MEMORANDUM

TO: Executive Directors
Pre-Admission Screening/Independent Service Coordination Agencies

FROM: Reuks Beneskin, Chief
Bureau of Policy, Planning, and Program Development

DATE: November 12, 2002

RE: Interagency Agreement—DHS and ISBE

Attached is the revised Interagency Agreement between the Illinois State Board of Education (ISBE) and the Department, which continues the original Interagency Agreement of February, 2000. That original agreement was written to lapse in one year. The new agreement continues indefinitely, unless one or the other party initiates action to modify or rescind it. There are no substantive changes related to the Office of Developmental Disabilities in the new document. If you have any questions about the Interagency Agreement, please contact Bob Holladay or Terry Braidwood in this Bureau’s Policy Section at (217) 785-7160. For issues regarding the needs of particular children and families, contact your Network Facilitator.

RCH: REH

cc: Jack Shook, Division Administrator, Special Education Compliance, Illinois State Board of Education
Jeri Johnson, Acting Associate Director, Office of Developmental Disabilities
Kathy Ward, Office of Legal Counsel, DHS
Network Coordinators, Facilitators, and Representatives
Bob Holladay
Terry Braidwood
INTERAGENCY AGREEMENT
BETWEEN THE ILLINOIS STATE BOARD OF EDUCATION
AND THE ILLINOIS DEPARTMENT OF HUMAN SERVICES

This agreement is made and entered into as of the date of execution by and between the Illinois State Board of Education (ISBE) and the Illinois Department of Human Services (DHS).

WHEREAS, the Illinois State Board of Education is the State agency responsible for ensuring that educational services are provided to all eligible children in Illinois (105 ILCS 5/2-3.76); and

WHEREAS, the Illinois Department of Human Services shall develop policies necessary to assure a coherent services system for and develop and coordinate planning on a Statewide basis for delivery of services to children or adolescents with mental illness and children and adolescents with a developmental disability (20 ILCS 1705/11.2); and

WHEREAS, Section 1412 (a)(12) of Individuals with Disabilities Education Act (IDEA) requires that the State educational agency develop and implement interagency agreements between the State educational agency and other appropriate State and local agencies to define the financial responsibilities of each agency for providing students with disabilities a free appropriate public education, and to resolve interagency disputes including procedures under which local educational agencies may initiate proceedings in order to secure reimbursement from other agencies.

NOW THEREFORE, in consideration of the promises and mutual covenants herein, the parties agree as follows:

PURPOSE

The purpose of this Interagency Agreement is to specify how the DHS Office of Developmental Disabilities (ODD) and Office of Mental Health (OMH) and the ISBE will jointly plan and determine eligibility and funding for students with disabilities who may require residential care. This agreement shall ensure that disabled students receive timely and coordinated services from these agencies.

RESIDENTIAL PLACEMENT PROCESS

1. DHS shall maintain contractual arrangements with local health and developmental disability screening agents and shall provide a list thereof to ISBE each year on July 1st.

2. DHS and ISBE shall jointly maintain, review and revise as necessary a screening tool for use by local educational agencies to assess mental health and developmental
disability needs to determine whether a contractual local screening agent should be invited to an Individual Education Plan (IEP) meeting. The screening tool shall be provided to all Local Education Agencies (LEAs) by the ISBE and any training to assure consistent implementation shall be provided jointly by the parties. The contractual local screening agent should be invited to an IEP meeting only in cases in which residential placement is contemplated for mental health or developmental disability purposes as indicated through the use of the screening tool. The contractual local screening agent shall work with the IEP team-meeting participants to determine whether community-based services, including in-home services and supports, are an appropriate alternative to residential placement. The DHS shall include in its contract with the local screening agent a notice and obligation clause to this effect.

3. If it is determined at an IEP meeting pursuant to IDEA that an individual may require residential placement due to mental health or developmental disability needs, that individual shall be referred immediately to the appropriate DHS screening agent for application for an Individual Care Grant (ICG) or the purchase of developmental disability services.

4. If a parent or guardian applies for an ICG, the DHS shall exercise due diligence to expedite the eligibility review process for that individual to the extent possible. Upon receipt of a completed application, the DHS shall make an eligibility determination within 30 calendar days. If an individual is determined to be eligible for an ICG, the DHS shall apply those funds for the non-tuition residential costs incurred by the individual, and the local educational agency shall pay the tuition costs in the co-funded setting as required in 105 ILCS 5/14-7.03. If an individual is determined to be ineligible for an ICG, the parent or guardian may appeal that determination as provided for in the ICG rule.

5. If a parent or guardian contacts DHS for the purchase of developmental disability services under this agreement, DHS shall expedite the consideration process to the extent possible. Upon receipt of a completed application as determined by DHS and upon the availability of existing funded residential developmental disability capacity, DHS shall make a placement determination within 30 calendar days. If an individual is approved for purchase of developmental disability services, the DHS shall apply those funds for the non-tuition residential costs incurred by the individual, as funds are available, and the local educational agency shall pay the tuition costs in the co-funded setting as indicated in Clause 4.

6. While an application or appeal of an ICG or purchase of developmental disability services is pending, the LEA shall as approved by the ISBE, fund residential placement costs, which arise in the event the residential placement must immediately be implemented as determined by the IEP team. If the ICG or purchase of developmental disability services is approved the DHS shall work with the ISBE, the LEA and the placement facility to pay for all non-educational costs incurred back to the date DHS
received the implemented ICG application or determined that all necessary information was available for the consideration of the developmental disability purchase of services, but in no event for a period of greater than 60 days.

7. If an individual who is placed as indicated in Clause 6 is determined to be ineligible for an ICG or is not approved for the purchase of developmental disability services by the DHS, the DHS shall provide written notice to the ISBE. Written rejection by the DHS shall be sufficient for the LEA to proceed with placement pursuant to its obligations under IDEA and the Illinois Administrative Code 226 and seek reimbursement according to 105 ILCS 5/14 7.01 and 7.02.

8. During the pendency of this agreement, DHS and ISBE shall work toward further training of involved agencies' staff, coordination of eligibility criteria, application procedures, administrative appeal processes, and funding mechanisms for individuals seeking both mental health or developmental disability services and educational services. The services coordination requirements of this agreement shall be reviewed at least yearly, with ISBE acting as the lead implementation agency.

DISPUTE RESOLUTION

9. The DHS and ISBE shall each designate from among their central office administrative personnel an individual who shall serve as a liaison to the other agency. They shall regularly exchange information collected by their respective agencies in connection with residential services provided to children who are mentally ill or developmentally disabled, and shall, together with key administrators from the two agencies, assure the better integration of services and procedures as required by Clause 8 of the Agreement.

TERM OF AGREEMENT

10. This Agreement shall be effective upon execution by both parties and shall remain in effect unless rescinded by 60-day notice by either party.

MODIFICATION

11. This agreement may be modified or amended with the consent of the parties at any time during its term. Amendments shall be in writing and signed by the parties.

By: [Signature]
Respicio F. Vazquez
State Superintendent of Education
ISBE

Date: 3-11-02

By: [Signature]
Linda Renee Baker
Secretary
DHS

Date: 3-26-02