

**Local Interagency Agreement Between  
NORTH BAY REGIONAL CENTER,  
SOLANO COUNTY SPECIAL EDUCATION LOCAL PLAN AREA, AND  
VALLEJO SPECIAL EDUCATION LOCAL PLAN AREA**

DESCRIPTION: Coordination of Services for Infants and Toddlers served under Part C of the IDEA to Preschool Services under Part B of the IDEA

CONTRACT NO. CN: 0001-2022/23

BEGINS: July 1, 2022

ENDS: June 30, 2025

ADMINISTERING AGENCY: Solano County Special Education Local Plan Area

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This is a local interagency agreement (“Agreement”) made and entered into between:

1. the North Bay Regional Center (“NBRC”),
2. the Vallejo Special Education Local Plan Area (Vallejo SELPA)<sup>1</sup>, and
3. the Solano County Special Education Local Plan Area (“Solano County SELPA”)<sup>2</sup>.

Hereinafter:

1. Vallejo SELPA and Solano County SELPA shall be collectively referenced as the “SELPAs.”
2. NBRC, Vallejo SELPA and Solano County SELPA shall be collectively referenced as the “Parties.”

The purpose of this Memorandum of Understanding between the Parties is to clarify the responsibilities of the agencies providing services under Part C of the Individuals with Disabilities Education Improvement Act (IDEA) as they relate to service coordination, assessment, provision of services and transition to Part B services under the IDEA.

There are three agencies within Solano County who provide Part C services including, NBRC, Vallejo Unified School District/Vallejo SELPA, and the Solano County Office of Education (SCOE).

**AGREEMENT**

**1. SCOPE OF SERVICES AND RESPONSIBILITIES OF PARTIES:**

A. Acronyms. The following acronyms apply to this Agreement:

DDS	Department of Developmental Services
EISC	Early Intervention Service Coordinator
HIPAA	Health Insurance Portability and Accountability Act
FERPA	Family Educational Rights and Privacy Act
IDEA	Individuals with Disabilities Education Improvement Act
IEP	Individualized Education Plan

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<sup>1</sup> Vallejo SELPA is a single district SELPA serving the Vallejo City Unified School District.

<sup>2</sup> Solano County SELPA is a multi-district SELPA. The following local educational agencies (“LEAs”) are members in the Solano County SELPA: Solano County Office of Education, Benicia Unified School District, Dixon Unified School District, Fairfield-Suisun Unified School District, Travis Unified School District, and Vacaville Unified School District.

IFSP	Individual Family Service Plan
IPP	Individual Program Plan
LEA	Local Education Agency
NBRC	North Bay Regional Center
ROI	Release of Information
SCOE	Solano County Office of Education
TPM	Transition Planning Meeting
SELPA	Special Education Local Plan Area

B. Responsibilities of Parties:

	SELPA and Member LEAs	NBRC
<b>SECTION A</b>	<b>REFERRAL PROCEDURES:</b> Procedures for coordinating child find activities with SELPAs/LEAs and NBRC to identify eligible infants and toddlers.	
A-1	<p>The Parties will continue child find activities within the local communities within their mandated parameters. Child find activities may include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Preparing and distributing written materials developed at the state level and locally.</li> <li>• Speaking to groups and agencies that are potential referral sources.</li> <li>• Making individual contacts with medical providers, local parent organizations and support groups, and other referral mandated agencies.</li> <li>• Other activities to promote child find in Solano County.</li> </ul>	
<b>SECTION B</b>	<b>REFERRAL PROCEDURES:</b> Procedures for coordinating referrals for evaluation and assessment.	
B-1	<p>Referrals may be received in oral or written format. They may be sent to NBRC or LEA staff, but always forwarded to the primary point of entry, the Warmline, within two working days.</p> <p>Referrals for all infants and toddlers, including those who are solely low incidence, will be made to the Warmline (1-800-646-3268), <i>which is available 24 hours per day</i>. The Warmline will accept referrals up to 34½ months of age. The agency responsible for intake will be identified and all referral information will be disseminated. (<i>Refer to Evaluation and Assessment section</i>).</p> <p>Collaborative meetings or conference calls may be held as necessary to allow for interagency coordination on complex cases.</p>	
B-2	<p>Each SELPA will update the Warmline and/or Early Intervention Service Coordinator (EISC) regarding space available within their funded capacity. LEA programs will be utilized, as appropriate, as the first referral option for all children as</p>	

	long as space is available and with parent consent.	
B-3	<p>For referrals initiated at age 2.9 or later, the assigned Service Coordinator shall notify the parent about mandated transition procedures and shall notify the resident LEA representative of the referral and forward all available information to the designated LEA preschool contact staff person.</p> <p>NBRC will proceed with the intake, assessment and IFSP if the child is made eligible for Early Start between 45 and 90 days prior to age 3.0.</p> <p>If the child is referred to Early Start less than 45 days prior to the child's third birthday, NBRC may, with parental consent, make a referral to the LEA for assessment.</p>	
B-4	The LEA contact shall be the District Special Education Director or designee.	
<b>SECTION C</b>	<b>SERVICE COORDINATION:</b> Procedures for assigning a service coordinator. <sup>3</sup>	
C-1		The regional center designee will assign a Service Coordinator after receiving the referral.
C-2	<p>After eligibility is established, an ongoing Service Coordinator will be determined at the initial IFSP meeting.</p> <ul style="list-style-type: none"> <li>• Service coordinators for children who are eligible for only one agency will be appointed by that agency. The LEA or NBRC designee will be responsible for assigning the Service Coordinator.</li> <li>• Service coordinators for dually eligible<sup>4</sup> children will be the Regional Center Service Coordinator.</li> </ul> <p>After eligibility is determined, the ongoing Service Coordinator will facilitate the development of the child's IFSP. The following factors will be considered when assigning an ongoing Service Coordinator:</p> <ul style="list-style-type: none"> <li>• family input</li> <li>• qualified personnel</li> <li>• professional most immediately relevant to the child and family's needs</li> <li>• professional caseloads geographical constraints</li> <li>• cultural and linguistic factors</li> </ul>	

<sup>3</sup> Refer to Evaluation and Assessment Procedures for service coordination responsibilities in the evaluation process. Refer to Transition for service coordination responsibilities in managing transition at age 2.6.

<sup>4</sup> Dually Eligible Children refers to children eligible under both Part C of the IDEA and NBRC.

	The Service Coordinator assigned is responsible for all parent contacts, paperwork, service monitoring, and is the primary source of all information on other community contacts, parent rights and procedural safeguards.	
<b>SECTION D</b>	<b>EVALUATION AND ASSESSMENT PROCEDURES:</b> Interagency procedures for identifying responsibilities of the SELPA and Regional Center for completing assessments.	
<b>D-1</b>	When a request for services is received by the Warmline or the SELPA, the 45-day timeline (calendar days) for the initial assessment and development of an IFSP, if eligible, begins.	
<b>D-2</b>	The SELPA is responsible for assessing potential solely low incidence child referrals received by that agency either directly or through the Warmline.	
<b>D-3</b>	When appropriate, joint assessments will be arranged by the intake Service Coordinator. Based on the assessment and service needs of the child, services may be provided by either agency alone or from both the SELPA and Regional Center.	
<b>SECTION E</b>	<b>EVALUATION AND ASSESSMENT PROCEDURES:</b> Procedures for timely exchange of information between the SELPA and NBRC.	
<b>E-1</b>	At the time of intake, the parent will sign a Release of Information (ROI) form, which will facilitate the exchange of information between the two agencies and other professionals and agencies involved with the family. When a signed request for ROI is received, the information will be sent or faxed to the requesting agency within five working days. During school breaks, record requests will be handled by the LEA or NBRC designee.	
<b>E-2</b>	Evaluations for children living within SELPAs will be conducted as follows: <ul style="list-style-type: none"> <li>• SELPAs will assess all solely low incidence referrals</li> <li>• NBRC will assess all referrals in the "at-risk" category</li> <li>• NBRC, in conjunction with either the SELPA or a vendored program, will assess all children who are potential dually eligible</li> </ul>	
<b>E-3</b>	<p>The agency that begins the evaluation and intake on a referred infant will be responsible for coordinating the completion of the process.</p> <p>The Service Coordinator will initiate the evaluation process in a timely manner. Procedures will include:</p> <ul style="list-style-type: none"> <li>• Obtaining parent/guardian signed consent for assessment</li> <li>• Completing ROI authorizations to include SELPA and NBRC and necessary medical records in compliance with HIPAA requirements.</li> <li>• Informing the infant/toddlers family of the Family Resource Center.</li> </ul>	

	<ul style="list-style-type: none"> <li>• Explaining and providing copy of Parental Rights and Procedural Safeguards.</li> <li>• Planning evaluation with appropriate assessors.</li> </ul> <p>For children suspected of having a Solely Low Incidence disability, the LEA will be the Service Coordinator for purposes of the initial assessment. The Regional Center will provide service coordination for all other children.</p> <p>All of the above will occur within the 45-day timeline culminating with an IFSP meeting.</p> <p>Eligibility for LEA and/or NBRC Part C services will be determined based on assessment as outlined in Section 52082 of Title 17 of the California Code of Regulations.</p> <p>The Service Coordinator is responsible for coordinating a periodic review of IFSP, in a manner acceptable to parents and in accordance with California Code of Regulations, Title 17, Section 52102. In addition, the services coordinator shall coordinate the annual IFSP meeting in accordance with Section 52104 of Title 17 of the California Code of Regulations.</p>
<b>SECTION F</b>	<b>EVALUATION AND ASSESSMENT PROCEDURES:</b> Mechanisms for ensuring the availability of contacts at regional centers and the SELPA/LEA at all times during the year.
<b>F-1</b>	<p>The mechanisms for ensuring the availability of contacts are as follows:</p> <ul style="list-style-type: none"> <li>• SELPA/LEA staff is available by phone, in person, via email or by mail.</li> <li>• The SELPA/LEA office is open year round.</li> <li>• During school breaks, NBRC personnel are provided with the LEA's Special Education Department's address and phone number, and the business numbers of the SELPA/LEA staff and the dates they are available to conduct assessments.</li> <li>• The SELPA/LEA staff will make certain that all time periods are covered to ensure that all assessments are completed within timelines.</li> </ul>
<b>SECTION G</b>	<b>INDIVIDUAL FAMILY SERVICE PLAN (IFSP):</b> Procedures for interagency IFSP development when appropriate.
<b>G-1</b>	<p>Initial interagency IFSPs are developed at meetings in the home, service provider location or at the school-based program with representatives from NBRC and SELPA/LEA staff. All IFSPs shall be developed in accordance with Title 17 of the California Code of Regulations, Section 52100 through 52110.</p> <p>Dually eligible children will have representatives from NBRC, LEAs and other appropriate service providers at the IFSP. Representatives will be invited with reasonable written notice by the IFSP Service Coordinator. Participation may be in person, in writing or by phone.</p> <p>All eligible infants will have an IFSP using the forms developed by NBRC.</p>

	For solely low incidence children, interpreting/translation will be provided by SELPA/LEA. For dually eligible children, the SELPA and NBRC shall make every effort to share interpreter/translator services. The participating agencies providing mandated services will endeavor to provide interpreters from existing staff.
<b>SECTION H</b>	<b>PROVISION OF SERVICES:</b> General
<b>H-1</b>	<p>These services may include the following:</p> <ul style="list-style-type: none"> <li>• assistive technology devices</li> <li>• audiology</li> <li>• family training and involvement, counseling, group-setting visits and home visits</li> <li>• health services</li> <li>• medical services for diagnostic or evaluation purposes</li> <li>• nursing services</li> <li>• nutrition services</li> <li>• occupational therapy</li> <li>• physical therapy</li> <li>• psychological services</li> <li>• service coordination</li> <li>• social work</li> <li>• special instruction</li> <li>• speech/language pathology</li> <li>• transportation and related costs</li> <li>• vision services</li> </ul> <p>Parental input is considered in determining types and levels of services provided, not the specific service providers that may be designated by the LEA or NBRC.</p> <p>For dually eligible children who are receiving services through schools and/or vendors, service providers will collaborate with regard to assessment, program implementation and transition.</p>
<b>SECTION I</b>	<b>PROVISION OF SERVICES:</b> Procedures to ensure the provision of services during periods of school vacations when services are required on the IFSP.
<b>I-1</b>	<p>A parent may contact the school or SELPA/LEA office when school is not in session to make a referral. School and SELPA/LEA staff are trained to provide parents with the procedure for contacting the regional center's Warmline to make a referral.</p> <p>School vacation periods are governed by LEA calendars and non-service days are specified on IFSP documents.</p>
<b>I-2</b>	For children with active IFSPs, the NBRC may provide, arrange, or

		purchase the required early intervention service, as required in the child's IFSP during school breaks.
<b>SECTION J</b>	<b>PROVISION OF SERVICES:</b> Procedures for accepting transfers of infants or toddler with existing IFSPs.	
<b>J-1</b>	Whenever an infant or toddler with an existing IFSP transfers into the SELPA/LEA, the child will be immediately provided with an interim placement for a period not to exceed 30 days. Before the expiration of the 30-day period, the interim placement will be reviewed by the IFSP team. Whenever possible, existing information will be used to determine continued eligibility and to minimize delay in the provision of appropriate early intervention services. The IFSP will be reviewed periodically as indicated on the IFSP.	
<b>J-2</b>	If the infant or toddler received early intervention services from an LEA, the SELPA/LEA shall be responsible for providing interim services.	If the infant or toddler received early intervention services from a regional center, NBRC shall be responsible for interim services.
<b>SECTION K</b>	<b>TRANSITION:</b> Transition planning procedures, which begin at least six months prior to a toddler's third birthday.	
<b>K-1</b>	<p>The Service Coordinator is the primary manager of all transition activities for which the child may be eligible.</p> <ul style="list-style-type: none"> <li>• The Service Coordinator will provide notice to the parent(s) at age 2.0 (24 months) to 2.6 (30 months), that the transition planning meeting will be scheduled.</li> <li>• The Service Coordinator (NBRC, SCOE, or Vallejo SELPA) will notify SELPA/LEA of children at ages 2.6 (30 months) to 2.9 (33 months) who receive school based and/or Early Start services and need a referral for assessment for eligibility under Part B.</li> </ul> <p>The Service Coordinator will also notify the LEA representative using the approved Transition Notification form (see Appendix B).</p> <p>Updated vendor assessments will be provided to the SELPA/LEA by the EIS prior to the IEP meeting.</p>	
<b>K-2</b>	An LEA representative must attend the transition planning meeting, which must be held between the ages of 2.6 and 2.9.	Invite the LEA to the transition plan meeting for all children whose parents are interested in pursuing Part B services.
<b>K-3</b>	<p>The timeline is as follows:</p> <ul style="list-style-type: none"> <li>• The LEA will contact families to within 15 days of referral to follow up with families identified by EISC that will most likely need support</li> </ul>	

	<p>around the registration needed for assessment purposes.</p> <ul style="list-style-type: none"> <li>• <u>LEAs are required to conduct an assessment</u> in all areas related to the suspected disability(ies) (which may include information from NBRC) for each child referred for special education and related services <u>and to hold an IEP meeting within 60 calendar days</u> from the date of receiving the parent's written consent for assessment.</li> </ul>	
<b>K-4</b>	The LEA will schedule and conduct the initial IEP meeting and invite NBRC as the Early Start provider to attend this IEP meeting by the child's third birthday.	NBRC Early Start services cease on the child's third birthday. However, NBRC is responsible for developing an IPP and providing necessary services if the toddler is also eligible for non-educational services under the Lanterman Developmental Disabilities Services Act.
<b>K-5</b>	When a child's third birthday falls between academic school years, the transition referral will be submitted to the LEA three months prior to the end of the school year. Reasonable attempts will be made to hold the IEP meeting prior to the close of the academic year. The IEP team will determine appropriate services and dates of initiation.	
<b>K-6</b>	The LEA shall ensure an appropriate general education preschool teacher participates in the IEP team meeting.	
<b>K-7</b>	The SELPA/LEA is responsible for initiating services upon the child's third birthday, or at the beginning of the next school term after the child's third birthday if that birthday occurs during a period when the LEA special education preschool program is not in session.	Eligibility criteria for Part B services will be made available to the NBRC. <i>(See Appendix A)</i>
<b>SECTION L</b>	<b>PAYOR OF LAST RESORT</b>	
<b>L-1</b>	NBRC or LEA is ultimately responsible to arrange, provide, or pay for appropriate early intervention services as defined in federal code, as listed on an IFSP as a required service after all other providers or payers have been fulfilled under state	



	or federal law. For children eligible for both LEA and Regional Center services, LEAs must provide services up to their funded capacity, provided the child also meets the criteria specified in Title 17 of the California Code of Regulations, Section 52110(b).	
<b>L-2</b>	LEAs are payors of last resort for infants and toddlers who meet eligibility as a child with a solely vision, hearing or severe orthopedic impairment, or any combination thereof.	Regional centers are payor of last resort for all other eligible children.
<b>SECTION M</b>	<b>PROCEDURAL SAFEGUARDS</b>	
<b>M-1</b>	NBRC and SELPA/LEA will comply with state and federal laws and regulations. NBRC and LEAs will have a detailed copy of procedural safeguards pertaining to infants and toddlers available upon request.	
<b>SECTION N</b>	<b>SURROGATE PARENTS:</b> Procedure for the training and assignment of surrogate parents. <i>(CCR Criteria 22.A.12)</i>	
<b>N-1</b>	<p>Upon referral to the Warmline, the intake Service Coordinator or supervisor determines the legal status of the child and participation level of the parent. The Service Coordinator will determine whether an infant or toddler needs a surrogate parent. Forms have been developed to assist the Service Coordinator in this process by North Bay Regional Center.</p> <p>The responsible agency will appoint surrogate parents when necessary according to State and Federal laws and regulations. Specifically, a surrogate parent shall be assigned if any of the following are determined to be true: (1) no parent can be identified; (2) 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 (3) the parent cannot be located after reasonable efforts.</p> <p>The responsible agency will make reasonable efforts to ensure the appointment of a surrogate parent not more than 30 days after there is a determination that the child needs a surrogate parent. As a first preference, the responsible agency shall select a relative caretaker, foster parent, or court-appointed special advocate as a surrogate parent. If none of these individuals exist or are willing to serve, the responsible agency shall select a surrogate parent of its choice.</p> <p>The responsible agency must ensure that the surrogate appointed meets the following criteria: (1) the surrogate has no interest that conflicts with the interests of the child; (2) the surrogate has knowledge and skills that ensure adequate representation of the child; (3) the surrogate is not an employee of any state agency, regional center, LEA or service provider involved in the provision of early intervention services to the child; and (4) the surrogate is, as far as practical, culturally sensitive to the child.</p>	

	<p>SELPA/LEA will invite NBRC to participate in any training regarding surrogate parents. SELPA/LEA will share written information regarding the appointment and training of surrogates with NBRC.</p> <p>When the appointment of a surrogate parent is needed for an individual child, the Service Coordinator will contact the SELPA office. The SELPA Assistant Superintendent or designee will appoint a trained surrogate parent for the child.</p>
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2. **CONTRACT TERM AND ANNUAL REVIEW:** This Agreement shall remain in full force and effect from the date the Agreement is fully executed through June 30, 2025. The Parties agree to complete all services and execute other duties contained within this Agreement by June 30, 2025. Notwithstanding the expiration of this agreement, the Parties will review this agreement annually on or before June 30<sup>th</sup> for the subsequent school year. Upon initial execution of this Agreement, the first annual review will be by June 30, 2023. Such a review will be memorialized in writing (see Appendix C for sample).
3. **DISPUTE RESOLUTION:** It is the intent of the agencies to resolve disputes at the lowest possible intervention level whenever possible.
  - A. Local resolutions to be completed within a sixty-day (60) timeline:
    1. Service provider representatives will identify/write out the areas of agreement and disagreement.
    2. Supervisors of respective agencies will endeavor to resolve the dispute. If unsuccessful, then move to next level.
    3. SELPA Director/designee and NBRC Executive Director/designee will endeavor to resolve the dispute.
    4. If unable to resolve as in step 3 above, agencies may utilize a community mediator to assist in dispute resolution.
  - B. State level resolution to be completed within a sixty calendar day timeline:
    1. If not resolved locally within sixty days, the DDS and CDE will be asked to intervene and render a decision.
4. **AMENDMENTS:** This Agreement constitutes the entire agreement between the parties. Any amendments or changes to this Agreement shall be made in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties.
5. **FULL COOPERATION IN CONSUMMATING AGREEMENT:** Each Party to this Agreement shall cooperate fully in the execution of any and all other documents and the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
6. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, each Party is, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between any of the Parties, including their respective agents and employees. The Parties agree neither agency nor its agents and

employees have any rights, entitlement or claim against the other for any type of employment benefits or workers' compensation or other programs afforded to the other party's employees.

1. Each Party shall be responsible for its applicable state and federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.

**9) HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:**

1. The Parties agree to mutually indemnify, defend, and hold harmless each and every other participating Parties' employees, agents, and elective and appointive boards from and against any and all claims, suits, losses, damages and liability, including costs and attorney's fees, arising out of negligent or intentional acts or omissions of any Party, its employees or agents.
2. This indemnification shall extend to claims, suits, losses, damages, injury, and liability for injuries occurring after completion of any Party's services, as well as during the progress of rendering such services.

**10) CONFLICT OF INTEREST:** NBRC attests that it has no current business or financial relationship with any employees of the SELPAs or other SELPA providers that would conflict with this Agreement and will not enter into any such business or financial relationship with any such employees during or following the period of this Agreement.

**11) NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid for first class mail and properly addressed as follows. Changes in contact person or address information shall be made by notice, in writing, to the other party.

If to NBRC:

Gabriel Rogin, Executive Director  
North Bay Regional Center  
610 Airpark Road  
Napa, CA 94558

If to Solano County SELPA:

Andrew Ownby, Assistant Superintendent  
Solano County SELPA  
5100 Business Center Drive  
Fairfield, CA 94534

If to Vallejo SELPA:

Rachel Chang, SELPA Director  
Vallejo SELPA  
665 Walnut Avenue  
Vallejo, CA 94592

- 12) **NONDISCRIMINATION:** During the performance of this Agreement, the Parties shall each comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.
- 13) **THIRD PARTY RIGHTS:** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties to this agreement.
- 14) **CONFIDENTIALITY:** The Parties agree to maintain confidentiality of information and records as required by applicable federal, state and local laws, regulations and rules, and further agree to mutually hold the other party harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.
1. The Parties agree, to the extent required by HIPAA, including but not limited to Title 42, United States Code, Section 1320d et seq. and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (CFR), Parts 142, 160, 162, and 164) to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity any Party performs on behalf of each other, to the extent any Party would be required to comply with such requirements.
  2. The Parties agree, to the extent required by the FERPA, including but not limited to Title 20, United States Code, Section 1232g et seq. and its implementing regulations (including but not limited to Title 34, Code of Federal Regulations (CFR), Part 99) to comply with applicable requirements of law and subsequent amendments relating to protected student education records, as well as any task or activity the Parties perform on behalf of each other, to the extent the Parties would be required to comply with such requirements.
  3. More specifically, the Parties will not use or disclose confidential information other than as permitted or required by this Agreement and will notify each other of any discovered instances of breaches of confidentiality.
  4. The Parties shall ensure that any subcontractors' agents receiving health information or education records related to this Agreement agree to the same restrictions and conditions that apply to each of them with respect to such Information.
- 15) **SEVERABILITY:** The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
- 16) **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of Solano County SELPA, Vallejo SELPA and NBRC with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party which is not contained in this Agreement shall be binding or valid.
- 17) **VENUE AND JURISDICTION:** The parties enter into this Agreement in the County of Solano, State of California, and agree to comply with all applicable laws and regulations therein. Venue is the County of Solano for litigation purposes.

18) **SIGNATURES IN COUNTERPARTS:** This Agreement may be signed in counterparts such that signatures appear on separate signature pages. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. The Parties agree that faxed signatures are binding for this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

**Solano County SELPA**

*Andrew Ownby*

Andrew Ownby, Assistant Superintendent  
Solano County SELPA

Date: Oct 11, 2022

**North Bay Regional Center**

*Gabriel Rogin*

Gabriel Rogin (Oct 24, 2022 16:43 PDT)

Gabriel Rogin, Executive Director  
North Bay Regional Center

Date: Oct 24, 2022

**Vallejo SELPA**

*Rachel Chang*

Rachel Chang, Director  
Vallejo SELPA

Date: Oct 12, 2022

APPENDIX A

**SPECIAL EDUCATION ELIGIBILITY CRITERIA**

<u>Eligibility Categories</u>	<b>Behavioral Indicators (descriptions in Education Code are more specific)</b>
<i>Deaf</i>	Child's residual hearing is insufficient to allow him/her to understand the spoken word and to develop language, thus causing serious problems in learning and communications.
<i>Hard of Hearing (HH)</i>	Child has a hearing impairment, whether permanent or fluctuating, which impairs the processing of spoken language (linguistic information) through hearing, even with amplification, and which adversely affects educational performance. Processing linguistic information includes speech and language reception and speech and language dissemination.
<i>Visual Impairment (VI)</i>	A pupil has a visual impairment which, even with correction, adversely affects a pupil's educational performance.
<i>Deaf-Blindness (DB)</i>	Child has both hearing and visual disabilities that cause severe communication, developmental, educational, vocational, and rehabilitation problems that require accommodation in special education or vocation rehabilitation programs..
<i>Orthopedic Impairment (OI)</i>	Child displays orthopedic impairments caused by congenital anomaly, disease and other causes. The IEP team determines whether the disability has an adverse effect on educational performance and whether special education and/or related services are necessary.
<i>Autism (Aut)</i>	<p>Child has a developmental disability significantly affecting verbal and nonverbal communication and social interaction, generally evident before age three, and adversely affecting a child's educational performance. Other characteristics often associated with autism are engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and unusual responses to sensory experiences.</p> <p>(A) Autism does not apply if a child's educational performance is adversely affected primarily because the child has an emotional disturbance.</p> <p>(B) A child who manifests the characteristics of autism after age three could be identified as having autism if the criteria above are satisfied.</p>
<i>Speech or Language Impairment (SLI)</i>	Child displays reduced intelligibility or inability to use the speech mechanism which significantly interferes with communication and attracts adverse attention. Also included are: Abnormal voice, fluency disorders and expressive/receptive language disorders and/or pragmatics.

<u>Eligibility Categories</u>	<b>Behavioral Indicators (descriptions in Education Code are more specific)</b>
<i>Intellectual Disability (ID)</i>	Child has significantly below average general intellectual functioning existing concurrently with deficits in adaptive behavior and manifested during the developmental period which adversely affect a pupil's educational performance. Child learns at a slower rate than his/her peers and may also have delays in social development in and outside of school.
<i>Multiple Disabilities (MD)</i>	Child exhibits two or more disabilities, which <i>may</i> include limited cognitive/intellectual ability, the combination of which causes such severe educational needs that they cannot be accommodated in special education programs solely for one of these impairments.
<i>Other Health Impairment</i>	Child has limited strength, vitality, and/or alertness, due to chronic or acute health issues, including but not limited to: a heart condition, cancer, leukemia, rheumatic fever, chronic kidney disease, cystic fibrosis, severe asthma, epilepsy, lead poisoning, diabetes, tuberculosis and other communicable infectious diseases, and hematological disorders such as sickle cell anemia and hemophilia which adversely affects a student's educational performance. This disability is not temporary in nature and is documented in physician's reports. ADHD may be included in the category if not eligible under SLD or ED.
<i>Established Medical Disability (EMD)</i> (Preschool: ages 3-5 only)	The preschool child has a disabling condition or congenital syndrome that the IEP team determines has a high predictability of requiring special education and services.
<i>Specific Learning Disability (SLD)</i>	Child exhibits a disorder in one or more of the basic psychological processes involved in understanding or using language that severely impairs learning. The child exhibits difficulties in listening, thinking, speaking, reading, writing, spelling and/or mathematical calculations. Learning disability does not include children who have learning problems that are primarily the result of visual, hearing, orthopedic, cognitive or economic disadvantages.
<i>Traumatic Brain Injury (TBI)</i>	Child has an injury to the brain caused by an external force or an internal occurrence, such as stroke or aneurysm. The injury results in functional disability or psychosocial maladjustment that adversely affects educational performance. The term includes open or closed head injuries that result in mild, moderate, or severe impairments in one or more areas, including cognition, language, memory, attention, reasoning, abstract thinking, judgment, problem solving, sensory, perceptual or motor abilities, psychosocial behavior, physical functions, information processing, and speech.

<u>Eligibility Categories</u>	<b>Behavioral Indicators</b> <b>(descriptions in Education Code are more specific)</b>
<i>Emotional Disturbance</i>	<p>Child exhibits one or more of the following conditions over an extended period of time, and to a marked degree. These conditions have an adverse effect on educational performance.</p> <ol style="list-style-type: none"> <li>1. An inability to learn that cannot be explained by intellectual, sensory, or health factors.</li> <li>2. An inability to build or maintain satisfactory interpersonal relationships with peers and teachers.</li> <li>3. Inappropriate types of behavior or feelings under normal circumstances exhibited in several situations.</li> <li>4. A general constant mood of unhappiness or depression.</li> <li>5. A tendency to develop physical symptoms or fears associated with personal or school problems.</li> </ol>



Appendix B  
Notification of Transfer to LEA



10 Executive Ct. Napa, CA 94558  
Phone: (707) 256-1100 • TTY (707) 252-0213

www.nbrc.net

2351 Mendocino Avenue, Santa Rosa, CA 95403  
Phone: (707) 569-2000 • TTY (707) 525-1239

**Early Start Program**

Serving Infants and Toddlers 0-3

Early Start Warm Line 1-800-646-3268 (1-800-6INFANT)

**Notification to Local Education Agency**

Date of Referral:

To:

From: \_\_\_\_\_, North Bay Regional Center

This is a notification for a child who resides in your school district and will soon be turning three years of age. As a child who currently receives Early Start services, he/she is potentially eligible for Part B services through the LEA at age three.

**Child's Name:**

Date of Birth:

Parent's Name:

**Parent's Contact Information:**

Address:

Phone Number:

Email:

Primary language spoken in the home:

Ethnicity:

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From Fairfield, Vacaville, Cordelia and Suisun 1-888-256-2555  
A Program of North Bay Developmental Services, Inc. Under Contract with the State of California


Appendix C

**ANNUAL REVIEW**  
**CN 0001 Solano SELPA, Vallejo SELPA, and NBRC Part C to Part B**

The undersigned represent and acknowledge that they are the duly authorized representative authorized to review this interagency agreement for their respective agency.

By signing below, the representative of each agency acknowledges that they have reviewed the agreement and find that it continues to be appropriate, and modifications are not necessary.

Reviewed for school year, 2023-2024.

<p><b>Solano County SELPA</b></p> <p><i>Andrew Ownby</i></p> <p>(signature)</p> <p>Print Name: <u>Andrew Ownby</u> Assistant Superintendent Solano County SELPA</p> <p>Date reviewed: <u>May 25, 2023</u></p>	<p><b>North Bay Regional Center</b></p> <p></p> <p>(signature)</p> <p>Print Name: <u>Gabriel Rogin</u> Executive Director North Bay Regional Center</p> <p>Date reviewed: <u>May 25, 2023</u></p>
<p><b>Vallejo SELPA</b></p> <p><i>Rachel Chang</i></p> <p>(signature)</p> <p>Print Name: <u>Rachel Chang</u> Director Vallejo SELPA</p> <p>Date reviewed: <u>May 25, 2023</u></p>	