| CONTRACT | NUMBER: |
|----------|---------|
| PR#: R | _/PO#: |

| LEA: | Mt. Diablo Unified School District | |
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NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Devereux Residential Treatment Center

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 15th day of June , 2010, between the Mt. Diablo Unified School District (hereinafter referred to as "LEA") and Devereux Residential Treatment Center (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA pupils with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA pupil, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Plan (hereinafter referred to as "IEP"), Individual Family Service Plan (hereinafter referred to as IFSP) or Rehabilitation Act Section 504 plan.

SELPA Collaborative. The LEA is a member of the Bay Area SELPA Collaborative. Nonpublic schools and nonpublic agencies that are geographically located in one of the participating SELPAs agree to participate in this collaborative process to establish a uniform contract for identified services and standards. The established system provides NPA/Ss with an opportunity to have input to the development of the process, contract issues, etc., and a simplified, standard process for rate negotiation with the participating SELPAs. Issues listed on the Rate Schedule portion of this Master Contract may be reviewed on an annual basis upon request of the CONTRACTOR using the established Bay Area SELPA Collaborative system. CONTRACTOR agrees that the rates set forth in this Master Contract will remain unchanged from July 1 through June 30 of the term of contract, with no changes in the services provided, unless changed in a duly executed amendment to this Master Contract signed by both parties. Increases in rates will be considered on an annual basis and remain unchanged for the term of the contract from July 1 through June 30, with no changes in level of service provided without written approval by both parties.

| 62. CONTRACTOR | CONTRACTOR NUMBER | 2010-2011 |
|---------------------------------------|-------------------|-----------|
| Devereux Residential Treatment Center | PO#: | |

Per CDE Certification, total enrollment may not exceed _____

The attached rate schedule limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

Rate Schedule. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

| | Rate | Period |
|--|---------|---------|
| A. Basic Education Program/Special Education Instruction | \$82.00 | per day |
| Basic Education Program/Dual Enrollment* | | |

^{*}Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

| (1) | a. Transportation - Round Trip | | |
|-----|---|--|--|
| | b. Transportation - One Way | | |
| | c. Transportation-Dual Enrollment | | |
| | d. MTA | | |
| | e. Parent* | | |
| (2) | a. Educational Counseling - Individual | | |
| | b. Educational Counseling - Group of | | |
| | c. Counseling - Parent | | |
| (3) | a. Adapted Physical Education - Individual | | |
| | b. Adapted Physical Education - Group of | | |
| | c. Adapted Physical Education - Group of | | |
| (4) | a. Language and Speech Therapy - Individual | | |
| | b. Language and Speech Therapy - Group of 2 | | |
| | c. Language and Speech Therapy - Group of 3 | | |
| | d. Language and Speech Therapy - Per diem | | |
| | e. Language and Speech - Consultation Rate | | |
| (5) | Additional Adult Assistance - Individual (must be authorized on IEP/IFSP) | | |
| | b. Additional Adult Assistance - Group of 2 | | |
| | e. Additional Adult Assistance - Group of 3 | | |
| (6) | Intensive Special Education Instruction, by credentialed special education teacher | | |
| (7) | a. Occupational Therapy - Individual | | |

| | b. Occupational Therapy - Group of 2 | |
|------|---|--|
| | c. Occupational Therapy - Group of 3 | |
| | d. Occupational Therapy - Group of 4 - 7 | |
| | e. Occupational Therapy - Consultation Rate | |
| (9) | Physical Therapy | |
| (10) | a. Behavior Intervention - BII | |
| | b. Behavior Intervention – BID | |
| | Provided by: | |
| (11) | Nursing Services | |
| (12) | Other: Psychological Services other than Assessment and IEP | |
| (13) | Home or Hospital Instruction | |
| (14) | Other | |

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the <u>1st</u> day of July 2010, and terminates at 5:00 P.M. on <u>June 30, 2011</u>, unless sooner terminated as provided herein.

| CONTRACTOR, | SCHOOL DISTRICT |
|---|--|
| Nonpublic School/Agency | |
| Signature Date | Signature Date |
| Name and Title of Authorized Representative Steven Murphy Executive Director | Name and Title of Authorized Representative MILDRED D. BROWNE, ED. D. ASSISTANT SUPERINTENDENT, PUPIL SERVICES/SPECIAL EDUCATION |
| Notices to CONTRACTOR shall be addressed to: Name Karla Banol, Contracts Coordinator | Notices to LEA shall be addressed to: Name MILDRED D. BROWNE, ED. D. |
| Nonpublic School/Agency Service Provider | Local Educational Agency |
| Address 5850 T.G. Lee Boulevard #400 | Address 1936 CARLOTTA DRIVE |
| City State Zip Orlando FL 32822 Phone (407) 362-9234 Fax (866) 440-0613 Email kbanol@devereux.org Website | City State Zip CONCORD CA 94519 Phone (925) 682-8000 Fax (925) 687-3139 Email Website |

| CONTRAC | CT NUMBER: | |
|---------|------------|---|
| PR#: R | /PO#: | _ |

| LEA: | Mt. Diablo | Unified School | District |
|------|------------|----------------|----------|
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NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Deveruex Texas Treatment Network (League City)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 15th day of June , 2010, between the Mt. Diablo Unified School District (hereinafter referred to as "LEA") and Deveruex Foundation DBA Deveruex Texas Treatment Network (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA pupils with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA pupil, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Plan (hereinafter referred to as "IEP"), Individual Family Service Plan (hereinafter referred to as IFSP) or Rehabilitation Act Section 504 plan.

SELPA Collaborative. The LEA is a member of the Bay Area SELPA Collaborative. Nonpublic schools and nonpublic agencies that are geographically located in one of the participating SELPAs agree to participate in this collaborative process to establish a uniform contract for identified services and standards. The established system provides NPA/Ss with an opportunity to have input to the development of the process, contract issues, etc., and a simplified, standard process for rate negotiation with the participating SELPAs. Issues listed on the Rate Schedule portion of this Master Contract may be reviewed on an annual basis upon request of the CONTRACTOR using the established Bay Area SELPA Collaborative system. CONTRACTOR agrees that the rates set forth in this Master Contract will remain unchanged from July 1 through June 30 of the term of contract, with no changes in the services provided, unless changed in a duly executed amendment to this Master Contract signed by both parties. Increases in rates will be considered on an annual basis and remain unchanged for the term of the contract from July 1 through June 30, with no changes in level of service provided without written approval by both parties.

| 62. CONTRACTOR | CONTRACTOR NUMBER | 2010-2011 |
|--|-------------------|-----------|
| Devereux Texas Treatment Network (League City) | PO#: | |

Per CDE Certification, total enrollment may not exceed

The attached rate schedule limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

Rate Schedule. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

| | Rate | Period |
|--|----------|---------|
| A. Basic Education Program/Special Education Instruction | \$120.38 | per day |
| Basic Education Program/Dual Enrollment* | | |

^{*}Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

| (1) | a. Transportation - Round Trip | | |
|-------|--|---------|-------------|
| | b. Transportation - One Way | | |
| | c. Transportation-Dual Enrollment | | |
| | d. MTA | | |
| | e. Parent* | | |
| (2) | a. Educational Counseling - Individual | | |
| =7/2 | b. Educational Counseling - Group of | | |
| | c. Counseling - Parent | | |
| (3) | a. Adapted Physical Education - Individual | | |
| 32-20 | b. Adapted Physical Education - Group of | | |
| | c. Adapted Physical Education - Group of | | |
| (4) | a. Language and Speech Therapy – Individual | \$65.00 | per session |
| | b. Language and Speech Therapy - Group of 2 | | |
| | c. Language and Speech Therapy - Group of 3 | | |
| | d. Language and Speech Therapy - Per diem | | |
| | e. Language and Speech - Consultation Rate | | |
| (5) | Additional Adult Assistance - Individual (must be authorized on IEP/IFSP) | \$20.00 | per hour |
| | b. Additional Adult Assistance - Group of 2 | | |
| | c. Additional Adult Assistance - Group of 3 | | |
| (6) | Intensive Special Education Instruction, by credentialed special education teacher | | |
| (7) | a. Occupational Therapy - Individual | | |

| (14) | Other Psychological/Education Evaluation | \$350.00 | per evaluation |
|------|---|----------|----------------|
| (13) | Home or Hospital Instruction | | |
| (12) | Other: Psychological Services other than Assessment and IEP | | |
| (11) | Nursing Services | | |
| | Provided by: | | |
| | b. Behavior Intervention – BID | | |
| (10) | a. Behavior Intervention – BII | | |
| (9) | Physical Therapy | | |
| | e. Occupational Therapy - Consultation Rate | | |
| | d. Occupational Therapy - Group of 4 - 7 | | |
| | c. Occupational Therapy - Group of 3 | | |
| | b. Occupational Therapy - Group of 2 | | |

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the <u>lst</u> day of July 2010, and terminates at 5:00 P.M. on <u>June 30, 2011</u>, unless sooner terminated as provided herein.

| CONTRACTOR, | SCHOOL DISTRICT |
|---|--|
| Nonpublic School/Agency | |
| | |
| Signature Date | Signature Date |
| Name and Title of Authorized Representative Pamela E. Helm Executive Director | Name and Title of Authorized Representative MILDRED D. BROWNE, ED. D. ASSISTANT SUPERINTENDENT, PUPIL SERVICES/SPECIAL EDUCATION |
| Notices to CONTRACTOR shall be addressed to: Name Pamela E. Helm | Notices to LEA shall be addressed to: Name MILDRED D. BROWNE, ED. D. |
| Nonpublic School/Agency Service Provider | Local Educational Agency |
| Address 1150 Devereux Drive | Address 1936 CARLOTTA DRIVE |
| City State Zip League City TX 77573 Phone (281) 316-5433 Fax (281) 554-7447 Email PMILNER@devereux.org Website www.devereux.org | City State Zip CONCORD CA 94519 Phone (925) 682-8000 Fax (925) 687-3139 Email Website |

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Joyce Shefsky/AZPJOH

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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Friday, June 18, 2010 (7).max

| CONTRACT | NUMBER: |
|----------|---------|
| PR#: R | _/PO#; |

| A: | Mt. Diablo Unified School District |
|-----|---|
| ONP | PUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: |
| | |

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 15th day of June , 2010, between the Mt. Diablo Unified School District (hereinafter referred to as "LEA") and Seneca Center (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA pupils with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA pupil, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Plan (hereinafter referred to as "IEP"), Individual Family Service Plan (hereinafter referred to as IFSP) or Rehabilitation Act Section 504 plan.

SELPA Collaborative. The LEA is a member of the Bay Area SELPA Collaborative. Nonpublic schools and nonpublic agencies that are geographically located in one of the participating SELPAs agree to participate in this collaborative process to establish a uniform contract for identified services and standards. The established system provides NPA/Ss with an opportunity to have input to the development of the process, contract issues, etc., and a simplified, standard process for rate negotiation with the participating SELPAs. Issues listed on the Rate Schedule portion of this Master Contract may be reviewed on an annual basis upon request of the CONTRACTOR using the established Bay Area SELPA Collaborative system. CONTRACTOR agrees that the rates set forth in this Master Contract will remain unchanged from July 1 through June 30 of the term of contract, with no changes in the services provided, unless changed in a duly executed amendment to this Master Contract signed by both parties. Increases in rates will be considered on an annual basis and remain unchanged for the term of the contract from July 1 through June 30, with no changes in level of service provided without written approval by both parties.

| 62. CONTRACTOR | CONTRACTOR NUMBER | 2010-2011 |
|----------------|-------------------|-----------|
| Seneca Center | PO#: | 2010-2011 |

Per CDE Certification, total enrollment may not exceed

The attached rate schedule limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

Rate Schedule. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

| A Deal El al B | Rate | Period |
|--|----------|---|
| A. Basic Education Program/Special Education Instruction | \$159.00 | per day |
| Basic Education Program/Dual Enrollment* | | 1 |

^{*}Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

| (1) | a. Transportation - Round Trip | \$20.00 | |
|-----|--|---------|----------|
| | b. Transportation - One Way | 440.00 | |
| | c. Transportation-Dual Enrollment | | |
| | d. MTA | | |
| | e. Parent* | | |
| (2) | a. Educational Counseling - Individual | | |
| | b. Educational Counseling - Group of | | |
| | c. Counseling – Parent | | |
| (3) | a. Adapted Physical Education - Individual | | |
| | b. Adapted Physical Education - Group of | | |
| | c. Adapted Physical Education - Group of | | |
| (4) | a. Language and Speech Therapy – Individual | \$89.00 | per hour |
| | Language and Speech Therapy – Group of 2 | | 1 1000 |
| | c. Language and Speech Therapy - Group of 3 | | |
| | d. Language and Speech Therapy - Per diem | | |
| | e. Language and Speech - Consultation Rate | | |
| (5) | Additional Adult Assistance - Individual (must be authorized on IEP/IFSP) | | |
| | b. Additional Adult Assistance - Group of 2 | | |
| | c. Additional Adult Assistance Group of 3 | | |
| 6) | Intensive Special Education Instruction, by credentialed special education teacher | \$83.00 | per day |
| 7) | a. Occupational Therapy - Individual | | |

| (14) | Other 1:1 partial day | \$25.00 | per day |
|------|--|---------|---------|
| (13) | Home or Hospital Instruction | | |
| (12) | Other: Psychological Services other than Assessment and IEP | | |
| (11) | Nursing Services | | |
| | Provided by: | | |
| | b. Behavior Intervention – BID | | |
| (10) | a. Behavior Intervention – BII | | |
| (9) | Physical Therapy | | |
| | e. Occupational Therapy - Consultation Rate | | |
| | d. Occupational Therapy - Group of 4 - 7 | | |
| | c. Occupational Therapy - Group of 3 | | |
| | b. Occupational Therapy - Group of 2 | | |

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the <u>lst</u> day of July 2010, and terminates at 5:00 P.M. on <u>June 30, 2011</u>, unless sooner terminated as provided herein.

| CONTRACTOR, | SCHOOL DISTRICT |
|--|--|
| Nonpublic School/Agency | |
| Signature Date | Signature Date |
| Name and Title of Authorized Representative Katherine West Executive Director | Name and Title of Authorized Representative MILDRED D. BROWNE, ED. D. ASSISTANT SUPERINTENDENT, PUPIL SERVICES/SPECIAL EDUCATION |
| Notices to CONTRACTOR shall be addressed to: Name Mai Le, Contracts Specialist | Notices to LEA shall be addressed to: Name MILDRED D. BROWNE, ED. D. |
| Nonpublic School/Agency Service Provider | Local Educational Agency |
| Address 2275 Arlington Drive | Address 1936 CARLOTTA DRIVE |
| City State Zip San Leandro CA 94578 Phone (510) 317-1444 ext. 242 Fax (510) 317-1443 Email mai_le@senecacenter.org Website | City State Zip CONCORD CA 94519 Phone (925) 682-8000 Fax (925) 687-3139 Email Website |



June 18, 2010

Mt. Diablo Unified School District 1936 Carlotta Drive Concord, CA 94519

RE: Seneca Center

Michelle Connaley

7/1/10-11 Insurance Renewal

To Whom It May Concern:

Please be advised that Seneca Center's General Liability, Auto and Umbrella are being renewed effective 7/1/10-11, however we are still in process and are unable to release a certificate at the moment.

Mt. Diablo Unified School District is on the list of Certificate Holders that will receive an updated renewal certificate no later than 7/1/10.

If you have any questions, please feel free to give me a call.

Sincerely,

Michelle Gonzalez

Client Advisor

| hapman icense #0522024 . O. Box 5455 | THIS CEE | | Section 1 | 07/06/0 |
|--|---|---|---|---|
| 200 (200 M) (170 M) | HOLDER. | ID CONFERS N THIS CERTIFI | SENEC-1 SSUED AS A MATTER O RIGHTS UPON THI CATE DOES NOT AM AFFORDED BY THE | OF INFORMA E CERTIFICAT END. EXTEND |
| asadena CA 91117-0455 hone: 626-405-8031 | 020250000000 | AFFORDING C | | |
| suneo | INSURER A: | | ome Assurance C | NAIC# |
| Seneca Center | 100000000000000000000000000000000000000 | NIAC National Union | | |
| Seneca Center 2275 Arlington Drive San Leandro CA 94578 | INSURER D. | sacional onion | Tre Insurance | |
| OVERAGES | INSURER E: | | | |
| THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE MAY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAIL | HEREIN IS SHELFOT TO | | | |
| RADO'L INSRD TYPE OF INSURANCE POLICY NUMBER | | POLICY EXPIRATION DATE (MM/DD/YY) | LIME | TS |
| GENERAL LIABILITY X X COMMERCIAL GENERAL LIABILITY 200900557NP0 | SAME A STATE OF TAXABLE | (1870-871-971-971-971-971-971-971-971-971-971-9 | EACH OCCUPRENCE DAMAGE TO PENTED | \$ 1000000 |
| X X COMMERCIAL GENERAL LIABILITY 200900557NPO CLAIMS MADE OCCUR | 07/01/09 | 07/01/10 | PREMISES (Ea occurence) MED EXP (Any one person) | \$ 100000 \$ 10000 |
| X Prof Liability 200900557NPO | 07/01/09 | 07/01/10 | PERSONAL & ADV INJURY | \$ 1000000 |
| GENT, AGGREGATE LIMIT APPLIES PER: POLICY PRO- LOC | | | GENERAL AGGREGATE PRODUCTS - COMP/OP AGG | \$ 2000000 \$ 2000000 |
| AUTOMOBILE LIABILITY X ANY AUTO 200900557NPO | 07/01/09 | 07/01/10 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,00 |
| ALL OWNED AUTOS SCHEDULED AUTOS | | | BODILY INJURY (Per person) | s |
| X HIRED AUTOS X NON-OWNED AUTOS X COMP \$500 | CEIVED | | BODILY INJURY (Per accident) | s |
| X coll \$500 | 0.8 7009 | | PROPERTY DAMAGE (Per accident) | 5 |
| ANY AUTO FISCA | TRYINIAA | ION | AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC | \$ |
| EXCESS/UMBRELLA LIABILITY PUPIL SERVICE | CESISPECIAL EDUCAT | 100 | Commercial | 5 |
| X OCCUR CLAIMS MADE 200900557UMB | 07/01/09 | 07/01/10 | EACH OCCURRENCE AGGREGATE | \$ 4,000,000 \$ 4,000,000 \$ |
| DEDUCTIBLE RETENTION \$ | | | | s s |
| WORKERS COMPENSATION AND EMPLOYERS LIABILITY WC0834106 | 11/01/08 | 11/01/00 | X WC STATU- OTH- TORY LIMITS ER | |
| OFFICERMEMBER EXCLUDED? | 11/01/08 | SACRED SECTION AND COM- | E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE | \$ 1000000 |
| if yes, describe under SPECIAL PROVISIONS below OTHER | | - | E.L. DISEASE - POLICY LIMIT | |
| Crime/Employee Dis 012492621 IPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDOR | 09/17/08 | 09/17/09 | Emp Disho | 850000 |

Friday, June 18, 2010 (7).max

© ACORD CORPORATION 1

ACORD 25 (2001/08)

| CONTRACT | NUMBER: | |
|----------|---------|--|
| PR#: R | _/PO#: | |

LEA: Mt. Diablo Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Yellowstone Boys & Girls Ranch

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 15th day of June , 2010, between the Mt. Diablo Unified School District (hereinafter referred to as "LEA") and Yellowstone Boys & Girls Ranch (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA pupils with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA pupil, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Plan (hereinafter referred to as "IEP"), Individual Family Service Plan (hereinafter referred to as IFSP) or Rehabilitation Act Section 504 plan.

SELPA Collaborative. The LEA is a member of the Bay Area SELPA Collaborative. Nonpublic schools and nonpublic agencies that are geographically located in one of the participating SELPAs agree to participate in this collaborative process to establish a uniform contract for identified services and standards. The established system provides NPA/Ss with an opportunity to have input to the development of the process, contract issues, etc., and a simplified, standard process for rate negotiation with the participating SELPAs. Issues listed on the Rate Schedule portion of this Master Contract may be reviewed on an annual basis upon request of the CONTRACTOR using the established Bay Area SELPA Collaborative system. CONTRACTOR agrees that the rates set forth in this Master Contract will remain unchanged from July 1 through June 30 of the term of contract, with no changes in the services provided, unless changed in a duly executed amendment to this Master Contract signed by both parties. Increases in rates will be considered on an annual basis and remain unchanged for the term of the contract from July 1 through June 30, with no changes in level of service provided without written approval by both parties.

| 62. CONTRACTOR | CONTRACTOR NUMBER | 2010-2011 |
|--------------------------------|-------------------|-----------|
| Yellowstone Boys & Girls Ranch | PO#: | |

Per CDE Certification, total enrollment may not exceed

The attached rate schedule limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

Rate Schedule. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

| | Rate | Period |
|--|----------|---------|
| A. Basic Education Program/Special Education Instruction | \$104.00 | per day |
| Basic Education Program/Dual Enrollment* | | |

^{*}Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

| (1) | a. Transportation - Round Trip | | |
|-----|--|--|--|
| | b. Transportation - One Way | | |
| | c. Transportation-Dual Enrollment | | |
| | d. MTA | | |
| | e. Parent* | | |
| (2) | a. Educational Counseling - Individual | | |
| | b. Educational Counseling - Group of | | |
| | c. Counseling – Parent | | |
| (3) | a. Adapted Physical Education - Individual | | |
| | b. Adapted Physical Education - Group of | | |
| | c. Adapted Physical Education - Group of | | |
| (4) | a. Language and Speech Therapy - Individual | | |
| | b. Language and Speech Therapy - Group of 2 | | |
| | c. Language and Speech Therapy - Group of 3 | | |
| | d. Language and Speech Therapy - Per diem | | |
| | e. Language and Speech - Consultation Rate | | |
| (5) | Additional Adult Assistance - Individual (must be authorized on IEP/IFSP) | | |
| | b. Additional Adult Assistance - Group of 2 | | |
| | c. Additional Adult Assistance - Group of 3 | | |
| (6) | Intensive Special Education Instruction, by credentialed special education teacher | | |
| (7) | a. Occupational Therapy - Individual | | |

| | b. Occupational Therapy - Group of 2 | |
|------|---|--|
| | c. Occupational Therapy - Group of 3 | |
| | d. Occupational Therapy - Group of 4 - 7 | |
| | e. Occupational Therapy - Consultation Rate | |
| (9) | Physical Therapy | |
| (10) | a. Behavior Intervention – BII | |
| | b. Behavior Intervention - BID | |
| | Provided by: | |
| (11) | Nursing Services | |
| (12) | Other: Psychological Services other than Assessment and IEP | |
| (13) | Home or Hospital Instruction | |
| (14) | Other | |

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the <u>1st</u> day of July 2010, and terminates at 5:00 P.M. on <u>June 30, 2011</u>, unless sooner terminated as provided herein.

| CONTRACTOR, | | SCHOOL DISTRICT | | | |
|--|--|--|--|--|--|
| Nonpubli | c School/Agency | | | | |
| | Signature Date | Signature Date | | | |
| | Name and Title of Authorized Representative Glenn McFarlane Chief Executive Officer | Name and Title of Authorized Representative MILDRED D. BROWNE, ED. D. ASSISTANT SUPERINTENDENT, PUPIL SERVICES/SPECIAL EDUCATION | | | |
| Notices to CONTRACTOR shall be addressed to: Name Glenn McFarlane, CEO | | Notices to LEA shall be addressed to: Name MILDRED D. BROWNE, ED. D. | | | |
| Nonpublic | School/Agency Service Provider | Local Educational Agency | | | |
| Address 1732 S. 72r | nd Street West | Address 1936 CARLOTTA DRIVE | | | |
| City Billings Phone Fax Email glen | State Zip MT 59106 (406) 655-2100 (406) 651-2781 | City State Zip CONCORD CA 94519 Phone (925) 682-8000 Fax (925) 687-3139 Email | | | |
| Email glennmc@ybgr.org Website | | Website | | | |

| PRODUCER BRYAN BAILEY CBI INSURANCE AGENCY, INC. PO BOX 1120 EDEN UT 84310 Agency Lic#: 102586 INSURED | | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | | | | | |
|---|----------------------------|---|---|--|--------|------------|--|
| | | | COMPANIES AFFORDING COVERAGE | | | | |
| | | COMPANY A: M | | | | | |
| YELLOWSTONE BOYS AND GIRLS RA 1732 S 72ND ST. WEST | INCH | COMPANY B: | Delice and the will | | | | |
| BILLINGS MT 59106-3599 | | COMPANY C: | | | | | |
| | | COMPANY D: | | | | | |
| | | COMPANY E: | | | | | |
| COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INOTIMITISTANDING ANY REQUIREMENT, TERM IN MAY PERTAIN, THE INSURANCE AFFORDED BY LIMITS SHOWN MAY HAVE BEEN REDUCED BY | THE POLICIES DESCRIBED HE | ACT OR OTHER DOCUME | ALL WITH RESPECT | TO WHICH THIS CERTIFICATE I | MAY BE | ISSUED DR | |
| NOR TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE | POLICY EXPIRATION | LIMITS | | | |
| GENERAL LIABILITY | 850298315179-1 | JUL 1 09 | JUL 1 10 | SACH OCCURRENCE | 8 | 1,000,000 | |
| X COMMERCIAL GENERAL LIABILITY | | | V-110-1-1-1 | FIRE DAMASE (Any One Fire) | 5 | 50,00 | |
| CLAIMS MADE X OCCUR | | | | MED. EXP (Any One Person) | 5 | 10,000 | |
| A X SEX ABUSE AND MOLEST 1M/2M | | | | PERSONAL & ADV INJURY | 5 | 1.000,000 | |
| X PROFESSIONAL INVSM | | | | GENERAL AGGREGATE | 8 | 3,000,000 | |
| GENT, AGGREGATE LIMIT APPLIES PER: | | | | PRODUCTS-COMP/OP AGG. | 1 | 1,000,000 | |
| AUTOMOBILE LIABILITY | | | - | | _ | | |
| ANY ALFO | | | | COMBINED SINGLE LIMIT (Es socidant) | 8 | | |
| ALL OWNED AUTOS | | | | BODILY INJURY | - | | |
| SCHEDULED AUTOS | | | | (Per person) | \$ | | |
| HIRED AUTOS | | | | DOOR VIII. 4 OV | | | |
| NON-OWNED AUTOS | | | | (Per accident) | £ | | |
| | | | | | | | |
| | | | | PROPERTY DAMAGE | 6 | | |
| GARAGE LIABILIYY | | | | AUTO ONLY - EA ACCIDENT | 1 | | |
| ANY AUTO | | | | OTHER THAN EA ACC | \$ | | |
| EXCESS LIABILITY | | | | AUTO ONLY: AGG | - | | |
| OCCUR CLAIMS WADE | | | | EACH OCCURRENCE AGGREGATE | IS . | | |
| | | | | ACOREGATE | \$ | | |
| DEOUCTION | | | | | 5 | | |
| RETENTION \$ | | | | | 4 | | |
| WORKERS COMPENSATION AND | | | | WC STATU- OTHER | | | |
| GMPLOYERS' LIABILITY | | | | E.L. EACH ACCIDENT | 5 | | |
| | | | | É.L. DISEASE-LA EMPLOYEE | | | |
| | | | | E.L. DISEASE-POLICY LIMIT | 5 | | |
| OTHER: | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| DESCRIPTION OF OPERATIONS/LOCA | TIONS/VEHICLES/SPECI | ALITEMS (| ERTIFICATE HO | LDER LISTED AS ADDIT | IONAL | INSURED IF | |
| REQUIRED BY WRITTEN CONTRACT | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| CERTIFICATE HOLDER ADDITION | ONAL INSUREO; INSURER LETY | er: CANCELL | ATION | | | | |
| MT DIABLO UNIFIED 9CHOOL DISTRICT ATTN: MARIA FABIE 1936 CARLOTTA DRIVE | | SHOULD AN EXPIRATION DAYS WRITE FAILURE TO | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF. THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DE SO SHALL IMPOSE NO DELIBEATION OR LIABILITY OF ANY KIND LIPON THE INSURER. IT, S AGENTS OR REPRESENTATIVES. | | | | |
| CONCORD CALIFORNIA 94519 Attention: MARIA FABIE | | AUTHORIZED (801)745-0660 | AUTHORIZED REPRESENTATIVE (801)745-1960 Ph. (601)745-1221 Fox | | | | |

ACORD 25-8 (7/97)

Certificate # 4238