

LOCAL INTERAGENCY AGREEMENT

This Local Interagency Agreement is entered into by and among the County of Santa Clara (“County”), Santa Clara County Office of Education (“SCCOE”), the Santa Clara North West SELPA (“NW SELPA”), and the Santa Clara South East SELPA (“SE SELPA,” and together with the NW SELPA, the “Special Education Local Plan Areas” or “SELPAs”) to facilitate the provision of medically necessary occupational therapy and physical services to children residing in the County of Santa Clara. The parties may be referred to in this Agreement individually as a “Party” and collectively as “Parties.”

WHEREAS, the Parties wish to work collaboratively to provide services to children with disabilities in Santa Clara County; and

WHEREAS, the County’s Public Health Department operates the California Children's Services program (CCS), which provides physical therapy, occupational therapy, and physician clinic services to eligible children; and

WHEREAS, school districts and county offices of education have formed administrative units to provide for all of the special education service needs of children residing within their geographic regions, with each such administrative unit being known as a Special Education Local Plan Area (SELPA); and

WHEREAS, the NW SELPA is comprised of Cambrian School District, Campbell Union High School District, Campbell Union School District, Cupertino Union School District, Fremont Union High School District, Lakeside Joint School District, Loma Prieta Joint Union School District, Los Altos Elementary School District, Los Gatos Union School District, Los Gatos-Saratoga Union High School District, Luther Burbank School District, Moreland School District, Mountain View-Los Altos Union High School District, Mountain View Whisman School District, Palo Alto Unified School District, San Jose Unified School District, Santa Clara Unified School District, Saratoga Union Elementary School District, Sunnyvale School District, Union Elementary School District, and Santa Clara County Office of Education; and

WHEREAS, the SE SELPA is comprised of Alum Rock Union School District, Berryessa Union School District, East Side Union School District, Evergreen School District, Franklin-McKinley School District, Gilroy Unified School District, Milpitas Unified School District, Morgan Hill Unified School District, Mt. Pleasant School District, Oak Grove School District, Orchard School District, and Santa Clara County Office of Education; and

WHEREAS, SCCOE and each school district represented by a SELPA are each a local educational agency (LEA) that provides special education services to pupils in Santa Clara County;

WHEREAS, the purpose of this Agreement is to facilitate the provision of medically necessary and educationally necessary occupational and physical therapy services, as required under Title 2 of the California Code of Regulations (2 CCR) section 60310 et seq., and Title 34 of the Code of

Federal Regulations (34 CFR) section 300.154, respectively, and which are incorporated by reference into this agreement;

NOW, THEREFORE, the Parties agree as follows:

1. ACRONYMS

The following acronyms shall apply to this agreement:

CCS	California Children’s Services
CDE	California Department of Education
DHCS	California Department of Health Care Services
HIPAA	Health Information Portability and Accountability Act
FAPE	Free and Appropriate Public Education
IEP	Individualized Education Program
LEA	Local Education Agency
MTC	Medical Therapy Conference
MTP	Medical Therapy Program
MTU	Medical Therapy Unit
OT/PT	Occupational Therapy/Physical Therapy
ROI	Release of Information
SELPA	Special Education Local Plan Area

2. DEFINITIONS

- a) The definitions contained in 2 CCR section 60300 are incorporated herein by reference.
- b) “Overlapping services” means therapy services that, upon assessment by both the CCS county MTP and the qualified education representative at the SELPA or LEA level, have been found to be both medically necessary (by CCS) and necessary for the pupil to benefit from their IEP (by the qualified education representative).
- c) The term “pupil” and “client” shall be used interchangeably within this document as it applies to the educational needs and/or medical needs of the individuals regarding whom the Parties are coordinating.

3. COORDINATION OF SERVICES

CCS, SCCOE, and the SELPAs (on behalf of the LEAs that they represent) agree to meet the obligations described in **Exhibit A**, attached hereto and incorporated herein by this reference. CCS' delivery of medically necessary occupational therapy and physical therapy services shall be at the public-school sites identified in **Exhibit B**, attached hereto and incorporated herein by this reference. SCCOE and the relevant SELPAs shall ensure that the LEAs they represent meet the obligations set forth for LEAs in Exhibits A and B.

Nothing in this Agreement is intended to override and/or conflict with the legal obligations of the parties as delineated by relevant California regulations, statutes and case law. The Parties shall work in good faith to amend this Agreement as necessary to conform to any relevant changes in applicable law. The Parties also agree to review this Agreement for any updates that may be appropriate whenever the State Interagency Cooperative Agreement between the California Department of Education and the California Department of Health Care Services, CMS Branch, California Children's Services, Medical Therapy Program, is amended or superseded by another agreement.

4. Dispute Resolution

The parties shall use their best efforts to informally resolve disputes arising under this Agreement. If a dispute cannot be resolved informally, a party may elevate the dispute by providing written notice of the dispute to the CCS Administrator, the Santa Clara County Superintendent of Schools or their designee, and the appropriate SELPA Director(s). Within two weeks of receiving written notice of the dispute, the CCS Administrator, the Santa Clara County Superintendent of Schools or their designee, and the appropriate SELPA Director(s) shall schedule a meeting to discuss the dispute. If the dispute is not resolved at the local level, then any party may elevate the dispute to the California Department of Health Care Services and California Department of Education for assistance in resolving the dispute.

The Parties shall adhere to the dispute resolution process provided in California Government Code section 7585, as applicable.

5. Term of Agreement

This Agreement shall be effective from the date that it is fully executed by the Parties, unless terminated in accordance with Section 5 of this Agreement. The Parties shall review this Agreement annually for any necessary modification(s). (2 CCR 60310(c)(13).)

6. Compensation and Billing

The Parties' responsibilities for providing various services and resources are described in this Agreement, but the Parties are under no obligation to provide monetary compensation to each other for the resources or services provided pursuant to this Agreement. Adequate consideration shall be the mutual promises to perform the duties and obligations set forth herein by each of the parties. However, the Parties understand and agree that the County may bill third parties for CCS services, in accordance with the

law. County will assume responsibility for all billing and collection of payments for CCS services.

7. Termination

This Agreement can only be canceled by written consent of all of the Parties.

8. Contract Managers

The Parties designate the following individuals for purposes of overseeing each party's respective performance of this Agreement:

To Santa Clara NW SELPA:

Leo Mapagu
SELPA Executive Director
Santa Clara County Office of Education
1290 Ridder Park Drive, MC 277
San Jose, CA 95131-2398

To Santa Clara SE SELPA:

Shelly Ota
SELPA Director
Mt. Pleasant Elementary School District
3434 Marten Ave.
San Jose, CA 95148

To Santa Clara County Office of Education:

Pending
County Superintendent of Schools
1290 Ridder Park Drive
San Jose, CA 95131-2304

To the County of Santa Clara:

John Buchinski, Chief Therapist
County of Santa Clara California Children's Services
780 Thornton Way
San Jose, CA 95128
John.Buchinski@PHD.SCCGOV.ORG

Any Party may change its designated Contract Manager by sending written notice to the other Parties.

9. Conflicts of Interest

The Parties shall comply, and require their subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation,

California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). A party's failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the other Party(ies). In accepting this Agreement, the Parties mutually covenant that they presently have no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. The Parties further covenant that, in the performance of this Agreement, they will not employ any contractor or person having such an interest. The Parties, including but not limited to the Parties' employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, the Party(ies) associated with the affected individual(s) shall, upon execution of this Agreement, provide the other Parties with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to the Party's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of the Party's(ies') duties/obligations under this Agreement. A Party shall immediately notify the other Party(ies) of the names and email addresses of any additional individuals later assigned to fulfill the duties/obligations under this Agreement in such a capacity. A Party shall immediately notify the other Party(ies) of the names of individuals working in such a capacity who, during the course of the Agreement, end their service under this Agreement.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, each Party shall ensure that their respective employees, agents, and subcontractors identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in this subsection including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

10. Indemnification/Insurance

In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by Party shall not be shared pro rata but, instead, the Parties agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed

for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Parties hereto, their officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Parties under this Agreement.

Each Party shall maintain a certificate of insurance or self-insurance, which shall be available to the other Parties upon request.

11. Compliance with All Laws, including Non-discrimination, Equal Opportunity, and Wage Theft Prevention

11.1 Compliance with All Laws. The Parties shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, “Laws”), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

11.2 Compliance with Non-Discrimination and Equal Opportunity Laws: The Parties shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County’s policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code Sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, the Parties shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall the Parties discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

11.3 Compliance with Wage and Hour Laws: The Parties shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.

12. Notices

Any notice required to be given by either Party, or which either Party may wish to give, shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows:

To Santa Clara NW SELPA:

Leo Mapagu
SELPA Executive Director
Santa Clara County Office of Education
1290 Ridder Park Drive, MC 277
San Jose, CA 95131-2398

To Santa Clara SE SELPA:

Shelly Ota
SELPA Director
Mt. Pleasant Elementary School District
3434 Marten Ave.
San Jose, CA 95148

To Santa Clara County Office of Education:

Charles Hinman
Interim County Superintendent of Schools
1290 Ridder Park Drive
San Jose, CA 95131-2304

To County:

John Buchinski, Chief Therapist
County of Santa Clara California Children's Services
780 Thornton Way
San Jose, CA 95128

With a copy to:

Contracts
Santa Clara County Public Health Department
150 W. Tasman Drive, 2nd Floor
San Jose, CA 95134

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail. Any Party may designate a different person and/or address for the receipt of notices by sending written notice to the other Parties.

13. Governing Law, Jurisdiction and Venue

This Agreement shall be construed and its performance enforced under California law. In the event that suit shall be brought by either Party to this Agreement, the Parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara or, if

federal jurisdiction is appropriate, exclusively in the United States District Court for the Northern District of California, in San Jose, California.

14. Assignment, Delegation, Subcontracting

The Parties shall not assign any of their rights, delegate any of their duties or subcontract any portion of their work or business under this Agreement without the prior written consent of the other Parties. No assignment, delegation or subcontracting without the other Parties' prior written consent will release a Party from any of its obligations or alter any of its obligations to be performed under the Agreement.

15. Relationship of Parties

None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the Parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this Agreement. The Parties are not, and will not be construed to be in a relationship of joint venture, partnership or employer -employee. Neither Party has the authority to make any statements, representations or commitments of any kind on behalf of the other Party, or to use the name of the other Party in any publications or advertisements, except with the written consent of the other Party or as is explicitly provided herein.

16. Entire Agreement

This document represents the entire Agreement between the Parties with respect to the subject matter hereof. All prior negotiations and written and/or oral agreements between the Parties with respect to the subject matter of this Agreement are merged into this Agreement.

17. Third Party Beneficiaries

This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties.

18. Amendments

This Agreement may be amended only by a written instrument signed by all the Parties.

19. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

20. Severability

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions and provisions of this Agreement, or the application thereof to

any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

21. Waiver

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing and shall apply to the specific instance expressly stated.

22. Confidentiality

The Parties understand and agree that any and all individually identifying information obtained by the Parties pursuant to this Agreement is confidential and shall be released only as required or authorized by law.

23. Disentanglement

The Parties shall mutually cooperate with each other to ensure a smooth transition at the time of termination or expiration of this Agreement, regardless of the nature or timing of the termination or expiration. The Parties shall cooperate with each other's efforts to ensure that (1) there is no interruption of the work that is the subject of this Agreement, if such work is to continue beyond the termination or expiration of this Agreement, and (2) there is no adverse impact on the provision of such services.

24. Survival

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to survive this Agreement, shall survive the termination or expiration of this Agreement, including but not limited to all terms providing for indemnification.

25. Authority

Each individual executing this Agreement on behalf of a Party represents that he or she is duly authorized to execute and deliver this Agreement on that Party's behalf.

26. Contract Execution

Unless otherwise prohibited by law or the policy of any Party, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

SIGNED:

Initial
MH

County of Santa Clara

DocuSigned by:

Greta Hansen
Chief Operating Officer

5/23/2025

Date

Santa Clara North West SELPA

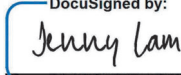
DocuSigned by:

Leo Mapagu
SELPA Executive Director

3/21/2025 | 11:27 AM PDT

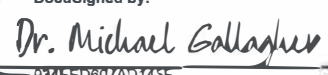
Date

Approved as to Form and Legality:

DocuSigned by:

Jenny S. Lam
Deputy County Counsel

5/16/2025

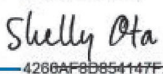
Date

DocuSigned by:

Michael Gallagher, Ed.D.
SELPA Chairperson
Governance Council of Superintendents
(approved by the NW SELPA GCS on 1/28/25)

3/21/2025 | 1:15 PM PDT

Date

Santa Clara South East SELPA

DocuSigned by:

Shelly Ota
SELPA Director

3/28/2025

Date

DocuSigned by:

Glenn Vander Zee
SELPA Chairperson
Superintendents' Executive Council

6/2/2025

Date

Approved:

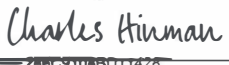
DS
GMMD
DocuSigned by:

Sarah L. Rudman, MD
Acting Health Officer and
Public Health Director

5/16/2025

Date

Initial

Santa Clara County Office of Education
Signed by:

Charles Hinman
Interim County Superintendent of Schools

3/26/2025 | 12:59 PM PDT

Date

Exhibits to this Agreement:

Exhibit A – Coordination of Services Exhibit
B – CCS Therapy Sites

DocuSigned by:

Ingrid Campbell
9/23/2025 | 4:10 PM PDT

RM#: 25-00-1447

Exhibit A

Coordination of Services

This exhibit is intended to delineate duties and obligations between the Parties in accordance with applicable laws and regulations. Nothing in this document is intended to override or conflict with applicable laws and regulations.

County CCS Program Responsibilities	SELPA and LEA Responsibilities
I. Identification of Liaisons	
The Santa Clara County California Children's Services (CCS) will identify a Medical Therapy Program (MTP) liaison to coordinate services between each Special Education Local Plan Area (SELPA) and Local Education Agency (LEA) in the county and CCS. (2 CCR § 60310, subd. (a).) The MTP liaison shall be identified by CCS in an electronic document shared with SELPA liaisons.	Each SELPA will identify a liaison to the local CCS Program to coordinate services between agencies. (2 CCR § 60310, subd. (a).) The SELPA liaisons shall be identified in an electronic document shared with CCS. The electronic document will be updated as new liaisons are identified or as liaisons are replaced. Each LEA shall identify a contact person to work with CCS in order to coordinate services between agencies. (2 CCR § 60310, subd. (c)(1).) The LEA liaisons shall be identified in an electronic document shared with CCS. The electronic document will be updated as new liaisons are identified or as liaisons are replaced. In addition, each LEA shall provide the title and contact information of an alternative individual who shall serve as liaison during any period in which a primary liaison is not designated.
II. Review of Interagency Agreement	
The Parties shall annually review this Agreement for any necessary modifications. (2 CCR § 60310, subd. (c)(13).)	
III. Exchange of Information	
Any exchange of information, both verbal and written, shall only be provided with the written informed consent of the pupil's parent or legal guardian.	
By October 31st of each year, CCS shall provide each SELPA liaison with a list of pupils who are actively enrolled in the CCS program and attending a public school within their SELPA, if the pupils' legal representatives have provided valid authorization for CCS to release their information.	Within 15 calendar days of receipt of the list of pupils actively enrolled in the CCS program, the SELPAs will provide the Director of Special Education of each LEA with the names of the CCS patients attending school in their LEA.
IV. Referrals, Assessments, and IEPs	
Pupils referred to the LEA for assessment of fine and/or gross motor/physical skills shall be considered for assessment by the LEA and, if CCS deems the assessment medically necessary, the CCS county MTP. (2 CCR § 60310, subd. (c)(2).)	

County CCS Program Responsibilities	SELPA and LEA Responsibilities
Upon receipt of a client referral from the LEA, CCS will evaluate the child's medical eligibility for the MTP according to CCS policies and guidelines and applicable law. (See 22 CCR § 41517.5 for MTP medical eligibility regulations.) If medical eligibility cannot be determined by medical records submitted, CCS shall: (1) notify the parent/guardian and LEA within 15 days of receipt of the referral; (2) seek additional medical information; and (3) if additional medical information sought does not establish medical eligibility, and if the pupil's diagnosis is cerebral palsy, refer the pupil to a CCS panel physician for a neurological examination. (2 CCR § 60320, subd. (d).) If CCS determines that the pupil is ineligible because the pupil's medical condition is not a MTP-eligible condition, CCS shall notify the parent and LEA within 5 days of the determination of eligibility status for the MTP. (2 CCR § 60320, subd. (e).) If CCS determines the pupil has a MTP-eligible condition, CCS shall propose a therapy assessment to the parent/guardian and obtain written consent for assessment of the need for medically necessary occupational therapy or physical therapy. This assessment for therapy shall be implemented not more than 15 days following the determination of whether the pupil has a MTP-eligible condition. (2 CCR § 60320, subd. (f).) CCS shall also attempt to obtain an ROI from the parent or legal guardian to share information with the LEA. If the parent or legal guardian provides a written ROI to share information with the LEA, CCS shall provide the LEA with a copy of the parent or legal guardian's written consent for the therapy assessment. A MTP therapist performs the assessment and develops a proposed CCS Therapy Plan based on assessment findings. The MTP therapist reviews the assessment findings and proposed CCS Therapy Plan with the client's parent or legal guardian. The proposed CCS Therapy Plan shall include:	The LEA is responsible for assessing for any special education/unique educational needs that a pupil may have. The LEA will refer pupils, birth to 21 years of age, to CCS who may have or are suspected of having a CCS MTP-eligible condition that may require medically necessary OT and/or PT. (2 CCR § 60310, subd. (c)(2).) The LEA referral to CCS shall include the pupil's medical diagnosis, current medical records, parental or legal guardian permission for ROI between agencies, and a signed application for the CCS program if the pupil is unknown to CCS. (2 CCR §§ 60310, subd. (c)(3), and 60320, subd. (c).) A designated service, instruction, or related service shall only be added to the pupil's IEP by the IEP team if the IEP team determines that it is necessary to enable the pupil to benefit from the special education program. When 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. (2 CCR § 60325, subd. (f).) The CCS Therapy Plan will be included in the pupil's IEP only when a qualified education representative has concurrently performed an assessment and determined that the medically necessary therapy services provided by CCS will also provide benefit to the pupil's special education program. The LEA shall provide a copy, with a ROI signed by the parent or legal guardian, of the IEP to CCS whenever therapy services, as stated in the proposed/approved CCS Therapy Plan, and/or transportation to the therapy site, are included in the IEP. The LEA shall also provide a copy, with a ROI signed by the parent or legal guardian, of the updated IEP to CCS any time the therapy services

County CCS Program Responsibilities	SELPA and LEA Responsibilities
A. The patient’s present level of functional performance; 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; C. Recommended medically necessary OT/PT services (i.e., treatment, consultation, or monitoring); D. The proposed initiation, frequency, and duration of the services; and E. The proposed date of medical re-evaluation for therapy-related needs. Following determination that a client is medically eligible to participate in MTP services, and upon completion of a proposed CCS Therapy Plan by the evaluating MTP therapist, the county MTP shall (1) schedule a MTC to review the proposed CCS Therapy Plan or (2) send the proposed CCS Therapy Plan to the pupil’s private physician for review and approval. The CCS Therapy Plan shall be implemented not more than 45 days following receipt of the physician-signed prescription for the approved CCS Therapy Plan. CCS will give the LEA at least 10 days’ notice of the Medical Therapy Conference (MTC) for a pupil served by the CCS MTP. This will serve as notice to the LEA of the possible initiation of, or a possible change in, a child’s approved medical therapy plan, which may necessitate a change in the pupil’s Individualized Education Program (IEP). (See 2 CCR § 60310, subd. (c)(5).) Educational staff may attend the MTC with the permission of the pupil’s parent/guardian. CCS will endeavor to seek permission from the parent/guardian for educational staff to attend the MTC if educational staff provide at least 1 full business day’s advance notice that they would like to attend. The MTC team shall meet to review a client’s proposed CCS Therapy Plan to ensure the inclusion of measurable functional goals and objectives for MTP services, including activities that can be performed by the family as part of a home program. Families may share these activities with other service support personnel	in the IEP of a pupil, who is in the CCS MTP, is amended. This includes changes made by CCS to the CCS Therapy Plan for services in the IEP or by the qualified education representative to the overlapping services in the IEP. “Overlapping services” means therapy services that, upon assessment by both the CCS County MTP and the qualified education representative at the SELPA or LEA level, have been found to be both medically necessary (by CCS) and necessary for the pupil to benefit from their IEP (by their qualified educational representative). In accordance with the foregoing, the LEA shall provide the CCS Administrative Services Manager, or their designee, with a copy of the IEP within 5 business days of the creation or modification of the pupil’s IEP. Parental/guardian written consent to the new or modified IEP, if not provided together with the IEP document, will be sent to the MTU within 5 business days of the LEA’s receipt of said consent. With either the written consent of the pupil’s parent or legal guardian or a signed ROI, the LEA Director or their designee may send an educational representative to participate in the MTC for the purpose of coordination of medical services. OT/PT shall be provided by the LEA if it is not deemed to be medically necessary by CCS but the IEP team determines it is necessary to enable a pupil to benefit from special education. If the LEA determines that a referral to CCS (to address fine and/or gross motor/physical skills for medically necessary reasons) is not appropriate, the LEA shall propose an assessment plan to the parent or legal guardian to assess these skills in relation to the pupil’s unique educational needs.

County CCS Program Responsibilities	SELPA and LEA Responsibilities
such as LEA staff, daycare providers, etc. Each MTC includes a managing physician who is responsible for overall medical case management of the client's MTP rehabilitation needs. The managing physician shall approve services based on the EPSDT medical necessity standard. The county MTP may, instead of utilizing MTC services, approve the client to receive medical case management from a private CCS paneled physician, or CCS Special Care Center team. The MTC physician, private CCS paneled physician, or Special Care Center team physician will, with assistance from the evaluating MTP therapist, approve or modify the CCS Therapy Plan, based on the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) medical necessity standard. If the county MTP, or its delegees or representatives, determines that MTP services are not medically necessary under the EPSDT medical necessity standard, the county shall send a notice of action to the client's parent or legal guardian and the LEA within five (5) days explaining the reasons for this determination. The county MTP shall also send the parent or legal guardian and the LEA a copy of the assessment report, if applicable. (2 CCR § 60320, subd. (i).) Within 5 days of a decision to increase, decrease, or discontinue therapy services, or change the type of intervention, CCS will provide written notification to the client's parent/guardian and to the IEP team if the pupil receives medical therapy services as a related service in the pupil's IEP. (2 CCR § 60325, subd. (c).) If the parent/guardian is present at the time the decision is made, they will also be verbally informed of the decision. (2 CCR § 60325, subd. (c).)	

County CCS Program Responsibilities	SELPA and LEA Responsibilities
V. Participation and Procedures for IEP Meetings (Initial, Annual, Triennial)	
Upon receipt of a parent/guardian's written consent for an assessment, CCS shall send a copy of the parent's consent to the LEA which shall establish the date of the IEP team meeting. The LEA shall schedule an IEP team meeting to be held within 50 days from the date parental/guardian consent is received by CCS. (2 CCR § 60320, subd. (g).) When CCS determines a pupil needs medically necessary occupational therapy or physical therapy, CCS shall provide the LEA and the parent/guardian a copy of the completed assessment report for therapy and a proposed therapy plan prior to the scheduled IEP meeting. (2 CCR § 60320, subd. (h).) The assessment report and proposed therapy plan shall include: 1) a statement of the pupil's present level of functional performance; 2) 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; 3) the specific related services required by the pupil, including the type of physical therapy or occupational therapy intervention, treatment, consultation, or monitoring; 4) the proposed initiation, frequency, and duration of the services to be provided by the MTP; and 5) the proposed date of medical evaluation. (2 CCR § 60325, subd. (a).) CCS shall participate in IEP team meetings as set forth in Government Code section 7572, subdivision (d), including but not limited to providing the LEA and the parent or legal guardian with the assessment report and proposed therapy plan as indicated above. (2 CCR § 60325, subd. (b).) The county MTP shall provide the LEA and the parent or legal guardian a copy of the client's previously approved CCS Therapy Plan or a proposed CCS Therapy Plan prior to any scheduled IEP meeting, as requested.	Each LEA shall be responsible for the scheduling of any IEP team meeting for a pupil served by that LEA. (See 2 CCR § 60325, subd. (d).) The LEA shall schedule an initial IEP team meeting to be held within 50 days from the date parental or legal guardian consent to the therapy assessment is received by CCS. (2 CCR § 60320, subd. (g).) The LEA shall convene the IEP team to review all assessments, request additional assessments if needed, determine whether fine or gross motor or physical needs exist, and consider designated services, instruction, or related services that are necessary to enable the pupil to benefit from the special education program. (2 CCR § 60325, subd. (e).) The LEA Director or their designee shall convene the IEP team within 30 days following notice from CCS of a decision to increase, decrease, change the type of intervention, or discontinue services for a pupil receiving medical therapy services when these services are listed as an included IEP service, or when there is an annual or triennial review, or a review requested by the parent or other authorized person. (2 CCR § 60325, subd. (d).) When medically necessary service provided by CCS is on the IEP and CCS determines there will be a change in the level of service that is medically necessary, the IEP Team will consider if the service is educationally necessary for the student to receive FAPE. The LEA will assume responsibility for the provision of any services CCS no longer deems medically necessary if the IEP team determines the services are still required to ensure the pupil receives a FAPE. For any IEP team meeting that will discuss CCS services included in a pupil's IEP or proposed to be included in a pupil's IEP, the LEA shall schedule the meeting at a date, time, and location so that the Parent(s), CCS representative, and any other required parties (including but not limited to participation of any attorney, if so notified by the parent or legal guardian) are able to attend. Prior to the IEP team meeting, the

County CCS Program Responsibilities	SELPA and LEA Responsibilities
CCS will identify the therapist/designee to attend the IEP meeting, and facilitate case coordination when requested by the LEA. CCS will create a consent form for parents to allow CCS to inform the relevant LEA and SELPA of their child's participation in the CCS MTP. When the MTU therapist is unable to attend the IEP meeting in person, a CCS designee will endeavor to attend by teleconference. (2 CCR § 60310, subd. (c)(6); Gov. Code, § 7572, subd. (d).) The participation of the MTU therapist/designee in the IEP meeting will be limited to discussion of approved MTP therapy plan. CCS' proposed/approved plan for medically necessary occupational therapy and/or physical therapy shall be the recommendation of the IEP team members who are attending on behalf of the local educational agency. (Gov. Code, § 7572 (c)(1).) CCS will provide CCS approved MTP services which are specified in the IEP and in accordance with legal obligations.	LEA Director or their designee shall provide CCS with notice of the IEP meeting no less than 10 days before the IEP team meeting. (See 2 CCR § 60310, subd. (c)(4).) The IEP team will make efforts to specify a time during the IEP meeting when MTP services will be discussed in order to minimize the time that the therapist(s) will not be available for treatment services at the MTU or MTU satellite. If a CCS representative cannot meet with the IEP team, the CCS representative shall provide written information concerning the need for the service. Conference calls, together with written recommendations, are acceptable forms of participation. If the CCS representative is not available to participate in the IEP team meeting, the LEA shall ensure that a qualified substitute is available to explain and interpret the evaluation. (2 CCR § 60310, subd. (c)(6); Gov. Code, § 7572, subd. (d).) The therapy services indicated in the pupil's IEP shall be developed or amended in accordance with Education Code section 56341. (2 CCR 60310 § subd. (c)(7).)
VI. Provision of Services	
The county MTP will provide medically necessary PT and OT services for clients once those services are approved by the CCS paneled physician. MTP services in a MTU or MTU satellite shall be provided by or under the supervision of a licensed occupational therapist or physical therapist. If the county MTP is unable to provide the medically necessary therapy services and needs to hire the LEA as a vendor for the service, the county MTP shall be financially responsible for the LEA's provision of such services. CCS must reimburse the LEA in full for the cost of providing the medically necessary OT and/or PT services as stated in the approved CCS Therapy Plan and contained in the IEP. Following a request for reimbursement for the provision of medically necessary OT and/or PT services as stated in the approved CCS Therapy	When the CCS county MTP Liaison has notified the LEA that it is unable to provide medically necessary OT and/or PT services as stated in the approved CCS Therapy Plan and contained in the IEP related to goals and services, and it has been unable to vendor the service to an appropriate agency (paneled provider), the LEA shall provide the medically-necessary OT and/or PT services as soon as possible and shall notify the county MTP Liaison of the start of LEA-provided services. The LEA providing or contracting with a vendor to provide the service is authorized to claim reimbursement for the services from CCS. To claim reimbursement for the cost of providing the medically necessary OT and/or PT services as stated in the approved CCS Therapy Plan, the LEA or SELPA will: A. Notify the MTP liaison in writing of its intent to request reimbursement, stating the time period (start and end dates) of the requested reimbursement and the total

County CCS Program Responsibilities	SELPA and LEA Responsibilities
Plan and contained in the IEP, the county MTP shall provide the reimbursement within 30 days of receipt of the request for reimbursement from the LEA/SELPA. If the county MTP becomes able to resume the provision of medically necessary OT and/or PT services for the client as stated in the approved CCS Therapy Plan and contained in the IEP, it shall notify the LEA/SELPA liaison. CCS and the LEA/SELPA will coordinate the transition of the provision of services to CCS while minimizing interference in any existing contract or agreement for services entered into by the LEA or SELPA to perform said services. The LEA and SELPA will not be required to breach any existing contract or agreement for the provision of medically necessary OT or PT services entered into due to CCS's county MTP's notification of its inability to provide the requisite services.	amount requested for reimbursement for that time period. B. The LEA or SELPA will provide the invoice(s) and/or contract for services with a vendor evidencing the cost for the provision of services and service log(s) or invoice(s) demonstrating the completion of service hours for the relevant time period of the requested reimbursement. In the event that the LEA uses school personnel to provide said services, the LEA will provide evidence of the employee's rate of pay and a service log demonstrating the provision of services. Disputes between the CCS county MTP and LEA/SELPA that cannot be resolved informally regarding reimbursement will be resolved utilizing the mediation and complaint process and procedures of the Office of Administrative Hearings.
VII. Staff Development Activities	
The CCS MTP liaison and SELPA liaisons will collaborate to plan joint staff development activities. (2 CCR § 60310, subd. (c)(11).)	
VIII. Interagency Problem Resolution	
The CCS MTP liaison and the relevant LEA liaison and SELPA liaison shall meet to discuss and resolve all disputes informally. In cases where a dispute cannot be resolved informally, the Parties shall adhere to the dispute resolution process provided in California Government Code section 7585.	
IX. Transportation of Pupils	
CCS is not responsible for transporting pupils eligible for MTP to the MTU or to the therapy satellite. Pursuant to section 123840(j) of the Health and Safety Code, CCS county MTP shall be responsible for transportation costs to and from MTUs and MTU satellites only for clients to receive medically necessary services, when unavailable through their Managed Care Plan (MCP). The CCS county MTP program shall authorize transportation services in accordance with CCS Numbered Letter 03-0810 (or any NL superseding this NL) once efforts to seek reimbursement or coverage of transportation by the client's MCP have been exhausted.	The SCCOE/LEA will provide transportation to the MTU or a therapy satellite when legally required. (2 CCR § 60310, subd. (c)(8).) The LEA shall communicate with CCS to ensure transportation is discussed in the IEP meeting for students receiving CCS services as a designated service, instruction, or related service on their IEP.

County CCS Program Responsibilities	SELPA and LEA Responsibilities
X. Space Requirement	
The Chief CCS Therapist/ designee will notify the SELPA Director of the need for MTU or therapy unit satellite(s) based on the number of hours of prescribed treatment and the space required to provide medically necessary therapy services. The parties will work together to determine the total need and locations for MTUs, therapy satellite(s), or other off-site facilities authorized by DHCS and the CDE. (2 CCR § 60310, subd. (c)(9).) The MTP staff will coordinate with the LEA staff on utilization of the MTU or therapy satellite space by the LEA when not in use by the MTP staff. (2 CCR § 60310, subd. (c)(10).). Via an electronic document shared with each LEA, the MTP staff will provide to the LEA staff the schedule for each therapy satellite space and update the same if and when the schedule changes. The Chief CCS Therapist and SELPA Directors will review space needs annually, or sooner as needed.	
The county MTP will collaborate with the LEA/SELPA to identify appropriate sites to serve as MTUs or MTU satellites. Any proposed construction, relocation, remodeling, or modification of a MTU or MTU satellite remains subject to approval and shall be mutually planned and approved by the county MTP, DHCS, SELPA/LEA, and CDE. If an MTU or therapy satellite is to be relocated, CCS staff will notify parents and be responsible for preparing the MTU or therapy satellite's equipment for moving.	The SELPAs, through the LEAs, shall provide the necessary space and equipment for the provision of CCS MTP occupational therapy and physical therapy in the most efficient and effective manner. The LEA in whose jurisdiction an MTU or therapy unit satellite is located will be responsible for the provision, maintenance, and operation of the facility(ies) housing the MTU or therapy unit satellite during the CCS workday on a twelve-month basis. (2 CCR § 60310, subd. (d)(1).) There may be more than one LEA with students receiving services at the MTU or therapy unit satellite, and each LEA shall support the MTU or therapy unit satellite based on the percentage of students served, as determined by the SELPA allocation plan. The MTU and therapy unit satellite(s) shall have the necessary space and equipment to accommodate the following functions: administration, medical therapy conference, comprehensive evaluation, private treatment, activities of daily living, storage, and modification of equipment. (2 CCR 60330, subd. (a).) Each MTU and therapy unit satellite shall include, in the parking lot closest to the MTU or therapy unit satellite's main entrance: (1) adequate parking spaces for the exclusive use of CCS patients and staff when they are on site; (2) designation of a sufficient number of parking spaces for disabled use only (i.e., parking spaces painted with the universal symbol for the disabled and/or posted signs displaying the symbol); and (3) a ramp from the parking lot to the entrance, or sidewalk leading

County CCS Program Responsibilities	SELPA and LEA Responsibilities
	to the entrance, of the MTU or therapy unit satellite. The specific MTU and therapy satellite units' space and equipment requirements are dependent upon local needs as determined by joint agreement of state CCS, county CCS, and LEAs, and approved by both the CDE and the DHCS. The space of the MTU and therapy unit satellites shall be for the exclusive use of the CCS staff when they are on site. (2 CCR 60330, subd. (b).) The LEA in whose jurisdiction an MTU or therapy unit satellite is located shall be responsible for the day-to-day maintenance of the MTU physical plant. Maintenance includes, but is not limited to, structural repairs, custodial and housekeeping services, replacement of broken items, and replacement of consumed items. The SELPA will identify the process for a change in the LEA with fiscal/administrative responsibility for the provision and maintenance of necessary space, supplies, and equipment. Any change in the provision, maintenance, or operation of the facilities provided by the LEAs will be coordinated between the relevant SELPA and Chief CCS Therapist. The SELPAs and LEAs will work with the CCS Program to mutually plan for the establishment of a new MTU and modification, remodeling, or relocation of an existing MTU or therapy satellite, as necessary, and approved by the California Department of Education and the California Department of Health Care Services. (2 CCR 60330, subd. (c).) The relocation of an MTU or a therapy satellite shall not occur unless mutually agreed upon by the local county CCS program and LEA with approval from the CMS Branch and CDE. Prior to relocation, the relevant SELPA and LEA(s) must give the MTU therapy staff at least 60 days from the date of the agreement to be moved. The LEA is responsible for moving the equipment to the new location, and the relocated equipment must be in place and operational prior to therapy services being resumed.

County CCS Program Responsibilities	SELPA and LEA Responsibilities
	The SELPAs and LEAs will provide access to all appropriate facilities in support of the CCS MTP workday on a twelve-month basis.
XI. MTU Operation, Equipment, and Supplies	
The county MTP shall collaborate with the LEA/SELPA to identify and plan for day-to-day maintenance and housekeeping for MTUs and MTU satellites. The county MTP shall notify any maintenance and housekeeping needs outside of day-to-day maintenance and housekeeping to the LEA as soon as practicable. The county MTP will prepare an annual budget for MTU equipment and supplies and provide this budget to the LEA(s) for approval by the SELPA that has been given the responsibility to support the MTU and any MTU satellites. The MTU Program will provide to the LEA Director(s), by February 1 of each year, a list of the therapy equipment and supplies necessary to support and maintain the function of the MTU and therapy satellites(s), along with the estimated cost of such equipment and supplies. The CCS Chief Therapist will coordinate with the relevant SELPA Director or their designee regarding any unmet needs for supplies and equipment for the MTU and therapy satellite(s). Unless the Parties agree otherwise, the CCS Program will provide the MTU and therapy satellite(s) with the supplies consistent with what is outlined in the current State Interagency Cooperative Agreement between the California Department of Health Care Services, CMS Branch, CCS, MTP, and the California Department of Education (“State Interagency Agreement”). The list from the current Interagency Agreement, as of the date of execution of this MOU, is attached hereto in relevant part and incorporated herein as Appendix 1 to this Exhibit A. The county MTP shall provide the MTU and MTU satellite(s) with the necessary supplies for MTP administrative and case management activities. The county MTP shall provide the MTU and MTU satellite(s) with the necessary medical supplies to deliver MTC services.	Except for the supplies that the county MTP has agreed herein to provide, the LEA which provides the facility for the MTU or therapy satellite shall have fiscal/administrative responsibility for provision and maintenance of necessary space, equipment, and supplies for that MTU or therapy satellite. (See 2 CCR 60310(d)(2).) The responsible LEA will deliver equipment and materials/supplies directly to the relevant MTU or therapy satellite. Unless the Parties agree otherwise, the LEAs will provide supplies and equipment consistent with what is outlined in the current State Interagency Cooperative Agreement between the California Department of Health Care Services, CMS Branch, CCS, MTP, and the California Department of Education. The LEA will ensure that the equipment of the MTU and therapy unit satellites shall be for the exclusive use of the CCS staff when they are on site. (2 CCR 60330, subd. (b).)

County CCS Program Responsibilities	SELPA and LEA Responsibilities
The county MTP is responsible to provide an assessment and/or authorization, where appropriate, for any equipment that will become the personal property of the client.	
The MTP staff and LEA staff will coordinate on utilization of the MTU or therapy satellite equipment by the LEA when not in use by the MTP staff. (2 CCR 60330, subd. (b).)	

Exhibit B

Current California Children's Services Therapy Sites

Provided by Special Education Local Plan Areas (SELPA) and member Local Education Areas

Site	Medical Therapy Unit (MTU) or MTU-Satellite (MTU-S)	Involved Education Agencies and Primary Point-of-Contact
Juana Briones 638 Maybell Avenue Palo Alto, CA 94306	MTU	NW SELPA, Palo Alto Unified School District - Primary Point of Contact for equipment and supplies: NW SELPA. - Primary Point of Contact for facilities and maintenance: Palo Alto Unified School District
Vargas Elementary School 1054 Carson Drive Sunnyvale, CA 94086	MTU-S	NW SELPA, Sunnyvale Elementary School District - Primary Point of Contact for equipment and supplies: NW SELPA - Primary Point of Contact for facilities and maintenance: Sunnyvale Elementary School District
Chandler Tripp 780 Thorton Way San Jose, CA 95128	MTU	Santa Clara County Office of Education (SCCOE) Primary Point of Contact for facilities, maintenance, equipment, and supplies.
South Valley at Taylor 6315 Woosley Drive San Jose, CA 95123	MTU	SE SELPA, Oak Grove USD Primary Point of Contact for facilities, maintenance, equipment, and supplies: SE SELPA
South Valley – Annex 9300 Wren Avenue Portable #15 Gilroy, CA 95020	MTU-S	SE SELPA, Gilroy USD, SCCOE - Primary Point of contact for equipment and supplies: SE SELPA - Primary Point of Contact for facilities and maintenance: SCCOE