

Contract Year 2012-13

Contract Number:

LEA: Mount Diablo Unified School District

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

**Psychology Learning and You (P.L.A.Y.)**

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

***AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS***

**1. MASTER CONTRACT**

This Master Contract is entered into this 1st day of July, 2012, between the Mount Diablo Unified School District (MDUSD) District (hereinafter referred to as "LEA") and Psychology Learning and You (PLAY) (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 SELPA to verify established rates. Increases in rates will be considered on an annual basis and remain unchanged for the following year from July 1 through June 30, with no changes provided without written approval by both parties.

Any CONTRACTOR not participating as a member of the Bay Area SELPA Collaborative shall individually negotiate rates following local SELPA and/or LEA procedures. Those CONTRACTORs shall notify the SELPA with whom they contract of any proposed rate changes effective July 1 by May 1 of the preceding year.

The Bay Area SELPA Collaborative Chair shall maintain, annually update and disseminate to all LEAs, NPS/As who are members of the Collaborative, a master rate schedule reflecting such NPS/A rates.

Upon CONTRACTOR's acceptance of a pupil referred by the LEA, the LEA shall complete an Individual Services Agreement (hereinafter referred to as "ISA") as specified in the LEA Procedures which shall identify the provider of each service required by the pupil's IEP/IFSP). For purposes of enrollment, the LEA must provide approval before any authorization for payment can be made. Such authorization may be provided electronically, by

**RATE SCHEDULE**

**62. CONTRACTOR**

Per CDE Certification, total enrollment may not exceed: 75

*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:*

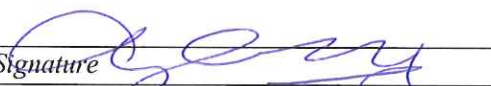
	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>		
Basic Education Program/Dual Enrollment*		

\*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. 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		
(8)	Physical Therapy		
(9)	a. Behavior Intervention – BII	89.00	
	b. Behavior Intervention – BID	89.00	
	Provided by: <u>Psychology Learning and You (PLAY)</u>		
(10)	Nursing Services		
(11)	Other: Psychological Services other than Assessment and IEP		
(12)	Home or Hospital Instruction		
(13)	Residential Placement Services:		
	a. Educationally Related Mental Health		
	b. Board and Care		
(14)	Other		

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July 2012, and terminates at 5:00 p.m. on June 30, 2013, unless sooner terminated as provided herein.

CONTRACTOR	SCHOOL DISTRICT/SELPA
<i>Signature</i> 	<i>Signature</i>
<i>Date</i> 5.18.12	<i>Date</i>
Name and Title of Authorized Representative <b>Cheryl Markowitz, Executive Director</b>	Name and Title of Authorized Representative Mildred Browne, Ed.D., Assistant Superintendent Special Education and Pupil Services
Notices to CONTRACTOR shall be addressed to: Name <b>Cheryl Markowitz, M.A.</b>	Notices to LEA shall be addressed to: Name <b>Mildred Browne</b>
Address <b>1030 Trillium Lane</b>	Address <b>1936 Carlotta Dr.</b>
City State Zip <b>Mill Valley, CA 94941</b> <del>415-902-3424 (cell)</del>	City State Zip <b>Concord CA 94519</b>
Phone: <b>415-888-2043 (o)</b> Fax: <b>415-634-3264</b> E-mail: <b>mckowitz@msn.com</b> Website: <b>www.playbc.biz</b>	Phone: (925)682-8000 ext. 4048 Fax: (925) 687-3139 E-mail: <b>brownem@mdusd.org</b> Website: <b>www.mdusd.org</b>

**CERTIFICATE OF INSURANCE**

This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Name of policyholder MARKOWITZ, CHERYL & GJESTON, ANN MARIE DBA PSYCHOLOGY LEARNING & YOU  
 Address of policyholder 1030 TRILLIUM LANE MILL VALLEY CA 94941  
 Location of operations MULTIPLE LOCATIONS  
 Description of operations BUSINESS-OFFICE

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
97-Q5-7437-2 G	Comprehensive Business Liability	02/14/12	02/14/13	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:		<input type="checkbox"/> Products - Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Underground Hazard Coverage <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage <input type="checkbox"/> <input type="checkbox"/>		Each Occurrence \$ 1,000,000  General Aggregate \$ 2,000,000  Products - Completed Operations Aggregate \$ 2,000,000
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	(Combined Single Limit)
	Workers' Compensation and Employers Liability			Each Occurrence \$ Aggregate \$  Part 1 STATUTORY Part 2 BODILY INJURY  Each Accident \$ Disease Each Employee \$ Disease - Policy Limit \$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
97-Q5-7437-2G	BUSINESS OFFICE	02/14/12	02/14/13	BUSINESS PROPERTY: 10,900
				DEDUCTIBLE: \$500

**THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.**

Name and Address of Certificate Holder

Additional Insured:  
 MT. DIABLO UNIFIED SCHOOL DISTRICT  
 1936 CARLOTTA DRIVE  
 CONCORD CA 94519-1397

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative  
 AGENT \_\_\_\_\_ 05/16/2012  
 Title \_\_\_\_\_ Date \_\_\_\_\_

Agent's Code Stamp

AFO Code 147