

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS

3939 Thirteenth Street
 Riverside, CA 92501

**MASTER AGREEMENT FOR INTENSIVE BEHAVIOR INTERVENTION SERVICES
 SPECIAL EDUCATION PROGRAM**

This Master Agreement is entered into by and between the **Riverside County Superintendent of Schools**, hereinafter referred to as “SUPERINTENDENT”, and **Perris Union High School District**, hereinafter referred to as “DISTRICT”, each being a “Party” and collectively the “Parties”.

AGREEMENTS

1. **TERM:** The term of this master Agreement shall be from **July 1, 2020 to June 30, 2021**.
2. **SERVICES:**
 - A. SUPERINTENDENT shall provide **Intensive Behavior Intervention (IBI)** to DISTRICT students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.*, Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement does not commit DISTRICT or SUPERINTENDENT to provide such special education and/or related services, unless and until an authorized Memorandum of Understanding (MOU) approved the provision of behavioral interventions.
 - B. Upon acceptance of a DISTRICT student, SUPERINTENDENT shall submit to DISTRICT an MOU. The MOU shall be executed within fifteen (15) days of a DISTRICT student’s enrollment. DISTRICT and SUPERINTENDENT shall enter into a separate MOU for each DISTRICT student served by SUPERINTENDENT.
 - C. This Agreement may be modified or amended by a written agreement, which complies with legal mandates, executed by SUPERINTENDENT and DISTRICT. Changes in the educational services or placement provided under the Agreement may only be made on the basis of revisions to the student’s Individualized Education Program (“IEP”), mediated agreement, an order from California Special Education Hearing Office (“CSEHO”) and/or an order rendered by a court of competent jurisdiction. At any time during the term of the Agreement, the parent, SUPERINTENDENT or DISTRICT may request a review of the student’s IEP, subject to all procedural safeguards required by state and federal law. The SUPERINTENDENT agrees to apply the same rate for the entire fiscal year.

3. **PAYMENT:**

Rate Schedule:

Description of Service	Hourly Rate
Direct Behavior Supervision by IBI Manager/BCBA (In home/school/clinic) and related IBI Program Supervision/consultation services for individual interventions.	\$110.00
Assessment, Report, IEP and Progress Meetings, Educational, Behavioral and/or Occupational Therapy	\$110.00
Direct Behavior Supervision by IBI Specialist with Masters (In home/school/clinic) and related IBI Program Supervision/consultation services for individual interventions.	\$105.00
Assessment, Report, IEP and Progress Meetings, Educational, Behavioral and/or Occupational Therapy	\$105.00

Direct Behavior Supervision by IBI Teacher on Special Assignment with Teaching Credential	\$105.00
Direct Behavior Support/Intervention by Senior Behavior Support Assistant (BSA) or Registered Behavior Technician (RBT) with BA	\$ 60.00
Direct Behavior Support/Intervention by BSA	\$ 55.00
Direct Behavior Support/Intervention by Trained IA	\$ 50.00
Training (home/school/clinic program) for specific student by an IBI Manager/BCBA	\$110.00
Training (home/school/clinic program) for specific student by an IBI Specialist with masters	\$105.00
Training (home/school/clinic program) for specific student by an IBI Teacher on special assignment with teaching credential	\$105.00
Training- Workshop for group (parent and or staff)	\$110.00
Mileage from work base site to child’s home or-roundtrip	Current rate
Curriculum Materials for teaching aids including program setup and maintenance, i.e., program books, data and other forms (not to exceed per month)	\$ 80.00

Invoicing and Payment:

- A. **Payment Demand:** SUPERINTENDENT shall submit a quarterly invoice for payment. Upon approval of invoice, DISTRICT shall make payment in an amount equal to the number of creditable hours of attendance multiplied by the agreed upon unit amount. Payment shall be made within forty-five (45) days of receipt by DISTRICT of invoices properly submitted and approved by DISTRICT.
- B. **Right to Withhold Payment:**
 - 1. DISTRICT may withhold payment to SUPERINTENDENT when:
 - a. SUPERINTENDENT has failed to perform, in whole or in part, under the terms of this Agreement;
 - b. SUPERINTENDENT was overpaid by DISTRICT as determined by inspection, review, and/or audit of its program, work, and/or records;
 - c. SUPERINTENDENT has failed to provide supporting documentation with an invoice, as required by Section 3A;
 - d. Education and/or related services are provided to DISTRICT students by personnel who are not appropriately credentialed, licensed, or otherwise qualified;
 - e. DISTRICT has not received, prior to school closure or Agreement termination, all documents concerning one or more DISTRICT students enrolled in SUPERINTENDENT’S educational program;
 - f. SUPERINTENDENT fails to confirm a student’s change of residence to another district or confirms the change or residence to another district, but fails to notify DISTRICT within five (5) days of such confirmation; or
 - g. SUPERINTENDENT receives payment from Medi-Cal or from any other agency or funding source for a service provided to a DISTRICT student.
 - 2. The amount which may be withheld by DISTRICT with respect to each of the corresponding subsections of the preceding paragraphs are as follows:
 - a. The value of the services SUPERINTENDENT failed to perform;
 - b. The amount of overpayment;

- c. The entire amount of the invoice for which satisfactory documentation has not been provided by SUPERINTENDENT
 - d. The amount invoiced for services provided by an individual not appropriately credentialed, licensed, or otherwise qualified;
 - e. The proportionate amount of the invoice related to the applicable student for the time period from the date of the violation occurred and until the violation is cured;
 - f. The amount paid to SUPERINTENDENT by Medi-Cal or another agency or funding source for the service provided to the DISTRICT student.
3. If DISTRICT determines that cause exists to withhold payment to SUPERINTENDENT, DISTRICT shall provide to SUPERINTENDENT written notice that DISTRICT is withholding payment. Such notice shall specify the basis or bases for DISTRICT'S withholding payment and the amount to be withheld. Within ten (10) days from the date of receipt of such notice, SUPERINTENDENT shall take all necessary and appropriate action to correct the deficiencies that form the basis for DISTRICT'S withholding payment or submit a written request for an extension of time to correct the deficiencies. Upon receipt of SUPERINTENDENT'S written request showing good cause, DISTRICT shall extend SUPERINTENDENT'S time to correct deficiencies (usually an additional (10) days), otherwise, payment will be denied.
4. **WITHDRAWAL BY PARENT:** SUPERINTENDENT shall immediately (within 24 hours) report by telephone to DISTRICT if a student is removed from IBI by the parent. The SUPERINTENDENT shall confirm said telephone call in writing within three (3) calendar days.
5. **DISTRICT STUDENT CHANGE OF RESIDENCE:** Within three (3) school days after SUPERINTENDENT becomes aware of a DISTRICT student's change of residence, SUPERINTENDENT shall notify DISTRICT of the DISTRICT student's change of residence. Upon enrollment, The SUPERINTENDENT shall notify parents in writing of their obligation to notify SUPERINTENDENT of the DISTRICT student's change of residence. SUPERINTENDENT shall maintain, and provide upon request by DISTRICT, documentation of such notice to parents.

If the DISTRICT student's change of residence is to a residence outside of DISTRICT'S service boundaries and SUPERINTENDENT fails to follow the procedures specified in this provision, DISTRICT shall not be responsible for the costs of services delivered after the DISTRICT student's change of residence, if SUPERINTENDENT had knowledge or should reasonably have had knowledge of the DISTRICT student's change of residence.
6. **COMPLAINT PROCEDURES:** SUPERINTENDENT shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of DISTRICT students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). SUPERINTENDENT shall include verification of these procedures to the DISTRICT.
7. **DUE PROCESS & PROCEEDINGS:** SUPERINTENDENT shall fully participate in due process proceedings before CSEHO including mediations and hearings, at no additional cost, as requested by DISTRICT. SUPERINTENDENT shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

8. **ACCIDENT/INCIDENT REPORT:** The SUPERINTENDENT shall submit immediately (within 24 hours) electronically and mail an accident or incident reports to DISTRICT when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under SUPERINTENDENT'S supervision, the need for mental health services, injuries requiring medical attention, injuries resulting from physical restraint, Behavioral Emergency Reports, student has injured another individual, or student has been in an activity requiring notification of law enforcement or emergency personnel.
9. **FINGERPRINTING:** Education Code section 45125.1 and 45125.2 requires SUPERINTENDENT to verify that its employees and subcontractors who may have contact with pupils during the performance of this agreement have not been convicted of serious or violent felonies as defined by statute. Compliance with this statute, including the fingerprinting requirements, is a condition of this Agreement, and DISTRICT reserves the right to terminate this Agreement at any time for noncompliance.
10. **INDEPENDENT CONTRACTOR:** Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between DISTRICT and SUPERINTENDENT. SUPERINTENDENT shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between DISTRICT and any individual assigned by SUPERINTENDENT to perform any services for DISTRICT.

If DISTRICT is held to be partner, joint venture, co-principal, employer or co-employer of SUPERINTENDENT, SUPERINTENDENT shall indemnify and hold harmless DISTRICT from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by DISTRICT as a result of that holding.

11. **TERMINATION:** Either party shall have the right to terminate and cancel this Agreement by giving a thirty-day (30) advance written notice to the other party of such termination. In the event of any termination or cancellation, SUPERINTENDENT will be entitled to receive compensation consisting of any payments to-date and for not less than its pro-rata portion of services rendered to DISTRICT. In the event that this Agreement is terminated or canceled, all finished or unfinished documents, data, studies, surveys, drawings reports and other materials prepared by SUPERINTENDENT will become proper of SUPERINTENDENT.
12. **MUTUAL HOLD HARMLESS:**
 - A. DISTRICT shall indemnify and hold harmless SUPERINTENDENT and its agents and employees from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of DISTRICT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. DISTRICT shall defend, at its sole expense, all costs and fees including but not limited to attorneys' fees, cost of investigation, defense and settlements or awards, SUPERINTENDENT and its agents and employees in any such claim or action.
 - B. SUPERINTENDENT shall indemnify and hold harmless DISTRICT and its agents and employees from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of SUPERINTENDENT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. SUPERINTENDENT shall defend, at its sole expense, all costs and fees including but not limited to attorneys' fees, cost of investigation,

defense and settlements or awards, the DISTRICT and its agents and employees in any such claim or action.

- C. With respect to any action or claim subject to indemnification herein, the indemnitor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the indemnitee; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the indemnitor's obligations to the indemnitee as set forth herein.
- D. The indemnitor's obligation hereunder shall be satisfied when the indemnitor has provided to indemnitee the appropriate form of dismissal relieving the indemnitee from any liability for the action or claim involved.

13. **INSURANCE:** SUPERINTENDENT shall provide and maintain for the duration of this Master Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Master Agreement by SUPERINTENDENT, its agents, representatives, or employees.

- A. Insurance coverage shall be at least as broad as:
 - 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 - 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 - 3. Workers' Compensation insurance as required by the state in which services are performed and Employer's Liability Insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- B. SUPERINTENDENT shall maintain limits of insurance no less than:
 - 1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).
 - 2. Automobile Liability: \$1,000,000 combined single limit.
 - 3. Professional Liability/ errors and omissions coverages, including sexual molestation and abuse: \$1,000,000 per occurrence/\$1,000,000 aggregate.
- C. For all instance coverages procured by the SUPERINTENDENT, the following terms apply:
 - 1. Any deductibles of self-insured retentions above \$25,000 must be declared to and approved by the DISTRICT. At this option, DISTRICT may require the SUPERINTENDENT, at SUPERINTENDENT'S sole cost, to: (a) cause its insurer to reduce levels specified by the DISTRICT or eliminate such deductibles or self-insure retentions as respects to the DISTRICT, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 1. DISTRICT, its subsidiaries, officials and employees are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of SUPERINTENDENT; products and completed operations of SUPERINTENDENT;

premises owned, occupied or used by SUPERINTENDENT; or automobile owned, leased, hired or borrowed by SUPERINTENDENT. The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its subsidiaries, officials and employees.

2. For any claims related to the services, SUPERINTENDENT'S insurance coverage shall be primary insurance as respect to DISTRICT, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by DISTRICT, its subsidiaries, officials and employees shall be excess of SUPERINTENDENT'S insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT.

- E. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to DISTRICT.
- F. SUPERINTENDENT shall furnish DISTRICT with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements meeting requirements of above conditions are to be received and approved by DISTRICT before work commences. SUPERINTENDENT'S insurer must provide complete, certified copies of all required insurance policies, including endorsements affected the coverage required by this Master Agreement. **All Certificates of Insurance shall reference the Agreement number, and name of DISTRICT.**

If DISTRICT or SUPERINTENDENT determines that change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

14. **NON DISCRIMINATION:** SUPERINTENDENT shall not, under the California Fair Employment and Housing Act ("FEHA"), do any of the following:
 - A. Refuse to hire or employ any person, or refuse to select the person for a training program leading to employment, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation.
 - B. Discriminate against any person in compensation or in terms, condition, or privileges of employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation.
 - C. Refuse to hire or employ, or to discharge, dismiss, reduce, suspend, or demote, any individual who is at least (40) years old on the basis of age.
 - D. Harass an employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, sex, or sexual orientation.
 - E. Retaliate against any person for opposing any practice forbidden or made unlawful by the Fair Employment and Housing Act ("FEHA") or for testifying or otherwise participating in proceeds under the FEHA.
15. **SEXUAL HARASSMENT:** SUPERINTENDENT shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the SUPERINTENDENT'S policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. SUPERINTENDENT further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

SUPERINTENDENT shall have procedures in place to immediately (within 24 hours) report any allegations of conduct that may constitute or give the appearance of sexual harassment as per federal and state law. This reporting must include appropriate governmental, social service, and law enforcement agencies as well as DISTRICT. SUPERINTENDENT shall ensure that an immediate and comprehensive investigation is commenced and shall invite DISTRICT to participate in said investigation.

16. **MANDATED REPORT:**

- A. SUPERINTENDENT assures DISTRICT that all staff members, including volunteers, have been informed of their obligations under the Child Abuse and Neglect Reporting Act § 11165 et seq., and dependent adult reporting obligations under California law, including but not limited to California Penal Code § 11166. SUPERINTENDENT agrees to provide annual training to all employees regarding mandated reporting of child abuse, missing children, and dependent adults. DISTRICT shall maintain a signed statement by all personnel required to sign such a statement under the Child Abuse and Neglect Reporting Act as set forth in California Penal Code § 11166.5, to the effect that he or she has knowledge of the provisions of California Penal Code § 11166 (reporting duty and time) and will comply with those provisions.
- B. When filing a suspected child abuse report under the Child abuse Reporting laws, SUPERINTENDENT shall include in the report the name, telephone number and address of DISTRICT. When SUPERINTENDENT is aware of an allegation of staff abuse of a student, SUPERINTENDENT shall conduct an appropriate investigation and take other action, if appropriate, based on the particular facts known to SUPERINTENDENT at the time. SUPERINTENDENT shall adopt internal procedures regarding reporting obligations as authorized in California Penal Code § 11166 (g) (1).
- C. SUPERINTENDENT will notify its staff of its responsibility to report to parents and local law enforcement, as appropriate, when a student leaves campus without permission, immediately upon confirmation that the student is missing, in accordance with California Education Code § 49370.
- D. If an employee of SUPERINTENDENT or subcontractor who has a reporting obligation under applicable California law, observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse or neglect of an elder or dependent adult, or if an elder or dependent adult credibly reports that he or she has experience behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, SUPERINTENDENT shall submit the required report to the appropriate government or law enforcement agency.

17. **GOVERNING LAW:** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Riverside County, California.

18. **SEVERABILITY CLAUSE:** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

19. **POSITIVE BEHAVIOR INTERVENTIONS:** SUPERINTENDENT shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

SUPERINTENDENT shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to DISTRICT student's face; (c) any intervention which denies adequate

sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject DISTRICT student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by SUPERINTENDENT'S trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives DISTRICT student of one or more of his or her senses, pursuant to California Code of Regulations 3052(1) (1-8).

20. **INTEGRATION/CONTINUANCE OF AGREEMENT FOLLOWING EXPIRATION OR TERMINATION:** This Master Agreement includes DISTRICT Procedures and each Memorandum of Understanding (MOU) and they are incorporated herein by this reference. This Master Agreement supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Agreement may be amended only by execution by both parties.
21. **DATA REPORTING AND STUDENT DATA:** SUPERINTENDENT shall agree to provide all data related to student information and billing information with DISTRICT. California local educational agencies, such as SUPERINTENDENT, and third party providers, are required by federal and state laws to protect certain student data, including but not limited to; financial, health, and educational records. SUPERINTENDENT must implement procedures and protective measures to ensure compliance with current federal and state privacy requirements, including but not limited to; California Education Code 49073.1, the Student Online Personal Information Protection Act (SOPIPA), the federal Family Educational Rights and Privacy Act (FERPA), the Federal Children's Online Privacy Protection Act (COPPA), and the Children's Internet Protection Act (CIPA).
22. **ALL CALL ALERT SYSTEM:** The DISTRICT agrees to add the SUPERINTENDENT'S emergency reporting number, (951) 826-7775, to both the DISTRICT'S staff and student all call alert system(s). Additionally, the district agrees to add the SUPERINTENDENT'S assigned Principal to the DISTRICT'S all call alert system(s) and ensure that all relevant site security information is forwarded to the SUPERINTENDENT'S Principal in a timely manner.
23. **SAFETY DRILL PARTICIPATION:** SUPERINTENDENT operated special education classes will be provided advanced notification by the DISTRICT and participate in all school site safety drills including but not limited to fire, earthquake, and active shooter drills.
24. **CHANGES:** This agreement may only be amended in writing by the mutual consent of the parties hereto.
25. **NOTICES:** All notices required to be given pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage prepaid as follows:

SUPERINTENDENT:
Riverside County Superintendent of Schools
Contracts and Purchasing Services
3939 Thirteenth Street
Riverside, California 92501

DISTRICT:
Perris Union High School District
155 East Fourth Street
Perris, CA92570

If mailed, notice shall be effective as of the date of receipt by addressee. If delivered by hand, the effective date shall be the date of receipt by addressee.

26. **ENTIRE AGREEMENT:** This Agreement and any exhibits or attachments hereto constitute the entire Agreement between DISTRICT and SUPERINTENDENT and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated. This Agreement binds the heirs, successors, assignees, ages, and representatives or SUPERINTENDENT.

The parties hereto have executed this Agreement by and through their duly authorized agents or representatives.

Riverside County Superintendent of Schools

Perris Union High School District

Authorized Signature

Authorized Signature

Printed Name and Title

Printed Name and Title

Date _____

Date _____