

2010-2011

CONTRACT NUMBER:

PR#: R 60774 /PO#: 76809

LEA: Mt. Diablo Unified School District

RECEIVED

JUL 13 2010

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

FISCAL ANALYST
PUPIL SERVICES/SPECIAL EDUCATION

Bayhill High School

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 Bayhill High School (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
Bayhill High School		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>	\$135.28	per day
Basic Education Program/Dual Enrollment*		

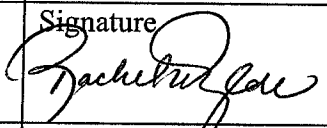
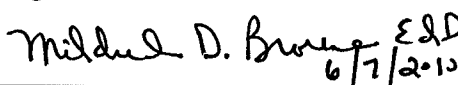
*Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

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	\$120.00		per hour
	b. Educational Counseling – Group of	\$50.00		per 45 min
	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	\$110.00		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	\$110.00		per hour
(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 7/6/10	Signature 	Date 6/7/2010
Name and Title of Authorized Representative Rachel Wyld 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 Rachel Wyld, Executive Director		Notices to LEA shall be addressed to: Name MILDRED D. BROWNE, ED. D.	
Nonpublic School/Agency Service Provider		Local Educational Agency	
Address 521 Boden Way		Address 1936 CARLOTTA DRIVE	
City Oakland	State Zip CA 94610	City CONCORD	State Zip CA 94519
Phone (510) 268-1500		Phone (925) 682-8000	
Fax (510) 268-1503		Fax (925) 687-3139	
Email wylde@bayhillhs.org		Email	
Website		Website	

2010-2011**CONTRACT NUMBER:**
_____**LEA:** Mt. Diablo Unified School District

RECEIVED

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

JUN 24 2010

CHILDREN'S LEARNING CENTER FISCAL ANALYST
PUPIL SERVICES/SPECIAL EDUCATION**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, 2010, between the Mt. Diablo Unified School District (hereinafter referred to as "LEA") and Children's Learning 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 SELPA to verify established rates. Increases in rates will be considered on an annual basis and

62. CONTRACTOR	CONTRACTOR NUMBER	2010-2011
CHILDREN'S LEARNING CENTER		(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 65 at Middle/High; 30 at Elementary School
95 total

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>	165.00	Per day
Basic Education Program/Dual Enrollment*	Prorated based	On 240-minute day

*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	n/a	
	b. Transportation – One Way	n/a	
	c. Transportation-Dual Enrollment	n/a	
	d. MTA	n/a	
	e. Parent*	n/a	
(2)	a. Educational Counseling – Individual	100.00	Per hour
	b. Educational Counseling – Group of	100.00	Per hour
	c. Counseling – Parent	100.00	Per hour
(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	93.00	Per hour
	b. Language and Speech Therapy – Group of 2	93.00	Per hour
	c. Language and Speech Therapy – Group of 3	93.00	Per hour
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech - Consultation Rate	93.00	Per hour
(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	93.00	Per hour

	b. Occupational Therapy – Group of 2	93.00	Per hour
	c. Occupational Therapy – Group of 3	93.00	Per hour
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy - Consultation Rate	93.00	Per hour
(9)	Physical Therapy		
(10)	a. Behavior Intervention – BII	Included	
	b. Behavior Intervention – BID	Included	
	Provided by: CLC staff per CDE & EdCode guidelines		
(11)	Nursing Services		
(12)	Other: Psychological Services other than Assessment and IEP	100.00	Per hour
(13)	Home or Hospital Instruction	165.00	Per Day
(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, CHILDREN'S LEARNING CENTER Nonpublic School/Agency		MT. DIABLO UNIFIED SCHOOL DISTRICT	
By: <i>Patricia Dilks</i>	<i>6-1-10</i>	By: <i>Mildred D Browne Ed.D.</i>	<i>6/25/10</i>
Signature	Date	Dr. Mildred Browne	Date
Patricia Dilks, Business Manager			Date
Notices to CONTRACTOR shall be addressed to: Name Children's Learning Center Nonpublic School/Agency Service Provider 1910 Central Avenue Address Alameda CA 94501 City State Zip Phone: 510-769-7100 Fax: 510-769-1824 Email: pdilks@clcalameda.com Website: www.clcalameda.com		Notices to LEA shall be addressed to: Name Mt. Diablo Unified School District Local Educational Agency 1936 Carlotta Drive Address Concord, CA 94519 City State Zip Phone 925-682-8000 Fax Email Website	



Devereux

Texas Treatment Network

Arizona
California
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Illinois
Maryland
Massachusetts
New Jersey
New York
Pennsylvania
Texas

June 24, 2010

Marie Fabie, Fiscal Analyst
Mt. Diablo USD
Special Education Department
1936 Carlotta Drive
Concord, CA 94519

RECEIVED
JUN 28 2010
FISCAL ANALYST
PUPIL SERVICES/SPECIAL EDUCATION

SUBMITTED TO FISCAL SERVICES
AUG 24 2010

Re: 2010-11 Master Contract

Dear Ms. Fabie:

Please find enclosed the executed Master Contract for educational services to be provided in the 2010-11 school year. Please note, we will need a Master and Individual Contract for the 2009-10 school year as the client was admitted on 6/2/10.

The following Addendums were added to the Master Contract:

- Section 17 – Indemnification. Added “see attached Addendum D.” Mutual indemnification is required in the agreement.
- Section 26 – Calendars. Added “see attached Addendum E - NPS calendar.” Devereux school operates year round and is currently on a 250 day calendar.
- Section 37 – Progress Reports. Added “see attached Addendum C.” Psychological evaluations are not performed by Devereux staff and reimbursement of this assessment is required.
- Section 46 – Personnel, Clearance Requirements. Added “see attached Addendum A.” Our criminal clearances are obtained through Texas Department of Justice (TDOJ). A Criminal History Clearance Report is submitted to the California Department of Education on a monthly basis.
- Section 62 – Rate Schedule. Added “see attached Addendum B” to include all rates and programs.

The Certificate of Liability Insurance will be forwarded upon receipt from our insurers. Our Corporate Office has requested that we disclose the following information regarding the insurance in Section 16:

- Section D.2. Devereux will be primary, but only with respect to our negligent acts or omissions in the performance of the agreement.
- Section D.3. Our insurers will not endorse the policy to include a thirty (30) day notice as requested. The best we can do is to endeavor to mail 30 days written notice to the certificate holder.

Per the contract, I have also enclosed the following items: CDE NPS certification, insurance certificate evidence of coverage, Devereux’s bylaws, a current list of Devereux’s Board of Directors, W-9, and teacher credentials.

Should you have any questions or concerns, please call me at 281-316-5433. We at Devereux appreciate the opportunity to continue to serve you and the students you represent.

Sincerely,

Penny Milner
Contracts

ORIGINAL

2010-2011

CONTRACT NUMBER:

PR#: R 60819 /PO#: 76850

LEA: Mt. Diablo Unified School District

RECEIVED

JUN 28 2010

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

FISCAL ANALYST
PUPIL SERVICES/SPECIAL EDUCATION

Devereux 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 Devereux Foundation DBA Devereux 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.

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

Per CDE Certification, total enrollment may not exceed _____

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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:

See attached Addendum B

am

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


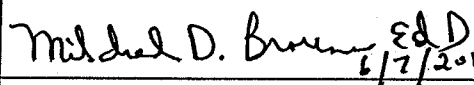
*Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

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	
Devereux Texas Treatment Network			
Nonpublic School/Agency			
Signature	Date	Signature	Date
	6-22-10		6/7/2010
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 Devereux Texas Treatment Network		Local Educational Agency Mt. Diablo USD	
Address 1150 Devereux Drive		Address 1936 CARLOTTA DRIVE	
City State Zip League City TX 77573		City State Zip CONCORD CA 94519	
Phone (281) 316-5433		Phone (925) 682-8000	
Fax (281) 554-7447		Fax (925) 687-3139	
Email PMILNER@devereux.org		Email	
Website www.devereux.org		Website	

CONTRACT YEAR _____

CONTRACT NUMBER _____

ADDENDUM A
To the
NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
MASTER CONTRACT

EMPLOYEE CLEARANCE

The Devereux Texas Treatment Network complies with the California Board of Education requirements regarding procedures on Fingerprint Clearances. The California Department of Education requires out-of-state facilities to meet the statute or regulation within their respective state. Therefore, we complete Criminal History Clearances through Texas Department of Justice (TDOJ) on all staff employed at the Devereux Texas Treatment Network. Attached is the State statute to which we adhere.

Our Human Resources Department completes the following pre-employment background checks:

Criminal History Check/all (secure.txdps.state.tx.us)

Criminal History Check/if out of state in last 2 years (www.backgroundsonline.com)

Sex Offender Registry Check (www.sexoffender.com)

FACIS (Fraud and Abuse Control Information System)


CANRIS (Child Abuse and Neglect Registry Information System)

Misconduct Registry Check (800-452-3934)

Driver's License Check (through ADR Program)

Professional Licensure Check (if applicable)

M.B.



2000 PERSONNEL

2100 Personnel Policies and Practices

DFPS Rules, 40 TAC §720.408, effective 5/1/2000

[See RCCL 89-10, RCCL 89-29, RCCL 89-35.]

1. The facility must have current written job descriptions that specify the staff members' duties. A copy of the job descriptions must be available to staff and to licensing.
2. Staff must be informed in writing of their responsibility to report immediately any suspected incident of abuse or neglect of a child in care to the facility's administrator or a person the administrator designates.
3. If children are allowed overnight visits with staff, the children must be properly fed, lodged, and supervised, and their health, safety, and well-being protected. The person(s) responsible for the child must be given information about obtaining emergency medical care. *[See Glossary, Supervise (Children).]*
4. People whose behavior or health endangers the children must not be allowed to remain at the facility.
5. Staff caring for children must not be assigned tasks that conflict or interfere with child-care responsibilities.
6. All personnel must meet the requirements in [Appendix IV,] Criminal History and Central Registry Background Checks. [The rules in Appendix IV supersede what were previously Standards 2100.7 and .8.]
9. Staff who have contact with children in care must be tested for tuberculosis. *[See RCCL 90-1.]*
 - a. A report, including results, of tuberculosis testing must be obtained within 12 months before staff is assigned responsibility for the care of children.
 - b. Re-examination reports must be obtained according to recommendations of local public health authorities or the regional office of the Texas Department of [State] Health [Services].
 - c. If children of staff live at the facility, the tuberculosis test requirements for children in care must be met.

§748.505. What minimum qualifications must all employees meet?*DFPS Rules, 40 TAC, effective January 1, 2007*

- Medium (a) An employee's behavior or health status must not present a danger to children in care.
- (b) Each employee who is regularly or frequently present while children are in care must:
- Medium (1) Meet the requirements in Subchapter F of Chapter 745 of this title (relating to Background Checks);
- Medium (2) Have a record of a tuberculosis screening showing the employee is free of contagious TB as provided in §748.1583 of this title (relating to Who must have a tuberculosis (TB) examination);
- Medium (3) Be physically, mentally, and emotionally capable of performing assigned tasks and have the skills necessary to perform assigned tasks; and
- Medium-Low (4) Complete a notarized Licensing *Affidavit for Applicants for Employment* form, as specified in Human Resources Code, §42.059.

§748.507. What general responsibilities do all employees have?*DFPS Rules, 40 TAC, effective January 1, 2007*

Regardless of whether the employee is counted in the child/caregiver ratio, each employee must:

- Medium-High (1) Demonstrate competency, prudent judgment, and self-control in the presence of children and when performing assigned responsibilities;
- Medium-High (2) Report suspected abuse, neglect, and exploitation to the Child Abuse Hotline and to the designated employee or administrator; and
- Medium-High (3) Know and comply with applicable rules of this chapter, Chapter 42 of the Human Resources Code, Chapter 745 of this title (relating to Licensing), and any other applicable laws.

§748.509. What are the requirements for tuberculosis screening?*DFPS Rules, 40 TAC, effective January 1, 2007*

- Medium Before having contact with children in care, all caregivers, employees, volunteers, and contract service providers must be screened for tuberculosis as provided in §748.1583 of this title (relating to Who must have a tuberculosis (TB) examination?).

APPENDIX IV: CRIMINAL HISTORY AND CENTRAL REGISTRY BACKGROUND CHECKS

§745.11. What words must I know to understand [Chapter 745, Licensing]?

DFPS Rules, 40 TAC, effective 3/1/2002

The following words have the following meanings when used in this chapter:

- (1) I, my, you, and your - An applicant or permit holder, unless otherwise stated.
- (2) We, us, our, and Licensing - The Licensing Division of the Texas Department of [Family and Protective Services (DFPS)].

Subchapter F, Background Checks

Division 1, Definitions

§745.601. What words must I know to understand [Subchapter F, Background Checks]?

DFPS Rules, 40 TAC, effective 3/1/2002

These words have the following meanings:

- (1) Frequently — More than two times in a 30-day period.
- (2) Regularly — On a scheduled basis.

Division 2, Requesting Background Checks

§745.611. What are background checks?

DFPS Rules, 40 TAC, effective 3/1/2002.

Background checks are searches of different databases. There are three types of background checks:

- (1) Criminal history checks conducted by the Department of Public Safety for crimes committed in the state of Texas;
- (2) Criminal history checks conducted by the Federal Bureau of Investigation for crimes committed anywhere in the United States; and
- (3) Central registry checks conducted by [DFPS]. The Central Registry is a database of people who have been found by Child Protective Services, Adult Protective Services, or Licensing to have abused or neglected a child.

§745.613. What is the purpose of background checks?

DFPS Rules, 40 TAC, effective 3/1/2002

These checks are completed to determine whether:

- (1) A person has any criminal or abuse and neglect history; and
- (2) His presence is a risk to the health or safety of children in care.

§745.615. On whom must I request background checks?

DFPS Rules, 40 TAC, effective 3/1/2002

(a) You must request background checks for each person 14 years or older, other than clients of the operation, who will regularly or frequently be present at your operation while children are in care, including:

- (1) Employees, including those you intend to hire;
- (2) Any person(s), including volunteers, who are counted in the child/caregiver ratio;
- (3) Person(s) applying to adopt or foster children through any licensed child-placing agency; and
- (4) Any person under contract with your operation who has unsupervised contact with children in care on a regular or frequent basis.

(b) You must also request background checks for the following:

- (1) The directors, owners, operators, or administrators of the operation;
- (2) Non-client residents of the operation that are 14 years or older; and
- (3) Applicants for a child-care administrator's license.

(c) You do not have to request a background check on professionals who have cleared a background check through another governmental regulatory entity, and you do not employ or contract with the professional.

§745.617. If my operation is located in a large building that includes other businesses or services, must I request a background check on people working in the building who are not involved in my operation?

DFPS Rules, 40 TAC, effective 3/1/2002

You do not have to request a background check unless the individual is regularly or frequently present in the area of the building where the operation is located.

§745.619. For a registered family home that is also a foster home, must I request background checks on foster children who are over 14 years old?

DFPS Rules, 40 TAC, effective 9/16/2003

No. Foster children are considered clients.

§745.621. Must I request background checks on board members of corporations or associations who own or govern the operation?

DFPS Rules, 40 TAC, effective 3/1/2002

No, we do not require a background check unless the individual board member is also an employee or a volunteer who is counted in the child/caregiver ratio and will regularly or frequently be present at your operation while children are in care.

§745.623. How do I request a background check?

DFPS Rules, 40 TAC, effective 3/1/2002

You must verify and send us the following identifying information for every person required to be checked in §745.615 of this title (relating to On whom must I request background checks?), on a signed Licensing form provided by your local Licensing staff:

- (1) Name (last, first, middle), including any maiden or married names or alias;
- (2) Date of birth;
- (3) Sex;
- (4) Social security number;
- (5) Current and previous address; and
- (6) Race (this information does not have to be verified).

§745.625. When do I submit a request for a background check?

DFPS Rules, 40 TAC, effective 3/1/2002

You must submit a request for a background check:

- (1) When you submit your application for a permit to us;
- (2) When you hire a new person, but no later than two business days after the new person is hired or is present in your operation;
- (3) When a non-client resident 14 years old or older lives or moves into your home or operation, or a non-client resident becomes 14 years old;
- (4) When you apply to be a foster or adoptive parent; and
- (5) Every 24 months after each person's name was first submitted.

§745.627. When should I request an FBI criminal history check?

DFPS Rules, 40 TAC, effective 3/1/2002

You should request FBI criminal history checks on persons who live outside of Texas or about whom there is reason to believe other criminal history exists. In these situations you must submit FBI fingerprints cards.

Addendum B

Devereux Texas Treatment Network

EDUCATIONAL SERVICE FEE DESCRIPTION
FISCAL YEAR 2010/11: JULY 1, 2010 - JUNE 30, 2011

League City

Long Term Adolescent (Units 4 & 5)	Per Diem	Days	Annual Cost
Special Education - Tuition	\$120.38	250	\$30,095.00

Young Adult Program (Unit 1)	Per Diem	Days	Annual Cost
Special Education - Tuition	\$108.17	250	\$27,042.50

Evaluation & Stabilization Program (Units 3 & 6)	Per Diem	Days	Annual Cost
Special Education - Tuition	\$125.94	250	\$31,485.00

Related Services Applicable to all League City Programs	Rate	Frequency	
One-to-One Supervision	\$20.00	Per Hour	
Speech & Language Services	\$65.00	Per Session	
Psychological / Education Evaluation	\$460.00	Per Evaluation	* Fee varies

Victoria

Children's Treatment Program	Per Diem	Days	Annual Cost
Special Education - Tuition	\$135.96	250	\$33,990.00

Adult-Intensive Residential	Per Diem	Days	Annual Cost
Special Education - Tuition	\$98.85	250	\$24,712.50

Related Services Applicable to all Victoria Programs	Rate	Frequency	
One-to-One Supervision	\$20.00	Per Hour	
Speech & Language Services	\$135.00	Per Hour	
Speech & Language Evaluation	\$260.00	Per Evaluation	
Occupational Therapy	\$270.00	Per hour	
Occupational Therapy Evaluation	\$300.00	Per Evaluation	
Psychological / Education Evaluation	\$400.00	Per Evaluation	* Fee varies

m.B.

CONTRACT YEAR _____

CONTRACT NUMBER _____

ADDENDUM C
To the
NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
MASTER CONTRACT

PROGRESS REPORTS

Progress reports relating to goals and objectives in a pupil's IEP and other data required for review shall be sent by CONTRACTOR to DISTRICT / LEA and parents every ninety (90) days from student's date of admission. Upon request, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review by DISTRICT's IEP team or when a pupil's enrollment is terminated.

CONTRACTOR will not charge the DISTRICT / LEA or student's parent(s) for the provision of progress reports, report cards, and/or any interviews or meetings, however, Psychological and Educational Evaluations are not performed by Devereux staff and reimbursement for this assessment is required. Please refer to the Service Fee Description. Psychological and Educational Evaluations are scheduled at the request of the DISTRICT / LEA and as required for the triennial IEP.

m.B.

CONTRACT YEAR _____

CONTRACT NUMBER _____

ADDENDUM D
To the
NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
MASTER CONTRACT

INDEMNIFICATION

LEA agrees to indemnify, defend and hold harmless the CONTRACTOR, and their respective directors, officers, employees, and agents from and against any claims, damages, judgements, penalties, and/or attorneys' fees for bodily injury, property damage or death arising out of or connected with any act, alleged act, omission or neglect of LEA, its agents or employees in the performance of services or duties under this agreement.

CONTRACTOR agrees to indemnify, defend and hold harmless the LEA, and their respective directors, officers, employees, and agents from and against any claims, damages, judgements, penalties, and/or attorneys' fees for bodily injury, property damage or death arising out of or connected with any act, alleged act, omission or neglect of the CONTRACTOR, its agents or employees in the performance of their services or duties under this Agreement, to the extent that the claimant alleges the CONTRACTOR'S acts or omissions were the cause of claimant's injuries or damages.

M.B.

A handwritten signature in black ink, appearing to be the initials 'MB' or similar, located in the lower right quadrant of the page.

Addendum E - NPS Calendar

M.B.

CENTER/PROGRAM: **DEVEREUX FOUNDATION**
 Texas - League City Education
 FISCAL YEAR 2010/2011

Last Revised: January 19, 2010

Year 2010

Month	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	School Days	Teacher Vacation Holiday Days	Week ends	Total Days							
JULY					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	0	8	30	
AUG					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	0	1	10	32
SEPT					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	0	1	8	30
OCT					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	0	0	9	30
NOV					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	0	0	9	30
DEC					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	0	3	9	31
					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	0	2	8	31

Year 2011

Month	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	School Days	Teacher Vacation Holiday Days	Week ends	Total Days							
JAN					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	0	1	10	31
FEB					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	0	0	8	28
MAR					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	0	1	8	31
APR					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	0	1	8	29
MAY					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	0	1	10	32
JUNE					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	0	0	8	30

TOTAL July 2010 - June 2011

250 11 104 365

S = Regular School Day
 H = Holiday
 V = Vacation
 T = Teacher
 E = Extended School Day
 W = School Closed due to Emergency (Weather, etc.)

ORACLE CENTER 460 11-2151
CMHC ID NO. 2151 - 460CAL1
STATE TX

ORIGINAL

2010-2011

SUBMITTED TO FISCAL SERVICES
SEP 13 2010

CONTRACT NUMBER:
PR#: R60776 /PO#: 76812

LEA: Mt. Diablo Unified School District

RECEIVED

JUL 12 2010

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: FISCAL ANALYST
PUPIL SERVICES/SPECIAL EDUCATION

Excelsior Youth Centers, Inc.

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 Excelsior Youth Centers, Inc. (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
Excelsior Youth Centers, Inc.		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>	\$75.75	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	
<i>Excelsior Youth Centers, Inc.</i>			
Nonpublic School/Agency			
	<i>Joan Gabrielson</i>		
	<i>6/25/10</i>		
	Signature		Date
	Name and Title of Authorized Representative Joan Gabrielson 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 Jamila Loftis		Notices to LEA shall be addressed to: Name MILDRED D. BROWNE, ED. D.	
Nonpublic School/Agency Service Provider		Local Educational Agency	
Address 15001 E. Oxford Avenue		Address 1936 CARLOTTA DRIVE	
City Aurora	State Zip CO 80014	City CONCORD	State Zip CA 94519
Phone (303) 693-1550 (ext. 321)		Phone (925) 682-8000	
Fax (303) 693-8309		Fax (925) 687-3139	
Email		Email	
Website		Website	

ORIGINAL

2010-2011

SUBMITTED TO FISCAL SERVICES
AUG 24 2010

CONTRACT NUMBER:
PR#: R 60812 /PO#: 76841

LEA: Mt. Diablo Unified School District

RECEIVED

JUL 20 2010

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Families First - Davis

FISCAL ANALYST
PUPIL SERVICES/SPECIAL EDUCATION

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 Families First - Davis (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
Families First - Davis		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	\$153.22 \$145.50	per day
Basic Education Program/Dual Enrollment*		

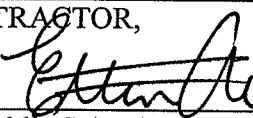
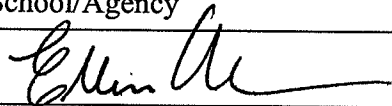
*Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

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	\$97.00 \$87.30	per hour	JMD
	b. Language and Speech Therapy – Group of 2	\$97.00 \$87.30	per hour	
	c. Language and Speech Therapy – Group of 3	\$97.00 \$87.30	per hour	
	d. Language and Speech Therapy – Per diem			
	e. Language and Speech - Consultation Rate	\$97.00 \$87.30	per hour	
(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	\$85.00 \$76.50	per hour	JMD

	b. Occupational Therapy – Group of 2	\$85.00 \$110.50	per hour
	c. Occupational Therapy – Group of 3	\$85.00 \$110.50	per hour
	d. Occupational Therapy – Group of 4 - 7	\$85.00 \$110.50	per hour
	e. Occupational Therapy - Consultation Rate	\$85.00 \$110.50	per hour
(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			
			9/12/10
	Signature Date		Signature Date
	CFO		Mildred D. Browne ED 6/7/2010
	Name and Title of Authorized Representative Ellen Ammerman CFO		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 Ruth Vang, Billing Specialist <i>Laura Baillie</i>		Notices to LEA shall be addressed to: Name MILDRED D. BROWNE, ED. D.	
Nonpublic School/Agency Service Provider		Local Educational Agency	
Address 2100 5th Street		Address 1936 CARLOTTA DRIVE	
City State Zip Davis CA 95618	City State Zip CONCORD CA 94519	Phone 530-747-3100 530-747-3438	Phone (925) 682-8000
Fax (530) 750-5463 530-753-0398	Fax (925) 687-3139	Email ellen@emqff.org lbaillie@emqff.org	Email
Website www.emqff.org	Website		

ORIGINAL

2010-2011

SUBMITTED TO FISCAL SERVICES
DEC 22 2010

CONTRACT NUMBER:

PR#: R _____ /PO#: _____

LEA: Mt. Diablo Unified School District

RECEIVED

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

DEC 03 2010

Family Life Center

FISCAL ANALYST
PUPIL SERVICES/SPECIAL EDUCATION

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 27th day of August, 2010, between the Mt. Diablo Unified School District (hereinafter referred to as "LEA") and Family Life 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
Family Life 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	\$182.26	per diem
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 <i>Susan Lemieux</i>	Date 12.2.10	Signature <i>Mildred D. Browne EdD</i>	Date 11-17-20P
Name and Title of Authorized Representative Susan Lemieux 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 Kathleen Parker, Asst. Business Manager		Notices to LEA shall be addressed to: Name MILDRED D. BROWNE, ED. D.	
Nonpublic School/Agency Service Provider		Local Educational Agency	
Address 365 Kuck Lane		Address 1936 CARLOTTA DRIVE	
City State Zip Petaluma CA 94952		City State Zip CONCORD CA 94519	
Phone (707) 795-6954		Phone (925) 682-8000	
Fax (707) 769-8469		Fax (925) 687-3139	
Email kathleenp@familylifectr.org		Email	
Website		Website	