. If the dispute involves initial early intervention services, the child must receive all the early intervention services identified and agreed to in the IFSP.

Joint Training

All agencies agree to the joint training of staff regarding the implementation of Part C within the county. Staff will be informed of the contents of this Agreement. Future joint training may be held if new procedures are developed, or this agreement is substantially modified. SARC and SCCOE agree to notify the other party of any conferences or workshops pertinent to the implementation of Part C.

4. Articulation of Monies/Compensation

There is no compensation associated with these services.

5. Other Terms

- 5.1. Amendments: Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all the parties



to this MOU.

6. Insurance/Hold Harmless

- a. Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.
- b. Indemnification: The SCCOE and the Agency shall be held harmless from and against any and all claims arising from a default in the performance of any obligation of the MOU.

7. Duration of MOU

This MOU begins on **July 1, 2024** and ends on **June 30, 2027**.

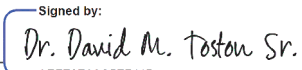
8. Termination

Either SARC, SCCOE, or the SELPAs may terminate this MOU with or without cause upon 180 days (6 months) advanced written notice to all parties.

9. Approvals

This MOU shall become effective upon its approval and signature by the authorized officers:

Santa Clara County Office of Education:

By:  Signed by: Dr. David M. Toston Sr.
Signature of Authorized SCCOE Official
Name: David Toston, Sr., Ed.D.
Title: County Superintendent of Schools
Date: 6/18/2025 | 11:40 AM PDT
Address: 1290 Ridder Park Dr, San Jose, CA 95131
Phone: (408) 453-6511
Email: dtoston@sscoe.org

San Andreas Regional Center:

By:  DocuSigned by: Javier Zaldivar
Signature of Authorized SARC Official
Name: Javier Zaldivar
Title: Executive Director
Date: 10/7/2024 | 12:23 PM PDT
Address: 6203 San Ignacio Ave, Ste. 200, San Jose, CA 95119
Phone: (408) 374-9960
Email: jzaldivar@sarc.org

Santa Clara County Office of Education

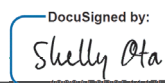
Santa Clara North West (NW) SELPA:

By: 
Signature
Name: Michael Gallagher, Ed.D.
Title: Chairperson, NW SELPA Governance Council
Superintendent, Sunnyvale SD
Date: 11/21/2024 | 5:49 PM PST
Address: 819 W. Iowa Ave, Sunnyvale, CA 94086
Phone: (408) 522-8200
Email: michael.gallagher@sesd.org

Santa Clara South East (SE) SELPA:

By: 
Signature
Name: Glenn Vander Zee
Title: Chairperson, SE SELPA Exec Council
Superintendent, East Side Union HSD
Date: 11/20/2024
Address: 830 N. Capitol Ave, San Jose, CA 95133
Phone: 408-347-5000
Email: vanderzeeg@esuhsd.org

By: 
Signature
Name: Leo Mapagu
Title: NW SELPA Executive Director
Date: 10/9/2024 | 8:51 AM PDT
Address: 1290 Ridder Park Dr, San Jose, CA 95131
Phone: (408) 453-6566
Email: LMapagu@sccoe.org

By: 
Signature
Name: Shelly Ota
Title: SE SELPA Director
Date: 10/7/2024 | 11:05 AM PDT
Address: 3434 Marten Ave, San Jose, CA 95148
Phone: (408) 223-3771
Email: sota@mpesd.org

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