

2010-2011

CONTRACT NUMBER:

PR#: R _____ /PO#: _____

LEA: Mt. Diablo Unified School District

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.

NPA/Ss that are not geographically located in a participating SELPA should negotiate rates with their geographically corresponding SELPA(s). The LEA will contact the corresponding

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.

B. Related Services

(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)	a. 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 1st day of July 2010, and terminates at 5:00 P.M. on June 30, 2011, 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

2010-2011

CONTRACT NUMBER:

PR#: R _____ /PO#: _____

LEA: Mt. Diablo Unified School District

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.

NPA/Ss that are not geographically located in a participating SELPA should negotiate rates with their geographically corresponding SELPA(s). The LEA will contact the corresponding

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.

B. Related Services

(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	\$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)	a. 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		

	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 Psychological/Education Evaluation	\$350.00		per evaluation

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2010, and terminates at 5:00 P.M. on June 30, 2011, 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 League City	State TX	Zip 77573	City CONCORD
Phone (281) 316-5433			State CA
Fax (281) 554-7447			Zip 94519
Email PMILNER@devereux.org			Phone (925) 682-8000
Website www.devereux.org			Fax (925) 687-3139
			Email
			Website

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/18/2010

PRODUCER (610)668-7100 FAX: (610)667-2208

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.

ECBM LP
300 Conshohocken State Rd
Suite 405
West Conshohocken PA 19428

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Homeland Insurance	34452
INSURER B: Zurich American Ins Co	16535
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Devereux Foundation
2012 Renaissance Boulevard
King of Prussia PA 19406

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	TBD	7/1/2010	7/1/2012	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 12,000,000 PRODUCTS - COMP/OP AGG \$ 12,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-SUBJECT <input checked="" type="checkbox"/> LOC				
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP02936363-10	7/1/2010	7/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC 2936362-10
A		OTHER Professional Liability	TBD	7/1/2010	7/1/2012	Each Claim \$4,000,000 Aggregate \$12,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The following Devereux locations are covered by the above policies: Florida Center, Texas Treatment Network - League City and CLEO Wallace.

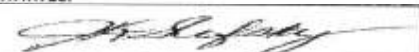
CERTIFICATE HOLDER

Mount Diablo Unified School District
Christine Wilburn, Admin. Asst.
1936 Carlotta Drive
Concord, CA 94519

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Joyce Shefsky/AZPJOH



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.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/24/2009

PRODUCER (610) 668-7100 FAX: (610) 667-2208
ECBM LP
300 Conshohocken State Rd
Suite 405
West Conshohocken PA 19428

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.

INSURED
Devereux Foundation
2012 Renaissance Boulevard
King of Prussia PA 19406

INSURERS AFFORDING COVERAGE
INSURER A: Homeland Insurance 34452
INSURER B: Zurich American Ins Co 16535
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	MPP-1772-08	7/1/2008	7/1/2010	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADY INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 12,000,000 PRODUCTS - COMPROP AGG \$ 12,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> RENTED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP02936363-09	7/1/2009	7/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROMSIONS below	WC 2936362-09	7/1/2009	7/1/2010	<input checked="" type="checkbox"/> WC STATE/TORRY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		OTHER Professional Liability	MPP-1772-08	7/1/2008	7/1/2010	Each Claim \$4,000,000 Aggregate \$12,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Joyce Shefky/SRABAR



2010-2011

CONTRACT NUMBER:

PR#: R _____ /PO#: _____

LEA: Mt. Diablo Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Seneca Center

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT**

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

I. 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.

NPA/Ss that are not geographically located in a participating SELPA should negotiate rates with their geographically corresponding SELPA(s). The LEA will contact the corresponding

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

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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. <u>Basic Education Program/Special Education Instruction</u>	\$159.00	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.

B. Related Services

(1)	a. Transportation – Round Trip	\$20.00	
	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	\$89.00	per hour
	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)	a. 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		

	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 1:1 partial day	\$25.00		per day

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2010, and terminates at 5:00 P.M. on June 30, 2011, 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 San Leandro	State CA	Zip 94578	
Phone (510) 317-1444 ext. 242			City CONCORD
Fax (510) 317-1443			State CA
Email mai_le@senecacenter.org			Zip 94519
Website			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
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

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID PC
SENEC-1

DATE (MM/DD/YYYY)
07/06/09

PRODUCER
Thapman
license #0522024
P. O. Box 5455
Pasadena CA 91117-0455
Phone: 626-405-8031 Fax: 626-405-0585

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.

INSURED

Seneca Center
2275 Arlington Drive
San Leandro CA 94578

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Home Assurance Co	
INSURER B: NIAC	
INSURER C: National Union Fire Insurance	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	200900557NPO 200900557NPO	07/01/09 07/01/09	07/01/10 07/01/10	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> comp \$500 <input checked="" type="checkbox"/> coll \$500	200900557NPO	07/01/09	07/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	200900557UMB	07/01/09	07/01/10	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC0834106	11/01/08	11/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
C		OTHER Crime/Employee Dis	012492621	09/17/08	09/17/09	Emp Disho 850000

RECEIVED
 JUL 08 2009
 FISCAL ANALYST
 PUPIL SERVICES/SPECIAL EDUCATION

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder is named additional insured with respect to the operations of the named insured. Workers Compensation coverage excluded, evidence only. 10 days notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

MTDIABL

Mt. Diablo Unified School District
 Attn: Janet Samimi
 1936 Carlotta Drive
 Concord, CA 94519

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Carth

2010-2011

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.

NPA/Ss that are not geographically located in a participating SELPA should negotiate rates with their geographically corresponding SELPA(s). The LEA will contact the corresponding

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. <u>Basic Education Program/Special Education Instruction</u>	\$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.

B. Related Services

(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)	a. 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 1st day of July 2010, and terminates at 5:00 P.M. on June 30, 2011, unless sooner terminated as provided herein.

CONTRACTOR,		SCHOOL DISTRICT	
Nonpublic 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. 72nd Street West		Address 1936 CARLOTTA DRIVE	
City Billings	State Zip MT 59106	City CONCORD	State Zip CA 94519
Phone	(406) 655-2100	Phone	(925) 682-8000
Fax	(406) 651-2781	Fax	(925) 687-3139
Email	glennmc@ybgr.org	Email	
Website		Website	

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
JUN 30 09

PRODUCER
BRYAN BAILEY
CBI INSURANCE AGENCY, INC.
PO BOX 1120
EDEN UT 84310

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

INSURED
YELLOWSTONE BOYS AND GIRLS RANCH
1732 S 72ND ST. WEST
BILLINGS MT 59106-3599

Agency Lic#: 102586

COMPANY A: MARKEL INSURANCE COMPANY
COMPANY B:
COMPANY C:
COMPANY D:
COMPANY E:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	85029S315179-1	JUL 1 09	JUL 1 10	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> SEX ABUSE AND MOLEST INV/M				FIRE DAMAGE (Any One Fire) \$ 50,000
	<input checked="" type="checkbox"/> PROFESSIONAL INV/M				MED. EXP (Any One Person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 3,000,000
					PRODUCTS-COMP/OP AGG. \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ex accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY-LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
	OTHER:				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER LISTED AS ADDITIONAL INSURED IF

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
MT DIABLO UNIFIED SCHOOL DISTRICT ATTN: MARIA FABIE 1936 CARLOTTA DRIVE CONCORD CALIFORNIA 94519		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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
Attention: MARIA FABIE		AUTHORIZED REPRESENTATIVE (801)745-0950 Ph. (801)745-1221 Fax 