# Local Interagency Agreement Between
# SOLANO COUNTY, VALLEJO SELPA AND SOLANO COUNTY SELPA

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| DESCRIPTION: | Provision of Medically necessary Physical and Occupational Therapy Services within Solano County Students' Individualized Education Programs |
| CONTRACT NO. | CN 0012_2026-27 |
| BEGINS: | July 1, 2026 |
| ENDS: | June 30, 2027 |
| ADMINISTERING AGENCY: | Solano County SELPA |

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This is a local interagency agreement ("Agreement") made and entered into on this 1st day of July 2026, between the COUNTY OF SOLANO, a political subdivision of the State of California, on behalf of its Department of Health and Social Services ("COUNTY"), and Solano County Special Education Local Plan Area ("Solano SELPA") and the Vallejo SELPA.[1]

Solano SELPA and Vallejo SELPA hereinafter shall be jointly referred to as "SELPAs."

COUNTY, Solano SELPA and Vallejo SELPA hereinafter shall be jointly referred to as "Parties."

## RECITALS

WHEREAS, in 1984, the Interagency Responsibilities for Providing Services to Children With Disabilities Act ("AB 3632") established that the provision of related services, as defined in paragraph (26) of Section 1401 of Title 20 of the United States Code, and designated instruction and services, as defined in Section 56363 of the Education Code, to children and youth with a disability ("students with a disability" or "special education students") shall be the joint responsibility of the Superintendent of Public Instruction and the Secretary of Health and Human Services. The Secretary of Health and Human Services was required to appoint an agency in each county to assume the responsibility of providing these services; and

WHEREAS, pursuant to AB 3632 and its implementing regulations, medically necessary physical and/or occupational therapy that an individualized education program ("IEP") team determined to also be necessary to assist a child to benefit from special education is provided and funded through the California Children's Services ("CCS") Program of the State Department of Health Services (now called the State Department of Health Care Services), or a local agency administering the CCS Program; and

WHEREAS, pursuant to Title 2 of the Code of California Code or Regulations at section 60310, each independent county agency and each dependent county agency of CCS and the county Superintendent of Schools or SELPA director shall ensure the development and implementation of a local interagency agreement in order to facilitate the provision of medically necessary physical and occupational therapy contained in a student's IEP and that is required for the student to benefit from special education; and

WHEREAS the purpose of this Agreement is to satisfy the legal requirement for a local interagency agreement, and to define the scope of services and respective roles and responsibilities of the Parties regarding provision of medically necessary physical therapy and occupational therapy services identified in the IEP of students enrolled in the SELPAs.

Therefore, it is understood and agreed by and between the Parties as follows:

## AGREEMENT

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[1] *The following local educational agencies ("LEAs") participate in the 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.*

## 1) SCOPE OF SERVICES AND RESPONSIBILITIES OF PARTIES:

a) Acronyms. The following acronyms apply to this Agreement:

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| ATP | Approved Therapy Plan |
| CCS | California Children's Services |
| DHS | California Department of Health Services |
| H&SS | Solano County Health & Social Services Department |
| HIPAA | Health Information Portability and Accountability Act |
| IEP | Individualized Education Plan |
| LEA | Local Education Agency |
| MTC | Medical Therapy Conference |
| MTP | Medical Therapy Program |
| MTU | Medical Therapy Unit |
| MTU-S | Medical Therapy Unit Satellite |
| OT/PT | Occupational Therapist/Physical Therapist |
| ROI | Release of Information |
| SELPA | Special Education Local Plan Area |

b) Responsibilities of Parties.

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| **A. Coordination of Services/Identification of Liaison**<br>California Code of Regulations, Title 2, Division 9, Article 5, Sections 60310 (a), (b). | | |
| **A.1** | The administrator or designee of each SELPA Assistant Superintendent or designee shall serve as the Liaison to the local CCS program. The SELPA Liaisons shall facilitate and monitor interagency collaboration, coordinate services between agencies, and participate in the annual review of this local Interagency Agreement. | County will identify an MTP Liaison who shall facilitate and monitor interagency collaboration and coordinate services between agencies, and will participate in the annual review of this local Interagency Agreement. |
| **A.2** | Upon receipt of the annual CCS update, the SELPAs will review the list for duplication of services and will distribute names to the appropriate LEA representatives. | At the beginning of the school year and on an annual basis, CCS will provide SELPA Liaisons with a list of students actively enrolled in the CCS program who have current ROI's. |
| **B. Referrals & Assessments**<br>Ca. Code of Regulations, Title 2, Div. 9, Article 5, Sections 60300 (j), 60310 (c)(2), 60320, 60323, 60325. | | |
| **B.1** | | |

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| | Students referred to the LEA for assessment of fine and gross motor or physical skills shall be considered for assessment by either the LEA or by CCS depending on the information contained in the referral and the student's documented physical deficit.<br><br>The LEA will refer students, birth to 21 years of age, to CCS who may have or are suspected of having a neuromuscular, musculoskeletal or other physical impairment requiring medically necessary OT and/or PT. Otherwise, the LEA will propose an assessment plan to the parents of the Student for the LEA to conduct the assessment. | CCS shall accept LEA assessment referrals for students who have or are suspected of having a neuromuscular, musculoskeletal or other physical impairment requiring medically necessary OT and/or PT. |
| **B.2** | The LEA referral to CCS shall include the student's medical diagnosis, current medical records, parental permission for exchange of information between agencies, and a signed application for the CCS program.<br><br>▪ Upon receipt of the parent/legal guardian's written consent for the Therapy Assessment Plan, the LEA shall schedule an IEP meeting to be held within 60 calendar days.<br>▪ The LEA will share educational assessments with the designated CCS personnel. | Upon receipt of a referral, CCS shall determine if the referral contains the required elements. If the referral does not meet the interagency referral criteria, CCS shall notify the parent and LEA within 15 calendar days of the receipt of the referral to seek additional medical information. If the additional medical information provided does not establish medical eligibility, and if the pupil's diagnosis is cerebral palsy, then CCS will refer the pupil to a CCS panel physician for a neurological examination.<br><br>If the referral contains the required elements, CCS shall evaluate the student's eligibility for the MTP according to CCS program policies and guidelines. CCS shall notify the referral source and the parent/legal guardian whether a student is eligible or ineligible for the MTP within 5 calendar days of the receipt of a complete referral.<br><br>▪ If CCS determines the student has a MTP eligible condition, the MTP shall propose a Therapy Assessment Plan to the parents and obtain written consent for assessment for medically necessary OT and/or PT.<br>▪ Upon receipt of the parent/legal guardian's written consent for the Therapy Assessment Plan, the MTP shall send a copy of the parent/legal guardian's consent to the LEA. CCS shall request that parent/legal guardian sign Therapy Assessment Plan not more than 15 calendar days following the determination of the student's MTP eligible condition. CCS will follow up with parent/legal guardian if not completed within that timeline.. CCS shall assess all children who are MTP eligible to determine their need for OT and/or PT in accordance with State CCS |

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| | | standards and comply with the requirements of state laws relative to the assessment of children with physical impairments.<br>▪ Upon completion of the assessment, the MTP shall send a copy of the OT and/or PT Evaluation to the LEA and parent/legal guardian. If the pupil needs medically necessary OT or PT, the MTP shall also provide to the LEA and parent/legal guardian the proposed Therapy Plan, which shall include:<br>a) The student's present level of functional performance;<br>b) The proposed functional goals to achieve a measurable change in function or recommendations for services to prevent loss of present function and documentation of progress to date;<br>c) The specific related services required by the student including physical therapy or occupational therapy intervention, treatment, consultation or monitoring<br>d) The proposed initiation, frequency and duration of the services; and<br>e) The proposed date of medical evaluation. |
| **B.3** | If the LEA determines that a referral to CCS is not appropriate, the LEA may propose an assessment plan to the parent/legal guardian. The LEA shall assess individuals according to requirements of federal and state special education laws. | |
| **C. IEP Participation and Procedures**<br>Ca. Code of Regulations, Title 2, Div. 9, Sections 60310 (c)(4), (5), (6), (7); 60325.<br>Gov. Code Section 7572. | | |
| **C.1** | Upon receipt of the parent/legal guardian's written consent for the Therapy Assessment Plan, the LEA shall schedule an IEP meeting to be held within the statutory timelines. | Upon completion of the assessment, the MTP shall send a copy of the OT and/or PT Evaluation to the LEA and parent/legal guardian. If the pupil needs medically necessary OT or PT, the MTP shall also provide to the LEA and parent/legal guardian the proposed Therapy Plan, which shall include:<br>a) The student's present level of functional performance; |

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| | | b) The proposed functional goals to achieve a measurable change in function or recommendations for services to prevent loss of present function and documentation of progress to date;<br>c) The specific related services required by the student including physical therapy or occupational therapy intervention, treatment, consultation or monitoring<br>d) The proposed initiation, frequency and duration of the services; and<br>e) The proposed date of medical evaluation. |
| | The LEA shall invite the MTU therapist or designee to participate in the IEP meeting. The LEA shall coordinate with CCS regarding the time and place of an IEP meeting, and shall provide 10 calendar days' written notice to CCS prior to an IEP team meeting for an MTP eligible student when MTP participation will be requested. | CCS shall attend the IEP meeting, if requested by the LEA or parent or legal guardian, or otherwise participate in the IEP meeting as set forth in Government Code section 7572(d), including but not limited to:<br>a) Providing the LEA and parent or legal guardian with written information concerning the need for the service; and<br>b) Participating by conference calls, together with written recommendations. |
| **C.2** | Upon receipt of the proposed Therapy Plan indicating a proposed change in the MTP OT and/or PT treatment, the LEA shall schedule an IEP meeting.<br><br>The LEA shall invite the MTU therapist or designee to participate in the IEP meeting. The LEA shall coordinate with CCS regarding the time and place of an IEP meeting and shall provide 10 calendar days' written notice to the MTU supervisor prior to an IEP team meeting for an MTP eligible student when MTP participation will be requested. | The MTP shall provide 5 calendar days' notice to the LEA and the parent/legal guardian of a decision to increase, decrease, change the type of intervention, or discontinue MTP services. The MTP must provide 10 calendar days' notice to the LEA and the parent/legal guardian of an impending change in the CCS medical therapy program services which may necessitate a change in the IEP.<br><br>The MTP shall provide the parent/legal guardian and the LEA with a copy of the Therapy Plan and the OT/PT Evaluation. These documents shall include:<br>a) The student's present level of functional performance;<br>b) The proposed functional goals to achieve a measurable change in function or recommendations for services to prevent loss of present function and documentation of progress to date;<br>c) The specific related services required by the student including physical therapy or occupational therapy intervention, treatment, consultation or monitoring |

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| | | d) The proposed initiation, frequency and duration of the services and<br>e) The proposed date of medical reevaluation.<br><br>CCS shall attend the IEP meeting, if requested by the parent or legal guardian, or otherwise participate in the IEP meeting as set forth in Government Code section 7572(d), including but not limited to:<br><br>a) Providing the LEA and parent or legal guardian with written information concerning the need for the service; and<br>b) Participating by conference calls, together with written recommendations. |
| **C.3** | The LEA shall provide to MTP copies of any notices from the parent/legal guardian or LEA of the intent to include an attorney in the IEP meeting. | The MTP shall contact the LEA to determine the need to reschedule the IEP meeting immediately after receiving the LEA or parent/legal guardian notice of the intent to include an attorney in the IEP meeting. |
| **C.4** | The LEA shall convene an IEP team meeting to determine if the medically necessary therapy services documented in the approved Therapy Plan are necessary for the child to benefit from special education and therefore, should be included in the IEP.<br><br>If the IEP team determines that occupational therapy or physical therapy services are necessary for the pupil to benefit from the special education program, goals and objectives relating to the activities identified in the assessment reports shall be written into the IEP and provided by personnel qualified pursuant to the California Code of Regulations, Title 5, Section 3051.6. | |
| **C.5** | The LEA shall send a copy of the IEP to the MTU when therapy services, as stated in the proposed/ approved Therapy Plan to the therapy site are included in the IEP. | |
| **D. Medical Therapy Conference** | | |
| **D.1** | | |

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| | LEA representatives may, at the LEA's discretion, participate in the MTC when requested by the MTP for the purpose of sharing information. | The MTP shall notify the LEA and the parent/legal guardian at least 10 calendar days prior to the scheduled MTC.<br><br>Should CCS anticipate a possible initiation or change in a pupil's approved therapy plan, CCS shall notice the LEA prior to the MTC when that determination shall take place. |
| **E. Facilities Needs**<br>Govt. Code Section 7575(e).<br>Ca. Code of Regulations, Title 2, Div. 9, Sections 60300 (l), (m), (p); 60310 (c)(9), (10); 60310 (d)(1), (2), (3); 60330 (a), (b), (c). | | |
| **E.1** | The SELPAs are responsible for the provision, maintenance, and operation of the facilities housing the MTU. These sites must be available during the CCS workday on a 12-month basis. | The MTP shall identify to the SELPAs the number of hours that the MTU must be reserved for exclusive CCS use based on the number of hours of prescribed treatment and the space necessary to provide the medically necessary therapy services. The specific MTU space requirements are dependent upon local needs as determined by joint agreement of the State CMS, Solano County CCS, and the SELPAs, and approved by both the California Department of Education and State Department of Health Services. |
| **E.2** | Space and equipment of the MTUs shall be for the exclusive use of MTP staff when they are on-site. "Exclusive CCS use" refers to the direct provision of OT/PT services, or clinic use, but not to generalized record or clerical office time.<br><br>The SELPAs shall work with the MTP Liaison to identify time when other district therapy providers may access and use the MTU site. | Space and equipment of the MTUs shall be for the exclusive use of MTP staff when they are on-site. "Exclusive CCS use" refers to the direct provision of OT/PT services, or clinic use, but not to generalized record or clerical office time.<br><br>The MTP shall work with the SELPA/LEA staff to plan for the joint utilization of the MTU space when it is not in use by the MTP staff for direct therapy services. |
| **F. Equipment and Supplies**<br>Govt. Code Section 7575(e).<br>Ca. Code of Regulations, Title 2, Div. 9, Sections 60330. | | |
| **F.1** | The SELPAs are fiscally and administratively responsible for provision and maintenance of necessary space, supplies and equipment necessary to support the MTU. Solano SELPA shall make available five thousand ($5000) for equipment and supplies for the MTU. Vallejo SELPA shall make | Annual cost for equipment and supplies shall not exceed six thousand dollars ($6,000). If CCS anticipates the need for increased costs, based on replacement of critical equipment, CCS must notify the respective SELPA Fiscal Coordinator no later than December 30th for the following school year. |

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| | available one thousand ($1000) for equipment and supplies for the MTU. | |
| **F.2** | The SELPAs will notify CCS when all ordered materials have been received. CCS will arrange to pick up all materials and distribute them to their sites. | CCS shall provide the MTU with any necessary medical supplies to deliver individual treatment of MTP eligible students or when the equipment is to become the property of the student. |
| **F.3** | The LEAs and SELPAs assume liability for provision of services rendered by their staff. LEA therapists shall check equipment prior to use. Space and equipment shall be left in the same manner in which it was found. | The MTP assumes liability for provision of services rendered by their staff. MTP therapists shall check equipment prior to use. Space and equipment shall be left in the same manner in which it was found. |
| **G. Provision of Services**<br>Ca. Code of Regulations, Title 2, Div. 9, Section 60323, 60325. | | |
| **G.1** | The responsible LEA shall provide OT and/or PT services as stated on the student's IEP that are not designated to be provided by the MTP. | The MTP shall provide medically necessary OT and/or PT services in the student's current approved Therapy Plan and that are included in a student's IEP. |
| **G.2** | The LEA shall work collaboratively with the MTP in order to avoid duplication and/or coordinate OT and PT services. | The MTP shall work collaboratively with the LEA in order to avoid duplication and/or coordinate OT and PT services. CCS is the primary agency to provide medically necessary therapy services if the same services have been identified by both agencies. |
| **G.3** | When the MTP Liaison has notified the LEA that it is unable to provide medically necessary OT and/or PT services as stated in the approved Therapy Plan and contained in the IEP, and it has been unable to vendor the service to an appropriate agency, the LEA shall provide the medically necessary OT and/or PT services and shall notify the MTP Liaison of the start of LEA-provided services. | If the MTP is unable to provide the medically necessary OT and/or PT services as stated in the approved Therapy Plan and contained in the IEP, and it has been unable to vendor the service to an appropriate agency, the MTP Liaison will notify the LEA or SELPA Liaison within 5 working days of these determinations.<br><br>CCS shall be financially responsible for the LEA's provision of such services, consistent with Section H (Fiscal Responsibilities) below. |
| **G.4** | The LEA shall notify the MTU supervising therapist of any student who transfers into the district with | The MTU supervising therapist shall initiate services for a child transferring from another California county MTP based upon residential eligibility and receipt of a current |

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| | medically necessary OT/PT services included in the student's IEP. | approved Therapy Plan and current medical records including a diagnosis. |
| | **H. Fiscal Responsibilities**<br>IDEA, 20 USC, Section 1412 (a)(12)(B)(ii).<br>Govt. Code Section 7572(a).<br>Health and Safety Code Sections 123870 (b), (d). | |
| **H.1** | The LEA shall be financially responsible for educationally necessary occupational and/or physical therapy services on a student's IEP that is/are not deemed to also be medically necessary by CCS. | CCS shall be financially responsible for the provision of medically necessary occupational therapy and physical therapy, as specified by Article 5 (commencing with Section 123800) of Chapter 3 of Part 2 of Division 106 of the Health and Safety Code, by reason of medical diagnosis and when contained in the child's IEP. |
| **H.2** | LEA will submit an invoice to CCS for the LEA's provision of medically necessary therapy services identified on an IEP that CCS has been unable to provide, as set forth in Section G.3 above.<br><br>Therapists will only be reimbursed for treatment services actually provided. | CCS will reimburse the LEA for the provision of medically necessary therapy services that CCS is unable to provide in a timely manner, as set forth in Section G.3 above. This service shall have been prescribed by the MTU physician and authorized by the CCS administrator prior to beginning services. All costs associated with the provision of medically necessary therapy services shall be paid to the LEA by CCS/Solano County.<br><br>Therapists will only be reimbursed for treatment services actually provided. |
| **H.3** | The LEA will submit the following documentation for invoicing on a monthly basis, within 10 working days following the last working day of the calendar month:<br><br>a) Number and dates of individual session(s), including necessary make-up sessions; and<br>b) Response to treatment and functional levels. | CCS will submit said invoice to ACCOUNTS PAYABLE within 10 calendar days of receipt of all necessary paperwork. |

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| **H.4** | Upon being notified by the MTP Liaison of a dispute related to the invoice submitted by the LEA, the LEA will work with the MTP Liaison to resolve the dispute. | The MTP Liaison shall submit the invoice for the authorized OT and/or PT services to the appropriate SELPA representative at the address as set forth in Paragraph 12 of this Agreement.<br><br>If the invoiced amount is disputed, the MTP Liaison shall notify the LEA in writing within 14 days of the submission of the invoice. For parts of the invoice that are not disputed, CCS shall send payment to the LEA upon receipt of the invoice for the treatment services that were provided in compliance with the criteria above.<br><br>Upon resolution of the disputed portions of the invoice, CCS shall send payment to the LEA for the treatment services that were provided by the LEA and invoiced to CCS. |
| **H.5** | Monthly, the LEA provider will submit to CCS a brief report detailing the following:<br>a) Achievement of function levels;<br>b) Benefits of therapy; and<br>c) Recommendations for ongoing treatment;<br>d) Requests for additional medically necessary equipment, as necessary. | . |
| **I. Exchange of Information**<br>Ca. Code of Regulations, Title 2, Div. 9, Section 60310(3). | | |
| **I.1** | Exchange of information, both verbal and written, shall only be provided with written consent of parent/legal guardian. Consent for ROI form from either the LEA or CCS will be accepted by either agency. | Exchange of information, both verbal and written, shall only be provided with written consent of parent/legal guardian. The written material that can be released from the MTU includes the OT/PT Assessment, OT/PT Therapy Plan, classroom program and MTC dictations. Legally compliant consent for ROI form from either the LEA or CCS shall be accepted by either agency. |
| **J. Staff Development**<br>Ca. Code of Regulations, Title 2, Div. 9, Section 60310 (c)(11) | | |
| **J.1** | The SELPAs liaison shall plan joint staff development activities in conjunction with the MTP liaison. These activities are intended to promote interagency understanding as well as to disseminate the intent | The MTP liaison shall plan joint staff development activities in conjunction with the SELPAs liaison. These activities are intended to promote interagency understanding as well as to disseminate the intent and |

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| | and content of this Agreement. This shall take place at least one time per year. | content of this Agreement. This shall take place at least one time per year. |
| **K. Review of Interagency Agreement and Procedures**<br>Ca. Code of Regulations, Title 2, Div. 9, Section 60310 (c)(13). | | |
| **K.1** | The agreement shall be reviewed annually by the SELPAs and the MTP liaisons. No additions, deletions, or modifications may be made to this agreement without the joint approval of the parties to the agreement. | The agreement shall be reviewed annually by the SELPAs and the MTP liaisons. No additions, deletions, or modifications may be made to this Agreement without the joint approval of the parties to the agreement. |
| **K.2** | At least annually, the SELPAs and the MTP liaisons shall review changes in procedures that are relevant to both agencies.<br><br>At least annually, the SELPAs liaison shall provide a list of the names, addresses and telephone numbers of the appropriate SELPAs administrators and school district special education administrators to the MTP liaison. | At least annually, the SELPAs and the MTP liaisons shall review changes in procedures that are relevant to both agencies.<br><br>At least annually, the SELPAs liaison shall provide a list of the names, addresses and telephone numbers of the appropriate MTP contacts to the SELPAs liaison. |

2) **COST OF SERVICES:** Cost of services shall be calculated on a cost reimbursement basis as provided in Section H (Fiscal Responsibilities) of Paragraph 1 above.

3) **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2026 through June 30, 2027. The Parties agree to complete all services and execute other duties contained within this Agreement by June 30, 2027.

4) **DISPUTE RESOLUTION:** If the Parties fail to mutually agree on any matters under this Agreement or if either party believes the other has failed to satisfactorily perform or is otherwise in breach of this Agreement, the Parties shall submit the matter to resolution in accordance with the following procedures:

   a) The disputing party shall first provide a written statement to the other describing the general nature of the claim.

   b) The statement must indicate that it is the first statement of a formal dispute resolution process.

   c) The statement need not be complete and does not limit the claim(s) of either party in any further action or proceeding.

   d) Within ten (10) business days of the receipt of the statement, each Party's assigned administrator shall meet and confer in good faith to either: (I) Resolve the matter and set forth such resolution in writing; or, (2) Define the dispute in writing including a description of each Party's position, proposed resolution(s) and projects or task that would be affected.

e) If the respective Party assigned administrator fail to resolve the matter, within ten (10) business days of such failure to agree, at least one (1) representative from each Party shall meet and confer in good faith with a mutually agreed upon independent third party to attempt to further resolve the matter. The description of the dispute as written by respective Party assigned administrator shall serve as the basis for further attempts at resolution. The cost of the independent third party shall be split amongst the disputing parties.

f) A resolution of the matter shall be memorialized in writing and incorporated into this Agreement, as appropriate.

**5) 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.

**6) 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.

**7) INDEPENDENT CONTRACTOR:** In the performance of this Agreement, COUNTY and SELPA are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between SELPA and COUNTY, including their respective agents and employees. COUNTY and SELPA 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.

a) 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.

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

a) COUNTY agrees to indemnify, defend, and hold harmless the SELPAs and SELPAs' 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 COUNTY, its employees or agents.

b) SELPAs agrees to indemnify, defend, and hold harmless COUNTY, its employees, agents and elective and appointive boards from and against any and all claims, suits, losses, damages, and liabilities, including costs and attorney's fees, arising out of negligent or intentional acts or omissions of SELPAs, their employees or agents.

c) This indemnification shall extend to claims, suits, losses, damages, injury, and liability for injuries occurring after completion of either party's services, as well as during the progress of rendering such services. Acceptance of insurance required by this Agreement does not relieve the Parties from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by COUNTY's or SELPAs' operations, regardless if any insurance is applicable or not.

**9) INSURANCE:**

a) Insurance: It is agreed that SELPAs and COUNTY shall each maintain, at all times during the performance of this Agreement, insurance coverage or programs of self-insurance in the amounts of not less than: One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) aggregate for General Liability: One Million Dollars ($1,000,000) for Automobile Liability; and One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) aggregate, for Professional Liability coverage. Workers' Compensation Insurance shall be maintained as required by any applicable law or

regulation. Employer's Liability Insurance shall be maintained in an amount of not less than One Million Dollars ($1,000,000).

b) Subrogation: The parties hereby waive, and will cause their respective insurers to waive, their respective rights of recovery against one another for workers' compensation claims.

**10) CONFLICT OF INTEREST:** COUNTY 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 COUNTY:

Emery Cowan, Director
Solano County Health and Social Services
270 Beck Ave
MS 5-250
Fairfield, CA 94533

If to Solano County SELPA:

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

If to Vallejo SELPA:

Kristin Hardy, SELPA Director
Vallejo SELPA
665 Walnut Avenue
Vallejo, CA 94592

**12) NONDISCRIMINATION:** During the performance of this Agreement, COUNTY and SELPAs 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 SELPAs and COUNTY.

**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.

a) The Parties agree, to the extent required by the Health Insurance Portability and Accountability Act of 1996 (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 SELPA or COUNTY performs on behalf of each other, to the extent the PARTIES would be required to comply with such requirements.

b) The Parties agree, to the extent required by the Family Educational Rights and Privacy Act (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 SELPAs or COUNTY performs on behalf of each other, to the extent the SELPAs or their LEAs would be required to comply with such requirements.

c) More specifically, the Parties will not use or disclose confidential information other than as permitted or required by this Agreement or law and will promptly notify each other of any discovered instances of breaches of confidentiality.

d) The Parties shall ensure that any subcontractors' or 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 the SELPAs and COUNTY 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 two or more 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 or electronic transmission of signatures (e.g., by e-mail delivery of a ".pdf" format data file) shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile or electronic signature page were an original signature.

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 DIGITALLY SIGNED

Andrew Ownby, Assistant Superintendent

Date: 08/19/2026 04:03 PM PDT

COUNTY OF SOLANO

Ian Goldberg DIGITALLY SIGNED

Ian M. Goldberg, County Administrator Services

Date: 09/18/2026 11:03 AM PDT

VALLEJO SELPA

Kristin Hardy DIGITALLY SIGNED

Kristin Hardy, SELPA Director

Date: 09/04/2026 06:04 AM PDT

Kelly Welsh DIGITALLY SIGNED 09/08/2026 12:11 PM PDT

Deputy County Counsel