

COOPERATIVE AGREEMENT BETWEEN
THE STATE BOARD OF EDUCATION ON BEHALF OF
THE GEORGIA DEPARTMENT OF EDUCATION
AND
THE GEORGIA DEPARTMENT OF HUMAN RESOURCES
REGARDING EDUCATION AND RELATED SERVICES

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COOPERATIVE AGREEMENT BETWEEN
THE GEORGIA DEPARTMENT OF EDUCATION
AND
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This Agreement is entered into by and between the State Board of Education who is authorized to contract for the Department of Education and the Department of Human Resources of the State of Georgia.

WHEREAS, the provision of an adequate public education for the citizens is a primary obligation of the State of Georgia; and

WHEREAS, it is the policy of the State of Georgia to afford each child requiring placement the maximum of opportunity to be placed in a suitable environment and with persons or institutions having appropriate qualifications and facilities to provide a necessary and desirable degree and type of care; and

WHEREAS, the Department of Human Resources has the responsibility to administer programs and provide services to help needy individuals attain the maximum economic and personal independence of which they are capable; and

WHEREAS, county departments of family and children services must administer public assistance for the care and treatment of dependent, neglected, delinquent, and disabled children; and

WHEREAS, the Department of Human Resources, including the divisions and offices that are a part thereof have the responsibility to cooperate in all necessary respects with other governmental agencies and to enter into reciprocal and cooperative agreements with other agencies; and

WHEREAS, the law requires formation of local interagency committees to staff cases and review and modify as needed decisions about placement of children and adolescents in out-of-home treatment or placement;

WHEREAS, the law requires notification by the custodian or custodian agency of the child and requires the development of procedures binding on all agencies, including DOE, DHR and the local units of administration to implement the provision of free public instruction; and

WHEREAS, the Department of Education has the responsibility to assure that preschool and school-age students with disabilities are provided special education and related services; and

WHEREAS, the Department of Human Resources has the responsibility for providing hospitalization, institutional care, and community services to persons with mental illness, mental retardation/developmental disabilities, and/or substance abuse, and habilitation services to individuals with disabilities; and

WHEREAS, the Department of Education and the Department of Human Resources desire to establish a method for the delivery of special education and related services to those preschool and school-age students with disabilities (ages birth through 21) and for delivery of education services to children and adolescents who are in out-of-home placements and who may also be in need of the services of the Department of Human Resources; and

WHEREAS, the Department of Education and the Department of Human Resources desire to clearly

delineate those persons for whom each agency is responsible for the delivery of services, so that all citizens of this State will be effectively served; and

WHEREAS, the Department of Education, through a contract with the Department of Human Resources, provides funds appropriated by the General Assembly annually for special education and related services to eligible students; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Department of Education and the Department of Human Resources hereby agree as follows:

I. GENERAL

A. Term

The term of this Agreement is effective with the signing date until such time as revisions are determined to be necessary by either the Department of Education or the Department of Human Resources.

B. Purpose

The purpose of this agreement shall be designated as follows:

TO ENSURE that cooperation and collaboration exist between the Department of Education (DOE) and the Department of Human Resources (DHR) in implementing and maintaining a delivery system of education services to children and adolescents in out-of-home placements, including those students with disabilities receiving special education and related services who are committed to, reside in, or participate in educational programs; and

TO ENSURE that the Department of Education and the Department of Human Resources have procedures that meet the requirements of Part B and Part C of the Individuals with Disabilities Education Act (IDEA) of 1997 and 2004 revised; and

TO ENSURE that this agreement defines agency responsibilities and procedures for the resolution of interagency disputes, notification of placement of children in a particular school system, coordination of services, and obligations of the non-educational public agency in the provision of a free appropriate public education to students with disabilities; and

TO ENSURE that the Department of Education informs the Department of Human Resources of its responsibility for ensuring effective implementation of procedural safeguards, and once informed, are provided technical assistance and training; and

TO ENSURE that the Department of Education and the Department of Human Resources have the responsibility to develop and implement a coordinated services system designed to improve results for students and their families, which includes the use of strategies that promote service coordination, including a transition support team, accountability for results, and case management to facilitate program linkages, interagency financial strategies, interagency staff development, and coordination with other projects under the Elementary and Secondary Education Act of 1965.

C. Authority

1. Constitution of the State of Georgia Department of Education

2. Official Code of Georgia Titles 20, 39 and 49
3. Individuals with Disabilities Education Improvement Act of 2004 (IDEA)
4. Georgia State Board of Education Rules
5. Georgia State Program Plan for Special Education
6. Georgia Department of Human Resources Rules, Policies and Procedures, and other applicable laws and regulations.
7. Georgia Children's Medical Services Standards and Implementation Manual
8. Georgia Babies Can't Wait Standards and Implementation Manual
9. Mental Health, Developmental Disabilities and Addictive Diseases Implementation Model

D. Definitions

For the purpose of this Agreement, the following terms shall have the meanings designated below:

1. **Assistive Technology** - Any service that directly assists a student with a disability in the selection, acquisition, or use of any assistive device.
 - a. **Assistive device** - Any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of a student with a disability, excluding medical devices that are surgically implanted.
 - b. **Assistive technology services** include:
 1. The evaluation of the needs of a student with a disability, including functional evaluation of the student in the student's customary environment;
 2. Purchasing, leasing, or otherwise providing for the acquisition of assistive technology devices for students with disabilities;
 3. Selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing or replacing technology devices;
 4. Coordinating and using other therapies, interventions, or services with assistive technology devices, such as those associated with existing education and rehabilitation plans and programs;
 5. Training or technical assistance for the student with a disability or, if appropriate, that student's family;
 6. Training and technical assistance for the professionals (including individuals providing education and rehabilitation services), employers, or other individuals who provide services to, employ, or are otherwise substantially involved in the major life functions of the student.
2. **Case Management Consultation** – Once DHR has provided proper notification of a new foster child being enrolled in a new LSS or new school within a LSS, that LSS shall begin the Case Management Consultation according to State Board Rule. This process must begin no later than 5 days after notification of placement by the custodian or custodial agency.
3. **Commitment**
 - a. **Legal custody** - A legal status created by court order embodying the following rights and responsibilities:
 - The right to have the physical possession of the child or youth;
 - The right and the duty to protect, train, and discipline the child or youth;
 - The responsibility to provide the child or youth with food, clothing, shelter, education, and ordinary medical care; and

- The right to determine where and with whom the child shall live, provided that these rights and responsibilities shall be exercised subject to the powers, rights, duties, and responsibilities of the guardian of the person of the child or youth and subject to any residual parental rights and responsibilities (O.C.G.A. 49-5-3).
 - b. Mental Health: Involuntary Treatment - Court ordered treatment defined as care, diagnostic and therapeutic services, including the administration of drugs, and any other service for the treatment of an individual. Commitment is not the equivalent of legal custody. Commitment is related solely to issues of treatment and patients retain rights to be informed and consulted about their condition and treatment, among other rights. (O.C.G.A. 37-3-1 (9.1) sets forth current commitment criteria.)
 - c. Developmental Disabilities: Court Ordered Services - Services in which program personnel help clients acquire and maintain those life skills which will enable them to cope more effectively with the demands of their own persons and of their environment and to raise the level of their physical, mental, social, and vocational abilities. (O.C.G.A. 37-4-40 (e) sets forth current commitment criteria.)
4. Community Services - Community-based services and supports to individuals that are deemed necessary and appropriate by DHR to provide for training, habilitation, support, medical treatment and care, and primary health promotion services and programs, to include substance abuse (alcohol, tobacco and other drugs- ATOD), and prevention.
 5. DHR-Operated or Contracted facility – state owned or operated hospitals or facilities for MHDDAD services, private entities which contract with the state to provide MHDDAD services and community residential services, and County Boards of Health that are overseen by DHR or are services that have been contracted for through DHR.)
 6. The Georgia Department of Education - DOE.
 7. The Georgia Department of Human Resources - DHR.
 - a. Division of Family and Children Services - (DFCS)
 - b. Division of Mental Health, Developmental Disabilities, and Addictive Diseases (MHDDAD)
 - c. Division of Public Health - (DPH)
 8. Hospitalization - Diagnosis, care, and treatment provided to a person with mental illness, mental retardation/developmental disabilities, pursuant to an individualized plan at a DHR operated hospital or institution.
 9. Individualized Plans
 - a. Individualized Education Program (IEP) - A written statement required by IDEA for all children in special education, ages 3-21. An IEP includes a statement of the child's present levels of academic achievement and functional performance; a statement of measurable annual goals, including academic and functional goals; a description of how the child's progress toward meeting the annual goals will be measured and when periodic reports on the progress the child is making toward making the annual goals will be provided; a statement of the special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the child, or on behalf of the child, and a statement of the program modifications or supports for school personnel that will be provided for the child; an explanation of the extent, if any, to which the child will not participate with nondisabled children in the regular class; a statement of any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the child on State and districtwide assessments; the projected date for the beginning of services and modifications and the anticipated frequency, location, and duration of those services and modifications; and beginning not later than the first IEP to be in effect when the child is 16, and updated annually thereafter, an appropriate transition plan. The IEP is developed by the parents and a multidisciplinary team and includes all required components as outlined in the IDEA and Georgia Special Education Rules.

- b. Individualized Services Plan (ISP) – A services program, written in behavioral terms, developed by DHR and specifically tailored to the needs of individuals with disabilities receiving services from DHR operated or contracted providers.
 - c. Individualized Family Service Plan (IFSP) - A written early intervention plan required by IDEA for infants and toddlers with disabilities, ages birth to 3. The IFSP describes current level of functioning, the family's strengths and needs related to the enhancement of the child's development, the goals for the child and family members, and specific early intervention services needed to meet the goals. The IFSP is developed and implemented by the child's parents and a multidisciplinary early intervention team. If it is likely that the child will require special education services at age 3, a plan to transition the child into programs and services is also stated in the IFSP.
10. Instruction - Instruction designed to meet minimum guidelines identified by DOE.
 11. Least Restrictive Environment (LRE) - To the maximum extent appropriate, students with disabilities shall be educated with students who are not disabled. Students with disabilities have the right to be educated with their non-disabled peers, unless clear evidence is available that partial or full removal is desirable for the welfare of the student or of other students.
 12. Parent(s) - A natural, adoptive, or foster parent of a child (unless foster parent is prohibited by State law from serving as a parent); a guardian (but not the State if the child is a ward of the state); an individual acting in place of a natural or adoptive parent (including a grandparent, stepparent, or other relative) with whom the child lives, or an individual who is legally responsible for the child's welfare; or an individual assigned under sections 615(b)(2) and 639(a)(5) to be a surrogate parent.
 13. Regional Office – the office of the MHDDAD region and its administrative staff as created by OCGA Sections 37-2-3.1(a) and 37-2-5.1.
 14. Related Services - Transportation and such developmental, corrective and other supportive services (including speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, social work services, school nurse services designed to enable a child with a disability to receive a free appropriate public education as described in the individualized education program of the child, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services, except that such medical services shall be for diagnostic and evaluation purposes only) as may be required to assist a child with a disability to benefit from special education, and includes the early identification and assessment of disabling conditions in children. Related services do not include a medical device that is surgically implanted, or the replacement of such device.
 15. Responsible Local School System (LSS) (when students are placed in DHR-operated or contracted facilities (including community residential services):
 - a. For a student living with the parent(s) or guardian(s), the responsible LSS is the school district of the residence of the parent or guardian;
 - b. For a student who is in the permanent or temporary custody of the state or committed to the state, and is placed with foster parent(s), the responsible LSS is the school district in which the residential service is located;
 - c. For a student who is in the permanent or temporary custody of the state or committed to the state, and not placed with foster parents, the responsible LSS is the school district in which the residential service is located;
 - d. For a student in the custody of the parent(s) but placed by DHR in a DHR operated or contracted facility, the responsible LSS is the school district in which the residential service is located.
 16. Students with Disabilities - Students with disabilities (ages 3 through 21), meeting eligibility criteria as defined in the Georgia Special Education Rules (160-4-7-.01) and are receiving special education and related services through programs in local school systems.
 17. Special Education – Specially designed instruction provided at no cost to parents that meets the unique needs of

a student with a disability. Special education includes instruction in the regular classroom, in the home, in hospitals, institutions and other settings; physical education; travel training; and vocational education.

18. Surrogate Parent - A person appointed for a student for whom no parent can be identified or who is a ward of the state or whose parent's whereabouts cannot be discovered, after reasonable efforts by the local education agency. Such surrogate parent has no interest that conflicts with the interests of the student presented, has knowledge and skills that ensure adequate representation of the student, is not an employee of State educational agency, the local educational agency, or any other agency that is involved in the education or care of the child. In the case of a child who is a ward of the State, such surrogate may alternatively be appointed by the judge overseeing the child's care provided that the surrogate meets the requirements of this paragraph. In the case of an unaccompanied youth as defined in the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(6)), the local educational agency shall appoint a surrogate in accordance with this paragraph. The State shall make reasonable efforts to ensure the assignment of a surrogate not more than 30 days after there is a determination by the agency that the child needs a surrogate.
19. Transition Services – a coordinated set of activities for a child with a disability that is designed to be within a results-oriented process, that is focused on improving the academic and functional achievement of the child with a disability to facilitate the child's movement from school to post-school activities, including post-secondary education, vocational education, integrated employment (including supported employment), continuing and adult education, adult services, independent living or community participation. Such services must be based on the individual child's needs, taking into account the child's strengths, preferences, and interests; must include instruction, related services, community experiences, the development of employment and other post-school adult living objectives, and, when appropriate, acquisition of daily living skills and functional vocational evaluation.
20. Transition for Young Children with Disabilities - Services provided to children, beginning no later than 6 months prior to the child's third birthday, to promote a smooth and effective transition to LSS preschool programs or other appropriate services or programs. With informed, written parental consent, each LSS will participate in transition planning conferences arranged by DHR. If requested by the parent(s), the BCW service coordinator shall be invited to IEP meetings for children transitioning to LSS. By as early as nine months before and no later than ninety days before the third birthday of a child transitioning to the LSS, an IEP will be developed for the child and implemented by the time the child reaches the age of three.
21. Young Children with Disabilities – Children with disabilities, ages birth to 3, who meet eligibility requirements for services provided by DHR programs.

E. Contracting

Whenever the terms of this Agreement place a duty or responsibility on DOE or DHR, DOE or DHR may contract for performance of the duty or responsibility; provided, however, the agency which contracts or performs the duty or responsibility assures that the duty or responsibility will be performed according to this Agreement.

II. RESPONSIBILITIES

A. General

When the IEP of a student with a disability calls for special education and related services to be provided, the financial responsibility of DHR shall precede that of the educational agency in accordance with the requirements of IDEA 2004.

There are currently no reimbursements made to local systems pursuant to this agreement. Should such payments become necessary, DHR and DOE will collaborate to amend this agreement to define the terms and conditions under which such reimbursements would be made, responsibility for determination and verification of amounts,

for communication with local school systems in regard to procedures, for monitoring and oversight, and for payment documentation and timelines.

1. DOE

DOE shall ensure that each child is enrolled upon notification by DHR and is permitted to attend school. DOE shall ensure that the responsible local school system begins the Case Management Consultation process for every out-of-home child or adolescent upon enrollment (but in no instances later than 5 days after notification of placement) of the child or adolescent by the placing agency.

DOE shall ensure that the responsible local school system develops and implements an IEP for every eligible student with a disability, regardless of the placement of the student in the continuum of available services, within 60 days after the student is enrolled in the school system.

DOE shall ensure that the responsible local school system develops an IEP within 30 calendar days of determination of a student's eligibility for special education in circumstances where a student with a disability is not yet receiving special education services.

DOE shall ensure that the responsible local school system provides services comparable to those described in a previous IEP when a student with a disability transfers from one school system to another (regardless of whether that school system is within the same state).

2. DHR

DHR shall ensure that the custodian of the child/placing agency notifies the appropriate school system at least five days in advance of the move when the child is moved from one school system to another (pursuant to 20-2-133(b)(3)(B)) and enrolls the child or adolescent within five days of placing a child or adolescent in a home, facility or institution within a particular school system unless documentation shows that emergency hospitalization, crisis intervention, or sudden foster placement disruption occurs, rendering such 5 day notice or placement impossible.

DHR, through state-operated or contracted agencies, shall provide hospitalization, institutional care, and community services to students with disabilities. All students with disabilities of school age who reside in DHR-operated facilities or contracted community services shall have an appropriately developed IEP to meet the individual educational needs of the student. In addition, all young children with disabilities, ages birth to 3, through Part C/early intervention of IDEA, shall receive special education and related services through an appropriately developed IFSP.

B. Eligibility

1. DOE

Eligibility to receive special education and related services is determined by the LSS through the evaluation process. Eligibility for special education and related services shall in no way affect eligibility for hospitalization, institutional care, and community services.

2. DHR

Eligibility for hospitalization, institutionalized care, community services, habilitation, and rehabilitation services is determined by DHR through evaluation processes. Eligibility for these services shall in no way affect eligibility for special education and related services.

C. Determination of Services

1. DOE shall ensure that the following federal and state requirements are implemented.

- a. Evaluation and Referral

The responsible LSS shall ensure that comprehensive evaluations are completed for each student who is referred through Child Find efforts for special education.

The responsible LSS, through the IEP/Placement Committee, shall determine the appropriate special education and related services for eligible students with disabilities.

The responsible LSS, through the IEP/Placement Committee, shall review all IEPs at least annually, unless the parent and the LSS agree to a comprehensive multi-year IEP, not to exceed 3 years, that is designed to coincide with the natural transition points for the child.

The responsible LSS shall ensure that students with disabilities placed in special education programs are reevaluated at least every three years.

b. Placement Determination

The responsible LSS IEP/Placement Committee shall determine appropriate special education and related services for students with disabilities. An IEP shall be developed for every eligible student with a disability regardless of the placement of the student in the continuum of available services. This continuum of appropriate special education and related services may include, but not be limited to, services provided by public and private schools, private agencies, and DHR-operated or contracted agencies.

c. Access to DHR Services:

The responsible LSS may provide information to parent(s)/legal guardian(s) of a student with a disability regarding access to designated DHR providers for screening and services.

d. Procedural Safeguards/Parents' Rights

The LSS, when it proposes to initiate changes in the identification, evaluation, or educational placement of a student with a disability or the provision of a free, appropriate public education (FAPE) to the student, shall inform the parent(s)/guardian(s) of their procedural safeguards/parental rights through written information.

e. Surrogate Parents

Surrogate parents shall be trained by the LSS and appointed, when needed and appropriate.

2. DHR shall ensure that the following federal and state requirements are implemented.

a. Referral

DHR-operated and contracted agencies, in an effort to support Child Find activities conducted in LSSs, shall inform the responsible LSS of each student with a disability who is placed in a DHR facility. Each DHR facility, upon referral to the LSS, shall provide all current assessment data that it maintains on a student.

b. Evaluation

DHR shall evaluate each referred student with a disability for appropriate services.

c. Service Determination

DHR shall determine appropriate delivery of hospitalization, institutional care, or community services.

d. Development of the IFSP or ISP

DHR shall develop an IFSP, as appropriate, for each young child with a disability, ages birth to 3, who is receiving community services.

DHR shall develop an ISP, as appropriate, for each student with a disability (ages 3 through 21) who is receiving MH services and an IPP for children receiving DD services

DHR shall facilitate the provision of services specified in an IFSP, ISP or IPP.

e. Appeals

DHR shall inform the parent(s)/legal guardian(s) of their rights to present complaints, grievances or appeals regarding eligibility for the provision of hospitalization, institutional care, and community services, any MHDDAD or DPH services through procedures established by DHR.

III. PROVISION OF SERVICES FOR STUDENTS PLACED IN DHR FACILITIES

A. Notice, Transfer of Records, and Educational Meetings

DOE and DHR shall implement the requirements for students regarding notice, transfer of records, and educational meetings in O.C.G.A. Section 20-2-133 and the Georgia Education Rule 160-4-7-.25.

B. Delivery of Services

1. DOE

DOE/LSS shall ensure that students with disabilities who participate in any special education program in local or state agencies, schools, private residential programs, DHR facilities, or community programs receive special education and related services through an appropriately written IEP.

DOE/LSS shall do this through collaboration with education programs at state and local education agencies, private schools, charter schools, and any state agency program that has placed students with disabilities in any program administered by DHR.

DOE/LSS shall ensure that each DHR placed foster child who is enrolled in a new school shall receive a Case Management Consultation according to State Board Rule. Upon notification by DHR that a child is being placed in a new LSS or new school within a LSS, the LSS shall have 5 days to convene a Case Management meeting for that child.

2. DHR

DHR shall ensure provision of services, including hospitalization, institutional care, and community services, to persons with disabilities placed at institutions, hospitals, mental retardation service centers, and community mental health programs according to the IFSP or ISP.

IV. PROVISION OF SERVICES TO YOUNG CHILDREN WITH DISABILITIES

A. Collaboration

The DOE and DHR shall ensure that collaboration and cooperation exist in implementing and maintaining a seamless service delivery system for young children with disabilities, birth to 5, and their families. This will be achieved through the development of collaborative relationships at the state and local levels that result in effective family-centered systems of service.

B. Preschool Transition/Delivery of Services

1. DOE

DOE shall ensure oversight responsibility of Child Find activities for all children with disabilities, birth through 21, as stated in IDEA. DOE/LSS shall assume lead responsibility for Child Find activities beginning at age 3.

DOE/LSS shall refer all children under the age of 3 suspected to be in need of special education and related services to DHR.

DOE/LSS shall ensure that local school system personnel participate in transition planning and conferences arranged by Part C/early intervention personnel. The planning shall begin at least 90 calendar days (and may begin up to 9 months) before the child's third birthday. With informed written consent of the child's parent(s)/legal guardians and at a mutually agreed upon time, the conferences will determine steps to be taken to ensure a smooth and effective transition for a child who is exiting from the Part C/early intervention program, is possibly eligible for special education services, and entering a LSS.

DOE/LSS shall ensure that individual children have been identified, evaluated, and placed into special education programs when all requirements of Georgia Special Education Rules for eligibility have been met.

DOE/LSS shall be responsible for providing all special education and related services to children, ages 3-21.

2. DHR

DHR shall assume the lead responsibility for Child Find activities for children from birth to 3 years of age except where a local interagency agreement provides for joint Child Find activities.

DHR shall ensure that all young children, birth to 3, who are eligible for Part C/Under IDEA early intervention program and related services are identified, located, and evaluated. A timely, comprehensive, multidisciplinary evaluation of each referred child shall be conducted at no cost to the child's parent(s).

DHR shall ensure that Individualized Family Service Plans (IFSPs) address steps for transition for young children and their families. DHR shall refer a child to the LSS without prior parent consent in order to meet the SEA's child find responsibilities under 34 CFR § 300.125. The specific information that can be included in the referral without prior parental consent for these limited child find purposes are the child's name, date of birth, and sufficient parent contact information. (DOE Division of Exceptional Students to follow-up with Babies Can't Wait).

DHR shall ensure that parents are informed that once a referral is made to the LSS, additional information other than that specified above can only be shared once informed parental consent is given. Once the LSS has adequate information, a transition plan will be developed with the parents and the LSS, and an IEP will be developed if the child is eligible for special education and related services programs in the LSS.

DHR shall ensure that, the LSS is notified of a child who will be transitioning into the LSS at least 90 days prior to the child's third birthday.

DHR shall assist LSSs in the identification, evaluation, and placement of young children with disabilities being served in Babies Can't Wait/Part C early intervention programs and transitioning to the LSS program. Service coordination and transition shall be initiated by DHR.

DHR shall ensure that all children ages birth through five years diagnosed with hearing impairment through OCGA Section 31-12-2 Public Health Notifiable Disease Reporting are referred to DOE for follow-up intervention services.

During the 9-month time frame, with informed written parental consent, the DHR lead agency and the LSS shall collaboratively develop a plan for individual children to ensure seamless transition. The process shall follow all requirements of Georgia Special Education Rules, "Babies Can't Wait Standards" and the IDEA to determine an individual child's needs and eligibility, and to develop an IEP, when appropriate.

V. PROVISION OF SERVICES TO YOUNG ADULTS

A. Transition Services

1. DOE

DOE shall, through the Case Management Consultation process, provide appropriate transition services for out-of-home children and adolescents. The local school system shall begin the Case Management Consultation process within 5 days after notification of the placement of a child/adolescent within the school system. The local school system shall convene an IEP team for students with disabilities placed in their school system to develop or review the IEP and recommend placement within 60 days after enrollment by the placing agency.

DOE shall, through the IEP/Placement Committee, develop appropriate transition plans for students with disabilities.

DOE shall ensure that IEPs for students with disabilities, at age 16 (or younger, if determined appropriate by the IEP/Placement Committee), include a statement of transition services needs that focus on the student's courses of study, such as advanced-placement courses or a vocational education program.

The DOE shall ensure that IEPs for students with disabilities, at age 16 (or younger, if determined appropriate by the IEP/Placement Committee), include a statement of needed transition services for the student.

DOE shall include in the IEP/transition plan a statement of interagency responsibilities or any needed linkages, if appropriate, to coordinate and provide necessary services. If a participating agency, other than the LSS, fails to provide the transition services in accordance with the IEP, the LSS will reconvene the IEP/Placement Committee meeting to identify alternative strategies to meet the transition objectives for the student contained in the IEP.

2. DHR

DHR shall make every effort to assist LSSs in developing effective and timely transition plans and services for all students and shall participate as members of SST/IEP/Placement Committees/Case Management Consultation teams when invited by the LSS.

3. DOE and DHR

DOE and DHR, at the local level and in cooperation with other agencies, shall develop interagency planning committees for transition in order to coordinate all community and state resources to assist students with disabilities in planning and accessing necessary services for when students leave the school setting.

B. Transfer of Rights

DOE shall ensure the transfer of rights to notice and concurrence in decisions regarding their education to students with disabilities at age 18 except for students who are under a continuing court ordered guardianship at least one year before the student reaches the age of 18. The IEP will contain a statement that the student has been informed of his or her due process rights, as outlined in IDEA and Parents Rights, and that those rights will transfer to the student at age 18 unless said student is under a continuing court-ordered guardianship. The parent(s)/guardian(s) and the student will be notified of the transfer of rights.

VI. OTHER

A. Cooperative Staff Development

DOE and DHR shall undertake cooperative staff development and in-service activities on statewide, regional, and local levels. State-level personnel shall cooperate in the dissemination of the terms of this Agreement.

DOE and DHR shall collaborate on training for parents regarding parental rights and procedural safeguards.

DOE and DHR shall undertake collaborative planning and implementation for effective cooperative staff development that addresses evidence/results-based practices for children and families.

B. Local Cooperative Agreements

1. DOE and DHR

DOE and DHR shall require that cooperative agreements be implemented at the local level between the responsible LSS and the appropriate governing authorities of local programs [e.g., governing authorities of Regional MH/DD/AD, Public Health (Babies Can't Wait), and county Departments of Family and Children Services.]

2. Content of a Cooperative Agreement

Cooperative agreements shall establish specific guidelines for dealing with release of information, including names of individuals within each agency responsible for transmission of information; identify responsibilities in delivery of services to mutual clients; and develop written agreements and guidelines regarding referrals and LSS services.

3. Quarterly Meetings

Local cooperative agreements shall include a mechanism for establishing at least quarterly meetings with staff from the above referenced agencies. These quarterly meetings shall provide a medium for dialogue about agency policies and procedures; discuss sharing of agency personnel and services currently available and proposed; discuss criteria for crisis intervention and hospitalization of clients; and generate minutes to be shared with agency representatives.

C. Statewide Data Sharing

DOE and DHR shall share non-personally identifiable data on students to determine the degree of success of this Agreement.

In all instances where personally identifiable data is needed to implement programs DHR and DOE agree to share personally identifiable information in accordance with State and federal law.

D. Review of Educational Services in DHR Facilities

DOE shall conduct reviews of the delivery of education and related services to students in DHR facilities (State Regional Hospitals) and at private residential schools where children have been placed by DHR through any of its programs. The reviews will be conducted by the DOE/ Division for Exceptional Students Compliance Review team and other personnel.

DHR shall fully cooperate in this review activity.

DHR shall implement corrective action plans to address any deficiencies reasonably identified and agreed upon by DHR in the review regarding the delivery of education and related services to students in DHR facilities. LSS personnel, as appropriate, will cooperate with DHR facility personnel in the implementation of corrective actions that are necessary.

E. Dispute Resolution

Noncompliance with this agreement shall be reported to DOE/Office of Legal Services or to DHR/Office of Legal Services for investigation and resolution. The agency receiving the complaint shall forward such complaint to the other agency. Both Department heads or their designees agree to confer in order to bring resolution to any dispute through mediation or other administrative or legal remedies.

F. Compulsory Attendance

Any parent, guardian or other person residing within this State who has control or charge of a child or children and who fails to enroll a child in the appropriate LSS may, upon conviction be subject to the penalties for non-compliance under §2-2-690.1 (Mandatory education for children between ages six and 16).

G. Provision of Compensatory Services

Upon a finding that the agreement is not being implemented, the noncompliant agency may be subject to the following remedies. This list is not exhaustive, and none of the following are mandatory.

1. If an agency fails to notify the local school system and enroll a child/adolescent in the local school system, such that the child/adolescent is without any services for more than 30 days, such agency shall be responsible for providing compensatory services and shall be financially responsible for the provision of such services.
2. If an agency fails to enroll or refuses to enroll a child/adolescent in accordance with state and federal law, such agency shall be responsible for providing compensatory services and shall be financially responsible for the provision of such services.
3. If an agency fails to refer an out-of-home child to the Case Management Consultation process within 30 days after notification of the placement of a child/adolescent within the school system, or fails to develop or review the IEP within 60 days after enrollment, such agency shall be responsible for providing compensatory services and shall be financially responsible for the provision of such services.

H. Construction

This Agreement is in no way to be construed as limiting or diminishing the responsibilities of DOE and DHR under State or federal law. In all instances this Agreement is to be construed to comply with requirements of State and federal law.

I. Third Parties

This Agreement shall not be construed to create rights in any third parties.

Signatures

Scott Austensen
Deputy State Superintendent of Schools
Georgia Department of Education

B. J. Walker
Commissioner
Georgia Department of Human Resources

Date

Date