



# Valley Mountain Regional Center Board of Directors Meeting

Monday, 04/20/20, 6:00 PM

Via Zoom Video Conference

<https://zoom.us/j/746417855?pwd=V0dYVFRPS204MjBFTUs2OXZ1aVJldz09>

Meeting ID: 746 417 855, Password: 909180

Dial in Number: 1-669-900-6833

For meeting accommodations, please contact Doug Bonnet at 209-955-3656, or [dbonnet@vmrc.net](mailto:dbonnet@vmrc.net).



## Meeting Book - Board of Directors Meeting

### Meeting Agenda

#### A. Call to Order, Roll Call, Reading of the Mission Statement

Margaret Heinz

"The mission of Valley Mountain Regional Center (VMRC) is to support people with developmental disabilities as they enrich their lives through choices and inclusion. VMRC is committed to securing quality, individualized services in collaboration with families and the community."

#### B. Review and Approval of Meeting Agenda

Margaret Heinz

Committee Action

#### C. Review and Approval of the Board of Directors Meeting Minutes of 02/24/20

Margaret Heinz

Committee Action

Board Meeting Minutes 02 24 19.pdf

Page 5

#### D. Presentation - Tony Anderson, Executive Director

#### E. Public Comment

3 minutes per person, 6 minutes per person with interpreter

#### F. Consent Items

Margaret Heinz

##### 1. Finance Committee Meeting Minutes of 03/05/20 and 04/01/20

Committee Action

Finance Committee Meeting Minutes 03 05 20.pdf

Page 14

Fin Com Minutes 04 01 20.pdf

Page 16

##### 2. Executive Committee Meeting Minutes of 03/05/20 and 04/01/20

Committee Action

Executive Committee Meeting Minutes 03 05 20.pdf

Page 18

Exec Comm Minutes 04 01 20.pdf

Page 23

##### 3. Consumer Services Committee Meeting Minutes of 03/02/20 and 04/06/20

Committee Action

CSB Minutes Draft 3.2.2020.pdf

Page 27

CSB Draft 4.6.2020.pdf

Page 33

##### 4. Legislative Committee Meeting Minutes of 04/06/20

## G. Committee Reports

1. VMRC Professional Advisory Committee, CLASP (Coalition of Local Area Service Providers)  
Liz Herrera Knapp, CLASP Appointee

2. Consumer Services Committee  
Dena Pfeifer, Committee Chair

a. Approval of Respite Assessment Tool

Committee Action

2019 RESPITE ASSESSMENT highlights (002) (002).pdf

Page 40

3. Self-Determination Advisory Committee

4. Consumer Advisory Council, SAC6 (Self-Advocacy Council Area 6)  
Crystal Enyeart, SAC6 Appointee

5. Finance Committee  
Linda Collins, Treasurer and Committee Chair and Claudia Reed, CFO

Committee Action

a. Approval of Contracts over \$250,000

Contract Board Approval Report 2020-05-31.pdf

Page 46

Contract Board Approval Report 2020-06-30.pdf

Page 53

Bright Futures Combined Contract 20-21.pdf

Page 55

Contract Summary Board Resolution 2020-04.pdf

Page 95

VMRC-BC Housing Acq Contract 1920-5 1920-6 (002).pdf

Page 96

Contract Summary & Board Resolution - Brilliant Corners.pdf

Page 132

b. Approval of Contract Status Reports (CSR) for March and April 2020

CSR for March 2020.pdf

Page 133

Contract Status Report, April 2020.pdf

Page 134

6. Legislative Committee  
Lynda Mendoza, Committee Chair

7. Nominating Committee  
Linda Collins, Committee Chair

8. Bylaws Committee  
Lynda Mendoza, Committee Chair

Committee Action

Bylaws Committee Meeting, 04 08 20.pdf

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9. Special Events Committee

Tina Vera, Committee Chair

H. Executive Director's Report  
Tony Anderson, Executive Director

I. Other Matters  
Margaret Heinz

J. Board Member Visits and Activities  
Margaret Heinz

K. President's Report  
Margaret Heinz

L. Next Meeting - Monday, June 15, 2020, 6:00 PM, via Zoom Video  
Conference  
Margaret Heinz

M. Adjournment  
Margaret Heinz



## **Board of Directors Meeting**

02/24/2020 | 06:00 PM - 07:30 PM - Pacific Time (US & Canada)

VMRC Stockton Office, Cohen Board Room

### **A. Call to Order, Roll Call, Reading of the Mission Statement**

**Margaret Heinz, Board President, called the meeting to order at 6:04pm.**

#### **Board Members Present:**

Linda Collins, Emily Grunder, Margaret Heinz, Erria Kaalund, Liz Knapp, Lynda Mendoza, Dena Pfeier, Moe Rashid, Andrea Rueda, Cherina Shaw, Tina Vera, Noemi Santiago

#### **Informed Absence:**

Alicia Schott

#### **Board Members Not Present:**

Robert Balderama, Tom Toomey

Christine Couch took roll.

Mission Statement was read together, led by Margaret Heinz.

### **B. Review and Approval of Meeting Agenda, pages 2-4**

Margaret Heinz asked for a motion to approve the Meeting Agenda. Andrea Rueda made a motion to approve the Meeting Agenda. Dena Pfeifer seconded the motion. The Meeting Agenda was approved unanimously.

### **C. Review and Approval of the Board of Directors Meeting Minutes of December 16, 2019, Pages 5-13**

Margaret Heinz asked for a motion to approve the Board Meeting Minutes of December 16, 2019. Andrea Rueda made a motion to approve the Board Meeting Minutes of December 16, 2019. Emily Grunder seconded the motion. The Board Meeting Minutes of December 16, 2019 were approved unanimously.

#### **D. Presentation by Amy Westling of ARCA**

Amy Westling gave a presentation on ARCA and answered questions from the board.

#### **E. Public Comment**

##### **Dena Hernandez, State Council on Developmental Disabilities, North Valley Hills Office shared the following information -**

- SCDD Need to Hear from you! This is the LAST week to complete- Please help us on developing our 5-year state plan- please complete on line- [www.scdd.ca.gov](http://www.scdd.ca.gov). Thank you.
- Next SCDD North Valley Hills Regional Advisory Committee (RAC) meeting will be held on Tuesday, March 24, 2020 in Amador at the Arc of Amador Campus from 6:00pm-8:00pm - all are welcome. Tony Anderson will be speaking about the P.O.S Disparities to gather input.
- State Council on Developmental Disabilities Legislative Policy Priorities and Legislative Package handouts
- VMRC Self Determination Advisory Committee- next meeting is March 19 from 3:30pm-5pm. They have a new Self Determination Events Workgroup that is planning Meet & Greets for participants and future trainings/conference that will be open to all. These meetings are open to ALL!

##### **Handouts:**

- Purchase of Service Gatherings flyer
- Disability Community Forums to Discuss CA long-term services and support system- flyer
- DDS Vendor Rate Survey- Summary of Public Comment Process
- ARCA- What does A Service Coordinator Do info sheet

**Maria Helena Diaz (through interpreter)** – I am a parent of a VMRC consumer. I just want to talk about what's been hurting my daughter. Sadly, the Service Coordinators are not communicating things or saying the things that should be done. They don't give the correct information. After age 3, in the process of transition, they tell the parents through the Service Coordinator, from there on the school district is going to take over. Whereas, the rights from here are that you should work together because the services from VMRC once the child is a consumer for this center, the services are for life, forever. I would like you guys to realize and know this. Give us orientation or educate us so that they don't mark our children's future. Our kids are the ones who are hurt by this. Our children since the beginning are being affected by this. I want this to be very clear. It marks our children. Please give good orientation to personnel. Don't continue to lie to people because they are marked and sadly, the ones that are hurt are our children. They have a future, normally, equal as a typical child and it's not given to the children. These people are not educated correctly, they are stuck, that's where it ends because you guys. You could give us a lot of support. They have a future, even though they have a disability. If they were seen they would have a different world. Our kids are being hurt. Orientation please. Not only the Service Coordinator, all the personnel needs orientation for this.

**Griselda Estrada (through an interpreter)** - I have two children with autism. The transition with the 3 years old, I was told that VMRC would not provide any services and to go to school. Even though he had behaviors, it was evident that he did have autism. Same thing happened with my second child. Diagnosed with autism, severe autism, non-verbal. My two children did not have the opportunity to be eligible for the intensive program that VMRC has. And benefit to the maximum the little abilities they

have. The intensive program, in particular with a written policy, written by VMRC, SELPA, school district and non-public agencies. That policy I called it the policy certain people will benefit. Because it does not permit for children with disabilities to benefit. My two children did not benefit. One was because he was high functioning. The other one because he was severe. So who did it benefit? Who does this program benefit? Maybe because it had a lot to do with origin, Latin. Now we are part of the disparity. We do not receive services when they were little. So I'm asking for this policy to be open with the intensive program and scientific based. So that the children can benefit from it. Thank you.

**Nancy Sanchez (through interpreter) -** I have a daughter who is a consumer of VMRC. I am also an Integrator from ICC. I want to comment one of the things I am concerned with, that's happening to us as a community. The IPP is a legal document. Why do the Service Coordinators give the families to sign the coversheet before they write the plans. The coversheet does have options. It does say if you agree, sign. If you agree with some parts, sign. And if you're not in agreement, don't sign. But there is no other option. If you are not in agreement, the IPP is not complete for us not to sign. For this reason, I believe we are at a disadvantage as families with VMRC when we go to these hearings. Why? Because as parents we sign. Because we are ignorant, have ignorance, we sign the coversheet. That's why we are in disadvantage here. I ask for the board of directors here to think what I'm telling you guys. Realize what's happening. The way the Service Coordinators are presenting the coversheet, they present it to the families, where they don't have any options. They say if you don't sign at that moment, they can't continue with the service or they will cut it. That's the pressure that the Service Coordinators are giving the families. That's not fair. So please think about this. To this process more fair. Thank you.

**Dora Contreras** –I am the Grandmother to Sergio Contreras. I am from the ICC organization and proud to say tonight we have touched over 150 families in Stockton. Our main goal was to teach the Latino families in disparity to navigate the VMRC system. It's difficult to do this. It's a difficult system. One of the things I want to talk about today is the appeal process. The process is cumbersome, complex and overwhelming to our families. If things aren't settled in informal, when a service is denied. Most Latino families have said forget it. We have taught them that there is an appeal process. Yes, we have to hold their hand. This is difficult for me who has a formal education. Informal, mediation and then fair hearing. My question is what is fair, when there is a lawyer and three staff members on the other side. Then there is a mom on the other side trying to justify what she needs. A good example is water safety. There is a high rate of drownings in our population. Somehow, VMRC interprets water safety as swimming lessons. It's hard to teach an autistic person to swim. We've tried it. We are asking for education for a child in an apartment building with a pool, very close. And a child that climbs, and climbs high. As we go through this process, the mother has to present evidence just like the attorney. Guess who does the better job? The mom is just a mom. They have a right to appeal if they have been denied a service. Especially if that service will help lead a better quality of life or if it's a matter of life or death, if it's water safety. We continue to touch families. Please collaborate with us. Please help us with families who are in disparity. There is language and culture, and more than that. Somehow there is a resistance. We can help with policies. Thank you for your time.

## **F. Consent Items**

Margaret Heinz asked the board if they had any questions about any of the consent items. There were no questions.

1. Approval of Finance Committee Meeting Minutes of 01/08/20 and 02/05/20, pages 14-18- Margaret Heinz asked for a motion to approve the Finance Committee Meeting Minutes of January 8, 2020 and February 5, 2020. Andrea Rueda made a motion for the Board to approve both meeting minutes. Lynda Mendoza seconded the motion. The Finance Committee Meeting Minutes were approved unanimously.
2. Approval of Executive Committee Meeting Minutes of 01/08/20 and 02/05/20, pages 19-26 – Margaret Heinz asked for a motion to approve the Executive Committee Meeting Minutes of January 8, 2020 and February 5, 2020. Andrea Rueda made a motion for the Board to approve both meeting minutes. Emily Grunder seconded the motion. The Executive Committee Meeting Minutes were approved unanimously.
3. Consumer Services Committee Meeting Minutes of 01/06/20 and 02/03/20, pages 27-34- Margaret Heinz asked for a motion to approve the Consumer Services Committee Meeting Minutes of January 6, 2020 and February 3, 2020. Dena Pfeifer made a motion for the Board to approve both meeting minutes. Andrea Rueda seconded the motion. The Consumer Services Committee Meeting Minutes were approved unanimously.
4. Executive Director's Report by Tony Anderson –Margaret Heinz asked for a motion to approve the Executive Director's Report. Lynda Mendoza made a motion for the Board to approve the Executive Director's Report. Linda Collins seconded the motion. The Executive Director's Report was approved unanimously.

## **G. Committee Reports**

1. **VMRC Professional Advisory Committee (CLASP - Coalition of Local Area Service Providers) - Liz Herrera Knapp:** The Member appreciation event had a pretty good turnout. Members asked we do this quarterly. Monthly membership meeting this morning. DRAIL did a presentation and it was really informative. We currently have 70 paid members. We will provide a conference on 11-17-2020. The planning committee meets tomorrow at 2pm. We are c considering a trunk or treat this year for consumers. Next meeting is March 23 from 10-12.
2. **Consumer Services Committee - Dena Pfeifer:** Minutes for both meetings are in the packet. Christine Couch gave a presentation on her new role at VMRC. We welcomed Crystal Enyeart to the committee. She represents SAC6. Brian Bennett will give a presentation on how services are developed at the next meeting on March 2 at 4pm. At the April board meeting we will need the respite assessment tools added to the agenda so the board can review it for approval.
3. **Self-Determination Advisory Committee - Mariela Ramos:** Mariela declined to give the report, she didn't have the information. Cindy Mix gave a report. The total selected by DDS is 110 participants – Stockton 62, Modesto 41 and San Andreas 7. We've had 74 attend orientation. We need 32 more to attend orientation. 4 are no longer interested. PCP and IPP's



completed for 25 and 44 have not yet been completed. 5 IPP's have been signed. 5 are working on budgets. 14 working on spending plans. We have started the SDP for 7 folks so far. Liz from DDS was asked about vendors and if they are required to serve Self Determination participants. VMRC will talk to vendors about Self Determination and try to get them to provide the service. But it is up to the vendor to decide if they will serve the SDP. 826 people are on the interested list. So when it rolls out in June 2021, we know we have 826 interested.

4. **Consumer Advisory Council (SAC6 - Self Advocacy Council Area 6) - Crystal Enyeart:** Our final board meeting was December 14 at the ARC in Sutter Creek for the 2019 year. Thank you to Doug, Carlos and Christine for attending. We held elections and are proud to announce our new officers and leadership team:

Lisa Utsey, Chairperson and Treasurer

Catrina Castro, Vice Chairlady

Jessica Quesada, Secretary

Crystal Enyeart, Sargent at Arms and our new VMRC Board and Consumer Services Committee representative.

We held our Area meeting of self-advocates for February 7 in Stockton. We had about 125 people attend. PCS DJ's played music. The PCS people first class had a photo booth. DRAIL, SCDD and VMRC had information tables set up and spoke with people and answered questions. We announced the CHOICES t-shirt, poster and video winners. Thank you to Tony, Doug, Carlos, Dave, Julie and Christine for attending our area meeting of self-advocates.

Our next board meeting is March 14. It will be held at the Community Integration Program by Howard Training Center in Modesto. We are excited to partner with them for this meeting.

5. **Finance Committee - Linda Collins, Treasurer and Committee Chair:**

- a) **Approval of Contracts over \$250,000, page 35:** Linda Collins made a motion to approve the contracts over \$250,000. Cherina Shaw seconded the motion. Liz Herrera Knapp abstained. The motion passed.
- b) **Approval of Contract Status Reports for January and February 2020, page 36-37:** Linda Collins made a motion to approve the Contract Status Reports for January and February 2020. Noemi Santiago seconded the motion. The Contract Status Reports were approved unanimously.
- c) **Approval of Liquidity Policy – Melissa Stiles:** Melissa Stiles explained the new liquidity disclosures required by FASB Accounting Standards Update (ASU) No. 2016-14, will be required for not-for-profit entities (NFPs) to communicate both qualitative information on the organization's policies for the management of its liquid financial assets

in order to satisfy short term cash requirements (Section1) and to provide quantitative information about the availability of financial assets to meet short-term operating cash needs. (Section II). Please review the proposed policy:

**The Organization's goal is generally to maintain financial assets to meet 30 days of operating expenses (approximately \$19,300,000.) As part of its liquidity plan excess cash is invested in short term investments, including money market and savings accounts.**

**Financial assets available for general expenditure within one year of the statement of financial position date, comprise the following:**

**Cash and cash equivalents \$11,705,651**

**Receivables 8,180,921**

**\$19,886,572**

Linda Collins motioned to approve the Liquidity Policy. Lynda Mendoza seconded the motion. The Liquidity Policy was approved unanimously.

6. **Legislative Committee - Lynda Mendoza, Chair:** January 27<sup>th</sup> was a presentation by Tony and Candace Bright, Liz, and Daime. It was a fabulous presentation. March 2 is our next meeting in room 124 from 12-2.
7. **Nominating Committee - Linda Collins:** She shared that she is so excited. It was an incredible experience to participate in the interviews. Thank you to everyone who participated in the process. 9 applications, 9 interviews scheduled, 7 interviews. We selected 6 new board members. This is so exciting. Requested approval of the following people to be on the board:
  1. **Kenneth Britter, Parent, Stan**
  2. **Anthony Owens, Consumer, SJ**
  3. **Dr. Yan Li, Parent, Stan**
  4. **Gabriela Castillo, Parent, Tuolumne**
  5. **Dr. Steve Russell, Parent, Amador**
  6. **Dr. Suzanne Devitt, Calaveras County**Linda Collins made a motion to accept these individuals to be VMRC board members. Lynda Mendoza seconded the motion. The nominating committee nominations were unanimously approved.
8. **Bylaws Committee - Lynda Mendoza:** The committee hasn't met in the 2020 year. They will meet in the next month. If you are interested in being on the committee, please let Lynda or Doug know.
9. **Special Events Committee - Tina Vera:** Tina will connect with Doug and find out who the volunteers are for the committee. She would like to schedule a meeting in April.

## **H. Executive Director's Highlights and Comments - Tony Anderson:**

### **Organizational Activities**

We just finished the internal “Listening Sessions” throughout the organization where Doug took over dozen pages of note from staff focused on the things they are really enjoying about their work at VMRC and things that are serving as barriers to them in their work. Last week we sent out the links to the the Kinetic Flow surveys and over the next few months Ami Sullivan and her team will be collecting the feedback and doing telephone call surveys for those consumers and families who prefer that instead of the online survey. After the surveys are completed Ami will report back the finding to the board then then agency. Then we will begin our strategic planning process for 2020.

### **Activities with Community Partners**

We continue to work closely with Fuerzas Unidas to organize and design a conference to help families understand the rules for IHSS. The Fuerzas leadership have created teams to do different parts of the conference. VMRC is helping with some speakers, we’re using the Cohen Board Room, and we’ll be making the handouts copies for the participants.

Our local Self-Advocacy Council 6, SAC6, the regional centers self-advocacy designee under contract, will be hosting their annual CHOICES Conference on April 3, 2020 at the San Joaquin Office of Education for about 500 self-advocates in our area.

Our staff recently began the 2020 Transition Fairs, a service to help high school kids plan for adult life after graduation. The first fair was in Amador County and each of our county will have their own fair.

Cindy Mix, Director of Consumer Services, and her team will be hosting a series of public meetings to review the disparities data from VMRC. Carlos Hernandez our Cultural Specialist resigned on February 14, 2020 to pursue work in his family group home business.

### **Board Development**

A team of VMRC board members will be attending board development training organized by the Association of Regional Center Agencies, our team consists of: Margaret Heinz, President, and a team of board members, including Mo Rashid, Vice President, Lynda Mendoza, Secretary, and Doug Bonnet, Special Asst to the Director.

Our Nominating Committee has done another tremendous job vetting a large number of very qualified candidates for the board of directors open positions. You will hear more about this in the February board meeting.

#### Communications

We are working with a group of local partners, headed by the SCDD local office, to improve the general community's exposure and experience of people with developmental disabilities in our region. Doug Bonnet will be representing VMRC on this task force on media publications.

Constant Contact Email Subscribers: 8222

Facebook followers: 2410

LinkedIn followers: 580

Twitter followers: 266

Instagram followers: 510

Newsletter: 32% open rate

#### **I. Other Matters: none**

**J. Board Member Visits and Activities:** Emily Grunder attended the SCDD RAC meeting in Modesto. Emily was also in a video project for a training video for staff.

Mo, Lynda, Doug and Margaret attended the ARCA training on Saturday. Mo thinks we should do something exactly like that training for the whole board to learn more about the position.

**K. President's Report - Margaret Heinz:** Thank you to the nominating committee. The ARCA Academy was the best training for board members. Margaret shared that she had zero expectations and it was absolutely fabulous. WE need to send more people next time and incorporate more information for the board. It was a full day and very nice. It was very welcoming and we met all 21 regional centers. There were large sessions and smaller sessions. Brian Winfield from DDS gave an update. Heather Flores from CVRC gave an excellent presentation. Jim Burton, a retired executive director, gave us information about what happens if you have a big audit and it's intense. It made sense and he spoke in plain language and it was understandable. Lynda and Margaret went to futures planning and it was useful. We attended board procedures and policies and it was great and informative. Thank you to ARCA – it was fabulous. The networking was important with other regional centers.

Lynda added that it was nice to meet up Anthony Hill, a previous VMRC staff. The information about by-laws was great. It felt good to hear about things that Regional Centers should be doing and we are already doing these things.

Margaret added about strategic plans and how the plan supports the mission statement. Our mission statement has impact for us. Our strategic plans and our long-range plans support our mission statement. Thanks to Tony for informing our board.

**L. Next Meeting - Monday, April 20, 6:00 PM, VMRC Modesto Office, 1820 Blue Gum Avenue, Modesto, CA 95358**

**M. Adjournment at 7:35**

## **Finance Committee Meeting Minutes**

**Thursday, 03/05/20, 5:30 PM – 6:30 PM**

### **Attendees (14)**

**Staff Present:** Tony, Doug, Christine, Claudia, Corina

**Committee Members Present:** Linda Collins, Treasurer and Committee Chair, Margaret Heinz, Board President, Dena Pfeifer and Facilitator, Connie Uychutin, Alicia Schott

**Informed Absence:** Lisa Utsey

**Absent:** Jose Lara

**Staff Present:** Tony Anderson, Executive Director, Doug Bonnet, Special Assistant to the Executive Director, Christine Couch, Compliance Manager, Claudia Reed, Chief Financial Officer, Corina Ramirez, Administrative Assistant – Resource Development

**Other Board Members Present:** Mohamad Rashid, Lynda Mendoza

**Public Present:** Mariela Ramos, Mark Collins

**Meeting called to order by Linda Collins, Treasurer and Committee Chair, at 5:30 PM.**

#### **A. Review and Approval of Meeting Agenda**

Linda Collins asked for a motion to approve the meeting agenda. Dena Pfeifer made a motion to approve the meeting agenda. Connie Uychutin seconded the motion. The meeting agenda was approved unanimously.

#### **B. Review and Approval of Finance Committee Meeting Minutes of 02/05/20**

Linda Collins asked for a motion to approve the Finance Committee Meeting Minutes of 02/05/20. Margaret Heinz made a motion to approve the Finance Committee Meeting minutes of 02/05/20. Dena Pfeifer seconded the motion. The Finance Committee Meeting minutes of 02/05/20 were approved unanimously.

#### **C. Public Comment**

None.

#### **D. Approval of Contracts over \$250,000**

Corina Ramirez presented the list of contracts and answered questions from any committee members (pages 6 – 55).

Linda Collins asked for a motion to approve all of the contracts over \$250,000 as presented.

Alicia Schott made a motion to approve all of the contracts over \$250,000. Dena Pfeifer

seconded the motion. Connie Uychutin abstained. The contracts over \$250,000 were approved unanimously.

**E. Fiscal Department Update**

1. Acceptance of Contract Status Report (CSR) and Review of Purchase of Service (POS) Expenditures and Operations (OPS) Expenditures. Claudia Reed presented and answered any questions of committee members (pages 56 – 58).  
Linda Collins asked for a motion to approve the Contract Status Report (CSR). Dena Pfeifer made a motion to approve the Contract Status Report (CSR). Margaret Heinz seconded the motion. Contract Status Report (CSR) was approved unanimously.
2. VMRC Monthly POS Expenditure (PEP) Summary  
Claudia Reed presented and answered any questions of committee members (pages 59 – 61).
3. Acceptance of Restricted Donations  
Claudia Reed presented the monthly donations to the Popplewell Fund (pages 62 – 84). Linda Collins asked for a motion to accept the donations. Dena Pfeifer made a motion to accept the donations to the Popplewell Fund. Alicia Schott seconded the motion. The donations to the Popplewell Fund were approved by unanimous decision.

**F. Next Meeting – Wednesday, April 1, 2020, 5:30 PM, VMRC Stockton Office, Cohen Board Room**

**Meeting adjourned by Linda Collins at 6:25 PM**



## **Finance Committee Meeting Minutes**

Wednesday, 04/01/2020 | 05:30 PM - 06:30 PM - Pacific Time (US & Canada)

### **Attendees (11)**

**Committee Members Present:** Linda Collins, Treasurer and Committee Chair, Margaret Heinz, Board President, Alicia Schott, Connie Uychutin, Dena Pfeifer and Facilitator, Lisa Utsey and Facilitator

**Committee Members Not Present:** Jose Lara

**Staff Present:** Claudia Reed, CFO Tony Anderson, Executive Director, Doug Bonnet, Special Assistant to the Executive Director

**Public Present:** None.

**Meeting called to order by Linda Collins, Treasurer and Committee Chair, at 5:30 PM**

#### **A. Review and Approval of Meeting Agenda**

Dena Pfeifer made a motion to approve the Meeting Agenda. Lisa Utsey seconded the motion. The Meeting Agenda was approved by unanimous decision.

#### **B. Review and Approval of Finance Committee Meeting Minutes of 03/05/20**

Dena Motioned Pfeifer made a motion to approve the Finance Committee Meeting Minutes of 03/05/20. Lisa Utsey seconded the motion. The Finance Committee Meeting Minutes of 03/05/20 wer approved by unanimous decision.

#### **C. Public Comments**

None.



#### **D. Approval of Contracts over \$250,000**

No contracts to approve this month.

#### **E. Fiscal Department Update**

Linda Collins thanked Claudia Reed and her staff for all of the hard work that they have been doing.

1. **Acceptance of Contract Status Report (CSR)** - Claudia Reed presented – Linda Collins asked for a motion to approve the CSR. Dena Pfeifer made a motion to approve the CSR. Lisa Utsey seconded the motion. The CSR was approved by unanimous decision.
2. **Review of Purchase of Service (POS) and Operations (OPS) Expenditures** - Claudia Reed presented both reports. Claudia reported that most of the "Other Authorized Services" comes from SLS...this question was asked at last month's Finance Committee Meeting.
3. **VMRC Monthly POS Expenditure (PEP) Summary** - No Report this Month.
4. **Acceptance of Restricted Donations** - Claudia Reed presented. Linda Collins asked for a motion to accept the restricted donations. Lisa Utsey made a motion to accept the restricted donations. Dena Pfeifer seconded the motion. The restricted donations were approved by unanimous decision.

#### **F. Next Meeting - Wednesday, May 6, 5:30 PM via Zoom**

**Meeting adjourned at 6:15 PM.**

## **Executive Committee Meeting Minutes**

**Thursday, 03/05/20, 6:30 PM – 7:30 PM**

### **Attendees**

**Committee Members Present:** Margaret Heinz, Board President, Mohamad Rashid, Vice-President, Lynda Mendoza, Secretary, Linda Collins, Treasurer, Dena Pfeifer and Facilitator, Consumer Services

**Staff Present:** Tony Anderson, Executive Director, Doug Bonnet, Special Assistant to Executive Director, Bud Mullanix, Human Resources Director, Christine Couch, Compliance Manager

**Public Present:** Mariela Ramos

**Margaret Heinz called the meeting to order at 6:30 PM**

#### **A. Review and Approval of Meeting Agenda**

Margaret Heinz asked for a motion to approve the Meeting Agenda. Linda Collins made a motion to approve the Meeting Agenda. Lynda Mendoza seconded the motion. The Meeting Agenda was approved unanimously.

#### **B. Review and Approval of Executive Committee Meeting Minutes of 02/05/20**

Margaret Heinz asked for a motion to approve the Executive Committee Meeting Minutes of 02/05/20. Mohamad Rashid made a motion to approve the Executive Committee Meeting Minutes of 02/05/20. Dena Pfeifer seconded the motion. The Executive Committee Meeting Minutes of 02/05/20 were approved unanimously.

#### **C. Public Comment – None.**

#### **D. Items for Approval – None.**

#### **E. Items for Discussion**

##### **1. Executive Director's Report – Tony Anderson**

Assembly Budget Subcommittee #1 met yesterday Wednesday March 4 from 1 pm to 8:30 pm to discuss the Governor's Budget for DDS. Assemblymembers Arambula, Rubio, Mathis, Patterson, Wood, and Ramos were in attendance. The hearing followed this [agenda](#).

Assemblymember Arambula opened the hearing and recognized the milestone of moving the last resident out of permanent residency in the developmental centers. Items for discussion included:

- Trends in the Developmental Services System and Defining System and Fiscal Reform
- Provider Rates, Governor's Proposal, and Associated Investment Proposals
- Governor's Proposal on Performance Incentives for Regional Center Services
- Governor's Proposal on Specialized Caseload Ratio and Associated Advocacy Request
- Governor's Proposal on Crisis and Safety Net Services and Associated Trailer Bill Language Proposals
- Advocacy Proposal on Service Outcome Initiative
- Advocacy Proposal on Paid Internship Program (PIP) and Competitive Integrated Employment (CIE) Incentives
- Advocacy Proposal Regarding Subminimum Wages for Consumer Workers
- Oversight Item: Home and Community-Based Services Federal Compliance
- Oversight Item: Self-Determination Program
- Oversight Item: Headquarters Restructure and Reorganization and Governor's Budget Change Proposal
- Oversight Item: Disparities Funding

Our regional center representation included three staff (including me), four early start services providers, one parent from EducateAdvocate, and two parents from Integradoras.

## **2. Notable Consumer Information – Tony Anderson**

"After a long conversation our Service Coordinator, Lauren Leffler, had with a mom on Friday last week it was quite evident the mom was very frustrated. Lauren felt it would be best to meet with the parent in person. Lauren and Lizbeth De Alba-Montes went to her home yesterday. They found out that this mom has 5 children and is very stressed, she doesn't have any support and she was getting quite frustrated. She is trying to navigate systems she doesn't understand and feels she is not doing a good job. Two of her children have been diagnosed with Autism (ASD) and her 9 month old is showing concerning signs of being at risk. Lauren and Lizbeth spent 2.5 hours listening and talking with her, and answering her questions. They provided her support and resources, and referred her 9 month old to VMRC. The IEP for the early start child is in a couple of weeks and Lauren will be there to support the mom. By the end of the meeting the mom felt better and that she had the support of her SC. I really feel that Lauren and Lizbeth did such a wonderful job addressing the concerns of this mom. "

It was reported by our immigration attorneys that some families started bring advocates with them to the meetings with attorneys. They were informed that they could not do that because it removes their "Attorney Client" privilege.

## **3. Vendor Information – Tony Anderson**

We just met with a provider who is having trouble with the process of switching over his vendorization and license so he can retire. If the problem is not resolved it will be financially devastating to the provider and the consumers are at risk of losing their home. This is part of a recent problem we have been having regarding transition for provider services.

## **4. Self-Determination Update – Tony Anderson**

Last Monday afternoon we received direction from the Department of Developmental Services (DDS) regarding how to spend the funds allocated to the regional centers and the Self-Determination Advisory committees. It states:

"DDS, in consultation with stakeholders, identified priority areas for the funding including:

- Recruitment and training of independent facilitators;
- Joint training for participants, families, regional centers, LVAC members and others;
- Support or coaching in making the transition to SDP;
- Assistance with spending plan development;
- Orientation support which could include costs for speakers/presenters, and development of modification of materials; and
- Collaborative groups/workshops to foster ongoing, shared learning and problem-solving opportunities.

The LVACs play an important role in the implementation and oversight of the SDP. Therefore, regional centers and LVACs must work collaboratively to prioritize the use of the available funds to meet the needs of participants in their local area. Funds may only be expended after agreement is reached on the local needs. See Enclosure 1 for more information about the potential uses of the funds, the amount available in each regional center area, and suggested steps to determine the use of the funds."

## **5. Other Matters – Tony Anderson**

### **Coronavirus Alert - What Should You Do?**

(March 4, 2020) As of today the government feels the risk of getting this virus is low, but since this virus can make you very sick (some people have even died from this), everyone should take precautions. Here are some things you should do based on the Center for Disease Control and the Dept of Labor recommendations:

- It's the time of year when many people get the flu so you should get the flu vaccine and flu antivirals if your doctor prescribes them.
- **Stay at home if you are sick.** People who have a fever and or respiratory symptoms should not go to work or school until 24 hours after their fever ends (100 degrees Fahrenheit [37.8 degrees Celsius] or lower), without the use of medication.
- **Wash your hands often with soap and water for 20 seconds; use an alcohol-based hand rub if soap and water are not available.**
- **Avoid touching your nose, mouth, and eyes.**
- **If you have a cough or sneezing wear a mask** and if you're working with someone who is coughing or sneezing offer them a mask.
- If you do not have a mask **cover your coughs and sneezes with a tissue, or cough and sneeze into your upper sleeve(s) – wash hands immediately after.**
- **Keep frequently touched common surfaces clean.**
- **Try not to use someone else's phone, desk, office, computer, or other work tools and equipment.** If you must use a coworker's equipment, consider cleaning it first with a disinfectant.
- **Avoid shaking hands or coming in close contact with people who may be ill.**
- **Stay in shape.** Eat a healthy diet. Get plenty of rest, exercise, and relaxation.
- **Speak with your doctor and find out if you are in a [high risk](#) category for seasonal flu (e.g., elderly, pregnant women, small children, persons with asthma, etc.).**
- **Participate in any training offered by your employer.** Make sure that you understand how to stay healthy at work.
- If you have been in China or have been exposed to someone sick with COVID-19 in the last 14 days, you will face some limitations on your movement and activity. Contact your doctor or county public health if you think you might be at high risk.

**Local Public Health and VMRC Resources:**

[Amador County](#)  
[Calaveras County](#)  
[San Joaquin County](#)  
[Stanislaus County](#)  
[Tuolumne County](#)

Valley Mountain Regional Center: [Policy for Staff](#)

**State Resources:**

**Department of Developmental Services** [CONVID-19 Advisory Resources](#)

From <<https://www.vmrc.net/covid-19-coronavirus/>>

**6. Personnel and Union Update – Bud Mullanix**

As of now, we have filled 36 positions. Of that 36, 10 are new, the others were transfers/current employees. It keeps morale up, but the downside is that there is still a training period. Some teams are getting hit hard and losing multiple people. Still have 33 open positions.

Hired a Training Manager that starts the end of the month.

We have a new intern that started. She gets her degree in 90 days.

January to February, we have 338 employees. We have a bunch in background. Turnover rate is 1.5% for calendar year.....16 hires and 21 terms in this fiscal year, turnover rate is 6.2%...compared to other RC's are turnover rate is excellent.

There is a lot of stress amongst the staff at all levels. We had a staff in Modesto have a breakdown.

Bud just wanted the Board to be aware.

**F. President's Report – Margaret Heinz**

Tony and Margaret will be going back to Alta Regional Center in 2 weeks for another ARCA training. There was an in-service training put on by Doreen Bestolarides of St. Joseph's Hospital. Doreen is an amazing lady who facilitates the care of every person with special needs at the hospital. Doreen gave my class a tour of the facility and even had a birthday party at the hospital for one of her students who is battling cancer.

I'm excited about the changes coming to the main entrance at the Stockton office.

**G. Next Meeting – Wednesday, April 1, 2020, 6:30 PM, Cohen Board Room, VMRC Stockton Office**

**Meeting adjourned at 7:30 PM**





## **Executive Committee Meeting Minutes**

04/01/2020 | 06:30 PM - 07:30 PM - Pacific Time (US & Canada)

### **Attendees (11)**

**Committee Members Present:** Margaret Heinz, Board President and Committee Chair, Mohamad Rashid, Vice President, Lynda Mendoza, Secretary, Linda Collins, Treasurer, Dena Pfeifer and Staff

**Staff Present:** Tony Anderson, Executive Director, Doug Bonnet, Special Assistant to the Executive Director, Bud Mullanix, HR Director, Christine Couch, Compliance Manager

**Others Present:** Alicia Schott, Board Member

**Public Present:** None

Meeting called to order at 6:30 PM by Margaret Heinz.

### **A. Review and Approval of Meeting Agenda**

Margaret Heinz asked for a motion to approve the Meeting Agenda. Lynda Mendoza made a motion to approve the Meeting Agenda. Dena Pfeifer seconded the motion. The Meeting Agenda was approved by unanimous consent.

### **B. Review and Approval of Executive Committee Meeting Minutes of 03/05/20**

Margaret Heinz asked for a motion to approve the Executive Committee Meeting Minutes of 03/05/20. Linda Collins made a motion to approve the Executive Committee Meeting Minutes of 03/05/20. Lynda Mendoza seconded the motion. The Executive Committee Meeting Minutes of 03/05/20 were approved by unanimous consent.

### **C. Public Comment - None.**

## **D. Items for Approval - None.**

## **E. Items for Discussion**

### **1. Executive Director's Report - Tony Anderson**

This week the state officials remain hard at work to provide guidance and directives to help work through the many changes we need to make to support our community and stop the spread of the COVID-19 virus. Here is a summary of the Directives and Guidance:

#### **Temporary Denial of Admissions and Discharges to/from State Run Facilities.**

DDS will not approve people moving into or out of the programs they run. These programs include the Porterville Developmental Center, the Canyon Springs Community Facility, and all STAR homes (Stabilization, Training, Assistance, and Reintegration).

#### **Waivers for Some Requirements: (Intake Related, 1st Aid.CPR Requirements for Respite Workers, Rules Related to the Intake Process, Any Family Cost Participation Requirements).**

##### **Eligibility and Intake:**

Reminder that VMRC may do intake meetings, evaluations and assessments remotely. If VMRC is reasonably certain the person is eligible but we can't make a definitive determination, we can presume eligibility. If we later find someone actually does not have a developmental disability as defined in the Lanterman Act, we can change the eligibility decision without using the standard of a "clearly erroneous" decision process.

##### **Respite Workers:**

Waives the requirement for In-Home Respite providers to have First Aid and CPR certification before working with a person without health concerns. This is being done to get services started as fast as possible to support people in their homes during this crisis.

##### **Cost Participation and Annual Family Program Fees**

Starting March 25th the Family Cost Participation Requirements are waived. *"Any requirements related to the Family Cost Participation Program (FCPP) pursuant to Welfare and Institutions (W&I) Code section 4783, and the Annual Family Program Fee (AFPF) pursuant to W&I Code section 4785, are waived. Retroactive to March 12, 2020, regional centers shall not conduct assessments and families shall not be required to pay costs or fees associated with FCPP or AFPF. )."*

#### **Elevating All COVID-19 Related Incidents as Reportable to DDS**

The tool regional centers use to report Special Incidents has been changed so we can now report to DDS incidents related to COVID-19 so they can where problem areas are in the state and help us locally. Our tool is called "SANDIS" and it will now allow us to report the following:

- Anyone in our community system who had contact with someone else who tested positive for COVID-19;
- If they have COVID-19 symptoms and went to a hospital for this or tested for COVID-19;
- If they were recommended to be tested for COVID-19;
- If they tested positive for COVID-19; or
- If they have COVID-19 symptoms and were told to quarantine.

#### **Strict Limitations for Visitors/Entry Into Licensed Homes.**



VMRC has been directed to tell providers, consumers, families, etc. of consumers residing in any licensed home that visits shall be limited to health providers, regional center workers, and other officials who protect the health, safety, and welfare of consumers. VMRC staff are directed to do remote monitoring when possible and take additional precautions when in-person visits are required.

### **New Guidelines to Protect Consumers in Facilities with Healthcare Needs and Enhanced Health Screening.**

VMRC and some licensed home administrators has been directed to ensure new safety practices that include taking the temperature of anyone coming into their homes and asking them questions related to high risk of exposure. These homes include:

- Adult Residential Facilities for Persons with Special Health Care Needs (ARFPSHN)
- Intermediate Care Facilities/Developmentally Disabled-Continuous Nursing (ICF/DD-CN)

This directive also says consumers will receive vital signs checks every 8 hours and monitoring for respiratory symptoms and says all these consumer should be isolated in their rooms if possible.

Thank you for your continued support of one another especially during these difficult days ahead.

## **2. Personnel and Union Update - Bud Mullanix**

Trying to make work at home easier. Extended work at home hours from 5am - 10pm to help those with children at home, used to be 7am - 7pm, allowing them to take computers, keyboards, monitors, chairs home so they can work effectively from home. We do have staff that are emotionally struggling. I'm working with 3 members of management that live alone and are very lonely. Taken some emotional toll as well.

Been very busy with the union. Tony has done an excellent job as well as our senior leaders. I update union leadership weekly to keep them informed. The union office is now getting involved. Tony has pushed us to stay above the bar.

Lots of time staying up on the law changes.

2 new hires, 12 in background.

## **F. President's Report - Margaret Heinz**

\* Participated in the ARCA Board Delegates Webinar on Monday 3/30

\* Participated in Board Orientation Onboarding sessions with Doug and Tony for:

Gabriella Castillo

Dr Yan Li

Suzanne Devitt (tried to - could not access meeting)

Anthony Owens

They were all very enthusiastic and ready to work. Steve Russel's onboarding is scheduled for April 9th.

- \* Participated (and listened) to Tony's very informative webinars the past two Fridays.
- \* Will participate (and listen!!) in the Consumers Public Forum on 4/2 with Tony and Lisa
- \* Highly recommend the VMRC Facebook page for updated information
- \* Also highly recommend the VMRC website and the ARCA website
- \* I can't praise the VMRC staff enough during this trying time. Their diligence, patience, and "never give up" attitude inspire me daily. Thank you for all you do!

**G. Next Meeting - Wednesday, May 6, 6:30 PM via Zoom**

**Meeting adjourned at 7:30 PM.**

**VALLEY MOUNTAIN REGIONAL CENTER**  
**MINUTES OF CONSUMER SERVICES COMMITTEE MEETING**  
**Monday, March 2, 2020**

=====

**PRESENT:** Dena Pfeifer, Lori Smith Dena's facilitator; Tara Sisemore Hester; Nicole Weiss; Maria E Solano; Christine Couch; Brian Bennett; Crystal Enyeart; Teresa Price her facilitator; Liz Herrera Knapp; Dora Contreras; Dena Hernandez; Lisa Culley; Daime Hoornaert; Mariela Ramos; Mohamed Rashid; Natalie Baker Mohamed's facilitator; Danielle Wells; Cindy Mix; Angelique Shear; Cindy Strawderman; Tony Anderson; Gaby Lopez; Doug Bonnet; Wilma Murray

**ABSENT:** Linda Collins, Robert Balderama; Nadia Robinson; Claire Lazaro

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Dena Pfeifer, Chairperson, called the meeting to order at 4:07 p.m.

**1.0 PUBLIC COMMENT**

Dena Hernandez shared the following:

- Next SCDD North Valley Hills Regional Advisory Committee (RAC) meeting will be held on Tuesday, March 24, 2020 in Amador at the Arc of Amador Campus from 6:00pm-8:00pm - all are welcome. Tony Anderson will be speaking about the P.O.S Disparities to gather input.
- State Council on Developmental Disabilities Legislative Policy Priorities and Legislative Package handouts
- CHOICES deadline to register for the conference is Friday, March 6,2020- would love to have VMRC Board members attend.

Mariela Ramos asked the following:

- How is VMRC making sure that the vendors are being accessible and open to Self Determination participants? (Daime Hoornaert will cover this in her report)

Maria Solano shared the following:

- Why do Hispanic families not have access to the EIBT program? They are part of the VMRC services but not part of the EIBT services. (Tara Sisemore Hester will respond during her report).

Dora Contreras asked the following:

- How can they locate the items from Consumer Services on the VMRC website? (A tutorial will be provided after the end of Consumer Services)

## 2.0 **REVIEW OF MINUTES**

**M/S/C (Rashid/Enyeart): Approve the minutes of February 3, 2020 with the correction of changing the next meeting time from 4:30 to 4:00.**

## 3.0 **SAC6 UPDATE**

Crystal Enyeart shared the following information:

- We held our Area Meeting for self-advocates on Friday, February 7 at the Stribley Center. We had 125 people attend and it was a fun meeting!
- The CHOICES conference is an exciting event for self-advocates – the t-shirt artwork will be displayed on at least 500 t-shirts. We hope you are planning on attending the CHOICES conference on April 3.
- We continue to meet monthly with Tony, Doug and Christine to work on important issues for self-advocates. Our next goal is to be more involved at VMRC. Stay tuned for more on this!
- Our first board meeting is March 14 and we are proud to partner with Howard Training Center's Community Integration Program for this meeting. The self-advocate representatives from the CIP program are hosting us at their Modesto day program location.

## 4.0 **CLASP UPDATE**

Daime Hoornaert shared the following:

- Regarding Self Determination. The vendors in attendance had quite a few questions. Dena was going to ask on of the SD employees could attend the April meeting to provide an update and answer questions.
- Some Supported Employment vendors are concerned because they have not received payment from DOR. They were told there was a 7-step process and many are not being paid.
- Our president has created a nominating committees of 4 members to get together a slate for the upcoming year
- We continue to do our provider conference planning for the conference in November.
- Many of the vendors are working on the HCBS self-assessment to see where they are in getting people out in the community and making sure they are meeting the requirements.
- Our membership continue to grow.

## 5.0 **CLINICAL**

Claire Lazaro was not in attendance; however, Tara Sisemore Hester shared the following in her absence:

- Local CAPTAIN team preparing for the upcoming Autism Forum on April 28<sup>th</sup>, 2020. No flyers yet. – Save the date.
- Site visit at Medic Alert last February with other VMRC staff. They have assigned a Community Partner Liaison to various organizations and agencies they work with, similar to VMRC to help with processes or requests.
- End of Life Planning team met last February. They are working on including goals in IPP to start talking about advanced directives, what is the capacity of the consumer to decide, who are the support system and families, what is their role, what can happen if they get sick. The team includes VMRC staff, and community stakeholders such as the ARC, SAC-6, care home vendor, SCDD, FRN, and OCRA. There is another meeting on April.
- Dental Screening done on 2/27 at Stockton and on 2/28 at Modesto. One consumer came at Stockton and three at Modesto. Adult to pediatric population. We had 2 volunteer registered dental hygienist advanced practitioners to help our dental coordinator make this possible. A great story is that one of the consumer that was seen was referred to have general anesthesia but when seen at the dental screening, does not need general anesthesia and will benefit from regular cleaning and regular dentist.
- In-service on Consumers in the Hospital by SJMC Special Needs Nurse Doreen Bestolarides today, 3/2 at 10 am. This helped our SC learn what is needed when our consumers are hospitalized, how they can collaborate with Doreen and other hospital staff in the goals of care and discharge planning.
- Have had meetings with school, comp programs and aba vendors in streamlining the assessment tool for ES and we plan to use DAYC-2. They are on board with this. Training has started on 2/27 and there will be two more trainings for other participants to attend.

To address the EIBT question Tara stated for children in early start, the IFSP team determines services and EIBT would be an option/service possibility. For children over age 3 that are eligible for Special Education, the education agency along with the IEP team determines appropriateness because EIBT is an education program.

Tara also went over the Intake statistic for January:

- For early start cases, they keep increasing in all offices. The majority of them have been made eligible
- For over three we still have increases Children that are coming in thru the system. Stockton still has the large influx of referrals coming in.

## 6.0 **RESOURCE DEVELOPMENT**

Brian provided an update on Resource Development projects.

- We have 127 projects pending that include residential, supported living, day programs, and independent living all with active letters of intent.
- We recently hosted Residential Services Orientation with 49 potential vendors attend. We also held another class in February for Administrator Orientation where we had 25 either new administrators or administrators who were on some sort of plan of corrective action from the Quality Assurance department who needed to either be re-certified or retrained. We also hosted HCBS training. We had 42 active vendors attend. We will hold additional trainings on March 10<sup>th</sup> & April 21<sup>st</sup>. Those all go out to the vendors thru Constant Contact. We will be hosting Day Program Orientation on April 15<sup>th</sup> & Supported Living and Independent Living Orientation on April 16<sup>th</sup>.
- We added a new Program Manager Jason Toepel who was promoted from Community Services Liaison in Resource Development. His job will be to manage and oversee new Clinical resource development as well as AB2083 which is an assembly bill that requires the Regional Center to work with local CPS to place foster youth.

Brian provided a presentation on “How New Services/Programs are Developed”.

## 7.0 **QUALITY ASSURANCE**

- 5.1 **Alerts**: Nicole went over the Current alert report. There were 32 alerts for the reporting period. Most were centered around of Delivery of Care; Violation of rights; untimely SIR; Environment; Staff Qualifications, and Record Keeping. There were 3 Alerts that were substantiated.

## 8.0 **CASE MANAGEMENT**

### 8.1 Reports

Cindy Mix went over the reports that were provided in the meeting packet with the exception of the Caseload ratio report. Total Lanterman Consumers 12,804 minus 167 (Deflection) = 12,637. Current Case Management caseload ratio is 1:86.

An overview was provided on how to access Consumer Services agendas on the VMRC website. From the home page go to Board of Directors/Board Committees/Consumer services and scroll down to the meeting you wish to review.

### 8.2 Case Management update. Cindy Mix shared the following:

- March is National SW Month and Developmental Disabilities Month.
- Hiring of staff continues--

- Many internal promotional opportunities creating Service Coordinator backfills. 2 new 1:25 Specialized caseloads for Deflection team. Educational Specialist, 3 QA Community Services Liaisons,
- Hired Cultural Specialist—Gabriela Lopez, SC from our Modesto office.
- Developing a new adolescent team in Stockton, ages 12 to 17. This will occur when space is available. Major move to occur over the next 2 months.
- Self Determination Program—
  - Person-Centered Planning and IPP meetings continue
  - We have 4 in SDP; 4 working on budgets; 16 working on spending plans; 1 dropped out last week.
  - Michelle Poaster joined the Self Determination team as an SC.
  - Offering monthly SD trainings and PCP trainings. Flyers available.
- 6 POS Disparity public meetings to be held in March. Flyers are available. 10 outreaches.
- Recent meeting held in Sonora with parents. UC Davis speaker. Hope to add UC videos to LMS
- An IHSS training is being planned by Fuezes Unites, a parent group to be held on 3/27 in the boardroom. 9:00 – 5:00. Tickets are \$25 (no refunds) and pre-registration is recommended.
- VMRC had applied for 2 separate grants—one for a FTE position to develop FHAs and another for POS Disparity monies—we were approved for \$100, 000 for process education of interpreters and translation processes. No word on FHA grant.
- We have resurrected the Streamline Committee. Begin meeting in March.
- End of Life Committee continues to work on goals and will be meeting with family member and vendor volunteers.
- Electronic Visit Verification (for IHSS/SLS) implementation has been extended to 2021
- VMRC sent 3 staff to a Leadership Conference last week—Doug Bonnet, Janelle van Dyke, and Danielle Esbit.
- VMRC sending many staff to the Choices Conference on 4/3. Internal deadline—3/3.

## 9.0 **TRANSPORTATION**

Wilma Murray provided the following information regarding transportation.

- We are pretty impacted on all of our contract services. Wilma is in the process of reviewing all of the routes with our vendors to see if we can get consumers into programs that are closer to where they live, should they choose, to avoid having

consumers on long bus rides and contract vendors can pick up more passengers. We are looking also a more use of public transportation.

- Wilma is on many committee meetings with Regional Transit Agencies and they have made comment that they wanted to end travel training. The travel trainer has moved out of state so there have been no referrals. They will NOT be ending this, so we need to continue to making referrals, as there are probably many folks who could use this.
- We have very few unmet transit needs, all many not be ideal but they are out there. We have Van Go! There is also a need in the Lathrop area for transportation, so please contact the City Council to ask for this service. The more comments they received the better it will be. Help Wilma advocate as we have quite a few consumers living in that West Lathrop area.
- Turlock is doing a few changes, expanding routes, changing time lines and fare increase.
- We have the MAC people are interested in connecting service into Manteca. They are working with the City of Manteca and transfer on to RTD.
- RTD is interested in working with us come up with alternatives for our consumers in Day Programs who use public transportation. Possibly dedicating some of their busses for them. They have an arrangement with UCP in Stockton, who provides to and from services and RTD received the fare. The first meeting for that is in two weeks. Wilma has a couple of consumers she wants to pilot the program.
- In January, Stanislaus had received some funds to increase their services to the Escalon, Lathrop & Manteca area. VOGO! Similar to Uber – free of charge. They are currently looking for drivers. Wilma has information for both drivers & riders.

#### 10.0 **NEXT MEETING**

Monday, April 6, 2020, 4:00 p.m., Stockton VMRC office, Cohen Board Room.

The meeting was adjourned at 5:03 p.m.

Recorder: Cindy Strawderman



**VALLEY MOUNTAIN REGIONAL CENTER  
MINUTES OF CONSUMER SERVICES COMMITTEE MEETING  
Monday, April 6, 2020**

=====

**PRESENT:** Douc Bonnet; Dena Pfeifer, Lori Smith her facilitator; Mohammad Rashid; Cindy Mix; Patricia Green; Carlos Hernandez, facilitator; Liz Herrera Knapp; Robert Fernandez; Christine Couch; Angelique Shear; Daime Hoornaert; Lisa Culley; Linda Collins; Emily Grunder; Tara Sisemore Hester; Dena Hernandez; Nicole Weiss; Brian Bennett; Tony Anderson; Margaret Heinz; Gabriella Castilla; Claire Lazaro; Crystal Enyeart

**ABSENT:** Robert Balderama; Wilma Murray

=====

Dena Pfeifer, Chairperson, called the meeting to order at 4:00 p.m.

**1.0 PUBLIC COMMENT**

Dena Hernandez SCDD North Valley Hills office shared the following:

- SCDD North Valley Hills would like to thank all the VMRC staff for all their effort during this time.
- A special thanks to Tony Anderson for his leadership and to Doug Bonnet for keeping everyone connected with the Zoom meetings
- The Self-advocacy Council 6 Leadership Team and the Coalition of Local Area Services Providers Leadership team have done a great job communicating and working together for all. It has been wonderful to collaborate with all of you!
- While this is a difficult time, it is great that we are all working together. SCDD North Valley Hills office is closed, however our staff are still working. Many resources in plain language can be found at [www.scdd.ca.gov](http://www.scdd.ca.gov) and please call us if we can be of any assistance! Thank you!

**2.0 REVIEW OF MINUTES**

**M/S/C (Grunder/ Heinz): Approve the minutes of March 2, 2020 as written.**

**3.0 SAC6 UPDATE**

Crystal Enyeart, SAC6 representative shared the following:

- Our first board meeting was scheduled for March 14. In order to keep everyone healthy and safe from the virus, we cancelled our meeting. Our next scheduled board meeting is June 13.
- We were excited to participate in the transition fairs and POS Disparity meetings, but those had to be cancelled too.
- Right now, we are encouraging self-advocates to be safe and stay healthy.

**4.0 CLASP UPDATE**

Daime Hoornaert shared the following update for CLASP:

- Our last meeting was held via Zoom. We switched up the agenda to discuss COVID-19 to get some feedback from vendors on how they have been affected. The residential services providers were having difficulties having people to come to work. If they had children's homes, some of the School districts Aids did not want to work because they felt they were being paid for not doing work. They were also having difficulties getting supplies. The leadership came together along with CLASP & VMRC and we decided to send out an announcement thru constant contact asking the community partners for donations of critical supplies such as toilet paper, paper towels, gloves, hand sanitizers, PPE's & disinfectant sprays. It was decided the donations would be dropped off at VMRC office in Stockton and Modesto offices and at the ARC of Amador. Once we have enough supplies, Doug was going to send out a notification that the supplies would be available to pick up.
- There was also a big discussion about billing for day programs & residential services providers. Lots of questions on how it was going to work with programs being closed and some residential services providers as some consumers were going home with families. How may days without the consumer in the home for their billing. It was decided that they would be paid for the entire month.
- We also had discussed how day programs could help residential service providers in a collaborative effort. They were suggesting the Day Programs could call care homes, send out resource information for activities and find out what care homes needed and possibly deliver to them.
- There was also talk about the fact that we are providing remote services and receiving the verbal ok from people, regarding the Lanterman act for remote services. The Department directive on requirements waived due to the COVID-19. Quite a few day programs were calling individuals about getting a verbal ok for remote services. Whereas VMRC will send out written confirmation to individuals when IPP meetings are going to happen.

## 5.0 **CONSUMER SERVICES PROJECTS/PRESENTATIONS**

There was no presentation.

## 6.0 **CLINICAL**

Tara Sisemore Hester provided an update on the intake statistics from February & March.

- For the last month, the intakes have gone down in Modesto and in Stockton due to COVID-19. We are monitoring this closely.
- Early Start Services, we have quite a few providers providing services remotely.
- Service Coordinators & Intake Coordinators are working remotely from home. Business as usual, just lower numbers.

## 7.0 **RESOURCE DEVELOPMENT**

Brian Bennett provided the following update:

- Resource Development is really working hard with DDS to identify SURGE programs. Trying to expedite vendorization of Residential Homes in anticipation of needed these vacant beds to serve anyone who may become displaced because of COVID-19. We have vendored 4 NEW Adult Residential Surge Homes as of Friday (total of 18 private bedrooms) and are in the process of vendorizing 9 more homes (an additional 31 private bedrooms) DDS is giving us guidance, that if anyone goes into an emergency room or hospital from a care home. Because of COVID-19 it makes it difficult for that person to go back to their home. So many times DDS is asking us to place them somewhere they can have a private room and be isolated for 14 day. There is possibly an issue with them going back to the home they came from. This is causing us to re think how we are doing thing. We have a lot of needs we are finding out.
- We are continuing to work with all providers to be able to meet these expectations.

Robert Fernandez provided the following update:

- We still have scheduled April 21<sup>st</sup> the HCBS Vendor training at 10:00 a.m. We will offer this as a Zoom for the providers. We have had trainings each month since February.

## 8.0 **QUALITY ASSURANCE**

8.1 **Alerts**: Patricia Green went over the QA report for February 16 thru March 15<sup>th</sup>. There were 21 new alerts for this period. Most of the issues were around delivery of care, record keeping & violation of rights. We are still working with a limited database. However, we are working with a consultant to create a much more comprehensive database. Of the 21 open, we closed 2.

- QA has shifted its focus for the last couple of weeks, away from compliance and more towards education and checking in on our providers. Our CLS's are doing a lot of contract with our providers regarding the isolation policies. We received our first 4 COVID SIR's and we are working on following up with those providers.

Nicole Weiss shared that all care homes are being called twice a week, being asked 10 questions. Some of our agency support staff are completing this. They are reporting any issues to Kioti Fleming, our support staff for QA, who will pass the info onto the CSL for follow-up and assistance.

## 9.0 **CASE MANAGEMENT**

Cindy Mix went over the monthly statistics for case management. She also provided the following information:

- Case Management has been very busy since we last met. We received numerous directives from DDS over the last few weeks:
  - **March 12, 2020:** Guidance for Consumers in a Day Program at High Risk for Serious Illness to Stay Home—SCs reviewed their caseloads and identified those 65+ and those with chronic conditions. The list surpassed 2,500 consumers and all of those were called to ensure they stayed home from program.
  - March 12, 2020: Guidance for Waiving Requirements for In-Person Eligibility, Services, or Individual Program Plan Meetings and Authority to Regional Centers for Health & Safety Waiver Exemptions—we devised a plan to hold remote meetings and complete our work electronically with the necessary documentation. A letter to families was developed to document their agreement to hold meetings by phone, FaceTime, Skype or Zoom.
  - March 12, 2020: Guidance for Regional Centers to Pay Vendors for Absences as a Result of COVID-19—During State of Emergency we were advised that RC were to fund non-residential vendors. RC EDs were given the authority to grant residential rate adjustments.
  - March 18, 2020: Guidance for Regional Center Monitoring Staff and Activities—We were informed of the need for supplemental reporting to DDS of all COVID-19 related costs, POS and Ops. Case Mgt Program Managers were asked to complete an Excel spreadsheet of all additional services provided due to COVID-19. At this point, schools were starting to close and additional services were needed in the family homes. Case mgt staff started contacting those consumers affected by not having services during the day, such as school or program. And, inquiring if additional services were needed during this time.
  - March 18, 2020: Guidance for Flexibility in Provision of Services and Supports for Consumers and Providers—Services could be provided remotely or in alternative locations. Need for public meetings waived w/exception of board meetings. POS Disparity meetings waived, new deadline 8/31. Consumer rights complaints timeline changed from 20 days to 40 days. Audits and program monitoring was postponed. HCBS Self-Assessment extend to 6/30. DSP trainings on hold until 6/30/20. FCPP and ACPF requirements waived.
  - March 20, 2020: Guidance for Fingerprint Clearance and Exemption Transfers—In-home respite workers were waived getting the 1<sup>st</sup> Aid and CPR prior to providing the service for those with no health concerns. Staff could not move their worksite from one facility to another.
  - March 20, 2020: Guidance for Regional Center Requests for Placement into Licensed Residential Settings—RC could no longer place consumers without DDS approval. Approval granted only when absolutely necessary.

- March 23, 2020: Guidance for Visits to Licensed Residential Facilities—Visits limited to medical personnel or govt. agencies.
  - March 23, 2020: Guidance for Immediate Risk Management Strategies for ARFPSHN and ICF/DD-CN
  - March 25, 2020: Guidance for Reporting Incidents Related to COVID-19—Direct contact with someone testing positive , exhibiting symptoms, recommended for testing, tested positive, exhibited symptoms and quarantined.
  - March 25, 2020: Guidance for Eligibility, In-Home Respite Workers and Family Fees—Presumptive eligibility went into place. FCPP and AFPP requirements waived.
  - March 25, 2020: Guidance for Admissions and Discharges from State-Operated Facilities—Denied admissions to and delayed discharge from Porterville, Canyon Springs or STAR homes.
  - March 30, 2020: Joint Guidance on Non-Discrimination in Medical Treatment for COVID-19
  - March 30, 2020: Guidance for Additional Participant-Directed Services—More flexibility given to receive and provide services. More authority over how and by whom services are provided. Categories are: respite, daycare, transportation, nursing, day services, Personal Assistance, ILS, and SE. All go through an FMS vendor, so no separate vendorization needed.
  - April 2, 2020: Extension of Waivers, Modifications and Directives due to COVID-19
- Service Coordinators have been contacting their assigned consumers in phases: first—vulnerable consumers, then those affected by program and school closures and needing additional services, and now all others on the caseload. We continue to make adjustments to IPPs. And, along with that letters to families, addendums, exceptions, and Title 19 must all be completed.
- Since the State of Emergency began, we had 189 POSs approved for 3 and above, 527 requests being processed, and 410 additional POSs generated last week for a total of 1,126 POS's thus far.
- Respite— $165+239=404$
  - PATCH— $336+134=470$
  - SLS— $11+14=25$
  - Personal Assistance— $5+18=23$
  - Daycare— $7+1=8$
  - Homemaker— $1+1=2$

- Nursing Respite—1+1=2
  - RAPID Crisis—1
  - BIS--1
- 
- SLS policy and hours has been adjusted temporarily related to COVID-19. Increased from 39 hours per month to 177. 138 hours per month for loss of day services.
  - We developed a list of all care homes, ICFs, and FHAs. A group of staff are calling the homes twice weekly asking COVID-19 related questions. Supply lists are being developed and deliveries to occur as supplies are available.

Christine Couch provided the following information regarding the Fair Hearing update as of March 18, 2020:

- We have 3 open Lanterman eligibility cases. Two are for adults and one is for a child. Two are pending an informal meeting and the third is ready for state level hearing. **4/6/2020 update:** There was one informal today and it will go to state hearing, so we will have 2 state level hearings coming up. Currently OAH is not doing meetings or over the phone and they keep getting postponed. Currently we are scheduling for June.
- We have 2 open service cases. One we have submitted a motion to dismiss as the service being appealed came after the consumer was found not eligible for regional center services. The other is for funding SPED attorney fees. **4/6/2020 Update:** There is a 3<sup>rd</sup> case that has been added. This is for Medicaid Waiver institutional deeming for a 3 year old, so that is getting ready to go to informal.

## 10.0 TRANSPORTATION

Wilma Murray was not available; however, Cindy Strawderman read her update:

- All contract services are stopped and the public systems are running on their holiday schedules or modified schedules – making it hard for consumers who work but we’re finding ways to adopt work schedules or different routes or public services.
- The City of Turlock is offering free Dial A Ride rides for seniors for early morning shopping – the flyer is attached.
- Calaveras Transit is running service as a demand only. People can call to make a reservation for pick-up and drop-off. Phone number is 209-754-4450.
- Stanislaus Regional Transit is offering free rides as of April 1<sup>st</sup> on most of their regular bus lines! Shuttles and ADA are not included in that.
- San Joaquin Regional Transit is not enforcing fare collection on their regular bus lines but they are running on weekend schedules. VanGo and Dial A Ride are excluded from the fare waiver.

Mohammad Rashid provided an update that Modesto Area Express is also not charging any of their passengers.

**11.0 NEXT MEETING**

Monday, May 4, 2020, 4:00 p.m., via Zoom.

<https://zoom.us>

Meeting ID: 995 4397 6344

Password: 692528

Call in number: 669 900 6833

The meeting was adjourned at 4:48 p.m.

Recorder: Cindy Strawderman

## RESPITE ASSESSMENT

Date: \_\_\_\_\_

Person Completing Form: \_\_\_\_\_

Consumer: \_\_\_\_\_

UCI# \_\_\_\_\_

Qualifying Diagnosis: \_\_\_\_\_

Please objectively evaluate the consumer using the following guidelines. Choose the most appropriate number under each heading. If the need is not best represented by any of the given options, consult your PM. Consumer's IPP should support your scoring selections. **Assessment is to be completed with family and/or caregiver:**

**I. AGE OF CONSUMER(S)**

- 0 3 – 5 years
- 3 6 – 12 years
- 5 13 – 17 years
- 7 18 and over

Score

**II. ACTIVITIES OF DAILY LIVING** (Compare with non-disabled peers in consumer's age group for dressing, eating, grooming, toileting, etc...)

- 0 No special care.
- 1 Daily supervision.
- 2 Daily hands-on assistance.
- 5 Total care in some aspect of activities of daily living.
- 7 Total care

Score

**III. MOTOR ABILITY** (Ability to walk, sit, need for wheelchair(s), walker, assistance or total care for transferring or positioning, as it impacts the level of supervision or care needs at home and in the community):

- 0 Independent with *no equipment* at home and in community w/ minimal care needs.
- 1 Independent *with equipment* at home or community w/minimal care needs.
- 2 Independent with *equip or chair(s)* at home or community w/moderate care needs.
- 3 Independent with *equip/chairs/lifting required* at home or community w/moderate care needs.
- 5 Not independently mobile with equip at home and community; needs constant care.
- 6 Not mobile, requires total care and repositioning every 2 hours.

Score

**IV. SCHOOL / CHILD CARE / DAY PROGRAM ATTENDANCE** Based on year around average (180 days of school, 6 hours/day = 20 hours week)

- 0 More than 20 hours per week.
- 1 11 to 20 hours per week.
- 2 5 to 10 hours per week.
- 3 Chooses not to attend; home all day.
- 4 Home schooled by parental choice
- 5 Unable to attend or refuses to attend due to behavior, medical, or safety concerns; home all day (home/hospital instruction up to 5 hrs/week)

Score



**V. MEDICAL NEEDS and Impact on Supervision or Care:**

- 0 No health problems (stable with preventative and routine care).
- 2 Minimal mental or physical health **diagnosis** (stable w/ongoing medication).
- 4 Moderate mental or physical health **diagnosis** (stable w/ ongoing medication and continuing f/up care).
- 6 Major Mental or physical Health **diagnosis** (constant monitoring by health professionals)

Score

Explain need for a value of 4 or 6:

**VI. BEHAVIORAL NEEDS**

**Disruptive Social; Aggressive; Self-Injurious; Destruction; Emotional Outbursts:**

**Note:** Score an additional point if behavior support **services** are in place to address behaviors **in the home**

**For a score of 7, CDER must reflect scores of 1 for at least 3 behaviors.**

- 0 Behaviors are appropriate for age.
- 1 Behaviors are easily redirected most of the time.
- 3 Behavioral excesses require frequent redirection and is not always successful.
- 5 Behavioral excesses unresponsive to redirection; requires intervention and *close* supervision.

**CDER Score of 2 or less for at least 2 behaviors (Specify):**

- 7 Behavioral excesses more often than weekly; require intervention and *constant* supervision.

**CDER Score of 1 for at least 3 behaviors (Specify):**

- 9 Behavioral excesses daily and individual or care providers health/safety risk exists due to severity of behavior excess

**CDER Score of 1 for at least 3 behaviors (Specify):**

**\*If behavior exists, i.e. isolation, but does not affect respite needs, SC to pursue services to target.**

**VII. SUPERVISION IN COMMUNITY**

**Note:** Score an additional point if behavior support services are in place to address behaviors of elopement/wandering and/or disruptive behavior

- 0 Able to participate safely in the community outings with age appropriate level of supervision
- 1 May require some redirection and prompting for safety in community and behaviors are easily redirected most of the time.
- 3 Frequently requires redirection and redirection is not always successful requires line of sight supervision in the community.
- 5 Unresponsive to redirection and requires intervention and close supervision within arms reach in the community
- 7 High potential health and safety risk in the community requiring constant supervision

Score

**VIII. SAFETY AWARENESS/SUPERVISION AT HOME** (safety awareness/supervision needs maybe reflection of individual's focus/impulsivity/hyperactivity, or supervision due to intensive medical needs)

**Note: Score an additional point if behavior support services are in place to address behaviors in the home**

- 0 Able to maintain own safety independently or the safety needs are not atypical for age.
- 2 Requires a responsible person/caregiver to be present when at home (not in the same room).
- 4 Requires line of sight supervision in order to maintain safety at home
- 6 Requires arms distance or hands on supervision at home to ensure health and safety of individual and others.

\*Review for referral of services to target behavior

Score

**IX. SPECIAL CIRCUMSTANCES: Score 7 for anyone in the first group; 5 for anyone in the second group; and, 3 for anyone in the third group.**

Combined  
Score

Group 1 (Score 7 for one circumstance and 4 for each additional circumstance)

- ☐ Caregiver has chronic or ongoing illness that affects providing of care and supervision (doctor's verification required)
- ☐ Caregiver has acute or short term illness (doctor's verification required)
- ☐ Family member in the home has acute illness or health crisis (doctor's verification required)
- ☐ Caregiver has physical or mental disability or is a Regional Center Individual (doctor's verification required if disability is not evident)
- ☐ Caregiver has advancing age-related decline
- ☐ Multiple children with disabilities in the home needing respite
- ☐ Single parent (not shared custody situations)/caregiver
- ☐ Death of parent/caregiver or child in the household within last year
- ☐ Unable to access IHSS

Group 2 (Score 5 for one circumstance and 2 for any additional circumstances)

- ☐ Birth or adoption within period of previous 6 months
- ☐ Health crisis of an extended family member where primary care giver is providing care
- ☐ Intermittent Single Parent (spouse periodically absent (i.e. spouse travels frequently for work, or is in military)
- ☐ Loss of adult caregiver (includes siblings) within period of previous 6 months

Group 3 (Score 3).

- ☐ Dependent adult in home that is not an adult child of the caregiver(s)

Group 4 (Score 2 for this circumstance)

- ☐ Two parent/caregiver household with two or more dependent minors (no disabilities)

### ADDITIONAL CONSIDERATIONS

- ☐ The consumer requires intensive medical monitoring or care including gastrostomy or nasal-gastric feedings, frequent suctioning, ventilator care, tracheostomy care and monitoring constant intravenous therapy or has multiple medical conditions requiring constant vigilance; may be eligible for nursing respite.
- ☐ Generic Resources are available for the family. These include natural (extended family) and generic supports: EPSDT, NF Waiver, school programs and after school programs, parenting classes or HOBPT/BIS, etc, IHSS, FR&R (ie for day care). Please describe: \_\_\_\_\_
- ☐ Is the consumer able to be at home unsupervised for 4 hours or more?

If any of the boxes are checked or if the answer to either of the questions is "yes," consult your Program Manager.

**Comments:**

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Other circumstances that affect the need for additional respite (Request to be forwarded to the Expanded Planning Team and VMRC POS Exception Committee):

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**Justification for a One-Person Rate:** Applies if there is more than one consumer in the family that requires respite services. Any of the following situations will justify a One-Person Rate (indicate reason in IPP objective and Comment Section of POS):

- ☐ Overall assessment score is 30-35
- ☐ Significant behaviors of one or more minor or adult siblings (score is 7 in Section VI)
- ☐ Significant medical needs of one or more minor or adult siblings (score is 6 in Section V)
- ☐ 1:1 supervision ratio is required in the school or day program setting
- ☐ Multiple minor or adult siblings with disabilities in a single-parent home
- ☐ Disparate needs of siblings

## RESPITE ASSESSMENT SUMMARY SCORE SHEET

Consumer: \_\_\_\_\_

SC/SSC: \_\_\_\_\_

Date: \_\_\_\_\_

- |   |                |
|---|----------------|
| I. <b>Age of Consumer(s)</b>  | <b>Score:</b>  |
| II. <b>Activities of Daily Living</b>                                       | <b>Score:</b>  |
| III. <b>Motor Ability</b>   | <b>Score:</b>  |
| IV. <b>School / DP Attendance</b>   | <b>Score:</b>  |
| V. <b>Medical Needs</b> (A value of 4 or 6 requires an explanation of need) | <b>Score:</b>  |
| VI. <b>Behavioral Needs</b>   | <b>Score:</b>  |
| VII. <b>Supervision needs in Community</b>                                  | <b>Score:</b>  |
| VIII. <b>Safety Awareness/Supervision at Home</b>                           | <b>Score:</b>  |
| IX. <b>Special Circumstances:</b>   |                |
| Group 1 Score:  | Group 2 Score: |
| Group 3 Score:  | Group 4 Score: |
| Special Circumstances Combined Score:                                       |                |

**TOTAL SCORE:**

Total Score

**Family Preference:**☐

In-Home Respite

☐

Out-of-Home Respite

☐Combination of In-Home and Out-of-Home**In-Home Respite/Hourly Rate:**

0-5 points	Routine supervision
6-10 points	12 hours per month
11-15 points	16 hours per month
16-19 points	18 hours per month
20-24 points	20 hours per month
25-29 points	24 hours per month
30-35 points	30 hours per month
<b>36-40 points</b>	<b>35 hours per month</b>

(Respite Tool Assessment- Draft 11/27/19)

41-45 points	40 hours per month
46-50 points	45 hours per month
51+ points	Expanded Planning Team/POS Exception Committee decision

**Out-of-Home/Daily Rate** (24-hour increments)

0-6 points	Routine supervision
7-20 points	12 days per year
21-35 points	18 days per year
36 + points	24 days per year

**Combination of In-Home Respite and Out-of-Home (OOH) Respite:**

0-5 points	Routine supervision
6-10 points	6 hrs per month In-Home & 6 days per year OOH
11-15 points	8 hrs per month In-Home & 6 days per year OOH
16-19 points	9 hrs per month In-Home & 10 days per year OOH
20-24 points	10 hrs per month In-Home & 10 days per year OOH
25-29 points	12 hrs per month In-Home & 11 days per year OOH
30-35 points	15 hrs per month In-Home & 12 days per year OOH
36-40 points	20 hrs per month In-Home & 15 days per year OOH
41-44 points	25 hrs per month in Home & 15 days per year OOH
45-50 points	30 hrs per month in Home & 15 days per year OOH
51+ points	Expanded Planning Team/POS Exception Committee decision

The regional center may grant an exception for the respite limits if it is demonstrated that the intensity of the consumer's care and supervision needs are such that additional respite is necessary to maintain the consumer in the family home, or there is an extraordinary event that impacts the family member's ability to meet the care and supervision needs of the consumer.

When issue is going to Expanded Planning Team/POS Exception Committee decision- SC will complete Schedule Form with family documenting the hours available for support in each category: school + transportation hrs, day program + transportation hours, IHSS hrs, EPSDT hrs, other services hours, day care hours, sleep average hrs, respite hrs, calculating the total hours per month the individual receives services. After such calculation, determine the remaining hours in the month and then calculate 20% of that remaining time. This would be the amount of respite services. If this amount is less than 45 hours then respite eligibility would default to 45 hours/month of in-home respite.

# Contract Board Approval Report

Contracts Expiring:  
5/31/2020

VendorNumber	VendorName	SrvCode	VendorCategory
PV1282	Communication Station	116	Early Start Specialized Therapeutic Services

## Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$2,227,938	6/1/2019	5/31/2020	Brian Bennett	RD

## Rate

\$123.74/hr-Home Visits; \$163.01/discipline-Intake Elig Evals & Clinical Spec Assmts; \$190.17/Intake Elig Eval w/Family Assmt; \$277.11 per SI Eval; \$0.505/mile-Home Visits

## Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	5.11%
\$2,341,823	6/1/2020	5/31/2021	Auto Renew Amend	Increase NTE\$		

## PropRate

\$123.74/hr-Home Visits; \$163.01/discipline-Intake Elig Evals & Clinical Spec Assmts; \$190.17/Intake Elig Eval w/Family Assmt; \$277.11 per SI Eval; \$0.505/mile-Home Visits

VendorNumber	VendorName	SrvCode	VendorCategory
SV0028	Community Anchor Services SLS	896	Supported Living Services

## Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$200,000	6/1/2019	5/31/2020	Brian Bennett	RD

## Rate

\$31.52 per hour

## Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	31.78%
\$263,568	6/1/2020	5/31/2022	Auto Renew Amend	Increase NTE\$		

## PropRate

\$31.52 per hour

VendorNumber	VendorName	SrvCode	VendorCategory
HV0347	OpenDoor Services Tracy CITP	55	Community Integration Training Program

## Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$868,217	6/1/2019	5/31/2020	Brian Bennett	RD

## Rate

\$88.45/cons/day

## Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$868,217	6/1/2020	5/31/2021	Auto Renewal	Extend Contract		

## PropRate

\$88.45/cons/day

# Contract Board Approval Report

Contracts Expiring:  
5/31/2020

VendorNumber	VendorName	SrvcCode	VendorCategory
HV0395	OpenDoor Services Stockton BMP	515	Behavior Management Program

## Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$2,091,972	6/1/2019	5/31/2020	Brian Bennett	RD

## Rate

\$90.40/cons/day (DDS-set rate)

## Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	8.05%
\$2,260,364	6/1/2020	5/31/2021	Auto Renew Amend	Increase NTE\$		

## PropRate

\$90.40/cons/day (DDS-set rate)

VendorNumber	VendorName	SrvcCode	VendorCategory
HV0122	OpenDoor Services Modesto BMP	515	Behavior Management Program

## Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$1,097,588	6/1/2019	5/31/2020	Brian Bennett	RD

## Rate

\$92.73/cons/day (DDS-set rate)

## Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	14.50%
\$1,256,698	6/1/2020	5/31/2021	Auto Renew Amend	Increase NTE\$		

## PropRate

\$92.73/cons/day (DDS-set rate)

VendorNumber	VendorName	SrvcCode	VendorCategory
HV0138	OpenDoor Services Modesto CITP	55	Community Integration Training Program

## Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$873,708	6/1/2019	5/31/2020	Brian Bennett	RD

## Rate

\$88.78/cons/day

## Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	8.20%
\$945,350	6/1/2020	5/31/2021	Auto Renew Amend	Increase NTE\$		

## PropRate

\$88.78/cons/day

# Contract Board Approval Report

Contracts Expiring:  
5/31/2020

VendorNumber	VendorName	SrvCode	VendorCategory
HV0137	OpenDoor Services Stockton CTP	55	Community Integration Training Program

## Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$2,198,350	6/1/2019	5/31/2020	Brian Bennett	RD

## Rate

\$89.08 per day of actual attendance

## Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$2,198,350	6/1/2020	5/31/2021	Auto Renewal	Extend Contract		

## PropRate

\$89.08 per day of actual attendance

VendorNumber	VendorName	SrvCode	VendorCategory
HV0479	OpenDoor Services, Inc. Manteca CTP	55	Community Integration Training Program

## Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$538,095	6/1/2019	5/31/2020	Brian Bennett	RD

## Rate

\$86.51 per consumer per day

## Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	22.65%
\$660,000	6/1/2020	5/31/2021	Auto Renew Amend	Increase NTE\$		

## PropRate

\$86.51 per consumer per day

VendorNumber	VendorName	SrvCode	VendorCategory
HV0466	OpenDoor Services, Inc. Manteca BMP	515	Behavior Management Program

## Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$380,242	6/1/2019	5/31/2020	Brian Bennett	RD

## Rate

\$88.12 per consumer, per day (DDS Set rate)

## Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	52.26%
\$578,948	6/1/2020	5/31/2021	Auto Renew Amend	Increase NTE\$		

## PropRate

\$88.12 per consumer, per day (DDS Set rate)



# Contract Board Approval Report

Contracts Expiring:  
5/31/2020

VendorNumber	VendorName	SrvCode	VendorCategory
PV1291	Steps Intervention Services	116	Early Start Specialized Therapeutic Services

## Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$656,921	6/1/2019	5/31/2020	Brian Bennett	RD

## Rate

\$123.36/hr-Home Visits; \$163.01/discipline-Intake Elig Evals & Clinical Specialist Assmt; \$190.17/Intake Elig Eval w/Family Assmt; \$0.505/mile-Home Visits

## Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	9.60%
\$720,000	6/1/2020	5/31/2021	Auto Renew Amend	Increase NTE\$		

## PropRate

\$123.36/hr-Home Visits; \$163.01/discipline-Intake Elig Evals & Clinical Specialist Assmt; \$190.17/Intake Elig Eval w/Family Assmt; \$0.505/mile-Home Visits

VendorNumber	VendorName	SrvCode	VendorCategory
PA0337	Trust Management Services	34	Money Management

## Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$647,349	6/1/2019	5/31/2020	Brian Bennett	RD

## Rate

10% of a consumer's cash receipts, NTE to \$44/mo/cons

## Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	4.62%
\$677,283	6/1/2020	5/31/2021	Auto Renewal	Increase NTE\$		

## PropRate

10% of a consumer's cash receipts, NTE to \$44/mo/cons

VendorNumber	VendorName	SrvCode	VendorCategory
H29312	UCP San Joaquin Creative Interventions	116	Early Start Specialized Therapeutic Services

## Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$1,608,582	6/1/2019	5/31/2020	Claire Lazaro	RD

## Rate

\$124.11/hr Home Visits; \$217.34/hr Foothills Home Visits; \$163.01/discip-Intake Elig Evals; \$190.17/eval-Intake Elig Eval w/Family Asmt; \$163.01/asmt for indiv clinical asmts; \$277.11/SI Eval; \$0.505/mile in valley

## Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$1,608,582	6/1/2020	5/31/2021	Auto Renewal	Extend Contract		

## PropRate

\$124.11/hr Home Visits; \$217.34/hr Foothills Home Visits; \$163.01/discip-Intake Elig Evals; \$190.17/eval-Intake Elig Eval w/Family Asmt; \$163.01/asmt for indiv clinical asmts; \$277.11/SI Eval; \$0.505/mile in valley

# Contract Board Approval Report

Contracts Expiring:  
5/31/2020

VendorNumber	VendorName	SrvCode	VendorCategory
H29413	UCP San Joaquin In-Home Respite	862	In-Home Respite Services Agency

## Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$435,418	6/1/2019	5/31/2020	Brian Bennett	RD

Rate  
\$32.79/hr-1 cons (DDS-set rate), \$17.40/cons/hr-2 cons; \$14.21/cons/hr-3 cons; \$0.575 per eligible mile.

## Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$435,418	6/1/2020	5/31/2021	Auto Renewal	Extend Contract		

PropRate  
\$32.79/hr-1 cons (DDS-set rate), \$17.40/cons/hr-2 cons; \$14.21/cons/hr-3 cons; \$0.575 per eligible mile.

VendorNumber	VendorName	SrvCode	VendorCategory
HV0009	UCP San Joaquin Hammer Ranch ADC II	510	Adult Development Center

## Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$1,650,445	6/1/2019	5/31/2020	Brian Bennett	RD

Rate  
\$82.30/cons/day = \$1.68/hr Non-mobile supplement

## Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$1,650,445	6/1/2020	5/31/2021	Auto Renewal	Extend Contract		

PropRate  
\$82.30/cons/day = \$1.68/hr Non-mobile supplement

VendorNumber	VendorName	SrvCode	VendorCategory
H29232	UCP San Joaquin Manteca ADC I	510	Adult Development Center

## Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$693,956	6/1/2019	5/31/2020	Brian Bennett	RD

Rate  
\$77.65/cons/day + \$1.68/hr Non-mobile supplement

## Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	3.75%
\$720,000	6/1/2020	5/31/2021	Auto Renew Amend	Increase NTE\$		

PropRate  
\$77.65/cons/day + \$1.68/hr Non-mobile supplement

# Contract Board Approval Report

Contracts Expiring:  
5/31/2020

VendorNumber	VendorName	SrvcCode	VendorCategory
HV0264	UCP San Joaquin Program Without Walls	55	Community Integration Training Program

## Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$615,950	6/1/2019	5/31/2020	Brian Bennett	RD

## Rate

\$88.65 per consumer per day of actual attendance

## Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	3.90%
\$640,000	6/1/2020	5/31/2021	Auto Renew Amend	Increase NTE\$		

## PropRate

\$88.65 per consumer per day of actual attendance

VendorNumber	VendorName	SrvcCode	VendorCategory
S29405	UCP San Joaquin SAIL	896	Supported Living Services

## Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$681,072	6/1/2019	5/31/2020	Brian Bennett	RD

## Rate

\$34.75/hr; + \$45.17 outside S.J. County

## Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	2.78%
\$700,000	6/1/2020	5/31/2021	Auto Renew Amend	Increase NTE\$		

## PropRate

\$34.75/hr; + \$45.17 outside S.J. County

VendorNumber	VendorName	SrvcCode	VendorCategory
HV0398	UCP San Joaquin Applied Abilities Program (AAP)	515	Behavior Management Program

## Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$392,218	6/1/2019	5/31/2020	Brian Bennett	RD

## Rate

\$89.45/cons/day (DDS-set rate); non-mobile rate of \$1.68 per consumer per hour

## Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$392,218	6/1/2020	5/31/2021	Auto Renewal	Extend Contract		

## PropRate

\$89.45/cons/day (DDS-set rate); non-mobile rate of \$1.68 per consumer per hour

# Contract Board Approval Report

Contracts Expiring:  
5/31/2020

VendorNumber	VendorName	SrvcCode	VendorCategory
HV0418	UCP San Joaquin Applied Abilities Program (AAP)	55	Community Integration Training Program

## Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$711,520	6/1/2019	5/31/2020	Brian Bennett	RD

## Rate

\$85.37/cons/day

## Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	1.89%
\$725,000	6/1/2020	5/31/2021	Auto Renew Amend	Increase NTE\$		

## PropRate

\$85.37/cons/day

VendorNumber	VendorName	SrvcCode	VendorCategory
HV0159	UCP San Joaquin Stockton ADC III	510	Adult Development Center

## Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$1,007,825	6/1/2019	5/31/2020	Brian Bennett	RD

## Rate

\$75.35/cons/day + \$1.68/hr Non-mobile supplement

## Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	2.17%
\$1,029,738	6/1/2020	5/31/2021	Auto Renew Amend	Increase NTE\$		

## PropRate

\$75.35/cons/day + \$1.68/hr Non-mobile supplement

# Contract Board Approval Report

Contracts Expiring:  
6/30/2020

VendorNumber	VendorName	SrvcCode	VendorCategory
HV0498	Bright Futures #3	113	Specialized Residential Facility (Habilitation)-DSS-Lice

## Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$815,498	7/1/2019	6/30/2020	Brian Bennett	RD

## Rate

\$15,851.30 per consumer, per month, inclusive of SSI

## Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$815,498	7/1/2020	6/30/2021	New Contract	Extend Contract		

## PropRate

\$15,851.30 per consumer, per month, inclusive of SSI

VendorNumber	VendorName	SrvcCode	VendorCategory
HV0427	Bright Futures 1	113	Specialized Residential Facility (Habilitation)-DSS-Lice

## Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$828,475	7/1/2019	6/30/2020	Brian Bennett	

## Rate

\$15,978.50 per cons per mo, inclusive of SSI

## Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	7.98%
\$894,548	7/1/2020	6/30/2021	New Contract	Increase NTE\$		

## PropRate

\$15,978.50 per cons per mo, inclusive of SSI

VendorNumber	VendorName	SrvcCode	VendorCategory
HV0428	Bright Futures 2	113	Specialized Residential Facility (Habilitation)-DSS-Lice

## Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$818,160	7/1/2019	6/30/2020	Brian Bennett	RD

## Rate

Neg Rate \$15,851.31 cons/mo inclusive of SSI

## Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	8.40%
\$886,916	7/1/2020	6/30/2021	New Contract	Increase NTE\$		

## PropRate

Neg Rate \$15,851.31 cons/mo inclusive of SSI

# Contract Board Approval Report

Contracts Expiring:  
6/30/2020

VendorNumber	VendorName	SrvCode	VendorCategory
HV0448	Khan Guest Home LLC	113	Specialized Residential Facility (Habilitation)-DSS-Lice

## Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$847,522	7/1/2019	6/30/2020	Brian Bennett	RD

## Rate

\$12,736.38/cons/mo, inclusive of SSI

## Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$847,522	7/1/2020	6/30/2021	Auto Renewal	Extend Contract		

## PropRate

\$12,736.38/cons/mo, inclusive of SSI

VendorNumber	VendorName	SrvCode	VendorCategory
HV0472	Shadman House	113	Specialized Residential Facility (Habilitation)-DSS-Lice

## Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$817,418	7/1/2019	6/30/2020	Brian Bennett	RD

## Rate

\$15,851.30 per consumer, per month, inclusive of SSI

## Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	8.50%
\$886,916	7/1/2020	6/30/2021	Auto Renew Amend	Increase NTE\$		

## PropRate

\$15,851.30 per consumer, per month, inclusive of SSI

VendorNumber	VendorName	SrvCode	VendorCategory
HV0446	STEPS Home Omelagah, Inc.	113	Specialized Residential Facility (Habilitation)-DSS-Lice

## Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$817,418	7/1/2019	6/30/2020	Brian Bennett	RD

## Rate

\$15,851.30 per consumer per month, inclusive of SSI

## Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	8.50%
\$886,916	7/1/2020	6/30/2021	Auto Renew Amend	Extend Contract		

## PropRate

\$15,851.30 per consumer per month, inclusive of SSI

**Valley Mountain Regional Center  
POS Independent Contractor Contract**

This POS Independent Contractor Contract ("Contract") is entered into this 1<sup>st</sup> day of July, 2020, in the City of Stockton, County of San Joaquin, State of California, by and between Valley Mountain Regional Center, Inc. ("Center") and Candice Bright dba "Bright Futures" ("Contractor"). Each party to this Contract shall be referred to individually as "Party" and collectively as "Parties." This Contract shall be effective on and after the date in which both Parties sign it ("Effective Date").

**RECITALS**

- A. WHEREAS, pursuant to Section 4648 of the California Welfare and Institutions Code ("W&I Code"), Center is authorized to, pursuant to Vendorization or a contract, purchase services or supports for its Consumers from any individual or agency which Center determines will best accomplish all or any part of its Consumers' program plans;
- B. WHEREAS, Title 17 of the California Code of Regulations ("Title 17") permits the establishment of service contracts for the provision of Vendored services;
- C. WHEREAS, Contractor is currently Vendored by Center to provide the Services described in Exhibit A for Center's Consumers;
- D. WHEREAS, Center and Contractor desire to define the terms and conditions pursuant to which Contractor will provide the Services described in Exhibit A to Center's Consumers;
- E. NOW, THEREFORE, for valuable consideration, including the promises and payments described herein, the Parties agree as follows:

**AGREEMENT**

- 1. **Truth of Recitals and Representations.** The Parties hereby acknowledge the truth of the Recitals set forth above, and agree that the facts recited are conclusively presumed to be true as between the Parties and their successors in interest pursuant to Section 622 of the California Evidence Code. Contractor further affirms that all fiscal and other documentation submitted to Center in conjunction with the negotiation and preparation of this Contract, and Contractor's Vendorization, is complete and accurate to the best of Contractor's knowledge, supported by records and source documents, prepared in accordance with all instructions provided by Center and all applicable laws, and subject to review pursuant to any audit by Center, the State of California Department of Developmental Services, and/or any other agency of the State of California or the Federal Government, as permitted by law.
- 2. **Definitions.** The definitions set forth in the W&I Code and Title 17 shall apply to this Contract. The following terms, some of which are taken therefrom, are specifically utilized in this Contract.
  - A. "Consumer" means an individual who has been determined by Center to meet the eligibility criteria of W&I Code Section 4512(a) and Sections 54000, 54001 and 54010 of Title 17, and for whom Center has accepted responsibility to provide services.
  - B. "DDS" means the State of California Department of Developmental Services.
  - C. "Individual Program Plan" or "IPP" means a written plan that is developed by Center's Planning Team in accordance with the provisions of W&I Code Sections 4646 and 4646.5.

- D. "Individual Service Plan" or "ISP" means an individualized plan generated for each Consumer to detail exactly how to meet the goals set forth in the IPP.
  - E. "Internal Grievance Procedure" means the written set of procedures, established pursuant to W&I Code Section 4705(a), a vendor uses to achieve the communication and resolution of Consumer dissatisfaction.
  - F. "Planning Team," also known as Interdisciplinary (ID) Team, means the group of persons convened in accordance with the W&I Code Section 4646 for the purpose of preparing a Consumer's IPP.
  - G. "Record" means any book, document, writing, whether tangible, or in an electronic format, evidencing operational, financial or service activities of a service provider such as Contractor, or Center, or pertaining to the service program and/or the provision of services to persons with developmental disabilities.
  - H. "Service" means assistance provided and duties performed by a Vendor for a Consumer, as described in Exhibit A.
  - I. "Service Coordinator" means the individual specified in W&I Code Section 4648(a) as the person with the responsibility for implementing, overseeing, and monitoring a Consumer's IPP and for maintaining the Consumer's case management or service coordination file. Service Coordinator is synonymous with Center case manager, counselor or client program coordinator.
  - J. "Service Design," also known as Program Design, means a written description of the service delivery capabilities and orientation developed, maintained, and implemented by a Vendor in compliance with the rules and regulations.
  - K. "Special Incident Report" is the documentation prepared by Vendor staff or long-term health care facility staff detailing a special incident and provided to Center and appropriate law enforcement authorities.
  - L. "Vendor" means an applicant which has been given a Vendor identification number and has completed the Vendorization process set forth in Section 54302, *et seq.* of Title 17.
  - M. "Vendorization" means the process used to:
    - 1) Verify that an applicant meets all of the requirements and standards pursuant to Section 54320 of Title 17 prior to the provision of Services to Consumers; and,
    - 2) Assign Vendor identification numbers, service codes and sub-codes, for the purpose of identifying Vendor expenditures.
3. **Purpose of Contract.** The purpose of this Contract is to outline the obligations and duties of Contractor in providing the Services described in Exhibit A to Consumers and the means and process by which Contractor shall be compensated for said Services.
4. **Term of Contract.** This Contract shall commence on the 1<sup>st</sup> day of July, 2020 ("Commencement Date"), and shall terminate at midnight on the 30<sup>th</sup> day of June, 2021 ("Termination Date"), unless renewed by the Parties, or terminated earlier, pursuant to the terms of this Contract. Center shall not be required to compensate Contractor for Services performed by Contractor prior to Contractor's receipt of a written Authorization to Purchase Services from Center or subsequent



to termination of this Contract, and any Services performed subsequent to termination of this Contract shall not be construed as a renewal of this Contract.

- A. Automatic Renewal of Contract. On the Termination Date, this Contract shall automatically renew for a one (1) year period ("Renewal Period"), on the same terms and conditions contained herein, including, but not limited to, the rate to be paid by Center for Contractor's Services, unless: (1) no later than sixty (60) days before the Termination Date, a Party gives written notice to the other Party of the intent to terminate the Contract on the Termination Date; or (2) this Contract is terminated pursuant to Section 4(B) below. If this Contract is automatically renewed pursuant to this Section, Center shall send a written confirmation to Contractor within thirty (30) days of the originally scheduled Termination Date. This Contract can be renewed pursuant to this provision for a maximum of five (5) years from the original Commencement Date. For automatic renewal to occur, the process set forth in this Section must be followed each year until this Contract is terminated. Automatic renewal of this Contract for one (1) or more years does not guarantee renewal for any subsequent year. If either Party desires to modify any of the terms of this Contract during a Renewal Period, that Party shall send a written request for a meeting to discuss the proposed modification(s). Any modification to this Contract during the renewal process, or otherwise, shall be set forth in a written amendment signed by both Parties. No oral representation by the Parties or their representatives shall be effective to renew this Contract.
- B. Early Termination of Contract by Center. Center may terminate this Contract prior to the date set forth in this Section 4 should Center, DDS or the State of California determine that Contractor has failed to comply with any provision of this Contract, failed to comply with the written Authorization to Purchase Services, and/or failed to comply with any applicable Federal, State or local law or regulation, including, but not limited to, those which govern the provision of Services to persons with developmental disabilities. Should Center, DDS or the State of California determine that termination of this Contract is appropriate, Center shall provide Contractor with a written notice of termination describing the reason for termination ("Center's Notice of Termination"). This Contract shall be deemed terminated thirty (30) days following delivery of Center's Notice of Termination ("Termination Date"). Center's Notice of Termination shall be deemed delivered on the date that it is either mailed via certified mail, return receipt requested, or personally delivered to Contractor. Termination may occur without notice, or with less than thirty (30) days' notice, if Center determines that either: the results of any evaluation of Contractor's Service delivery warrant termination without notice or with notice of less than thirty (30) days, or Contractor's Service delivery contributes to life-threatening dangers to, or has resulted in abuse of, a Consumer.
- C. Early Termination of Contract by Contractor. Should Contractor determine that termination of this Contract is appropriate, Contractor shall provide Center with a notice of termination describing the reason for termination ("Contractor's Notice of Termination"). This Contract shall be deemed terminated thirty (30) days following delivery of Contractor's Notice of Termination, unless Contractor specifies in its Notice of Termination that termination shall be effective at a later date ("Termination Date"). Contractor's Notice of Termination shall be deemed delivered on the date that it is either mailed via certified mail, return receipt requested, or personally delivered to Center.

- D. Termination of Contract by Either Party Without Cause. Notwithstanding Sections 4(A), 4(B) or 4(C) of this Contract, this Contract may be terminated by either Party without cause upon ninety (90) days written notice to the other Party, or as mutually agreed.
  - E. No Payment for Services Performed After Termination Date. On and after the Termination Date, Contractor shall not conduct any further activities under this Contract and Center's obligation to pay Contractor pursuant to this Contract shall cease. Any expenses incurred by Contractor following the Termination Date will not be reimbursed pursuant to this Contract. If Contractor performed Services prior to the Termination Date that are reimbursable pursuant to the terms of this Contract, Contractor shall deliver a final claim form within ten (10) business days of the Termination Date. Center shall reimburse Contractor for those Services that were legitimately performed prior to the Termination Date.
  - F. Compliance With Laws Upon Termination. In the event of termination, Center and Contractor shall comply with all applicable Federal, State and local laws and regulations, including, but not limited to, W&I Code Sections 4502, 4646, 4646.4, 4648, 4710 and 4741.
5. **Referral of Consumers.** Center's case management staff may refer Consumers to Contractor, as it deems appropriate, through Contractor's designee. Contractor acknowledges and agrees that Center is not obligated to refer any particular number of Consumers to Contractor, or any Consumers at all, and that this Contract is not intended to, nor shall it constitute a guarantee or vested right to have any particular Consumer, or any number of Consumers referred, assigned, transferred or sent to Contractor for Services. Contractor further acknowledges and agrees that Center shall not be liable to Contractor, for any cause of action, in law or equity, including, but not limited to, breach of contract or breach of the implied covenant of good faith and fair dealing, if Center does not refer, assign, transfer or send any particular Consumer, or any number of Consumers to Contractor for Services. Contractor further acknowledges and agrees that it shall not interfere with or limit Center's right under the W&I Code and Title 17 to secure for any Consumer served by Contractor, additional and/or alternative services which Center has determined are appropriate.
6. **Services.** Contractor shall provide Services in accordance with all applicable Federal, State and local laws or regulations, including but not limited to, Title 17 as it relates to the appropriate service type, in accordance with the Program Design attached hereto and incorporated herein as Exhibit C, and in accordance with the terms and conditions of this Contract, including Exhibits and/or documents referenced in this Contract. In the event of a conflict between the terms of the Program Design and this Contract, the terms of this Contract shall govern. The level of service provided by Contractor shall, at a minimum, be consistent with Contractor's Program Design, any other program-related documentation relied upon by the Department as a basis for establishing rates of payment, and any applicable Federal, State and local laws or regulations.
7. **Contractor's Duties.**
- A. Authorization to Purchase Services Required. Contractor may not initiate or provide any Services for Consumers until Center has issued a duly executed Authorization to Purchase Services.

B. Special Incident Reporting Requirements.

- 1) Contractor shall report any and all Special or Unusual Incidents pursuant to Section 54327 of Title 17, including, but not limited to:
  - a) The Consumer is missing and Contractor or long-term health care facility has filed a missing persons report with a law enforcement agency;
  - b) Reasonably suspected abuse/exploitation, including: physical, sexual, fiduciary, emotional/mental, or physical and/or chemical restraint;
  - c) Reasonably suspected neglect, including failure to: provide medical care for physical and mental health needs; prevent malnutrition or dehydration, protect from health and safety hazards, failure to assist in personal hygiene or the provision of food, clothing, or shelter, or exercise the degree of care that a reasonable person would exercise in the position of having the care and custody of a dependent adult;
  - d) Serious injury or accident, including: lacerations requiring sutures or staples, puncture wounds requiring medical treatment beyond first aid, fractures, dislocations, bites that break the skin and require medical treatment beyond first aid, internal bleeding requiring treatment beyond first aid, any medication errors, medication reactions that require medical treatment beyond first aid, and burns that require medical treatment beyond first aid;
  - e) Any unplanned or unscheduled hospitalization due to the following conditions: respiratory illness, seizure-related, cardiac-related, internal infection, diabetes, including diabetes-related complications, wound/skin care, nutritional deficiencies, or involuntary psychiatric admission;
  - f) The death of any Consumer, regardless of cause and regardless of when or where it occurred; and
  - g) The victimization of a Consumer of the following crimes: robbery, aggravated assault, larceny, burglary, and rape/attempted rape, regardless of when or where such an incident occurred.
- 2) Special Incident Reports shall be made to the appropriate law enforcement authorities and to Center, via telephone, electronic mail or facsimile, immediately upon discovery of the incident, and under no circumstances shall said reporting occur more than twenty-four (24) hours after an incident occurred, was discovered, or was suspected, whichever is earliest. Notification to the assigned Service Coordinator, the Officer of the Day, or the After Hours Response Team, as identified by the Special Projects Unit of Center, shall satisfy the initial reporting requirement.
- 3) Thereafter, within forty-eight (48) hours after the alleged incident occurred, was discovered, or suspected, whichever is earliest, Contractor shall provide Center with a written report describing the alleged incident and Contractor's response thereto. Failure to report any such incident to the appropriate law enforcement

authorities and to Center, and/or failure to provide the required written report, shall constitute a distinct and separate ground for automatic termination of this Contract, notice of which shall be served personally or via certified mail, return receipt requested, to Contractor.

- 4) Written reports of incidents shall include all relevant information, including, but not limited to:
- a) Contractor's name, address and telephone number;
  - b) Date, time and location of the incident;
  - c) Name(s) and date(s) of birth, and UCI Number(s) of each Consumer involved in the incident and the name, address and phone number of the Consumer's family member(s) or authorized representative(s);
  - d) The name, address and phone number of the Consumer's family member(s) or authorized representative(s) who were contacted and informed of the incident;
  - e) Description of the incident;
  - f) Description of the alleged perpetrator(s) of the incident, including, but not limited to, name, age, height, weight, address, phone number, occupation, and relationship to Consumer;
  - g) Treatment provided to Consumer, if any;
  - h) Identification of potential witnesses, including, but not limited to, name, address, telephone number and context of witnessing the incident;
  - i) Identity of all law enforcement, licensing, protective services and/or other agencies or individuals notified of the incident, or otherwise involved in the incident;
  - j) Action(s) taken by Contractor, law enforcement, licensing, protective services and/or other agencies or individuals in response to the incident; and
  - k) Dated signature of the person creating the written report on behalf of Contractor.
- 5) Failure to Report. Failure to report any of the foregoing incidents to the appropriate law enforcement authorities and to Center, and/or failure to provide the required written report, shall constitute a distinct and separate ground for automatic termination of this Contract, notice of which shall be served personally or via certified mail, return receipt requested, to Contractor.

- C. Compliance with IPP. Contractor shall follow IPP documentation requirements as set forth in Section 56720 of Title 17 and W&I Code Section 4648 and shall properly train all staff as necessary to ensure the adequacy of said documentation. All Services rendered by Contractor shall be in furtherance of the IPP. Contractor shall not render Services that are not called for in the IPP. Center shall notify Contractor of annual IPP meetings at least five (5) days in advance of all such meetings, unless the Consumer or their legally authorized representative asks that the Contractor not be at the meeting.

- D. Developing ISPs. Contractor agrees to follow “person centered planning philosophies,” as published by DDS, in developing ISPs for Consumers and/or to procure such training as is necessary to ensure adequate staff participation in person centered planning.
  - E. Use of Public or Generic Resources. Regional centers are required to use generic services when available. Contractor understands and agrees that if a Consumer or Consumer’s authorized representative chooses not to access available generic services (e.g. IHSS, Medi-Cal, public school, California Children's Service), Center will not be able to pay for the service. Contractor shall utilize, to the fullest extent feasible, those public resources which are available without additional cost to Contractor and which will enhance the quality of Services provided to those Consumers who can benefit from the use of such resources.
  - F. Grievance Reports / Complaints. Contractor shall establish, adopt and periodically review a written Internal Grievance Procedure under which Consumers, or their authorized representatives or advocates may file complaints to address their grievances and by which Contractor shall resolve grievances pursuant to W&I Code Section 4705.
  - G. Abuse Reporting Training. Contractor shall train all staff regarding legally mandated abuse reporting requirements prior to the employee’s provision of Services to Consumers and annually thereafter.
  - H. Staff Background Checks.
    - 1) Contractor shall require all staff providing Services having contact with Consumers under this Contract to have cleared a fingerprint /background check that includes the Department of Justice prior to having any contact with Consumers, and annually thereafter, unless clearance is sought through the Department of Social Services or the TrustLine Registry, which includes automatic checks for subsequent arrests. Contractor shall provide Center, upon request, with proof of the fingerprint clearance.
    - 2) Contractor shall require individuals to submit references from prior employers and/or volunteer organizations. Contractor shall verify the accuracy of these references and document the verification in the employee/volunteer personnel file.
    - 3) Contractor, within the scope of and direction of Contractor’s agency exclusively, agrees to develop, retain, and implement employment policies and programs to encourage and promote Contractor’s employee fitness during performance of service delivery tasks connected with the intended beneficiaries (Center’s consumers) within Contractor’s program design, California Code of Regulations Title 17 and Title 22 and Direct Support Professional requirements satisfying the principal purpose of “agreement” between Center and Contractor.
8. Payment for Services. The Parties fully understand and agree that payment under this Contract is dependent upon available Federal and/or State funding. Contractor expressly acknowledges that the State and/or Federal Government may, from time to time during the Term of this Contract, require changes to the rate of payment that Center pays Contractor. Accordingly, Contractor expressly acknowledges and agrees that adjustments to the rate of payment described herein may be made by Center. Center will notify Contractor, in writing, of any such adjustments

to the rate of payment and of the effective date of any adjustment. Contractor expressly understands and agrees that Contractor shall have no right to object to any such adjustments and that any such adjustments shall not give rise to any cause of action, in law or equity, against Center. In the event that Center is not allocated any funds for the Services referenced in this Contract, this Contract shall be null and void and of no further force and effect, in which event, Center shall have no obligation to pay any funds whatsoever to Contractor, or to furnish any other consideration under this Contract, and Contractor shall not be obligated to perform pursuant to this Contract. Payment to Contractor shall only be made according to the following terms:

- A. Reliance on Authorization to Purchase Services. All payments shall be made in accordance with the Authorization to Purchase Services provided to Contractor by Center. Payments shall not be made based upon oral authorization to provide services.
- B. Rate of Payment.
  - 1) The rate paid to Contractor by Center shall be cost effective to the State of California.
  - 2) Contractor shall not charge Center a rate for Services to Consumers that is more than Contractor would charge, or is charging, for any other purchase of the same or substantially similar service.
  - 3) Center shall pay Contractor at the rate described in Exhibit B which shall constitute the total amount of compensation for Contractor's performance of this Contract.
  - 4) Contractor also understands and agrees that the maximum amount described in Exhibit B is the highest total amount which can be paid by Center to Contractor under this Contract, unless otherwise agreed to in writing by the Parties. Contractor further understands and agrees that if the maximum amount described in Exhibit B is exceeded, this Contract is not valid unless and until it is approved by Center's Governing Board. Nothing in this Contract shall be deemed to guarantee that Contractor will receive the maximum amount of compensation provided for in Exhibit B, or any compensation at all, as Center cannot guarantee the amount of Services that Contractor will be asked to provide for Consumers.
- C. Payment in Arrears. Center shall pay Contractor in arrears for Services provided in the previous calendar month.
  - 1) Claim Form. Contractor shall bill Center, on a monthly basis, for Services provided in the previous month by submitting to Center a completed and signed claim form in the format provided by Center, or electronically. Contractors who submit their claim forms electronically shall retain all supporting and required source documentation. All other contractors shall submit all supporting and required source documentation with their claim forms. The supporting and required source documentation shall include, at a minimum, the information required by Section 50604(d) of Title 17.
  - 2) Certification. For each claim form submitted, Contractor shall certify under penalty of perjury:

- a) All services for which Contractor is seeking payment have been provided to Center consumers by Contractor; and
  - b) All information submitted to Center along with the claim form is accurate and complete.
- 3) Time for Submittal of Claim Form. Claim forms, and supporting and required source documentation, if applicable, shall be submitted to Center on or before the tenth (10<sup>th</sup>) day of each month. Contractor understands that at the very latest, Contractor must submit a claim for reimbursement for all Services performed within ninety (90) days of the actual date of service. On each claim form, Contractor shall certify that all Services for which Contractor seeks reimbursement were performed within ninety (90) days of submittal of the claim form. Contractor further understands and agrees that it shall not be paid by Center for any Services that were performed more than ninety (90) days before submittal of a claim form for the Services.
- D. Date for Payment by Center. On or before the twenty-fifth (25<sup>th</sup>) of each month, Center shall pay Contractor according to the information provided in each claim form. Notwithstanding the foregoing, Center shall have no obligation to pay Contractor: if Contractor fails to provide supporting and required source documentation for each claim form submitted to Center on or before the 10<sup>th</sup> of the month, or fails to make such information available in the case of electronic billing; if Center disputes any item submitted by Contractor in conjunction with a claim form; or if the claim form is inconsistent with the Authorization to Purchase Services provided to Contractor by Center.
- E. Limitations on Payment.
  - 1) Center's obligation to pay for Services under this Contract arises only when Contractor has provided the Services fully and satisfactorily in accordance with the terms of this Contract.
  - 2) Payments by Center to Contractor shall not be used to supplant the budget of any agency which has a legal responsibility to serve all members of the general public and is receiving public funds for providing those Services. Nor shall payments by Center to Contractor be used to supplement the rate of payment Contractor is receiving from any agency for Services provided to a Consumer.
  - 3) No more than fifteen percent (15%) of Center funds shall be spent by Contractor on Administrative Costs. Funds spent on direct Services (costs immediately associated with Services to Consumers being offered by Contractor) shall not include any Administrative Costs. Administrative Costs, include, but are not limited to:
    - a) Salaries, wages and employee benefits for managerial personnel whose primary purpose is administrative management of the entity, including, but not limited to, directors and chief executive officers;
    - b) Salaries, wages and benefits of employees who perform administrative functions, including, but not limited to, payroll management, personnel functions, accounting, budgeting, and facility management;

- c) Facility and occupancy costs, directly associated with administrative functions;
  - d) Maintenance and repair;
  - e) Data processing and computer support services;
  - f) Contract and procurement activities, except those provided by a direct service employee;
  - g) Training directly associated with administrative functions;
  - h) Travel directly associated with administrative functions;
  - i) Licenses directly associated with administrative functions;
  - j) Taxes;
  - k) Interest;
  - l) Property insurance;
  - m) Personal liability insurance directly associated with administrative functions;
  - n) Depreciation; and
  - o) General expenses, including, but not limited to, communication costs and supplies directly associated with administrative functions.
- F. Payment in full. In accordance with Section 54326(a)(12) of Title 17, Contractor shall accept payment by Center as payment in full for all materials, supplies, or Services provided by Contractor to Consumers. Contractor shall not bill Center, the Consumer, Consumer's parents, guardians, family, conservator, authorized representative, or any other person or agency, for a supplemental amount, regardless of the actual cost of providing the materials, supplies, or Services.
- G. Additional Requirements for Federal Funds. If Federal Government funds are involved, Contractor shall comply with all Federal rules, including, but not limited to, the applicable sections of the Code of Federal Regulations.

**9. Record Preparation and Retention Obligation.**

- A. Record Retention Requirement. Contractor shall prepare and retain all service and program financial, accounting, administrative and Consumer-related information, including, but not limited to, complete service records, records related to Contractor's rates, and all books, records, documents and other evidence related to and/or affecting performance of this Contract, the Services provided by Contractor, the billing or invoicing by Contractor, and Contractor's income and expenses ("Contractor's Records"), in accordance with Title 17, including, but not limited to, Section 50604(d) and (e), as applicable, ("Record Retention Requirement").
- B. Record Retention Period. The Record Retention Requirement shall apply for a period of no less than five (5) years following the date of the final payment for the State fiscal year in which Services were rendered by Contractor, provided however, that if an audit is in process, or an appeal of an audit is pending at the end of said timeframe, Contractor's



records shall be retained until all audit exceptions have been resolved ("Record Retention Period"). Contractor shall retain all such records for the Record Retention Period in a separate and distinct location from any of Contractor's records for non-Center Consumers.

- C. Additional Requirements for Financial Records. Contractor shall maintain all financial records by consistently using a single method of accounting. Financial records shall clearly reflect the nature and amounts of all costs and income. All transactions for each month shall be entered into the financial records within thirty (30) days after the end of that month.

**10. Access to Contractor Records and Facilities.**

- A. Access by Authorized Agencies. Throughout the Term of this Contract, and during the Record Retention Period, Contractor shall permit DDS, Center and any other authorized agency representative of the California Department of Health Services and the United States Department of Health and Human Services when Federal Government funds are involved in the payment for Services (collectively, "Authorized Agencies"), access to all of Contractor's Records, and any facilities belonging to, or used by Contractor pertaining to Services provided to persons with developmental disabilities ("Contractor's Facilities").
- B. Scope of Right of Access. All of Contractor's Records and Facilities shall be made immediately available to the Authorized Agencies for audit, review, examination, excerpt, reproduction, and/or making transcripts.
- C. Time for Access. While the Authorized Agencies will endeavor to give twenty-four (24) hours' notice prior to exercising their right of access, the rights of access described in this Section 10 shall not be limited by a requirement of prior notice. Access without prior notice shall, however, be limited to situations where the Authorized Agency determines that the purpose of the access would be thwarted if advance notice were given (i.e. in cases of suspected fraud, imminent destruction of records or similar circumstances). Contractor shall permit the Authorized Agencies to access Contractor's Records and Facilities at any time during Contractor's normal business hours.

- 11. Audits by Center.** Center may audit Contractor's Records pursuant to Title 17, including, but not limited to, Section 50606, *et seq.* Should the results of any audit by the Center or any other Authorized Agency result in a finding that any or all of the payments made by Center to Contractor were in error or were otherwise improper or disallowed based upon the terms of this Contract, Center's contract with DDS, or as a result of any applicable Federal, State or local law or regulation, Contractor shall comply with the provisions of Title 17 relating to repayment and appeal of audit findings and/or recommendations. Should Contractor elect to appeal any audit findings and/or recommendations, Contractor shall utilize and be bound by Sections 50700 *et seq.* of Title 17. Contractor shall accept financial liability for any audit findings and/or recommendations disclosed by an audit and promptly repay amounts owed unless the audit findings are appealed and liquidation is stayed pursuant to Section 50705 of Title 17.

- 12. Audit or Review by Independent Accounting Firm.** Contractor shall contract with an independent accounting firm for an audit or review of Contractor's financial statements, subject to the following:

- A. When the amount received by Contractor from Center and/or any other regional center, during each state fiscal year, is more than or equal to Five Hundred Thousand Dollars (\$500,000), but less than Two Million Dollars (\$2,000,000), Contractor shall obtain an independent review report of its financial statements for the fiscal year that includes the last day of the most recent state fiscal year. Consistent with Subchapter 21 (commencing with Section 58800) of Title 17, this requirement shall also apply to work activity program providers receiving less than Five Hundred Thousand Dollars (\$500,000).
- B. When the amount received by Contractor from Center and/or any other regional center, during each state fiscal year, is equal to or more than Two Million Dollars (\$2,000,000), Contractor shall obtain an independent audit of its financial statements for the fiscal year that includes the last day of the most recent state fiscal year.
- C. Independent review of financial statements must be performed by an independent accounting firm and shall cover, at a minimum, all of the following:
  - 1) An inquiry into Contractor's accounting principles and practices and methods used in applying them;
  - 2) An inquiry into Contractor's procedures for recording, classifying, and summarizing transactions and accumulating information;
  - 3) Analytical procedures designed to identify relationships or items that appear to be unusual;
  - 4) An inquiry about budgetary actions taken at meetings of the board of directors or other comparable meetings;
  - 5) An inquiry about whether the financial statements have been properly prepared in conformity with generally accepted accounting principles and whether any events subsequent to the date of the financial statements would have a material effect on the statements under review; and
  - 6) Working papers prepared in connection with a review of financial statements describing items covered as well as any unusual items, including their disposition.
- D. Independent review report shall cover, at a minimum, all of the following:
  - 1) Certification that the review was performed in accordance with standards established by the American Institute of Certified Public Accountants;
  - 2) Certification that the statements are the representations of management;
  - 3) Certification that the review consisted of inquiries and analytical procedures that are lesser in scope than those of an audit; and
  - 4) Certification that the accountant is not aware of any material modifications that need to be made to the statements for them to be in conformity with generally accepted accounting principles.
- E. Contractor shall provide copies of the independent audit or independent review report and accompanying management letters to Center within thirty (30) days after completion of the audit or review. Center shall review and require resolution by Contractor of issues identified in the report that have an impact on Center services. Center shall take appropriate action, up to termination of vendorization, for lack of adequate resolution of

issues. Center shall notify DDS of all qualified opinion reports, or reports noting significant issues that directly or indirectly impact Center services, within thirty (30) days after receipt, which notification shall include a plan for resolution of the issues.

- F. The requirements of this Section 12 do not apply to payments made using usual and customary rates, as defined by Title 17 for services provided by regional centers, or to State and local government agencies, the University of California, or California State University.

13. **Disclosure of Survey Results.** Contractor shall provide Center with information obtained from surveys, questionnaires or other Consumer satisfaction tools relevant to Center's Consumers within thirty (30) days of receiving the same. Contractor shall meet with Center, upon request, to discuss the results of said surveys, questionnaires or other Consumer satisfaction tools, and shall work cooperatively with Center to address any identified areas of deficiency.

14. **Notices.** Any and all notices or other correspondence required to be sent to the Parties shall be deemed delivered when personally delivered or mailed via certified mail, return receipt requested, as follows:

Center: Executive Director  
Valley Mountain Regional Center  
P.O. Box 692290  
Stockton, CA 95269-2290

Contractor: Candice Bright  
Bright Futures  
1420 Central Blvd  
Brentwood, CA 94513

15. **Compliance with Law.** Contractor shall comply with all applicable Federal, State and local laws and regulations in providing Services, expressly including, but not limited to, Titles 17 and 22 of the California Code of Regulations, and the California Welfare and Institutions Code. Contractor expressly acknowledges the applicability of the foregoing, and affirms that it and its employees, agents and everyone acting on Contractor's behalf, have read and agree to abide by the same. Contractor shall comply with the Service Provider Accountability Regulations as set forth in Sections 50601 through 50612 of Title 17. Although this Contract cites to particular laws and regulations, Contractor's obligation to comply with all applicable Federal, State and local laws and regulations is not limited to the specific provisions cited herein. Nothing in this Contract shall be construed as excusing compliance with any existing or future laws or regulations.

16. **Consumer Privacy & Confidentiality.** The Parties shall abide by all applicable Federal, State and local laws and regulations concerning privacy and confidentiality of Consumer records, including, but not limited to, W&I Code Section 4514. The Parties further acknowledge, understand and agree to adhere to their responsibilities as "business associates" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and regulations promulgated there under, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information at Section 45 of the Code of Federal Regulations, Parts 160 and 164 ("Privacy Regulations"). Accordingly, the Parties shall use Consumer health information only as needed to complete their responsibilities under this Contract and shall not use or disclose Consumer health information for any other purpose. Further, the Parties shall implement and maintain adequate

administrative, technical and physical safeguards to prevent improper use or disclosure of such Consumer health information.

17. **Compliance with Center Policy.** Contractor agrees to comply with all Center policies and procedures as they pertain to Contractor's provision of Services to Center's Consumers, the administration of payments to Contractor, contracts, financial matters, record keeping and retention, and audits. All such policies and procedures are available for review by Contractor at Center's office.
18. **Non-Discrimination.**
- A. **Provision of Services.** Contractor shall not discriminate in the provision of Services on the basis of race, color, creed, national origin, religion, sex, age or condition of physical or mental disability, or any other protected class. Contractor shall comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000d), as amended, rules and regulations promulgated pursuant thereto, and all Federal, State and local laws and regulations governing discrimination.
  - B. **Employment.** Contractor shall not discriminate against any employee or applicant for employment, and shall take action to ensure that employees and applicants are treated equally without regard to their race, color, creed, national origin, religion, sex, age or condition of physical or mental disability, or any other protected class.
19. **Effect of Legal History.** People (including individuals, partnerships, group associations, corporations, institutions, or entities, and the officers, directors, owners, managing employees or agents thereof) with the following legal histories, within the previous ten (10) years, shall be ineligible to be a Contractor or Contractor's employee:
- A. People convicted of the following crimes:
    - 1) Any felony or misdemeanor involving fraud or abuse in any government program;
    - 2) Any felony or misdemeanor related to neglect or abuse of an elder or dependent adult or child; or
    - 3) Any felony or misdemeanor in connection with interference with, or obstruction of, any investigation into health care related fraud or abuse.
  - B. People found liable for fraud or abuse in any civil proceeding.
  - C. People that have entered into a settlement in lieu of conviction for fraud or abuse in any governmental program.
20. **Contractor Licensing.** Contractor affirms that it has obtained, and will maintain in good standing, all licenses and certificates required by all applicable Federal, State and local laws for the Services Contractor is providing. Contractor shall disclose, in writing, any past, present or pending revocation, denial or adverse action against any of Contractor's licenses or certificates within fifteen (15) days of receiving notice of such action.
21. **Contractor's Affirmation Regarding Program-Related Documents.** Contractor affirms that all fiscal and Services program-related documentation that has been provided to Center, and that will be provided to Center in the future is, and will be complete, accurate, supported by records and source documentation, prepared in accordance with Center's instruction, and available for inspection and audit by Center and DDS. Contractor affirms its understanding that payments

made by Center to Contractor pursuant to this Contract will come from Federal and/or State funds, and any falsification or concealment of a material fact may be prosecuted under Federal and/or State laws.

22. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless, Center, DDS and the State of California, its officers, agents and employees, from and against any and all claims, losses, expenses, damages, injuries, liability and causes of action, of any nature whatsoever (collectively, "Claims"), that in any way accrues or results to Contractor, Center, DDS or the State of California and/or any of their employees, agents, attorneys, successors, assigns, subcontractors, materialmen, laborers or any other person, firm or entity that may be injured or damaged by any act, omission or negligence of Contractor and/or any of its employees, officers, directors, agents, or any person acting on Contractor's behalf in the performance of this Contract. This indemnification provision extends to include any and all costs or expenses, including, but not limited to, attorney's fees and expert fees incurred by Center, DDS and the State of California as the result of any such Claims, and shall survive termination of this Contract. Contractor's obligation to indemnify, defend and hold harmless as described herein shall apply regardless of whether Contractor has acted negligently or intentionally.
23. **Insurance.** Contractor shall procure and maintain, at its own expense, throughout the term of this Contract, a policy of personal liability insurance in the minimum amount of One Million Dollars (\$1,000,000), under which Contractor shall name Center as an additional insured. The "additional insured" portion of Contractor's insurance policy shall include the following language: "Such insurance as is afforded by the endorsement of the additional insured shall apply as primary insurance. Any other insurance maintained by Valley Mountain Regional Center, or its officers or employees, shall be in excess only, and shall not contribute to the insurance afforded by this endorsement." Contractor shall require its insurance company(ies) to notify Center of any renewal and/or cancellation of the insurance policy required by this Contract. Copies of Contractor's insurance policies and the required endorsements shall be provided to Center within five (5) calendar days after the insurance is obtained and after all renewals or cancellations of any policy. Failure by Contractor to maintain the insurance policy required by this Contract shall constitute grounds for immediate termination of this Contract.
24. **No Agency or Employment Relationship.** Nothing in this Contract shall be construed to create any type of agency or employment relationship between Center and Contractor. Contractor, its employees, agents, attorneys, successors, assigns, subcontractors, materialmen, laborers and any other person acting on Contractor's behalf shall act in an independent capacity, as an independent contractor, and not as an officer, employee or agent of Center, DDS or the State of California. Contractor, and all persons acting on Contractor's behalf, shall not hold themselves out as, nor claim to be, an officer, employee or agent of Center, DDS or the State of California as a result of this Contract, and shall not make any application, claim or demand for any right or privilege applicable to any officer, employee or agent of Center, DDS or the State of California, including, but not limited to, unemployment insurance, disability insurance, worker's compensation insurance, or retirement benefits.
25. **No Assignments.** This Contract, and the rights, duties and obligations described herein shall not be assigned. Notwithstanding the foregoing, Contractor shall be permitted to factor or assign its accounts receivable from Center, if, and only if, such factoring or assignment is required in order to obtain equipment financing, and if, and only if, such factoring or assignment is not otherwise

prohibited by law. Any such factoring or assignment shall not be effective unless approved by Center, in writing, which approval shall not be unreasonably withheld.

26. **No Subcontracts.** The Services for which Contractor is Vendored shall not be subcontracted to any other person or entity, except pursuant to prior written consent of Center, and any such subcontracting shall be in accordance with Title 17.
27. **Breach or Default by Contractor.** In the event of Contractor's breach or default under this Contract, Center shall be permitted to either give Contractor notice of the breach or default and a reasonable opportunity to remedy the same, or terminate this Contract pursuant to Section 4(B) hereof. This Section 27 shall not prevent Contractor from pursuing any legal or appeal process set forth in Title 17, in which event this Contract shall remain in force until the legal or appeal process is completed. If Contractor suffers any strike, walk-out or work stoppage by its employees, and as a result of such condition, is unable to continue to provide Services required herein for a period of fifteen (15) days, Center shall be entitled to procure the Services that Contractor is unable to provide from another vendor, and Contractor shall not be compensated for any such substituted service. In such case, Center may, in its sole discretion, terminate this Contract and obtain a replacement for the Services for its Consumers.
28. **Excuse of Performance.** Neither Party shall be deemed in default of any of the provisions of this Contract in the event that the Party's failure to perform is the result of an earthquake, flood or other act of God, fire, riot insurrection, commandeering of vehicles, material, equipment or facilities by the government, strike, labor dispute or work stoppage, or similar cause beyond the Party's control, which renders performance impossible, when evidence thereof is presented to the other Party.
29. **Time of the Essence.** Time is of the essence in relation to each and every provision of this Contract.
30. **Materiality of Each Provision.** Each and every provision, term and condition of this Contract is considered material to this Contract.
31. **Integration.** This Contract contains the entire agreement between the Parties, and replaces any prior representations, agreements or understandings, oral or written, that may have existed between the Parties. The Parties agree that any modification or supplementation of this Contract shall be in writing, signed by the Parties' respective representatives, and must refer specifically to this Contract and the provision(s) modified or supplemented. No other modifications or supplements will be valid. The execution of any modification or supplementation of this Contract shall comply with the requirements of all applicable laws and regulations.
32. **Governing Law.** This Contract, and any other documents to which it refers, shall in all respects be interpreted, enforced and governed by the laws of the State of California and the United States of America. This Contract is specifically subject to restrictions, limitations and conditions enacted by the California Legislature, contained in the Annual Budget Act, and/or any contract between Center and DDS, and this Contract shall be modified by the Parties to the extent necessary to ensure compliance with the same.
33. **Mutual Drafting.** This Contract shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties. The Parties acknowledge that this Contract documents a negotiated agreement and it shall not be construed or interpreted in favor of either Party due to the fact that one of the Party's attorneys drafted this Contract.

34. **Severability.** If any provision of this Contract is deemed invalid or unenforceable pursuant to the provisions set forth in Section 36, the unenforceability thereof shall not affect the remaining provisions of this Contract and the remaining provisions of this Contract shall remain in full force and effect.
35. **Section Headings.** Section headings used in this Contract are for convenience only, are not part of the Contract, and shall not affect any of the terms hereof.
36. **Resolution of Disputes.** Any and all disputes, controversies or claims arising out of or relating to this Contract shall be resolved pursuant to the grievance procedures set forth in Title 17, if applicable. If the grievance procedures set forth in Title 17 do not apply to a dispute, or after exhausting the applicable grievance procedures set forth in Title 17, all remaining disputes, controversies or claims shall be settled by a mutually agreed upon arbitrator in accordance with the rules of the American Arbitration Association. The arbitrator's decision may be entered as a judgment in any court having jurisdiction or may be appealed to the Superior Court of California in and for the County of San Joaquin within thirty (30) days of issuance.
37. **Attorney's Fees and Costs.** In the event of an appeal of an audit finding, hearing before the Office of Administrative Hearings, arbitration, or should either Party bring an action in law or equity, in which a Party incurs attorney's fees to enforce the terms of this Contract, the prevailing party thereto may recover reasonable attorney's fees and all costs incurred in connection therewith, including, but not limited to, fees for reasonably necessary expert witnesses.
38. **Exclusive Benefit.** This Contract, and each and every provision hereof, is for the exclusive benefit of the Parties hereof and not for the benefit of any third party.
39. **Counterparts.** This Contract may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.
40. **Delivery by Facsimile or Electronic Mail.** Duly executed signatures to this Contract may be delivered by facsimile or electronic mail, and signature pages delivered by such method shall be deemed equivalent to and of the same force and effect as original signature pages.
41. **Successors and Assigns.** This Contract is binding on the successors and assigns of the Parties.
42. **Execution of Contract.** By signing this Contract, the Parties confirm that they have read this Contract, understand its contents, agree to its terms, have consulted with their respective attorneys, and are voluntarily entering into this Contract. The Parties warrant that the person signing on behalf of each Party is an authorized representative of that Party.

Accepted and agreed to:

Valley Mountain Regional Center

Dated: \_\_\_\_\_

By: Anthony (Tony) Anderson  
Its: Executive Director

Contractor  
Bright Futures

Dated: \_\_\_\_\_

By: Candice Bright  
Its: Owner/Licensee

Dated: \_\_\_\_\_

By: Diana Bonnett  
Its: Chief Financial Officer



**EXHIBIT A**  
**SERVICES – HV0427**  
**Bright Futures 1**

1. Contractor is vendored by Center pursuant to Title 17, Section 54356 as an Adult ARF Step-Down Residential Facility - Service Code 113.  
  
“A regional center shall classify a vendor as a ARF Step-Down Facility/Bed provider if the vendor provides temporary 24-hour residential treatment setting for persons who pose an immediate health and safety danger to self or others.”
2. Additional Definitions.
  - A. “Direct Care Staff” means staff that personally provide hands-on training provided by the vendor in accordance with the requirements of consumers’ Individual Program Plan and the provisions of Title 17, Section 56722 of California Code of Regulations, and who are involved in program preparation functions in accordance with the provisions of Title 17, Section 54302(a)(23).
  - B. “Generic Agency” means any agency which has a legal responsibility to serve all members of the general public and which is receiving public funds for providing such services.
  - C. “Natural Environments” means places and social contexts commonly used by individuals without disabilities.
  - D. “Person Centered Planning” means an approach to determining, planning for, and working toward the preferred future of a person with developmental disabilities and her or his family.
3. Specific Consumer Services.
  - A. Contractor agrees to provide the ARF Step-Down CPP Residential Services in a facility located at 2602 Breaker Way, Stockton, CA 95209.
  - B. Bright Futures I will be vendored for a total of five (5) beds; three private rooms and one shared room.
  - C. Bright Futures I is an ARF Step-Down Facility for developmentally disabled adults at risk of institutional placement and provides intensive non-aversive behavioral and mental health supports.
  - D. Contractor agrees that all doors used to enter/exit its licensed facility shall be equipped with alarms that signal movement in and out of the facility, and further that such alarms shall be operational at all times.
  - E. Contractor agrees to provide services in accordance with Contractor’s Program Design attached hereto as Exhibit C and incorporated herein by reference.
  - F. Refusal to accept a referral is limited to individuals who are judged to be beyond the scope of the “target population” contained in the approved program design (Exhibit C).
  - G. Contractor agrees to adhere to the Zero Tolerance Policy for Consumer Abuse or Neglect attached hereto as Exhibit D.

- H. Contractor hereby warrants that all work will be performed in accordance with accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws.
  - I. Contractor agrees that this facility shall be operated in accordance with Title 17, Division 2 of the California Code of Regulations concerning services for persons with developmental disabilities, Title 22, Division 6 of the California Code of Regulations concerning licensure of community care facilities, and Center's "Best Practice in Licensed Residential Services."
  - J. Contractor agrees that its Administrator shall be in the facility providing supervision of direct care staff and the program of services no less than 20 hours per week as required by Center's Best Practice in Licensed Residential Services.
  - K. Contractor acknowledges that Contractor does not obtain by this Contract a guarantee and/or a vested right to have any particular consumer(s) and/or any number of consumers assigned, transferred or sent to Contractor under this Contract other than the number(s) specified in Section 1 of this Contract. Further, Contractor shall not limit and/or interfere with Center's right under Title 17 regulations to secure for any consumer served by Contractor additional and/or alternative services which the consumer's Planning Team has determined as needed.
  - L. Contractor is to provide appropriate personnel and equipment to perform the services contracted for herein.
    - 1) Contractor agrees to follow IPP documentation requirements as stated in Title 17, California Code of Regulations, Sections 56022 and 56026, and to provide such training to its staff as needed to assure adequacy of documentation.
    - 2) Contractor agrees to follow person centered planning philosophies as published by DDS for consumers receiving services, and to provide and/or procure such training as needed to ensure adequate staff participation in person centered planning.
    - 3) Contractor agrees to notify consumers, service coordinators, care providers, and other significant persons of annual review staffings in advance. Center agrees to notify Contractor of annual or IPP meetings in advance.
    - 4) Contractor agrees that it shall submit written quarterly reports to the Center's case management staff for individual consumers reflecting progress toward the agreed upon Individual Program Plan/Individual Family Service Plan (IPP/IFSP) objectives.
4. Authorization to Purchase Services Required.
- A. Contractor may not initiate any Services for Consumers until it has received a duly executed Authorization to Purchase Services from Center. Center will not be responsible for any services performed without written authorization.
  - B. Program Managers and the After-Hours Response team are the only Center staff who are designated to give verbal authorization for services or to provide additional services beyond the authorized hours.

- C. Verbal authorization must be followed up within 15 days from the initiation of the requested services by a formal letter of request by the Contractor in order to receive a duly executed Authorization to Purchase Services from the Center.
  - D. Contractor must maintain separate records to support direct service billing for each consumer served and indirect or administrative billing performed during the course of providing services.
5. Contractor Staff.
- A. Contractor hereby warrants that all work will be performed in accordance with accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws.
  - B. Contractor shall contract directly with its staff and shall provide all staff necessary to perform the Services for each Consumer to whom Contractor has agreed to provide services.
  - C. Contractor's staff shall be employees of Contractor. Contractor shall be solely responsible for procuring liability insurance for all staff, for payment of any and all applicable unemployment insurance, disability insurance, worker's compensation insurance, federal and state taxes, benefits, and any other required withholdings for all staff.
  - D. Contractor shall comply with all applicable laws and regulations regarding the hiring, retention, training, licensure and certification of Direct Care Staff and personnel.
  - E. Contractor certifies that all direct care staff providing services under this Contract hold necessary certification and/or licenses required by Title 17, California Code of Regulations and/or Title 22, California Code of Regulations or other pertinent State or Federal regulations.
    - 1) Contractor agrees that all direct care staff providing services under this Contract shall be currently certified to provide first aid, Cardiopulmonary Resuscitation, and any other emergency services required by law or regulation.
    - 2) Contractor shall provide to all direct care staff providing services under this Contract continuing education training on the needs of developmentally disabled persons relevant to the accepted program design (Exhibit C) as per Title 17 Section 56038 et seq. Center may assist in such in-service training if requested to do so by Contractor. Contractor shall provide to Center proof of in-service training upon request.
  - F. Contractor agrees that all staff or volunteers having contact with consumers under this Contract will have cleared a fingerprint/background check that includes the Department of Justice prior to employment and contact with consumers. The Contractor will:
    - 1) Contractor shall require all staff providing Services having contact with Consumers under this Contract to have cleared a fingerprint /background check that includes the Department of Justice prior to having any contact with Consumers, and annually thereafter, unless clearance is sought through the Department of Social Services or the TrustLine Registry, which includes automatic checks for subsequent arrests. Contractor shall provide Center, upon request, with proof of the fingerprint clearance.

- 2) Contractor shall require individuals to submit references from prior employers and/or volunteer organizations. Contractor shall verify the accuracy of these references and document the verification in the employee/volunteer personnel file.
- 3) Contractor, within the scope of and direction of Contractor's agency exclusively, agrees to develop, retain, and implement employment policies and programs to encourage and promote Contractor's employee fitness during performance of service delivery tasks connected with the intended beneficiaries (Center's consumers) within Contractor's program design, California Code of Regulations Title 17 and Title 22 and Direct Support Professional requirements satisfying the principal purpose of "agreement" between Center and Contractor.

**EXHIBIT B**  
**RATE OF PAYMENT – HV0427**  
**Bright Futures 1**

1. Center shall pay Contractor at the following Negotiated rate:
  - A. \$15,978.50 per consumer per month, inclusive of SSL.
  - B. This rate shall constitute the total amount of compensation for Contractor's performance of this Contract.
2. **\$894,548** is the maximum amount which can be paid by Center to Contractor under this Contract, unless otherwise agreed to in writing by the Parties.
3. Contractor attests that fiscal and program related documentation is complete, accurate to the best of Contractor's knowledge, supported by records and source documentation, prepared in accordance with instructions provided by the Department and subject to audit.
4. Both parties to this Contract have come to a full understanding and agreement of a specified method used to accumulate data contained in the Contractor's documentation. Contractor attests that it utilizes said specified methods.
5. Center has informed Contractor of the applicable and correct median rate for the services to be provided under this Contract.

**EXHIBIT C**  
**PROGRAM DESIGN – HV0427**  
**Bright Futures 1**

**EXHIBIT A**  
**SERVICES – HV0428**  
**Bright Futures 2**

1. Contractor is vendored by Center pursuant to Title 17, Section 54356 as a DSS Licensed-Specialized Residential Facility (Habilitation) - Service Code 113.

“A regional center shall classify a vendor as a DSS Licensed-Specialized Residential Facility provider if the vendor operates a residential care facility licensed by the Department of Social Services (DSS) for individuals with developmental disabilities who require 24 hour care and supervision and whose needs cannot be appropriately met within the array of other community living options available. Primary services provided by a DSS Licensed-Specialized Residential Facility may include personal care and supervision services, homemaker, chore, attendant care, companion services, medication oversight (to the extent permitted under State law) and therapeutic social and recreational programming, provided in a home-like environment. Incidental services provided by a DSS Licensed-Specialized Residential Facility may include home health care, physical therapy, occupational therapy, speech therapy, medication administration, intermittent skilled nursing services, and/or transportation, as specified in the IPP. This vendor type provides 24 hour on-site response staff to meet scheduled or unpredictable needs in a way that promotes maximum dignity and independence, and the provision of supervision and direct care support to ensure the consumers’ health, safety and well-being. Other individuals or agencies may also furnish care directly, or under arrangement with the DSS Licensed-Specialized Residential Facility, but the care provided by these other entities must supplement the care provided by the DSS Licensed-Specialized Residential Facility and does not supplant it. Regional Center monitoring of the DSS Licensed-Specialized Residential Facility shall be in accordance with the applicable state laws and licensing regulations, including Title 17, and the regional center admission agreement. Payment for services in a DSS Licensed-Specialized Residential Facility must be made pursuant to Title 17, Section 56919 (a), after the regional center obtains approval from the Department for payment of the prevailing rate or, pursuant to Welfare & Institutions Code, Section 4648 (a)(4), the regional center may contract for the provision of services and supports for a period of up to three years, subject to the availability of funds.”
2. Additional Definitions:
  - A. “Direct Care Staff” means staff who personally provide hands-on training provided by the vendor in accordance with the requirements of consumers’ Individual Program Plan and the provisions of Title 17, Section 56722 of California Code of Regulations.
  - B. “Direct Care Staff” means staff that personally provide hands-on training provided by the vendor in accordance with the requirements of consumers’ Individual Program Plan and the provisions of Title 17, Section 56722 of California Code of Regulations, and who are involved in program preparation functions in accordance with the provisions of Title 17, Section 54302(a)(23).
  - C. “Generic Agency” means any agency which has a legal responsibility to serve all members of the general public and which is receiving public funds for providing such services.
  - D. “Natural Environments” means places and social contexts commonly used by individuals without disabilities.

- E. "Person Centered Planning" means an approach to determining, planning for, and working toward the preferred future of a person with developmental disabilities and her or his family.

3. Specific Consumer Services.

- A. Contractor agrees to provide the Negotiated Rate Residential services in a facility located at 5345 Barbados Circle, Stockton, California 95210.
- B. Bright Futures 2 will be vendored for a total of five (5) beds. The facility will have three (3) private rooms and one (1) shared room.
- C. Bright Futures 2 will be a step-down facility serving developmentally disabled male or female children between the ages of 6 and 17 being discharged from crisis homes.
- D. Contractor agrees that all doors used to enter/exit its licensed facility shall be equipped with alarms that signal movement in and out of the facility, and further that such alarms shall be operational at all times.
- E. Contractor agrees to provide services in accordance with Contractor's Program Design attached hereto as Exhibit C and incorporated herein by reference.
- F. Refusal to accept a referral is limited to individuals who are judged to be beyond the scope of the "target population" contained in the approved program design (Exhibit C).
- G. Contractor agrees to adhere to the Zero Tolerance Policy for Consumer Abuse or Neglect attached hereto as Exhibit D.
- H. Contractor hereby warrants that all work will be performed in accordance with accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws.
- I. Contractor agrees that this facility shall be operated in accordance with Title 17, Division 2 of the California Code of Regulations concerning services for persons with developmental disabilities, Title 22, Division 6 of the California Code of Regulations concerning licensure of community care facilities, and Center's "Best Practice in Licensed Residential Services."
- J. Contractor under this agreement is obligated to the following service delivery model:
  - 1) Facility Management Oversight- a "Facility Administrator" for Group Homes for Children certified by Community Care Licensing of no less than 20 hours weekly as required by Center's Best Practice in Licensed Residential Services, or more if needed. A full-time 40 hour per week "House Manager" to assist in the oversight of the facility operations and implementation of components of the specialized residential service.
  - 2) Staffing Ratios and Consumer Supervision- at a ratio to meet consumer supervision needs, 252 hours of additional weekly direct care staffing above the required 24-hour staff person; one (1) awake-night staff.
  - 3) Consultant Services: The following consultants will be utilized by Contractor: Behavior Management Consultant (Psychologist or LCSW), or Behavior Analyst Consultant (BCBA), but at minimum 16 hours of Consultant Services will be provided to each resident every six (6) months.



- K. Contractor acknowledges that Contractor does not obtain by this Contract a guarantee and/or a vested right to have any particular consumer(s) and/or any number of consumers assigned, transferred or sent to Contractor under this Contract other than the number(s) specified in Section 1 of this Contract. Further, Contractor shall not limit and/or interfere with Center's right under Title 17 regulations to secure for any consumer served by Contractor additional and/or alternative services which the consumer's Planning Team has determined as needed.
- L. Contractor is to provide appropriate personnel and equipment to perform the services contracted for herein.
  - 1) Contractor agrees to follow IPP documentation requirements as stated in Title 17, California Code of Regulations, Sections 56022 and 56026, and to provide such training to its staff as needed to assure adequacy of documentation.
  - 2) Contractor agrees to follow person centered planning philosophies as published by DDS for consumers receiving services, and to provide and/or procure such training as needed to ensure adequate staff participation in person centered planning.
  - 3) Contractor agrees to notify consumers, service coordinators, care providers, and other significant persons of annual review staffings in advance. Center agrees to notify Contractor of annual or IPP meetings in advance.
  - 4) Contractor agrees that it shall submit written quarterly reports to the Center's case management staff for individual consumers reflecting progress toward the agreed upon Individual Program Plan/Individual Family Service Plan (IPP/IFSP) objectives.
- 4. Authorization to Purchase Services Required.
  - A. Contractor may not initiate any Services for Consumers until it has received a duly executed Authorization to Purchase Services from Center. Center will not be responsible for any services performed without written authorization.
  - B. Program Managers and the After-Hours Response team are the only Center staff who are designated to give verbal authorization for services or to provide additional services beyond the authorized hours.
  - C. Verbal authorization must be followed up within 15 days from the initiation of the requested services by a formal letter of request by the Contractor in order to receive a duly executed Authorization to Purchase Services from the Center.
  - D. Contractor must maintain separate records to support direct service billing for each consumer served and indirect or administrative billing performed during the course of providing services.
- 5. Contractor Staff.
  - A. Contractor hereby warrants that all work will be performed in accordance with accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws.

- B. Contractor shall contract directly with its staff and shall provide all staff necessary to perform the Services for each Consumer to whom Contractor has agreed to provide services.
- C. Contractor's staff shall be employees of Contractor. Contractor shall be solely responsible for procuring liability insurance for all staff, for payment of any and all applicable unemployment insurance, disability insurance, worker's compensation insurance, federal and state taxes, benefits, and any other required withholdings for all staff.
- D. Contractor shall comply with all applicable laws and regulations regarding the hiring, retention, training, licensure and certification of Direct Care Staff and personnel.
- E. Contractor certifies that all direct care staff providing services under this Contract hold necessary certification and/or licenses required by Title 17, California Code of Regulations and/or Title 22, California Code of Regulations or other pertinent State or Federal regulations.
  - 1) Contractor agrees that all direct care staff providing services under this Contract shall be currently certified to provide first aid, Cardiopulmonary Resuscitation, and any other emergency services required by law or regulation.
  - 2) Contractor shall provide to all direct care staff providing services under this Contract continuing education training on the needs of developmentally disabled persons relevant to the accepted program design (Exhibit C) as per Title 17 Section 56038 et seq. Center may assist in such in-service training if requested to do so by Contractor. Contractor shall provide to Center proof of in-service training upon request.
- F. Contractor agrees that all staff or volunteers having contact with consumers under this Contract will have cleared a fingerprint/background check that includes the Department of Justice prior to employment and contact with consumers. Contractor will:
  - 1) Contractor shall require all staff providing Services having contact with Consumers under this Contract to have cleared a fingerprint /background check that includes the Department of Justice prior to having any contact with Consumers, and annually thereafter, unless clearance is sought through the Department of Social Services or the TrustLine Registry, which includes automatic checks for subsequent arrests. Contractor shall provide Center, upon request, with proof of the fingerprint clearance.
  - 2) Contractor shall require individuals to submit references from prior employers and/or volunteer organizations. Contractor shall verify the accuracy of these references and document the verification in the employee/volunteer personnel file.
  - 3) Contractor, within the scope of and direction of Contractor's agency exclusively, agrees to develop, retain, and implement employment policies and programs to encourage and promote Contractor's employee fitness during performance of service delivery tasks connected with the intended beneficiaries (Center's consumers) within Contractor's program design, California Code of Regulations Title 17 and Title 22 and Direct Support Professional requirements satisfying the principal purpose of "agreement" between Center and Contractor.



**EXHIBIT B**  
**RATE OF PAYMENT – HV0428**  
**Bright Futures 2**

1. Center shall pay Contractor at the following Negotiated Rate:
  - A. \$15,851.31 per consumer per month, inclusive of SSL.
  - B. This rate shall constitute the total amount of compensation for Contractor's performance of this Contract.
2. **\$886,916** is the maximum amount which can be paid by Center to Contractor under this Contract, unless otherwise agreed to in writing by the Parties.
3. Contractor attests that fiscal and program related documentation is complete, accurate to the best of Contractor's knowledge, supported by records and source documentation, prepared in accordance with instructions provided by the Department and subject to audit.
4. Both parties to this Contract have come to a full understanding and agreement of a specified method used to accumulate data contained in the Contractor's documentation. Contractor attests that it utilizes said specified methods.
5. Center has informed Contractor of the applicable and correct median rate for the services to be provided under this Contract.

**EXHIBIT C**  
**PROGRAM DESIGN – HV0428**  
**Bright Futures 2**

**EXHIBIT A**  
**SERVICES – HV0498**  
**Bright Futures 3**

1. Contractor is vendored by Center pursuant to Title 17, Section 54356 as a DSS Licensed-Specialized Residential Facility (Habilitation) - Service Code 113.

“A regional center shall classify a vendor as a DSS Licensed-Specialized Residential Facility provider if the vendor operates a residential care facility licensed by the Department of Social Services (DSS) for individuals with developmental disabilities who require 24 hour care and supervision and whose needs cannot be appropriately met within the array of other community living options available. Primary services provided by a DSS Licensed-Specialized Residential Facility may include personal care and supervision services, homemaker, chore, attendant care, companion services, medication oversight (to the extent permitted under State law) and therapeutic social and recreational programming, provided in a home-like environment. Incidental services provided by a DSS Licensed-Specialized Residential Facility may include home health care, physical therapy, occupational therapy, speech therapy, medication administration, intermittent skilled nursing services, and/or transportation, as specified in the IPP. This vendor type provides 24 hour on-site response staff to meet scheduled or unpredictable needs in a way that promotes maximum dignity and independence, and the provision of supervision and direct care support to ensure the consumers’ health, safety and well-being. Other individuals or agencies may also furnish care directly, or under arrangement with the DSS Licensed-Specialized Residential Facility, but the care provided by these other entities must supplement the care provided by the DSS Licensed-Specialized Residential Facility and does not supplant it. Regional Center monitoring of the DSS Licensed-Specialized Residential Facility shall be in accordance with the applicable state laws and licensing regulations, including Title 17, and the regional center admission agreement. Payment for services in a DSS Licensed-Specialized Residential Facility must be made pursuant to Title 17, Section 56919 (a), after the regional center obtains approval from the Department for payment of the prevailing rate or, pursuant to Welfare & Institutions Code, Section 4648 (a)(4), the regional center may contract for the provision of services and supports for a period of up to three years, subject to the availability of funds.”
2. Additional Definitions.
  - A. “Direct Care Staff” means staff that personally provide hands-on training provided by the vendor in accordance with the requirements of consumers’ Individual Program Plan and the provisions of Title 17, Section 56722 of California Code of Regulations, and who are involved in program preparation functions in accordance with the provisions of Title 17, Section 54302(a) (23).
  - B. “Generic Agency” means any agency which has a legal responsibility to serve all members of the general public and which is receiving public funds for providing such services.
  - C. “Natural Environments” means places and social contexts commonly used by individuals without disabilities.
  - D. “Person Centered Planning” means an approach to determining, planning for, and working toward the preferred future of a person with developmental disabilities and her or his family.

3. Specific Consumer Services.

- A. Contractor agrees to provide the Specialized Adult Residential Facility to serve consumers with health support needs in a facility located at 14151 N. Tully Rd. Lodi CA 95240.
- B. Facility will be vendored for a total of five (5) beds; one shared bedroom and (3) private bedrooms.
- C. Bright Futures #3 is a Specialized Adult Residential Facility to serve consumers with health support needs for developmentally disabled adults who would benefit from the promotion of health living options.
- D. Consumers must be offered free access to fitness club membership.
- E. Individualized fitness regimens demonstrating activities that encourage an active lifestyle promoting physical fitness: i.e. - walking, hiking, cycling, swimming/ water therapy, dancing, basketball, tennis, etc.
- F. Contractor agrees to provide services in accordance with Contractor's Program Design attached hereto as Exhibit C and incorporated herein by reference.
- G. Contractor agrees to provide a highly structured program, specifically tailored to promote and encourage healthy lifestyle, using coaching, fitness regimen, technology, nutrition and diet plans individually tailored with metrics to evaluate progress.
- H. The service delivery must have a Board Certified Behavior Analyst delivering 20 hours of consultation monthly, fitness trainer (2 hours daily including prep. time), a nutritionist or dietitian to develop individualize diet, meal plans and provide education regarding healthy living.
- I. Refusal to accept a referral is limited to individuals who are judged to be beyond the scope of the "target population" contained in the approved program design (Exhibit C).
- J. Contractor hereby warrants that all work will be performed in accordance with accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws.
- K. Contractor agrees that this facility shall be operated in accordance with Title 17, Division 2 of the California Code of Regulations concerning services for persons with developmental disabilities, Title 22, Division 6 of the California Code of Regulations concerning licensure of community care facilities, and Center's "Best Practice in Licensed Residential Services."
- L. Contractor agrees that its Administrator shall be in the facility providing supervision of direct care staff and the program of services no less than 20 hours per week as required by Center's Best Practice in Licensed Residential Services.
- M. Contractor agrees to adhere to the Zero Tolerance Policy for Consumer Abuse or Neglect attached hereto as Exhibit D.

- N. Contractor acknowledges that Contractor does not obtain by this Contract a guarantee and/or a vested right to have any particular consumer(s) and/or any number of consumers assigned, transferred or sent to Contractor under this Contract other than the number(s) specified in Section 1 of this Contract. Further, Contractor shall not limit and/or interfere with Center's right under Title 17 regulations to secure for any consumer served by Contractor additional and/or alternative services which the consumer's Planning Team has determined as needed.
- O. Contractor is to provide appropriate personnel and equipment to perform the services contracted for herein.
  - 1) Contractor agrees to follow IPP documentation requirements as stated in Title 17, California Code of Regulations, Sections 56022 and 56026, and to provide such training to its staff as needed to assure adequacy of documentation.
  - 2) Contractor agrees to follow person centered planning philosophies as published by DDS for consumers receiving services, and to provide and/or procure such training as needed to ensure adequate staff participation in person centered planning.
  - 3) Contractor agrees to notify consumers, service coordinators, care providers, and other significant persons of annual review staffing in advance. Center agrees to notify Contractor of annual or IPP meetings in advance.
  - 4) Contractor agrees that it shall submit written quarterly reports to the Center's case management staff for individual consumers reflecting progress toward the agreed upon Individual Program Plan/Individual Family Service Plan (IPP/IFSP) objectives.
- 4. Authorization to Purchase Services Required.
  - A. Contractor may not initiate any Services for Consumers until it has received a duly executed Authorization to Purchase Services from Center. Center will not be responsible for any services performed without written authorization.
  - B. Program Managers and the After-Hours Response team are the only Center staff who are designated to give verbal authorization for services or to provide additional services beyond the authorized hours.
  - C. Verbal authorization must be followed up within 15 days from the initiation of the requested services by a formal letter of request by the Contractor in order to receive a duly executed Authorization to Purchase Services from the Center.
  - D. Contractor must maintain separate records to support direct service billing for each consumer served and indirect or administrative billing performed during the course of providing services.
- 5. Contractor Staff.
  - A. Contractor hereby warrants that all work will be performed in accordance with accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws.



- B. Contractor shall contract directly with its staff and shall provide all staff necessary to perform the Services for each Consumer to whom Contractor has agreed to provide services.
- C. Contractor's staff shall be employees of Contractor. Contractor shall be solely responsible for procuring liability insurance for all staff, for payment of any and all applicable unemployment insurance, disability insurance, worker's compensation insurance, federal and state taxes, benefits, and any other required withholdings for all staff.
- D. Contractor shall comply with all applicable laws and regulations regarding the hiring, retention, training, licensure and certification of Direct Care Staff and personnel.
- E. Contractor certifies that all direct care staff providing services under this Contract hold necessary certification and/or licenses required by Title 17, California Code of Regulations and/or Title 22, California Code of Regulations or other pertinent State or Federal regulations.
  - 1) Contractor agrees that all direct care staff providing services under this Contract shall be currently certified to provide first aid, Cardiopulmonary Resuscitation, and any other emergency services required by law or regulation.
  - 2) Contractor shall provide to all direct care staff providing services under this Contract continuing education training on the needs of developmentally disabled persons relevant to the accepted program design (Exhibit C) as per Title 17 Section 56038 et seq. Center may assist in such in-service training if requested to do so by Contractor. Contractor shall provide to Center proof of in-service training upon request.
- F. Contractor agrees that all staff or volunteers having contact with consumers under this Contract will have cleared a fingerprint/background check that includes the Department of Justice prior to employment and contact with consumers. The Contractor will:
  - 1) Contractor shall require all staff providing Services having contact with Consumers under this Contract to have cleared a fingerprint /background check that includes the Department of Justice prior to having any contact with Consumers, and annually thereafter, unless clearance is sought through the Department of Social Services or the Trust Line Registry, which includes automatic checks for subsequent arrests. Contractor shall provide Center, upon request, with proof of the fingerprint clearance.
  - 2) Contractor shall require individuals to submit references from prior employers and/or volunteer organizations. Contractor shall verify the accuracy of these references and document the verification in the employee/volunteer personnel file.
  - 3) Contractor, within the scope of and direction of Contractor's agency exclusively, agrees to develop, retain, and implement employment policies and programs to encourage and promote Contractor's employee fitness during performance of service delivery tasks connected with the intended beneficiaries (Center's consumers) within Contractor's program design, California Code of Regulations Title 17 and Title 22 and Direct Support Professional requirements satisfying the principal purpose of "agreement" between Center and Contractor.

**EXHIBIT B**  
**RATE OF PAYMENT – HV0498**  
**Bright Futures 3**

1. Center shall pay Contractor at the following Negotiated rate:
  - A. \$15,851.30 per consumer per month, inclusive of SSL.
  - B. This rate shall constitute the total amount of compensation for Contractor's performance of this Contract.
2. **\$815,498** is the maximum amount which can be paid by Center to Contractor under this Contract, unless otherwise agreed to in writing by the Parties.
3. Contractor attests that fiscal and program related documentation is complete, accurate to the best of Contractor's knowledge, supported by records and source documentation, prepared in accordance with instructions provided by the Department and subject to audit.
4. Both parties to this Contract have come to a full understanding and agreement of a specified method used to accumulate data contained in the Contractor's documentation. Contractor attests that it utilizes said specified methods.
5. Center has informed Contractor of the applicable and correct median rate for the services to be provided under this Contract.

**EXHIBIT C**  
**PROGRAM DESIGN – HV0498**  
**Bright Futures 3**

## **EXHIBIT D**

### **Zero Tolerance Policy for Consumer Abuse or Neglect**

#### **1.0 STATEMENT OF PURPOSE**

Valley Mountain Regional Center (VMRC) has no tolerance for consumer abuse or neglect. Research studies document that individuals with developmental disabilities have a significantly higher risk of becoming the victims of abuse, neglect, or exploitation as compared to the non-disabled population. In an effort to ensure the health, safety, and security of VMRC consumers, our agency is committed to a "Zero Tolerance" standard for consumer abuse and neglect.

#### **2.0 DEFINITIONS**

Abuse includes, but is not limited to, physical abuse, neglect, financial abuse, abandonment, isolation, abduction, or other treatment which results in physical harm, pain or emotional/mental suffering, or deprivation, by a person providing care and supervision, of goods and services which are necessary to avoid physical harm or emotional/mental suffering further defined as follows:

- **Physical Abuse:** Any act which results in non-accidental injury. The use or attempt to use force on the person of another, unreasonable physical constraint, prolonged or continual deprivation of food and water, chemical restraint, or psychotropic medication without medical authorization used for punishment.
- **Sexual Abuse:** Any non-consenting sexual act or behavior.
- **Financial Abuse:** The illegal or unethical exploitation and/or use of a consumer's funds, property, or other assets.
- **Neglect:** The negligent failure of a person(s) having care or custody of a consumer to exercise a reasonable degree of care including, but not limited to, a failure to assist in personal hygiene and the provision of food, clothing, and shelter, or failure to provide medical care or protect the client from health and safety hazards including a medical diagnosis of failure to thrive.
- **Abandonment:** The desertion of a consumer by someone who is a caregiver or has custody of the consumer under circumstances in which a reasonable person would continue to provide care and custody.
- **Abduction:** The removal, without the consent of the consumer/conservator, of a consumer/conservatee to another state.
- **Isolation:** The intentional preventing of a consumer from receiving mail, telephone calls or visitors when contrary to the expressed wishes of the consumer.
- **Emotional Abuse/Mental Suffering:** Fear, agitation, confusion, severe depression or other forms of emotional distress that is brought about by deprivation, threats, harassment, or other forms of intimidating behavior.

### 3.0 PRINCIPALS, GUIDELINES

VMRC and all of their service providers shall ensure employees are fully informed of VMRC's Zero Tolerance Policy on Consumer Abuse and Neglect.

Employees are to be fully informed of the policy upon hire and annually thereafter. Each employee must be knowledgeable of

- 1) their responsibility to protect consumers from abuse and neglect, and
- 2) the signs of abuse and neglect, and
- 3) the process for reporting suspected abuse or neglect, and
- 4) the consequences of failing to follow the law and enforcing this policy.

"Reasonable suspicion" is the standard for reporting abuse and neglect. All VMRC staff who are mandated reporters pursuant to the California Penal Code, and all employees of service providers and long-term care facilities who are mandated reporters will strictly comply with the reporting laws at all times. A mandated reporter must (unless exempt under law) report all consumer abuse to the applicable governmental authorities immediately or as soon as practicable after his or her discovery or reasonable belief that consumer abuse has occurred.

Consumer abuse committed by VMRC employees or employees of service providers or long-term care facilities will not be tolerated. All such abuse or allegations of such abuse will be thoroughly investigated. Any VMRC employee found to have engaged in abuse against a consumer will be subject to severe discipline, up to and including termination. Any abuse found to have been committed by a service provider or long-term care facility employee will be referred to the appropriate authorities and the service provider may also be subject to sanctions up to and including devendorization which equates to removal from the list of those authorized to provide services for any and all regional center consumers.

### REPORTING PROCEDURES

Suspected abuse must be reported immediately by calling the appropriate 24-hour hotline and followed by a written report within 2 days of receiving the information concerning the incident.

If you suspect that a child is being abused, contact Child Protective Services:

- San Joaquin County (209)468-1333
- Stanislaus County (800)558-3665
- Amador County (209)223-6550 or (209)223-1075 (After Hours)
- Calaveras County (209)754-6452 or (209)754-6500 (After Hours)
- Tuolumne County (209)533-5717 or (209)533-4357 (After Hours)

If you suspect that an adult is being abused, contact Adult Protective Services:

- San Joaquin County (209)468-2202 or (888)800-4800

- Stanislaus County (800)336-4316
- Amador County (209)223-6550 or (209)223-1075 (After Hours)
- Calaveras County (209)754-6452 or (209)754-6500 (After Hours)
- Tuolumne County (209)768-7753 or (209)533-HELP (4357) (After Hours)

Ombudsman's Offices:

- San Joaquin (209)468-3785
- Stanislaus (209)529-3784
- Amador (209)532-7632
- Calaveras (209)532-7632
- Tuolumne (209)532-7632

## Contract Summary and Board Resolution

Valley Mountain Regional Center's Board of Directors reviewed the contracts below on **April 20, 2020** and passed the following resolution:

**RESOLVED THAT** in compliance with VMRC's BOD Contract Policy, the contracts listed below between VMRC and stated vendors were reviewed and approved by the VMRC BOD on **April 20, 2020** and Board hereby authorized any Officer of the corporation to execute the Agreement without material changes but otherwise on such terms deemed satisfactory to such Officer.

1 Communication Station	\$ 2,341,823
2 Community Anchor Services SLS	\$ 263,568
3 OpenDoor Services Tracy CITP	\$ 868,217
4 OpenDoor Services Stockton BMP	\$ 2,260,364
5 OpenDoor Services Modesto BMP	\$ 1,256,698
6 OpenDoor Services Modesto CITP	\$ 945,350
7 OpenDoor Services Stockton CITP	\$ 2,198,350
8 OpenDoor Services Manteca CITP	\$ 660,000
9 OpenDoor Services Manteca BMP	\$ 578,948
10 Steps Intervention Services	\$ 720,000
11 Trust Management Services	\$ 677,283
12 UCP San Joaquin Creative Intervention	\$ 1,608,582
13 UCP San Joaquin In-Home Respite	\$ 435,418
14 UCP San Joaquin Hammer Ranch ADC II	\$ 1,650,445
15 UCP San Joaquin Manteca ADC I	\$ 720,000
16 UCP San Joaquin Program Without Walls	\$ 640,000
17 UCP San Joaquin SAIL	\$ 700,000
18 UCP San Joaquin BMP	\$ 392,218
19 UCP San Joaquin CITP	\$ 725,000
20 UCP San Joaquin Stockton ADC III	\$ 1,029,738
21 Bright Futures 3	\$ 815,498
22 Bright Futures 1	\$ 894,548
23 Bright Futures 2	\$ 886,916
24 Khan Guest Home	\$ 847,522
25 Shadman House	\$ 886,916
26 STEPS Home	\$ 886,916

VMRC Board of Directors hereby authorizes and designates any office of VMRC to finalize, execute and deliver the Contract on behalf of VMRC, in such form as VMRC's counsel may advise, and on such further terms and conditions as such Officer may approve. The final terms of the Contract shall be conclusively evidence by the execution of the Contract by such Officer. For purposes of this authorization, and "Officer" means VMRC's Executive Director, Chief Financial Officer and no one else.

**Certification by Secretary:** I certify that: (1) I am the Secretary of VMRC; (2) the foregoing Resolution is a complete and accurate copy of the Resolution duly adopted by VMRC's Board of Directors; (3) the Resolution is in full force and has not been revoked or changed in any way.

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Lynda Mendoza, Board Secretary

Date

## CPP HOUSING AGREEMENT (FY 2019-20)

### BRILLIANT CORNERS (VMRC PROJECT 1920-5 & 1920-6)

This CPP Housing Agreement (this “**Agreement**”), dated for reference purposes as of February 1,, 2020 (the “**Effective Date**”), is entered into by and between Brilliant Corners, a California nonprofit corporation (“**Brilliant Corners**”) and Valley Mountain Regional Center, Inc., a California nonprofit corporation (“**VMRC**”), in accordance with the following facts:

A. **The Consumers.** VMRC provides services to individuals with developmental disabilities in San Joaquin, Stanislaus, Amador, Calaveras and Tuolumne counties (the “**Consumers**”).

B. **Brilliant Corners’ Mission.** Brilliant Corners represents and warrants that it has the experience and expertise to develop and manage affordable homes for individuals with special needs, including individuals with developmental disabilities, and that its primary mission is to assist such individuals with their housing needs.

C. **The Property; the Residence.** Brilliant Corners intends to purchase and renovate one property (the “**Property**”) so that the Consumers can occupy a home (the “**Residence**”) on the Property. Brilliant Corners shall develop a Property as an Enhanced Behavioral Support Homes for adult clients diagnosed with Traumatic Brain Injury and have severe maladaptive behaviors (e.g., aggression, self-injury, property destruction, and running/wandering away), who also may require nursing supports, and may have forensic involvement (the “**EBSH**”). Brilliant Corners shall develop a Property as a Community Crisis Home (“**CCH**”) for children with developmental disabilities that have severe maladaptive behaviors (e.g. aggression, self-injury, property destruction, and running, wandering away), who also may require nursing supports.

D. **CPP/CRDP Guidelines.** The California Department of Development Services (“**DDS**”) has published Guidelines for Purchasing and Developing Permanent Housing Through the Regional Center Community Placement Plan (CPP) and Community Resource Development Plan (**CRDP**) for FY 2018-19, Requests and Modifications (the “**Current CPP/CRDP Guidelines**”). Brilliant Corners acknowledges that it has reviewed and understands the Current CPP/CRDP Guidelines, including all of the Appendices thereto. All references in the Current CPP/CRDP Guidelines to the “NPO” or the “HDO” means Brilliant Corners.

E. **Housing Proposal; Funding Approval; CPP/CRDP Funds.** In accordance with the Current CPP/CRDP Guidelines, VMRC (with Brilliant Corners’ assistance) shall submit a housing proposal to DDS requesting funds for the acquisition and renovation of the Property for the benefit of those Consumers described in the Current CPP/CRDP Guidelines. DDS’s Letter of Conditional Approval (as defined in the Current CPP/CRDP Guidelines), by which DDS conditionally agrees to fund the housing proposal, is hereinafter referred to as a “**Funding Approval**”, and the funds that DDS will provide to VMRC pursuant to the Funding Approval are hereinafter referred to as “**CPP/CRDP Funds**”; *provided, however*, notwithstanding anything in this Agreement to the



contrary, VMRC shall have no financial or other obligation of any nature with respect to the Property until (i) Brilliant Corners is in escrow to purchase the Property, (ii) VMRC approves such purchase in writing and (iii) DDS gives its final acquisition approval to such purchase under Section X.B of the Current CPP/CRDP Guidelines.

F. **The Lease.** Once Brilliant Corners acquires and renovates the Property with CPP/CRDP Funds, Brilliant Corners intends to lease the Property to a service provider who is vendorized with VMRC (a "**Service Provider**") under a written lease (the "**Lease**"). The Service Provider will provide services to VMRC's Consumers who will occupy the Residence that Brilliant Corners leases to the Service Provider.

G. **Purpose of Agreement.** The purpose of this Agreement is to describe VMRC's and Brilliant Corners' rights and obligations to each other with respect to the acquisition, development, lease and maintenance of the Residence and the Property, conditioned on VMRC's receipt of Funding Approval and final property acquisition approval from DDS.

**NOW THEREFORE**, in consideration of the following mutual covenants, VMRC and Brilliant Corners agree as follows:

1. **The CPP/CRDP Funds; Aggregate and Individual Amounts.** The maximum amount of FY 2019-20 CPP/CRDP Funds available for Brilliant Corners' acquisition and renovation of the Property is shown on Exhibit "A" attached hereto. Brilliant Corners must spend all of the CPP/CRDP Funds by June 1, 2021; any unspent funds will revert to the State. The CPP/CRDP Funds are broken down as follows:
  - 1.1 Property Acquisition: VMRC shall reimburse to Brilliant Corners the maximum amount as shown on Exhibit "A" to cover a portion of Brilliant Corners' cost to acquire the Property. VMRC shall disburse such funds in accordance with the terms of this Agreement, and at the times determined by VMRC in its discretion for the Property: (i) an amount equal to the "sub-total acquisition costs" reflected on Brilliant Corners' approved estimated Sources and Uses budget on the date escrow closes; and (ii) the amount equal to the developer cost (aka "developer fee") reflected on the approved estimated Source and Uses budget after the date escrow closes.
  - 1.2 Property Renovation: VMRC shall reimburse to Brilliant Corners the maximum amounts shown on Exhibit "A" (the "**Maximum Renovation Amount**") to cover Brilliant Corners' cost to renovate and make improvements to the Residence thereon so that VMRC's Consumers may occupy the Property. VMRC shall disburse such funds in accordance with the milestones in Section 20 of this Agreement. Brilliant Corners acknowledges that Maximum Renovation Amount may not cover all Brilliant Corner's start up, acquisition and renovation costs.

1.3 Brilliant Corners' Budget. Payment Approvals. Brilliant Corners has prepared and submitted to VMRC an itemized budget proposal detailing the proposed use of funds for the Property. Brilliant Corners shall update the budget monthly, and more often as requested by VMRC or as required by the Current CPP/CRPD Guidelines. Within 15 days after the applicable municipality approves the final plans and specifications for the renovation work for the Property, Brilliant Corners shall deliver a final budget to VMRC (the "**Final Budget**") for its approval. However, once VMRC approves the Final Budget, no line item within the Budget shall increase or decrease by more than 10% cumulatively without VMRC's written consent. Funds are intended to offset Brilliant Corners' total costs to purchase and renovate the Property. Approval of payment(s) by VMRC and provisions for payment are subject to the terms and conditions which are set forth in the State Administrative Manual (SAM) requirements for subvention aid contracts and are limited to those expenses which are designated as acceptable items.

- 2 Applicability of CPP/CRDP Guidelines. Brilliant Corners shall at all times comply with the requirements in the CPP/CRDP Guidelines. If DDS imposes new obligations in revised or amended CPP/CRDP guidelines that did not appear in the current CPP/CRDP Guidelines, or that contradict earlier CPPCRDP guidelines, or if any inconsistency exists between the terms of this Agreement and the CPP/CRDP Guidelines, the terms of the CPP/CRDP Guidelines shall prevail with respect to the Properties.
- 3 Term. Subject to the provisions in Section 1 above, the term of this Agreement shall commence on the Effective Date and end on the earlier of (1) the date Brilliant Corners is no longer a fee owner of the Property or (2) June 1, 2050, subject to any earlier termination as provided in this Agreement. However, the termination or expiration of this Agreement shall not affect the continued enforceability of the documents intended to survive its termination (as provided in Section 12 below).
- 4 Property Acceptance Agreement; Implementation Plan; Commitment Letter. Once DDS issues Funding Approval to VMRC, Brilliant Corners will work collaboratively with VMRC in locating housing opportunities for Consumers, based on those needs articulated by VMRC, and in accordance with the following provisions:

4.1 Implementation Plan. Prior to acquiring the Property, Brilliant Corners shall prepare and submit to VMRC, for its review and approval, an implementation plan for the Property (the "**Implementation Plan**"). The Implementation Plan will contain all information required by the Current CPP Guidelines. Thus, for example, the Implementation Plan shall (1) specify a process that ensures compliance with all state and local building requirements, including without limitation VMRC's receipt of verification that any project has received all applicable required permits prior to the start of any demolition, construction, or renovation and (2) contain a detailed financing plan, along with a construction and operations budget containing the information required by the

Current CPP/CRPD Guidelines. Brilliant Corners shall update and revise the Implementation Plan at VMRC's request. VMRC may condition its execution of the Property Acceptance Agreement (defined in Section 4.2 below) on VMRC's approval of the Implementation Plan.

4.2 Property Acceptance Agreement. Prior to Brilliant Corners' purchase of the Property, Brilliant Corners and VMRC will attempt to reach agreement on the Agreed Rent (defined in Section 16.5.1 below) for the Property, if feasible. If (1) the parties reach agreement on the Agreed Rent and (2) VMRC approves the location, condition and other aspects of the Property (including the terms of the Lease, as provided in Paragraph 5 below, and the type of housing to be developed for Consumers), then the parties will sign the Property Acceptance Agreement attached as Exhibit "B" attached hereto (the "**Property Acceptance Agreement**"), confirming that the Property is subject to the terms and conditions of this Agreement. Only the Property identified in a fully executed Property Acceptance Agreement that references this Agreement is subject to the terms and conditions of this Agreement.

4.3 Commitment Letter. After the parties sign the Property Acceptance Agreement for the Property, and upon Brilliant Corners' request, VMRC will provide a letter to Brilliant Corners in the form attached as Exhibit "C" hereto.

4.4 Appraisal. Brilliant Corners shall not purchase the Property in excess of its appraised value, based on an appraisal which date is not earlier than 120 days before the closing. Brilliant Corners may use an appraisal provided to the senior Lender in establishing the Property's appraised value. Brilliant Corners shall provide the appraisal to VMRC as soon as practicable, for its approval. VMRC shall ensure the purchase price of the Property is supported by such appraisal before signing the Property Acceptance Agreement. The parties acknowledge that DDS will not approve any purchase of a Property for a price higher than its appraised value.

4.5 Financial Analysis of Brilliant Corners; Corrective Action Plan. VMRC may at any time perform a financial analysis of Brilliant Corners' and its subsidiaries' financial statements, and Brilliant Corners shall fully cooperate in such process. Such analysis may include, but not be limited to, a calculation of Brilliant Corners' debt coverage ratios (including debt to earnings ratio, debt to equity ratio, and EBITDA ratios), cash reserves, working capital and operating margin. If VMRC is reasonably concerned about Brilliant Corners' financial condition after completing such analysis, based on either current year status or multi-year trends, Brilliant Corners will cooperate with VMRC in implementing a corrective action plan to improve Brilliant Corners' financial condition to VMRC's reasonable satisfaction. If Brilliant Corners is either unwilling or unable to timely implement such plan to VMRC's reasonable satisfaction, VMRC may terminate this Agreement with respect to any Property that Brilliant Corners has not yet acquired.

- 5 Lease to Service Provider. After the parties sign the Property Acceptance Agreement for the Property, (1) VMRC shall use its good faith efforts to identify a Service Provider to lease the Property from Brilliant Corners, as well as Consumers who can occupy the Property and (2) Brilliant Corners and VMRC will use their good faith efforts to have Brilliant Corners lease the Property to the Service Provider. The parties will use their good faith efforts to have the Service Provider sign the Lease prior to Brilliant Corners' purchase of the Property. Notwithstanding the date the Lease commences, (i) the Service Provider's obligation to pay rent shall not commence until after Brilliant Corners completes its renovations to VMRC's satisfaction and delivers the Property to the Service Provider, ready for occupancy by Consumers, as of the date noted in a fully executed Certificate of Acceptance (the form of which is attached as an exhibit to the Lease) and (ii) rent shall be prorated for up to six months thereafter, as Consumers occupy the Property, as provided in the Certificate of Acceptance. Rent shall commence even if the Service Provider has not yet obtained an applicable DHS or DSS license for the Residence, as licensing is beyond Brilliant Corners' control. To the extent permitted by the Funding Approval, VMRC will disburse CPP/CRDP Funds equal to some or all of the Agreed Rent for Brilliant Corners' transition costs before Brilliant Corners begins receiving rent under the Lease, as part of the renovation costs and subject to the Maximum Renovation Amounts allowed under Section 1.2 above and Exhibit "A".

5.1 VMRC's Payment of Holding/Transition Costs to Brilliant Corners. To the extent permitted by the Funding Approval, VMRC will disburse CPP/CRDP Funds equal to all of the transition costs allowable within the CPP/CRDP Guidelines for up to six months after **Brilliant Corners** acquires a Property (or for a longer period, if approved by both VMRC and DDS in their sole and absolute discretion) and before **Brilliant Corners** begins receiving rent under the Lease for such Property, as part of the renovation costs and subject to the maximum disbursement allowed under Section 1.2 above and Exhibit "A".

- 6 Brilliant Corners' Acquisition of Housing; Disbursement of CPP/CRDP Funds; Notice to VMRC. Brilliant Corners will notify VMRC in writing (1) when Brilliant Corners opens an escrow to purchase the Property, (2) promptly after Brilliant Corners closes the escrow, (3) whether the Property requires renovations to house VMRC's Consumers, (4) if renovations are required, the expected date that such renovations will be completed, (5) on the date a Notice of Completion is recorded for renovation work, (6) on the date Brilliant Corners obtains a certificate of occupancy or final building sign off by the applicable governmental agency having jurisdiction over the renovations and (7) on the date the construction financing, if any, converts to permanent financing. Brilliant Corners shall also provide to VMRC an annual operating budget and quarterly statements of the loan balance and the replacement reserve for the Property at the end of each quarter of the calendar year, if so, requested by VMRC to fulfill its reporting obligations to DDS. Brilliant Corners acknowledges that VMRC requires this information in order to comply with its quarterly and annual reporting duties to DDS under the Current CPP/CRDP Guidelines. Notwithstanding anything herein to the

contrary, Brilliant Corners shall not close escrow on the Property until DDS has given its final approval for Brilliant Corners to be the NPO for this project and has also approved Brilliant Corners' acquisition of the Property under Section X.B of the Current CPP/CRDP Guidelines.

6.1 Disbursement of CPP/CRDP Funds at Acquisition. The CPP/CRDP Funds VMRC has earmarked for Brilliant Corners' acquisition of the Property shall be disbursed by VMRC directly to the escrow agent handling the sale of the Property, along with escrow instructions for the escrow agent's proper use of such funds. VMRC shall disburse its funds by wire transfer. VMRC's escrow instructions shall provide that escrow agent shall not disburse any CPP/CRDP Funds to Brilliant Corners or for its benefit until the escrow agent (i) records the Restrictive Covenant and DDS Deed of Trust described in Sections 8 and 10 below and (ii) records the Profit Participation Agreement or delivers the DDS Note described in Section 9 below. The parties intend that the recordation of such instruments and the disbursement of such CPP/CRDP Funds occur concurrently.

6.2 Brilliant Corners' Delivery of Vesting Deed. Upon close of escrow, Brilliant Corners shall deliver two conformed copies of the vesting deed to VMRC to confirm Brilliant Corners' fee ownership of the Property. VMRC is responsible for providing DDS the second conformed copy of the vesting deed.

6.3 Delivery of DDS Documents. Upon close of escrow, Brilliant Corners shall deliver a conformed copy of the Restrictive Covenant, the original DDS Note or PPA, whichever is applicable, and the DDS Deed of Trust to VMRC. VMRC is responsible for delivering these documents to DDS.

6.4 Occupancy by Consumers. Brilliant Corners shall only select a property to purchase that will meet the needs of the Consumers expected to reside there, as specified in their Individual Program Plans and as approved by DDS under the Funding Approval. Promptly after this Agreement is executed and before Brilliant Corners begins searching properties, the parties shall meet and review (i) VMRC's site selection criteria and (ii) the specific needs for Consumers who are expected to reside at the Property. No Consumers shall occupy the Residence until after Brilliant Corners makes all appropriate renovations so that the Residence is available for use by VMRC's Consumers, and VMRC reasonably approves such renovations in writing.

6.5 Notice to Licensing Agency. VMRC shall implement a courtesy noticing procedure to the applicable licensing agency to keep such agency informed of Brilliant Corners' plans for acquiring, developing and/or renovating the Residence.

7 Lender's Agreement to Provide Notice and Cure Rights.

7.1 Definitions. A "**Lender**" means an institutional lender that makes a Loan to Brilliant Corners, the proceeds of which are applied to pay the costs of acquisition of the Property, and any construction, renovation, rehabilitation or remodeling of the Residence on the Property, and such lender's successors or assigns, and any lender that makes a Loan to refinance any such Loan. A "**Loan**" means a loan from a Lender to Brilliant Corners secured by the lien of a deed of trust encumbering the Property (the "**Deed of Trust**").

7.2 Financing Responsibility. It is Brilliant Corners' sole responsibility to apply for and obtain, and Brilliant Corners assumes all risks associated with, all Lender financing for the Property (including acquisition and construction financing [if any], and permanent financing). Notwithstanding the foregoing, VMRC reserves the right to approve the Lender and the terms of the loan; such approval shall not be unreasonably withheld or delayed. Brilliant Corners is solely responsible for administering all construction funds from Lender including, but is not limited to, preparing and submitting applications for funding, executing funding agreements, preparing requests to draw down funds, and preparing all required reports.

7.3 Notice and Cure Agreement. Prior to Brilliant Corners' acquisition of the Property, Brilliant Corners shall cause the Lender to sign, and deliver to VMRC, an Agreement to Provide Notice and Cure rights (the "**Notice and Cure Agreement**"). The form of the Notice and Cure Agreement shall be the same as the form attached as an exhibit to the Current CPP/CRDP Guidelines. The purpose of such document is to ensure that the Lender will give VMRC and DDS adequate notice and the opportunity to cure any default by Brilliant Corners under the Loan. The parties agree to modify the form of the Notice and Cure Agreement if so, requested by DDS. Except for VMRC's advance of up to 25% of the acquisition funds for the Property as noted in Paragraph 1.1 above, VMRC shall not disburse any CPP/CRDP Funds to Brilliant Corners or for its benefit until VMRC is in receipt of the executed Notice and Cure Agreement from the Lender. VMRC shall submit a signed copy of the Notice and Cure Agreement to DDS within 15 days after the date Brilliant Corners acquires ownership of the Property.

7.4 No Use of CPP/CRDP Funds and Lender Funds for Same Purpose. Brilliant Corners shall not use the Lender's funds and CPP/CRDP Funds for the same costs or expenses.

8. Restrictive Covenant. At the time Brilliant Corners becomes the fee owner of the Property, Brilliant Corners and VMRC will sign and notarize a Restrictive Covenant (the "**Restrictive Covenant**") and cause it to be recorded against the Property. The

form of the Restrictive Covenant shall be the same as the form attached as an exhibit to the Current CPP/CRDP Guidelines. The purpose of the Restrictive Covenant is to insure the Property shall be used and occupied only by Consumers in accordance with the provisions and limitations in the Current CPP/CRDP Guidelines. At all times during Brilliant Corners' ownership of the Property, Brilliant Corners shall comply with all of the provisions in the Restrictive Covenant applicable to the Property. After the Restrictive Covenant is recorded against the Property, Brilliant Corners shall not be required to amend or modify the same, unless such amendment or modification is requested by DDS.

9. DDS Note; Profit Participation Agreement. At the time Brilliant Corners becomes the fee owner of the Property, Brilliant Corners shall either (i) execute a Promissory Note in favor of DDS (the "**DDS Note**") or (ii) execute and notarize a Profit Participation Agreement in favor of DDS (the "**PPA**") and cause the PPA to be recorded against the Property. The form of the DDS Note or PPA shall be the same as the forms attached as exhibits to the Current CPP/CRDP Guidelines. The purpose of such documents are to further secure Brilliant Corners' obligations to DDS. At all times during Brilliant Corners' ownership of the Property, Brilliant Corners shall comply with all of the provisions in the DDS Note or the PPA applicable to the Property. After the DDS Note or PPA is executed, Brilliant Corners shall not be required to amend or modify the same, unless such amendment or modification (i) is requested by DDS and (ii) does not materially increase Brilliant Corners' obligations under the DDS Note, the PPA or this Agreement.
10. DDS Deed of Trust. At the time Brilliant Corners becomes the fee owner of the Property, Brilliant Corners shall execute and notarize a Deed of Trust in favor of DDS (the "**DDS Deed of Trust**") and cause it to be recorded against the Property. The form of the DDS Deed of Trust shall be the same as the form attached as an exhibit to the Current CPP/CRDP Guidelines. The purpose of such document is to secure Brilliant Corners' obligations to DDS, including Brilliant Corners' obligations under the Restrictive Covenant. At all times during Brilliant Corners' ownership of the Property, Brilliant Corners shall comply with all of the provisions in the DDS Deed of Trust applicable to the Property. After the DDS Deed of Trust is recorded against the Property, Brilliant Corners shall not be required to amend or modify the same, unless such amendment or modification (i) is requested by DDS and (ii) does not materially increase Brilliant Corners' obligations under the DDS Deed of Trust or this Agreement.
11. Title Insurance. Brilliant Corners shall obtain an owner's policy of title insurance at the time it purchases the Property. Brilliant Corners shall also obtain a lender's policy in favor of DDS and/or VMRC with respect to the Restrictive Covenant and the DDS Deed of Trust (in an amount equal to the principal noted in the DDS Note or PPA, as applicable). The cost of the lender's policy shall be paid from the CPP/CRDP Funds.

12. Consequence of Breach; Termination of Agreement; Instruments Remain in Effect. Brilliant Corners' breach of any Restrictive Covenant, DDS Note, DDS Deed of Trust or the PPA shall also constitute Brilliant Corners' breach of this Agreement. The Restrictive Covenant, DDS Note, DDS Deed of Trust and the PPA shall survive the termination of this Agreement and shall only be terminated in accordance with their terms.

13. Future Loan Refinancing; Subordination of Restrictive Covenant, DDS Deed of Trust and PPA. If Brilliant Corners elects to refinance a Loan, then upon the request of the new Lender and with DDS's written consent, Brilliant Corners and VMRC may execute a DDS approved agreement (the "**Subordination Agreement**") to subordinate the Restrictive Covenant, the DDS Deed of Trust and the PPA of the Property to the lien of the Lender's Loan, as long as VMRC consents to the terms of the new loan (which consent shall not be unreasonably withheld) and such Subordination Agreement or a separate agreement signed by the Lender (such as the Notice and Cure Agreement) provides that the Lender will give both VMRC and DDS adequate notice and cure rights if Brilliant Corners defaults under its Loan. VMRC will request DDS to sign the Subordination Agreement, but VMRC shall not have any liability if DDS fails to sign the Subordination Agreement.

14. Brilliant Corners' Delivery of The Lender's Deed of Trust to VMRC and DDS; Recordation of Request for Notice. Promptly after the Lender records its Deed of Trust to secure its Loan for the Property, Brilliant Corners shall deliver a conformed copy of the Deed of Trust to VMRC and DDS. VMRC requires a copy of the Deed of Trust so that VMRC can record Requests for Notice under Civil Code section 2924b in its favor and in favor of DDS. Forms of the Requests for Notice are attached as exhibits to the Current CPP/CRDP Guidelines.

15. Developer Fee. Brilliant Corners' fee to provide the services in this Agreement is \$85,000 per property (the "**Developer Fee**"). The methodology for establishing the Developer Fee from all sources, and the basis for calculating such fee, is based on DDS's approval of such fee through the Housing Acquisition Request (HAR) process under the Current CPP/CRDP Guidelines. The Developer Fee is built into the Source and Uses budget and paid through the acquisition and renovation funds.

16. The Lease. The parties agree as follows with respect to leasing the Property:

- a. Selection of the Tenant. Brilliant Corners acknowledges that, despite its position as landlord under the Lease, Brilliant Corners has no right to select the master tenant. Rather, VMRC shall have the sole right to select the initial tenant and all replacement tenants for the Property; provided, however, the master tenant must be a Service Provider vendored by VMRC. Similarly, VMRC shall have the sole right to cause one master tenant to assign its interest under the Lease to a new master tenant.



- b. The Lease Form; the Lease Addendum. Brilliant Corners may use any form of lease it chooses, provided that VMRC approves such form in writing in advance. VMRC hereby preapproves the form of Lease attached hereto as Exhibit "D". Whether Brilliant Corners uses its own form, or the template attached hereto as Exhibit "D", the Lease shall include a Lease Addendum that is identical to the Lease Addendum template attached hereto as part of Exhibit "D". All references in this Agreement to the "Lease" includes the Lease Addendum. VMRC may require changes to the form of Lease if so requested or required by DDS.
- c. Specific Lease Restrictions. Brilliant Corners shall not do any of the following without first obtaining VMRC's express written consent, which shall not be unreasonably withheld: (1) lease, sublease or license rights in the Property to any party other than the applicable Service Provider under the Lease; (2) materially modify or amend the Lease (including but not limited to the amount of the rent) or terminate the Lease; or (3) unreasonably hinder a Service Provider in providing services to the Consumers residing in the Property.
- d. Notification of Service Provider Delinquencies. As soon as Brilliant Corners becomes aware of any delinquent rent payments under the Lease, or any other monetary or non-monetary default by a Service Provider under the Lease, Brilliant Corners shall promptly notify VMRC of such fact in writing.
- e. VMRC's Reimbursement to Service Provider. Subject to (1) Brilliant Corners' compliance with the terms of this Agreement and (2) the Service Provider's compliance with the terms of its service provider agreement with VMRC for the Property (the "**Service Provider Agreement**"), VMRC will pay the Service Provider the amounts to which the Service Provider is entitled to receive under its Service Provider Agreement, which shall include a sufficient amount to cover the Service Provider's rental obligations under the Lease.
  - i. Amount of Debt Service; Determination of Agreed Rent. The term "**Debt Service**" means Brilliant Corners' total monthly repayment obligation for the Loan encumbering the Property. With respect to the Property that Brilliant Corners intends to purchase, the parties shall comply with the following procedure: (1) as soon as practicable before Brilliant Corners purchases the Property, Brilliant Corners shall inform VMRC of the expected Debt Service for the Property as of the expected commencement date of the Lease for the Property, as well as other continuing costs of Property ownership (including but not limited to property insurance, property management fees, property taxes [if applicable], the Reserve (defined in Section 16.9.1 below) and the cost of maintenance and repairs); (2) VMRC shall then have the right, in its sole and absolute discretion, to decide whether to approve the Debt Service and such other expected costs of Property ownership, or any lesser sum; the amount so approved by VMRC is the "**Agreed Rent**";

(3) Brilliant Corners shall have the right to approve VMRC's determination of the Agreed Rent; and (4) if Brilliant Corners informs VMRC in writing that Brilliant Corners does not agree with the amount of the Agreed Rent within 10 days after RC notifies Brilliant Corners of the determination of the Agreed Rent, then the Property shall not be subject to this Agreement or entitled to any CPP/CRDP Funds.

- ii. Payment of Agreed Rent. After the parties' execution of the Property Acceptance Agreement, the Agreed Rent for the Property (1) shall become the monthly rent for the Property and (2) shall be recognized by VMRC as a valid expense of the Service Provider as part of VMRC's calculation of the sums which the Service Provider shall be entitled to receive from VMRC under the Service Provider Agreement relating to the Property. Once the Service Provider's obligation to pay the Agreed Rent commences, as provided in Section 5 above, the Agreed Rent shall not be abated or adjusted based on the occupancy level of the Residence at any time. The Agreed Rent shall remain a fixed amount even if the Loan has a variable interest rate or other features that cause the Debt Service to fluctuate, unless the parties expressly agree in the Property Acceptance Agreement that the Agreed Rent will fluctuate with the Debt Service during the Loan term. It is Brilliant Corners' responsibility to ensure any expected cost increases relating to a Property over time, including but not limited to annual property tax increases and insurance premium increases, are built into the Agreed Rent.

No Obligation of VMRC and DDS. Nothing in this Agreement shall be construed as obligating VMRC or DDS to pay any of the Agreed Rent to Brilliant Corners.

a. Reduction of Agreed Rent Upon Reduction or Repayment of a Loan. Notwithstanding the provisions in Section 16.5.2, at such time(s) as the monthly installments for each Loan from the Lender to Brilliant Corners is reduced, or at such time a Loan is repaid in full (without refinancing), the Agreed Rent for the Property shall be automatically reduced by an amount equal to the Debt Service reduction (and, in such event, VMRC's payment to the Service Provider leasing the Property shall be automatically reduced by the same amount).

b. Reduction of Agreed Rent Tied to Reduction in Real Property Taxes for Tax Exempt Service Provider. Notwithstanding the provisions in Section 16.5.2, if the Service Provider or any successor Service Provider is a nonprofit entity under Internal Revenue Code section 501(c)(3), then once Brilliant Corners receives the tax exemption described in

Paragraph 18.2 below, the Agreed Rent under the Lease shall be reduced by an amount equal to the difference between (i) the amount of real property taxes in effect on the date Brilliant Corners acquired fee title to the Property and (ii) the amount of the reduction in real property taxes as a result of obtaining the tax exemption (and, in such event, VMRC's payment to the Service Provider leasing the Property shall be automatically reduced by the same amount). Further, if the tax exemption is retroactive, Brilliant Corners shall promptly remit to VMRC an amount equal to any tax refund payment Brilliant Corners receives from the taxing authority. If the tax exemption is revoked, the Agreed Rent under the Lease shall be increased by a like amount (and, in such event, VMRC's payment to the Service Provider leasing the Property shall be automatically increased by the same amount).

c. Change of Agreed Rent Due to Changes in Operating, Maintenance and/or Repair Costs. Notwithstanding the provisions in Section 16.5.2, at Brilliant Corners' request the parties shall meet (but not more often than every 12 months) to discuss whether to increase the Agreed Rent to the extent Brilliant Corners' net operating, maintenance and/or repair costs have increased during such previous 12-month period (after taking into account any additional funds Brilliant Corners has received from VMRC, the Service Provider or any third party during such time period to compensate Brilliant Corners for any changes in such costs). As a result of such meeting, the parties may mutually agree to increase the Agreed Rent to a new fixed monthly amount to reasonably account for such net cost increases (and, in such event, VMRC's payment to the Service Provider leasing the Property shall be automatically increased by the same amount); *provided, however*, the Agreed Rent shall only increase if it does not cause VMRC's overall monthly payment to the Service Provider to exceed the median rate for the home type, or the statewide median rate if no median rate exists for the home type; *and provided, further* (i) VMRC may consent or withhold its consent to any increase in Agreed Rent at VMRC's sole and absolute discretion and (ii) VMRC may condition its agreement to increase the Agreed Rent on DDS's approval of such rent increase.

d. Special Consideration for EBSH/CCH. The Agreed Rent shall not be abated or adjusted based on the occupancy level of the Residence at any time, subject to the provisions in WIC Section 4684.81 and 17 CCR Section 59072.

e. Refinancing. The parties acknowledge that DDS must consent to the refinancing of each Property, and that DDS will not approve variable rate loans or loans with balloon payments. If Brilliant Corners refinances a Loan with DDS's consent, the Agreed Rent for the Property shall increase or decrease to reflect the changed amount of the Debt Service for the refinanced Loan as compared to the Debt Service for the original Loan (and, in such event, VMRC's payment to the Service Provider leasing the Property shall be automatically increased or reduced, as applicable, by the same amount).

16.6. Brilliant Corners' Lease Obligations. At minimum, Brilliant Corners shall be responsible for all of the following obligations under the Lease (at no additional cost to the Service Provider or VMRC, as such costs are built into the rent): (1) all expenses, costs and amounts of every kind and nature necessary or appropriate to manage the Property; (2) maintaining and repairing the Residence (including but not limited to the roof, foundation, floor slab, structural components, landscaping and its mechanical, electrical and plumbing components) in good condition, order and repair; (3) the cost of any insurance which Brilliant Corners determines to carry; (4) fees, charges and other costs, including consulting fees, legal fees and accounting fees, of all contractors engaged by Brilliant Corners or otherwise reasonably incurred by Brilliant Corners in connection with the management, renovation, improvement, maintenance and repair of the Residence; (5) wages, salaries and other compensation and benefits of all persons engaged in the management, maintenance or security of the Property, and employer's Social Security taxes, unemployment taxes or insurance, and any other taxes which may be levied on such wages, salaries, compensation and benefits; (6) real property taxes [if any] and assessments; and (7) to the extent applicable, the cost of annually filing the welfare tax abatement described in Paragraph 18.2 below so that it does not lapse. Notwithstanding the foregoing, the cost of any repairs or replacements to the Residence resulting from the negligence or intentional misconduct of a Service Provider or any Consumer shall be the responsibility of the Service Provider.

16.7. Compliance with VMRC's Instructions. Brilliant Corners agrees to promptly perform all acts and sign all documents relating to the Lease as VMRC may from time to time instruct. Thus, for example, if VMRC decides that the Lease should be amended in a manner that will not materially increase Brilliant Corners' obligations or materially reduce its rights thereunder, or that the Lease amendment or sublease should be consented to, or that the existing Service Provider tenant should assign its rights to a new Service Provider tenant, then Brilliant Corners shall promptly take the necessary action to accomplish the same in accordance with VMRC's instructions.

16.8. Use by Service Provider. Once the initial Service Provider has leased the Property, VMRC shall be solely responsible for replacing the Service Provider during the Lease term.

16.9. The Reserve Account.

16.9.1 From each payment of Agreed Rent with respect to the Property, Brilliant Corners shall deposit the sum of no more than \$1,0800 per month (the “**Reserve**”) into a segregated account in Brilliant Corners’ name (the “**Reserve Account**”). The purpose of the Reserve is to create a fund for repairs and replacements to the capital improvements at the Property, including but not limited to the following: plumbing, supply and drain lines; electrical panels and wiring; fire alarms and fire sprinklers systems, including related electrical panels; exterior siding; paint; windows (but not repair of broken windows except at the end of their useful life); doors; roof; foundation and floor slabs; structural components (including structural components of the exterior and interior and load bearing walls); concrete; fencing; interior paint; flooring; built-in appliances; major appliances such as stove, refrigerator, and oven/range; water heater; kitchen cabinets; countertops and sinks; bath cabinets; light fixtures; doors; HVAC, faucets; toilets (but not clogs); patio covers; and landscaping (but not landscape maintenance).

16.9.2 The funds in the Reserve Account shall be segregated from Brilliant Corners’ operating account and other accounts. However, Brilliant Corners may hold reserves for other homes in the Reserve Account, as long as (i) such homes are also occupied by VMRC’s Consumers, (ii) such homes are located in VMRC’s catchment area (unless otherwise approved by VMRC in writing) and (iii) Brilliant Corners’ books and records at all times reflect the amount of the funds in the Reserve Account applicable to the Property. Brilliant Corners shall not use the Reserve for the Property to cover any costs of another property.

16.9.3 Brilliant Corners shall first exhaust all other sources of funding (e.g., insurance and product warranties) before using any of the Reserve. Further, Brilliant Corners’ release and application of funds from the Reserve Account shall be subject to monitoring by VMRC. Brilliant Corners shall notify VMRC in writing each time Brilliant Corners withdraws funds from the Reserve Account. Further, Brilliant Corners shall not expend any funds from the Reserve Account for any reason without first obtaining VMRC’s written approval, which shall not be unreasonably withheld. In cases of emergencies only, Brilliant Corners is not required to obtain VMRC’s prior written approval, provided that Brilliant Corners obtain VMRC’s approval within two (2) working days of withdrawing funds from the Reserve Account and replenishes such account if VMRC fails to provide its approval.

16.9.4 Subject to the last sentence of this paragraph, at any time during the term of the Lease, at VMRC’s request and for reasonable cause, Brilliant Corners shall increase or decrease the monthly amount of the Reserve, subject to (i) both parties’ review of the Property’s operating income and expenses to determine if such change is justified and (ii) any lender reserve-for-replacement requirements. Notwithstanding anything herein to the contrary, once DDS has approved the amount of the Reserve, the Reserve shall not change until

VMRC submits a replacement reserve analysis to DDS and obtain DDS's approval for such change.

16.9.5 At least once per year, and more often if requested by VMRC, Brilliant Corners shall provide a Reserve Report to VMRC, as well as any other information requested by VMRC, so that (i) VMRC can timely certify to DDS that, to VMRC's best knowledge, the interior, exterior, and any detached structures of the Property are in good working condition and properly maintained, and that there is no threat to the health, welfare, and safety of Consumers living at the Property, or staff or visitors, and (ii) VMRC can file its annual CPP Housing Report with DDS as required by the Current CPP Guidelines. The Reserve Report shall (i) estimate the remaining useful life of capital improvements at the Property, both individually and collectively, (ii) estimate the amount of funds reasonably needed to timely replace such capital improvements, (iii) state the total amount in the Reserve Account applicable to the Property and (iv) list all expenditures from the Reserve Account during the prior 12 month period applicable to the Property. At VMRC's option, an independent third party shall complete the Reserve Report.

17. Property Management. At all times during Brilliant Corners' ownership of the Property, Brilliant Corners shall perform normal and customary property management duties, including but not limited to the following: (1) monitoring the Service Provider tenant under the Lease to insure the Service Provider properly complies with all of its monetary and non-monetary obligations under such Lease, and promptly report any noncompliance to VMRC; (2) if a Service Provider vacates the Property, handling the transition between the Service Provider and the next one, including (i) assigning Brilliant Corners personnel or engaging a contractor to clean the Residence and prepare it for use by the next Service Provider and (ii) signing a new Lease, or consenting to the Lease assignment, for the new tenant (subject to VMRC approval in either event); (3) ensuring all insurance required by Brilliant Corners under the Lease is always in effect and in compliance with the terms of the Lease; (4) promptly notifying VMRC in writing if any insurance required to be maintained by the Service Provider under the Lease is about to lapse; (5) periodically inspecting the Property and all improvements thereon to insure that they are always in good working order and condition; (6) engaging qualified contractors or qualified Brilliant Corners personnel to perform those repair and maintenance duties that are Brilliant Corners' responsibility; (7) promptly notifying VMRC of any physical defects, environmental hazards or violations of law discovered at the Property; and (8) generally taking all actions appropriate to preserve the improvements on the Property and to protect its value.

17.1 At VMRC's request, Brilliant Corners will enter into a separate Property Management Agreement with VMRC or the Service Provider to perform the services described above; provided, however, if DDS requires a third party to provide property management services for the Property, Brilliant Corners shall comply with DDS's requirements.

17.2 If VMRC determines, in its reasonable judgment, that Brilliant Corners has repeatedly failed to comply with any of the material requirements and standards of this Section 17, then VMRC shall deliver notice to Brilliant Corners of its intention to cause replacement of Brilliant Corners as the property manager for the Residence, including the reasons therefor. Within 15 days after receipt by Brilliant Corners of such written notice, VMRC staff and Brilliant Corners shall meet in good faith to consider methods for improving Brilliant Corner's compliance with the requirements of this Section. If, after a reasonable period as determined by VMRC (but which shall not be less than 60 days following the date of the initial notice described above), VMRC determines that Brilliant Corners is not operating and managing the Residence in accordance with the material requirements and standards of this Section, then VMRC may require replacement of Brilliant Corners as the property manager of the Residence. If, after the above procedure, VMRC requires, in writing, the replacement of Brilliant Corners as the property manager, then Brilliant Corners shall enter into a separate Property Management Agreement with any of the following: (1) VMRC, (2) the Service Provider, or (3) a third-party property management company, to perform such services; provided, however such replacement property manager shall be mutually selected by Brilliant Corners and VMRC in a commercially reasonable manner, and such replacement shall only be implemented to the extent VMRC and Brilliant Corners mutually determine that such replacement shall not have a material adverse financial impact on the financial feasibility of the operation of the Residence by Brilliant Corners, including, but not limited to, Brilliant Corners' ability to pay all other operational costs and expenses, including, but not limited to, all indebtedness secured by the Deed of Trust. In no event shall VMRC pursue its rights under Section 30 or Section 31 of this Agreement, solely in connection with Brilliant Corner's failure to comply with this Section, unless and until VMRC has complied with the process set forth above.

18. Real Property Taxes. If a Service Provider is a 501(c)(3) organization, Brilliant Corners shall take all actions necessary to insure the Property it leases is exempt from real property taxes (with the understanding that such exemption will not normally apply to assessments, which shall continue to appear on the tax bill).

18.1 Payment of Real Property Taxes. If the Property is not exempt from real property taxes, Brilliant Corners shall insure all property taxes and assessments are timely paid.

18.2 Property Tax Exemption. This Paragraph applies only if VMRC selects a Service Provider which is a 501(c)(3) entity. If the Property is exempt (or intended to be exempt) from real property taxes, Brilliant Corners shall (a) insure all assessments are timely paid and (b) take all necessary actions within its control to insure the Property's tax exempt status is not lost, including but not limited to (1) timely filing for an Organizational Clearance Certificate

(Form BOE-277) with the State Board of Equalization within 90 days after this Agreement is executed (or providing proof to VMRC that Brilliant Corners has already received its Organizational Clearance Certificate from the SBE); (2) timely renewing such Certificate so that it never lapses during Brilliant Corners' ownership of the Property; (3) filing with the applicable County Tax Assessor a request for property tax exemption via form BOE-267 (and Form BOE 267-H, if applicable) and annually renewing such exemption once it has been obtained; and (4) ensuring the non-profit Service Provider similarly timely files such forms with the State Board of Equalization and the applicable County Tax Assessor for the Property. (Form BOE-277 is available at the following website: [www.boe.ca.gov/proptaxes/pdf/boe277.dpf](http://www.boe.ca.gov/proptaxes/pdf/boe277.dpf); Forms BOE-267 and 267-H are available at each County Assessor's office.) Brilliant Corners shall file the initial form BOE-267/267-H with the tax assessor as early as possible after Brilliant Corners purchases the Property and has signed a Lease with the Service Provider (as long as VMRC first provides the names and annual income of the Consumers who will be residing at such Residence). In no event shall Brilliant Corners file the initial form BOE-267/267-H later than the first day the first Consumer occupies the Property.

#### 19. Renovation Work.

19.1 Development/Improvements. Brilliant Corners may not make any improvements, alterations, additions or changes (collectively, the "**Improvements**") to the Property without first procuring the prior written consent of VMRC, which consent shall be requested by Brilliant Corners prior to the commencement of the work, and which consent shall not be unreasonably withheld by VMRC; provided, however, it shall be deemed reasonable for VMRC to withhold its consent to any Improvements which adversely affect (i) the structural portions or the systems or equipment of the Property, (ii) the exterior appearance of the Property or (iii) the ability of VMRC's Consumers to use the Property. Notwithstanding the foregoing, Brilliant Corners shall be permitted to make Improvements without VMRC's prior consent, to the extent that such Improvements are (a) decorative only, or relate to the normal repair and maintenance of the Property (e.g., the installation of carpeting, the painting of the walls of the Property, or the basic plumbing, mechanical, HVAC and electrical work) or (b) reasonably related to the existence of an emergency to the extent necessary to maintain the value of the Property and/or the ability to safely permit the continued occupancy thereof by VMRC's Consumers. Except to the extent permitted by the Funding Approval, VMRC shall have no obligation to pay for the cost of any of the Improvements performed at the Property.

19.2 Deliverables. VMRC's obligation to disburse CPP/CRDP Funds relating to renovation work at the Property shall be conditioned on Brilliant Corners' delivery to VMRC, and VMRC's approval of, all of the following: (i) overall construction and rehabilitation budget for the Property (including a budget for



the Improvements and a budget for the appliances and fixtures Brilliant Corners intends to purchase for the Property); (ii) construction drawings and specifications for the proposed Improvements; (iii) architect's contract, if applicable; (iv) structural engineer's contract, if applicable; and (v) construction contract between Brilliant Corners and its general contractor, including contractor's fixed price or time & materials bid to perform the renovation work on the Property. When the renovation work is complete, Brilliant Corners shall provide evidence that the applicable jurisdiction has issued a final Certificate of Occupancy or its equivalent for the Property.

19.3 Manner of Construction; Terms of Construction Contract. VMRC may impose, as a condition of its consent to any and all Improvements or repairs of the Property or about the Property, such requirements as VMRC in its reasonable discretion may deem desirable, including, but not limited to, the requirement that Brilliant Corners utilize for such purposes only contractors, subcontractors, materials, mechanics and materialmen mutually approved by the parties. VMRC shall have the right to review and approve the terms and conditions of the construction contract between Brilliant Corners and its general contractor for all Improvements. Further, the construction contract must contain the following provisions: (i) the contractor shall only be entitled to payments based upon performance; (ii) the contractor must provide appropriate conditional and unconditional mechanics lien releases, in accordance with standard construction industry practice, as a condition to its receipt of each installment payment and final payment and (iii) Brilliant Corners will withhold a 10 percent retention, which it shall only disburse to the contractor after the renovation work is completed, a Certificate of Occupancy (or its equivalent) is provided by the local agency (e.g., building inspector), VMRC has completed its final walk through, and VMRC has signed the Certificate of Acceptance attached as an exhibit to the Lease. Brilliant Corners shall also include the following statement in the construction contract between Brilliant Corners and the general contractor: *"Valley Mountain Regional Center is a third-party beneficiary of all of Brilliant Corners' rights under this Contract."*

19.4 Automatic Fire Sprinkler System. Brilliant Corners shall ensure the Residence has a functional automatic fire sprinkler system at all times any Consumer occupies the Residence.

19.5 Construction Insurance. Prior to the commencement of Improvements at the Property, Brilliant Corners shall provide VMRC with evidence that adequate liability insurance from the contractor and adequate casualty insurance (such as "Builder's All Risk" insurance or another form of casualty insurance reasonably acceptable to VMRC) is obtained/maintained in an amount approved by VMRC (which shall in no event be less than the amount actually carried by Brilliant Corners) covering the construction of such Improvements,

it being understood and agreed that all of such Improvements shall be adequately insured by Brilliant Corners immediately upon completion thereof.

- 19.6 Compliance With Laws. Brilliant Corners shall cause all Improvements and repairs to be performed in a good and workmanlike manner, in conformance with any and all applicable federal, state, county or municipal laws, rules and regulations and pursuant to a valid building permit, issued by the city or county in which the Property is located, all in conformance with any commercially reasonable construction rules and regulations VMRC may promulgate from time to time.
- 19.7 Payment and Performance Bond; Alternative Performance Assurances. VMRC's disbursement of CPP/CRDP Funds for the Improvements shall be conditioned on Brilliant Corners' delivery to VMRC of a Payment and Performance Bond from Brilliant Corners' contractor in favor of Brilliant Corners, in an amount equal to 100% of the expected costs of construction; *provided, however*, if prior to the commencement of any work, (i) Brilliant Corners agrees to comply with all four of the "alternative performance assurances" described in Section IV(L) of the Current CPP/CRDP Guidelines (including Brilliant Corners' engagement of a professional construction manager, reasonably approved by VMRC, to oversee the renovation work) and (ii) VMRC so consents, then VMRC shall request DDS to waive the Payment and Performance Bond requirement. Nothing herein shall be construed to obligate DDS to waive the bond requirement.
- 19.8 Timely Development. Brilliant Corners is responsible and accountable for timely developing the Property so that it can be occupied by Consumers pursuant to the terms of, and by the deadlines contained within, the Current CPP/CRDP Guidelines. VMRC shall be responsible for timely identifying and selecting the Service Provider as well as the Consumers for the Property, so that by the time the renovation work is completed, the Service Provider is prepared to occupy the Property and provide residential care services to Consumers.
- 19.9 Disbursements; Procedures. VMRC shall disburse CPP/CRDP Funds for renovation work to Brilliant Corners for the Property in accordance with the procedures in Section 20 below.
- 19.10 Monitoring of Plans and Work. VMRC shall regularly monitor the project including, but not limited to, Brilliant Corners' preparation of the plans and the contractor's performance of the renovation work, to ensure satisfactory progress under Section X of the Current CPP/CRDP Guidelines. Brilliant Corners shall promptly respond to all inquiries, and cooperate, coordinate, and otherwise comply with VMRC's requests.

- 19.11 Monthly Updates. On a monthly basis during the installation of the Improvements, and at all times upon VMRC's request, Brilliant Corners shall provide VMRC with an update as to the progress of its work. VMRC shall report progress of the project to DDS on a quarterly basis.
- 19.12 Brilliant Corners' Delivery of Proof of Expenditures; Brilliant Corners' Return of Unused Funds. Upon Brilliant Corners' completion of the Improvements at the Property, Brilliant Corners shall provide to VMRC invoices and other evidences of Brilliant Corners' costs for such work, including evidence of payment to third parties, and Brilliant Corners hereby authorizes VMRC to audit Brilliant Corners' books and records for such purpose. To the extent Brilliant Corners receives funds before it incurs renovation costs, it is possible that funds disbursed by VMRC may exceed the total amount of funds necessary to complete the renovation work. If that occurs, Brilliant Corners shall promptly return the excess funds to VMRC, which shall return such funds to DDS.
- 19.13 VMRC's Option to Deliver CPP/CRDP Funds to Third Parties. If a third party has recorded a lien or threatened to record a lien against the Property as a result of nonpayment for their services, equipment or materials, or if VMRC otherwise reasonably believes that Brilliant Corners may be in breach of contract with any third party, then VMRC may elect to disburse certain CPP Funds directly to such third parties for Brilliant Corners' benefit, rather than to Brilliant Corners directly.
- 19.14 Purchased Furniture, Fixtures and Equipment. Any item of furniture, trade fixture, equipment or other personalty costing over \$2,000 that Brilliant Corners purchases with funds supplied under this Agreement, and which has a useful life in excess of two years, shall be the property of the State of California. Upon termination of this Agreement for any reason, such items are subject to reclamation by the State.
- 19.15 Reconciliation. As provided in the Current CPP/CRDP Guidelines, within 90 days after the renovations are completed, Brilliant Corners shall submit to VMRC for verification, a reconciliation statement of final costs and CPP/CRDP Funds expended and claimed. VMRC shall then provide to DDS a statement of verification of reconciled funds. Any unused balance of CPP/CRDP Funds must be returned to DDS within 120 days of the reconciliation of CPP/CRDP Funds.
- 19.16 Special Provisions Applicable to Enhanced Behavioral Supports Homes. Brilliant Corners shall ensure (i) the EBSH/CCH Residence has an operable automatic fire sprinkler system, approved by the State Fire Marshal or local fire department, that complies with the provisions in 17 CCR 59051(c) and

- (d) (Enhanced Behavioral Support Homes – General Requirements); and
- (ii) a private bedroom is provided for each Consumer.

19.17 Additional Requirements and Agreements. VMRC reserves the right to require Brilliant Corners to enter into further agreements with VMRC to address the costs and procedures relating to Brilliant Corners' renovation of the Residence.

20. Disbursements of Renovation Funds; Milestones. VMRC shall disburse renovation funds to Brilliant Corners for the Property in installments, as milestones are satisfied, as provided below, but never more than the Maximum Renovation Amount. VMRC shall remit each payment to Brilliant Corners within 10 business days after VMRC receives a properly documented invoice from Brilliant Corners, along with all applicable backup documentation as described in Sections 20.1 to 20.5 below, that has been approved by VMRC's Chief Financial Officer. Any funds disbursed by VMRC in advance shall be subject to true up once Brilliant Corners has incurred such expenses.

20.1 First Milestone: Brilliant Corners' submission of documentation reasonably acceptable to VMRC that Brilliant Corners has closed escrow on the Property and is the owner of fee title to the Property.

20.1.1 Amount of Funds Payable to Brilliant Corners upon its Completion of First Milestone: Twenty-Five Percent (25%) of the Maximum Renovation Amount.

20.1.2 Second Milestone: Brilliant Corners' submittal to VMRC, and VMRC's approval, of all of the following for the Property: (i) overall construction and rehabilitation budget (including a budget for the Improvements and a budget for the appliances and fixtures Brilliant Corners intends to purchase for the Property); (ii) construction drawings and specifications for the proposed Improvements; (iii) architect's contract, if applicable; (iv) structural engineer's contract, if applicable; and (v) construction contract between Brilliant Corners and its general contractor, including contractor's fixed price or time & materials bid to perform its work and install the Improvements.

20.1.3 Amount of Funds Payable to Brilliant Corners upon its Completion of Second Milestone: Twenty-Five Percent (25%) of the Maximum Renovation Amount.

20.2 Third Milestone: Brilliant Corners' written certification to VMRC that the city or county inspector has approved the rough framing, electrical and plumbing work at the Property, along with Brilliant Corners' delivery to VMRC of evidence of such approval (such as a signed inspection card from the inspector) (collectively, the "**Inspector's Approval**"), or VMRC's receipt and approval

of any alternate written certification from Brilliant Corners that VMRC concludes is functionally equivalent to the Inspector's Approval.

20.2.1 Amount of Funds Payable to Brilliant Corners upon its Completion of Third Milestone: Twenty Percent (20%) of the Maximum Renovation Amount.

20.3 Fourth Milestone: Brilliant Corners' written certification to VMRC that the general contractor has completed at least Eighty Percent (80%) of the work according to its Schedule of Values for renovation of the Property.

20.3.1 Amount of Funds Payable to Brilliant Corners upon its Completion of Fourth Milestone: Twenty Percent (20%) of the Maximum Renovation Amount.

20.4 Fifth Milestone: VMRC's satisfaction that all of the Improvements have been properly completed and that the Property is physically ready for occupancy by Consumers, after VMRC's completion of a walk-through of the Property, and that all mechanic's lien rights by all contractors and subcontractors have been properly waived and released. VMRC's execution of the Certificate of Acceptance attached as Exhibit C to the Lease shall constitute Brilliant Corners' satisfaction of this milestone.

20.4.1 Amount of Funds Payable to Brilliant Corners upon its Completion of Fifth Milestone: Ten Percent (10%) of the Maximum Renovation Amount.

20.5 Deadlines to Expend Funds. Notwithstanding anything in the Housing Agreement to the contrary, the deadline for VMRC to disburse renovations funds to Brilliant Corners is **June 30, 2021**, and Brilliant Corners must therefore complete all renovations prior to such date. All of VMRC's disbursements are conditioned upon Brilliant Corners' compliance with the project milestones for the Property by such deadline; provided, however, the deadline for Brilliant Corners to satisfy the Second Milestone for the Property shall be the earlier of the above deadline date or the 90th day after Brilliant Corners purchases the Property.

21. Management and Maintenance. Brilliant Corners shall, at Brilliant Corners' sole cost and expense (except as otherwise provided below), keep the Property (including, without limitation, the exterior walls, foundation, roof structure and membrane, and all improvements, fixtures, equipment, appliances, water lines, plumbing, plumbing fixtures, electrical, heating and air conditioning systems and furnishings therein), in good order, repair and condition at all times during the term of this Agreement. Brilliant Corners shall maintain the Property in an aesthetically pleasing manner, and in a manner consistent with that which could be considered normal and customary for private residence (i.e., at a minimum, in material conformance with the standards of

landscaping and appearance observed in the surrounding neighborhood). All such above-referenced items shall function at the Property for their intended purpose. In addition, Brilliant Corners shall, at Brilliant Corners' sole cost and expense, promptly and adequately repair all damage to the Property and replace or repair all damaged, broken, or worn fixtures and appurtenances, including any damage caused by ordinary wear and tear; provided however, that, at VMRC's option, or if Brilliant Corners fails to make such repairs, VMRC may, but need not, make such repairs and replacements, and Brilliant Corners shall pay VMRC the cost thereof. The Property shall be subject to periodic inspections by VMRC. Notwithstanding the foregoing, to the extent Brilliant Corners and VMRC agree that some or all of Brilliant Corners' obligations hereunder are to be performed by a third-party entity or individual (such as pursuant to a management agreement), Brilliant Corners shall be responsible for ensuring that any such third-party contractor shall comply with the requirements imposed on Brilliant Corners pursuant to the terms of this Agreement, and in any event Brilliant Corners shall continue to remain ultimately responsible to VMRC for the performance of all of the obligations set forth in this Agreement.

21.1 Special Repairs. If Brilliant Corners' cost to repair or replace an item is expected to exceed \$1,000 (a "**Special Repair**"), (1) Brilliant Corners must provide a description of the needed repairs or replacement and the cause of any damage, (2) if so requested by VMRC, Brilliant Corners must provide one or more bids for the cost of the Special Repair and (3) VMRC must approve the Special Repair in advance; any costs Brilliant Corners incurs without such approval shall be at such Brilliant Corners' sole expense. Notwithstanding the foregoing, if the Special Repair is required as the result of an emergency, Brilliant Corners shall notify VMRC as soon as possible but may proceed with the Special Repair without VMRC's consent.

21.2 Brilliant Corners' Excess Costs. If Brilliant Corners' total documented out-of-pocket expenses to perform its maintenance and repair obligations for the Property in any fiscal year (July 1 - June 30) exceeds the annual allocation of "property manager," "maintenance technician," "environment modification supplies," and "environmental modification contracts" costs as part of the Agreed Rent for such fiscal year (the "**Threshold Amount**"), VMRC may agree to reimburse Brilliant Corners for such expenses in excess of the Threshold Amount, subject to (i) the limitations in Sections 21.2.1-21.2.3 below and (ii) VMRC's receipt of a DDS appropriation earmarked for such excess amount. Nothing in this section or this Agreement shall be construed as obligating VMRC or DDS to pay any amounts for any maintenance or repairs on a Property owned by Brilliant Corners.

21.2.1 Exception for Matters Covered by Insurance and Warranties. In no event shall Brilliant Corners include amounts within its calculation of expenses that can be covered by insurance or warranties.

21.2.2 Exception for Negligence and Intentional Misconduct. All maintenance and repairs that arise out of the negligent acts or omissions, or intentional misconduct, of Brilliant Corners, the Service Provider or either of their agents, employees, contractors or invitees (and the Consumers and their families) shall not be VMRC's responsibility, and Brilliant Corners shall not include any of such costs in calculating the Threshold Amount or as a basis for requesting any payment of excess costs from VMRC.

21.2.3 Reimbursement Procedure. With respect to the amounts described in Section 21.2 that exceed the Threshold Amount, Brilliant Corners shall periodically submit invoices to VMRC for reimbursement of such excess costs, along with supporting documentation reasonably acceptable to VMRC. VMRC may remit payments to Brilliant Corners at any time during a fiscal year, as long as the parties true up and reconcile such payments within 60 days after the end of such fiscal year.

22. Covenant Against Mechanic's Liens. Brilliant Corners shall keep the Property free from any liens or encumbrances arising out of the work performed, materials furnished or obligations incurred by or on behalf of Brilliant Corners, and shall protect, defend, indemnify and hold VMRC harmless from and against any claims, liabilities, judgments or costs (including, without limitation, reasonable attorneys' fees and costs) arising out of same or in connection therewith. Brilliant Corners shall remove any such lien or encumbrance by bond or otherwise within ten business days after notice by VMRC, and if Brilliant Corners shall fail to do so, VMRC may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof, and Brilliant Corners shall promptly reimburse VMRC for any such payments made on behalf of Brilliant Corners.

23. Payments to Brilliant Corners Generally.

23.1 Sole Compensation. Unless VMRC otherwise agrees in writing which shall be approved by DDS, Brilliant Corners agrees that its sole compensation for the services it will provide under this Agreement will be the CPP/CRDP Funds resulting from DDS's Funding Approval; Brilliant Corners shall not receive any additional compensation for the services provided hereunder and the obligations it has agreed to accept under this Agreement. Further, VMRC makes no representation or warranty, express or implied, whether DDS will issue a Funding Approval for VMRC's housing proposal.

23.2 E-Billing. Brilliant Corners shall use electronic billing under DDS's Regional Center e-Billing System Web application for all of Brilliant Corners' invoices to VMRC under this Agreement.

23.3 General Funding Requirements and Limitations. Brilliant Corners shall not bill Consumers or any other funding source for services funded under the terms of this Agreement. Brilliant Corners understands and agrees that upon completion or termination of this Agreement, VMRC funding for a subsequent agreement or period, if any, is not guaranteed, and that the decision for such funding is within the discretion of VMRC.

24. Assignment. Brilliant Corners shall not assign, transfer or subcontract any of its rights, burdens, duties or obligations under this Agreement without prior written permission of VMRC, which may be withheld in its sole and arbitrary discretion. If VMRC consents to an assignment, the assignee shall execute an instrument prepared by VMRC in which the assignee assumes and agrees to be bound by all of the terms and conditions under this Agreement for the express benefit of VMRC. The transfer of control of the ownership of Brilliant Corners to any third party shall constitute an assignment which requires VMRC's consent hereunder.

25. Independent Contractor. Brilliant Corners and its agents and employees, in the performance of this Agreement, shall act at all times in an independent capacity. Brilliant Corners and its agents and employees are not officers, employees or agents of VMRC. Brilliant Corners acknowledges that it will not accrue any employee benefits from VMRC nor will VMRC be responsible for withholding or paying any amount of workers' compensation, disability insurance or any tax of any kind for Brilliant Corners. Brilliant Corners is free to act as an independent contractor for others. Brilliant Corners is not an agent for VMRC, and Brilliant Corners shall not have the authority to execute any agreement on behalf of VMRC to incur any liability or indebtedness of any kind or nature in the name of or on behalf of VMRC, or to otherwise contractually bind VMRC in any manner.

26. Insurance. Brilliant Corners agrees to purchase and maintain, throughout the term of this Agreement, (i) worker's compensation insurance in the amount required by California law, (ii) automobile liability insurance, (iii) property & casualty insurance for the Property upon acquisition thereof, equal to the replacement value of the improvements on the Property, with DDS named as loss payee, and (iv) and such other coverage that shall be reasonably requested from time to time by VMRC. In addition, Brilliant Corners agrees to purchase and maintain commercial and general liability insurance in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for the Property during the period of this Agreement; provided, however, VMRC reserves the right to increase the liability limit under such insurance policy on not more than once during any three year period during the term of this Agreement, based on advice by its insurance broker(s). The commercial general liability insurance shall include endorsements for premises and operations liability and for broad form contractual liability. Insurers who are admitted to do business in the State of California and rated A- and X or higher in the most recent edition of Best Insurance Guide shall issue all insurance policies. All insurance policies (other than the workers'



compensation policy) shall be endorsed to name "*Valley Mountain Regional Center*" and "*State of California Department of Developmental Services*" as additional insureds during the term of this Agreement, and Brilliant Corners shall provide to VMRC a true and correct copy of the Named Additional Insured Endorsements on the Effective Date, listing the specific name of the project and the Property address. Each policy of insurance providing coverage required hereunder shall provide that it may not be cancelled or materially modified unless VMRC is provided at least 30 days' prior written notice thereof. Brilliant Corners shall also provide to VMRC a Certificate of Insurance annually, which certifies the existence of the insurance required under this Agreement. To the extent these provisions are not the same as the provisions in the Lease (or Restrictive Covenant, if applicable) regarding insurance, Brilliant Corners shall comply with those provisions that most broadly protect VMRC.

27. Brilliant Corners' Indemnification of VMRC. Brilliant Corners shall indemnify, defend, and hold harmless VMRC and its representatives, officers, directors, agents, consultants and employees and their respective successors and assigns, including but not limited to the State of California and its agents and employees (collectively referred to as the "**Indemnified Parties**"), from any and all losses, costs, expenses, (including but not limited to reasonable attorney's fees), liabilities, claims, court costs, demands, debts, causes of action, fines, judgments and penalties which arise from or relate to (a) death or injury to people or damage to property in connection with the negligent or willful acts, errors or omissions of Brilliant Corners or its employees, agents, consultants or anyone employed by Brilliant Corners to act on its behalf, (b) claims under workers' compensation laws or other employee benefit laws by Brilliant Corners' agents or employees, (c) Brilliant Corners' failure to fulfill its obligations under this Agreement (including the documents incorporated by reference herein) in strict accordance with its terms, including Brilliant Corners' breach of any representations or covenants given in this Agreement or (d) violation of any local, state, or federal law, regulation or code by Brilliant Corners or by any of Brilliant Corners' employees, agents, consultants or subcontractors in connection with the conduct of their activities performed in connection with this Agreement.

27.1 Assumption of Defense. Brilliant Corners will assume the defense, at its sole expense, and with legal counsel acceptable to VMRC, of any claims or litigation as to which it has an indemnification obligation hereunder; VMRC shall cooperate with Brilliant Corners and its counsel in the defense of any such claims, provided, however, that any costs or expenses associated with such cooperation shall be reimbursed by Brilliant Corners. If Brilliant Corners fails to assume the defense of any claim or litigation as to which it has or is determined to have had the obligation to indemnify, the Indemnified Parties will have the right to assume their own defense, and Brilliant Corners will be obligated to reimburse the Indemnified Parties for any and all reasonable expenses (including, but not limited to attorney's fees) incurred in defense of such claims or litigation, in addition to Brilliant Corners' other indemnity obligations thereunder. Brilliant Corners shall control the defense and

settlement of any claim; provided, however, if Brilliant Corners fails to promptly assume the defense of any claim or litigation as to which it has or is determined to have had the obligation to indemnify, VMRC shall have such control.

27.2 Survival of Provisions. The indemnity set forth in this Section shall apply during the term of this Agreement and shall also survive the expiration or termination of this Agreement, until such time as action against all of the Indemnified Parties on account of any matter covered by such indemnity is barred by the applicable statute of limitations.

## 28. Breach; Remedies.

28.1 If a party (the “**Complainant**”) asserts that a violation of the provisions of this Agreement has occurred, it shall so inform the other party (the “**Breaching Party**”) in writing, stating the nature of such violation in detail (the “**Notice of Default**”) and giving the Breaching Party 30 days from receipt of such notice to cure such breach or failure. If the Breaching Party does not then cure the default within such 30-day period (or, if the default is not susceptible of cure within such 30-day period, the Breaching Party fails to commence the cure within such period and thereafter to prosecute the cure diligently to completion), then the Complainant shall be entitled to terminate this Agreement (as provided below) as well as pursue any other rights afforded it in law or in equity (subject to the provisions below).

28.2 If the Complainant is VMRC, then VMRC may (1) withhold all or part of the unremitted CPP/CRDP Funds it may owe to Brilliant Corners under this Agreement or under any other agreement between VMRC and Brilliant Corners, until satisfactory corrective measures are taken by Brilliant Corners; (2) perform the task itself and at Brilliant Corners’ expense and/or (3) terminate this Agreement without further notice if Brilliant Corners fails to timely cure the violation described in the Notice of Default.

28.3 If the Complainant is Brilliant Corners, then Brilliant Corners may terminate this Agreement if VMRC fails to timely cure the violation described in the Notice of Default, and obtain recovery of its actual damages as its sole and exclusive remedy, subject to the limitations in Section 32 below.

28.4 If (i) Brilliant Corners fails to perform its obligations to timely renovate the Property, or (ii) after the Property is renovated Brilliant Corners ceases to use the Property for occupancy by Consumers (other than as the result of a temporary cessation of use of the housing by Consumers due to casualty, or condemnation or lack of Consumer referrals from VMRC), then in addition to all of the other remedies available to VMRC hereunder or otherwise available at law or in equity, VMRC shall have the right to require immediate repayment of all CPP/CRDP Funds which VMRC had previously disbursed to Brilliant

Corners relating to the Property. In such event, Brilliant Corners shall repay all such funds to VMRC within 30 days following its receipt of a demand therefor from VMRC.

28.5 Notwithstanding any provisions in this Section 29 to the contrary, if VMRC has clear and convincing evidence of misconduct by Brilliant Corners or its agents or employees that results in imminent danger to the health or safety of any Consumer, VMRC shall have the right and option to declare that Brilliant Corners has committed a non-curable default. Circumstances which may constitute imminent danger to consumer health and safety include, but are not limited to: physical, emotional, or mental abuse, sexual misconduct, client abandonment or neglect, theft of a Consumer's money or property, violation of a Consumer's rights under the law, placing Consumers in physical danger, or any other circumstance that may bring potential physical or emotional harm to the Consumer. If any of the foregoing occur, VMRC may terminate this Agreement with 5 days written notice to Brilliant Corners.

28.6 A default by Brilliant Corners under this Agreement shall, at VMRC's option, constitute a default by Brilliant Corners under any other agreement between the parties, and a default by Brilliant Corners under any other agreement between the parties shall, at VMRC's option, constitute a default by Brilliant Corners under this Agreement.

29. Consequences of Termination. Upon the termination of this Agreement as a result of Brilliant Corners' breach, Brilliant Corners shall, immediately on request of VMRC, do all of the following: (1) execute and notarize a grant deed to convey its fee ownership in the Property to another organization selected by VMRC (the "**New Owner**"), subject to DDS's approval as provided in the Restrictive Covenant; (2) execute a Lease Assignment Agreement (on a form provided by VMRC) to convey all of its rights and obligations as landlord under the Lease to the New Owner; (3) execute all documents required by the Lender to allow for assumption of the Loan by the New Owner, if possible; and (4) execute all other documents and perform all other acts reasonably requested by VMRC to insure a smooth transition of all of Brilliant Corners' rights and responsibilities under this Agreement, the Lease and all Loans to the New Owner.

30. Specific Performance. The parties acknowledge that a breach of this Agreement by Brilliant Corners will result in significant damages to VMRC, which are impossible or extremely difficult to determine, and that monetary damages would be an inadequate remedy for such breach. Further, Brilliant Corners' failure to comply with these provisions could jeopardize the health and safety of VMRC's Consumers. As such, the parties agree that VMRC has the right to specifically enforce Brilliant Corners' obligations under this Agreement. Thus, VMRC may obtain a temporary restraining order, preliminary injunctive relief and permanent injunctive relief to require Brilliant Corners to perform its obligations to VMRC, including but not limited to its obligation to execute all documents and perform all acts reasonably requested by VMRC to convey fee ownership of the Property to the New Owner.

31. Limitation on VMRC's Liability. Notwithstanding any provision to the contrary contained in this Agreement, VMRC's liability hereunder shall be limited to an amount equal to the lesser of \$50,000 or the aggregate dollar value of all CPP Funds then previously received by Brilliant Corners under the terms of this Agreement. In addition, and again notwithstanding any provision to the contrary contained in this Agreement, in no event shall VMRC or any of its partners, sub partners or any of their respective officers, agents, servants, employees, and independent contractors be liable under any circumstances for injury or damage to, or interference with, Brilliant Corners' business, including but not limited to, consequential damages, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

32. Brilliant Corners' Books, Records and Other Information; Audits.

32.1 Brilliant Corners' Delivery of Documents and Information. Upon VMRC's request, Brilliant Corners shall promptly deliver to VMRC all information and documents relating to Brilliant Corners and/or the Property that VMRC so requests, including but not limited to Brilliant Corners' organizational documents, IRS approval of Brilliant Corners' 501(c)(3) status, a current Certificate of Good Standing from the California Secretary of State, a list of current officers and board members, applicable corporate resolutions authorizing the signatory(ies) of this Agreement to sign this Agreement and other contracts relating to the Property, employee resumes and background experience, certifications, budgets, financial statements, construction cost audit, and other information relating to the Property that Brilliant Corners is considering acquiring or has acquired. Although VMRC must obtain such information and documents to comply with the Current CPP/CRDP Guidelines, Brilliant Corners shall provide such information and documents to VMRC for the Property on request.

32.2 Maintenance of Books and Records. Brilliant Corners agrees to maintain and preserve, until three years after the service has been performed, any pertinent books, documents, papers, and records relative to this Agreement. Brilliant Corners agrees to maintain audited financial records in accordance with generally accepted accounting principles, consistently applied.

32.3 Record Inspection and Audit. VMRC shall have the right to review and inspect all of Brilliant Corners' records regarding services provided under this Agreement, in accordance with the provisions in California Code of Regulations (Title 17, Part II, Chapter 1, subchapter 6 and subchapter 18). An audit of Brilliant Corners' records pertaining to this Agreement may be made by VMRC or any other third party authorized to conduct such an audit, for a period of three years after the termination of this Agreement. All audits will be conducted according to Title 17 regulations. Brilliant Corners will be informed of the audit in writing and will be given a written report on the results of the audit once it is completed. Brilliant Corners has the right to appeal any

findings resulting from an audit. The specific appeal procedure will be communicated to Brilliant Corners at the time the audit is announced.

32.4 Brilliant Corners' Reviews and Audits. This Section 33.4 shall only apply if all payments Brilliant Corners cumulatively receives from VMRC and other regional centers during Brilliant Corners' fiscal year (as determined on the commencement date of this Agreement) equals or exceeds the threshold amount noted in Welfare and Institutions Code Section 4652.5. (On the date of this Agreement, such threshold amount is \$500,000.)

32.4.1 Brilliant Corners shall, at VMRC's request and at Brilliant Corners' cost, cause an independent Certified Public Accountant to annually provide (1) an independent audit of Brilliant Corners' financial statements (or, if Brilliant Corners qualifies based on the terms in the statute, an independent review report in lieu of an audit); and (2) a copy of either the annual audit results (the "**Audit Report**") or the review results (the "**Review Report**") to VMRC.

32.4.2 If Brilliant Corners engages an independent Certified Public Accountant to review (but not audit) Brilliant Corners' financial statements, (i) the review shall, at minimum, comply with the provisions set forth in Welfare and Institutions Code Section 4652.5(e) and (ii) the Review Report shall, at minimum, comply with the provisions set forth in Welfare and Institutions Code Section 4652.5(f).

32.4.3 Brilliant Corners shall commence the independent audit or review within 120 days after the end of Brilliant Corners' fiscal year. Brilliant Corners shall complete the audit or review within nine months after the end of Brilliant Corners' fiscal year.

32.4.4 In accordance with Welfare and Institutions Code Section 4652.5(b), Brilliant Corners shall provide copies of the independent Audit Report or Review Report to VMRC within 30 days after completion of the audit or review.

32.4.5 If VMRC believes that any issues identified in the Audit Report or Review Report have an impact on services Brilliant Corners provides to VMRC's Consumers, VMRC will so notify Brilliant Corners and provide Brilliant Corners with 30 days to resolve such issues. Brilliant Corners' failure to resolve such issues to VMRC's reasonable satisfaction within such 30-day period shall constitute a material breach of this Agreement. As a result of such uncured breach, VMRC may, among its other remedies, terminate this Agreement.

33. The Funding Contingency. Notwithstanding anything in this Agreement to the contrary, VMRC's obligation to remit funds to Brilliant Corners under this Agreement

or to any Service Provider under any Service Provider Agreement is conditioned on VMRC's receipt of adequate funds from DDS to pay for such costs (the "**Funding Contingency**"). The Funding Contingency is a part of this Agreement because VMRC's annual funding agreement with DDS provides that such funding agreement is subject to the appropriation of funds by the Legislature, and that if such funds are not appropriated for any fiscal year into which such funding agreement extends, the funding agreement is of no force and effect. VMRC shall therefore have the right and option to terminate this Agreement on 60 days' notice to Brilliant Corners, without liability, and such termination shall be deemed a failure of the Funding Contingency, if (1) DDS for any reason fails to deliver funds to VMRC necessary to retain Brilliant Corners' services hereunder or a Service Provider's services at the Property or (2) VMRC receives funds from DDS for Brilliant Corners under this Agreement or a Service Provider's services at the Property but VMRC determines that such funds are inadequate to pay for all of the vendor services and other expenses which VMRC expects to incur in such fiscal year relating to the Property. If there is a failure of the Funding Contingency, then (1) VMRC shall have no liability to pay funds to Brilliant Corners under this Agreement or any Service Provider under any Service Provider

34. Agreement (other than funds for services previously validly performed by Brilliant Corners under this Agreement or to the Service Provider and for which VMRC has received DDS funding) or to furnish any other consideration under this Agreement and (2) neither party shall be obligated to further perform any provisions of this Agreement (other than those obligations intended to survive termination of this Agreement). In the event VMRC exercises the Funding Contingency, VMRC and DDS agree to use best efforts to negotiate a workout for the impacted Property.
35. No Discrimination. Neither party shall deny this Agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, sexual orientation, age, physical or mental disability, nor shall any either party discriminate unlawfully against any employee or applicant for employment. Brilliant Corners shall also comply with the provisions of the California Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder, and the provisions of Government Code Sections 11135-11139.5.
36. HIPAA Compliance. Under this Agreement, "**HIPAA**" means the federal Health Insurance Portability and Accountability Act (Pub. L. No. 104-191), the HIPAA regulations as set forth in 45 C.F.R. Parts 160 and 164 (aka the HIPAA Privacy Rule), and regulations on Standards for Privacy of Individually Identifiable Health Information. Both parties shall at all times remain in compliance with the mandatory provisions of HIPAA, including but not limited to the HIPAA Privacy Rule. In performing its duties under this Agreement, Brilliant Corners may have access to "protected health information," including but not limited to "individually identifiable health information," and is therefore a "Business Associate" as those terms are defined in HIPAA. As such, concurrently with its execution of this Agreement, Brilliant Corners shall execute VMRC's Business Associate Agreement, a copy of which can be obtained from VMRC.

37. Copyrights and Patents. To the extent any of Brilliant Corners' activities result in the invention or development of copyrightable materials, the State of California has the right to freely manufacture, reproduce, publish, use and/or distribute all inventions and copyrightable materials which were developed by or for Brilliant Corners using funds provided by the State of California. To the extent applicable, Section 14 of Article I of the Regional Center Master Contract between VMRC and the State of California is incorporated herein by this reference.
38. Cooperation; Adequate Staffing. Brilliant Corners shall meet as often as VMRC determines necessary and shall work collaboratively with any VMRC staff regarding the acquisition, renovation and maintenance of the Property. Brilliant Corners agrees to supply staff sufficient in numbers to satisfactorily carry out the terms of this Agreement.
39. Compliance with Law. Brilliant Corners shall at all times comply with all local, California and Federal statutes, laws, and regulations applicable to Brilliant Corners, and shall render services in accordance with the applicable provisions of all laws (including but not limited to Welfare and Institutions Code, Division 4.5, Services for the Developmentally Disabled [Lanterman Developmental Disabilities Services Act], and Calif. Code of Regs. Title 17, Division 2, Health and Welfare Agency [Department of Developmental Services]). Any provisions of this Agreement that conflict with any law is hereby amended to conform to the provisions of those statutes and regulations. Such amendments to the Agreement shall be effective on the effective date of the statute or regulations necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing or expressly agreed to by the parties. No provision of this Agreement shall not be construed to excuse compliance with all applicable laws.
40. Permits and Licenses. Brilliant Corners and its employees and agents shall secure and maintain throughout the term of this Agreement, any and all valid permits and licenses as required by law for the execution of the services described in this Agreement.
41. Zero Tolerance Policy for Consumer Abuse and Neglect. Brilliant Corners shall ensure all of its employees are fully informed upon hire, and annually thereafter, about VMRC's Zero Tolerance Policy for Consumer Abuse or Neglect, pursuant to the Elder Abuse and Dependent Adult Civil Protection Act (California WIC section 15600-15675), and Child Abuse and Neglect Reporting Act (California Penal Code sections 11164-11174.3). Such policy is posted on VMRC's website at: <https://www.vmmc.net/wp-content/uploads/2013/10/Zero-Tolerance-Policy.pdf> any Brilliant Corners employee or agent who fails to report Consumer abuse or neglect may be subject to penalties defined in law (WIC, section 15630(h)). In addition, upon becoming aware of a reportable incident or allegation of abuse or neglect of a Consumer, Brilliant Corners shall take immediate action to protect the health and safety of the involved Consumer and all other Consumers. Brilliant Corners shall ensure its staff has knowledge of the signs of Consumer abuse and neglect, the process for reporting suspected abuse or neglect, and the consequences of failing to follow the law

or adhere to VMRC's Zero Tolerance Policy. Brilliant Corners' failure to comply with the policy and the abuse/neglect reporting laws is considered a material breach of this Agreement.

42. Drug-Free Workplace. During the term of this Agreement, Brilliant Corners shall maintain and enforce a drug-free workplace policy. Neither Brilliant Corners or its employees shall unlawfully manufacture, distribute, dispense, possess or use "controlled substances" (as defined in 21 U.S.C. Section 812), at any of Brilliant Corners' facilities or work sites. Violation of this provision shall constitute a material breach of this Agreement.

43. Attorney's Fees. If any action or proceeding at law is commenced to enforce any provisions or rights under this Agreement, the unsuccessful party to such action or proceeding as determined by the court in a final judgment or decree, shall pay the attorneys' fees and costs of the prevailing party (including, without limitation, such costs, expenses and fees on any appeal), and if such prevailing party shall recover judgment if any such action or proceeding, such costs, expenses and attorney's fees shall be included as part of such judgment.

44. Severability. If any provision of the Agreement is held to be inoperative, unenforceable or otherwise invalid, the remaining provisions hereof shall remain in full force and effect.

45. Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein, and it supersedes all prior agreements, contracts, representations and understandings of the parties, either oral or written, relating to the subject matter of this Agreement, including any other housing agreements to the extent they concern housing intended to be paid for in full or part with DDS community placement plan or community resource development plan funds. In addition to the foregoing, the parties may enter into start-up contracts and other agreements in the future relating to matters covered by this Agreement; in such event, (1) such contracts and agreements shall remain subject to the terms of this Agreement and (2) if any inconsistency exists between such contracts and agreements and this Agreement, the terms of this Agreement shall govern.

46. Amendment. No supplement, modification, understanding, verbal agreement, or amendment of this Agreement shall be binding unless executed in writing by VMRC and Brilliant Corners.

47. No Waiver. No waiver by VMRC of Brilliant Corners' breach of any provision of this Agreement shall constitute a waiver by VMRC in the future of the same or any other subsequent breach by Brilliant Corners. VMRC's failure to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. No custom or practice that may develop among the parties in the course of administering this Agreement shall be construed to waive any party's right to insist upon the strict performance by the other party of any obligation in the Agreement. The



remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

48. Address for Notices. Any notices required or permitted under this Agreement shall be in writing and shall be sufficiently given if either delivered in person or mailed by a nationally recognized overnight mail carrier or certified or registered mail, postage prepaid, to the parties at such address as each of them, by notice to the other, may designate from time-to-time. Any written document will be deemed delivered either (a) on the day of the delivery in person, (b) the next business day if delivered by overnight carrier or (c) two business days after the mailing of such document by certified or registered mail. All notices shall be addressed as follows:

To: VMRC:  
**Valley Mountain Regional Center**  
Attn: Tony Anderson  
Executive Director  
702 N. Aurora Street  
P.O. Box 692290  
Stockton, CA 9595269-2290

To: Brilliant Corners:  
**Brilliant Corners**  
Attn. Mr. William F. Pickel  
Executive Director  
1360 Mission Street, Suite 300  
San Francisco, CA 94103-2609

or to such other address as either party may designate to each other in accordance with the provisions of this section.

49. Further Assurances. The parties acknowledge that this Agreement reflects a new housing model for Consumers in California, and it is therefore not possible to precisely identify all matters that should be addressed by this Agreement. As such, Brilliant Corners agrees to enter into amendments to this Agreement which do not materially increase Brilliant Corners' obligations hereunder at the request of VMRC from time to time, to further reflect and refine the parties' rights and obligations. Brilliant Corners shall also take all actions and execute all documents necessary or appropriate to perform its obligations hereunder.

50. No Liability by State of California. Any and all funding from the State of California (the "State") used by VMRC in the performance of its obligations under this Agreement is subject to appropriation in the annual California State Budget Act by the State Legislature. Thus, (1) this Agreement as well as all contracts between VMRC and its Service Provider are subject to termination without further liability if funding is not appropriated for these purposes by the State Legislature; (2) VMRC does not act as an agent of the State; (3) VMRC does have the authority to commit State funding under this Agreement unless funds are appropriated to it by the State Legislature, either in the State Budget Act or otherwise; and (4) the State is not a party to this Agreement and provides no assurances or commitments as to the availability of State funding during any portion of the term of this Agreement or any Lease.

51. Time of the Essence. Time is the essence with respect to the obligations under this Agreement.

52. California Law; Venue. This Agreement will be construed and enforced in accordance with the laws of the State of California. The venue for any action filed to enforce or interpret this Agreement shall be in Sacramento, California.

53. Counterparts; Delivery. This Agreement may be executed in counterparts, each which shall be deemed an original and all of which shall constitute a single instrument. Signed copies of this Agreement delivered by facsimile or electronically in PDF (or similar format) shall be deemed the same as originals.

Executed in Stockton, California as of the date first written above.

**BRILLIANT CORNERS,**  
a California nonprofit corporation

**VALLEY MOUNTAIN CENTER, INC.,**  
a California nonprofit corporation

By \_\_\_\_\_  
William F. Pickel, Executive Director

By: \_\_\_\_\_  
Tony Anderson, Executive Director

**Exhibits to Housing Agreement**

Exhibit A – Available CPP/CRDP Acquisition and Renovation Funds

Exhibit B – Property Acceptance Agreement

Exhibit C – VMRC Commitment Letter

Exhibit D – Lease and Lease Addendum

## **EXHIBIT “A” TO CPP/CRDP HOUSING AGREEMENT (FY 2019-20)**

### **AVAILABLE CPP/CRDP ACQUISITION AND RENOVATION FUNDS**

<b>Project ID</b>	<b>Development Type</b>	<b>Maximum Acquisition Amount</b>	<b>Maximum Renovation Amount</b>
VMRC-1920 #5	EBSH (4-bed) – CPP	\$200,000	\$300,000
VMRC-1920 #6	CCH (4-bed) – CPP	\$200,000	\$300,000

## Contract Summary and Board Resolution

Valley Mountain Regional Center's Board of Directors reviewed the contracts below on April 20, 2020 and passed the following resolution:

**RESOLVED THAT** in compliance with VMRC's BOD Contract Policy, the contracts listed below between VMRC and stated vendors were reviewed and approved by the VMRC BOD on **April 20, 2020** and Board hereby authorized any Officer of the corporation to execute the Agreement without material changes but otherwise on such terms deemed satisfactory to such Officer.

1 Brilliant Corners, CPP Project #5	\$	500,000
2 Brilliant Corners, CPP Project #6	\$	500,000

VMRC Board of Directors hereby authorizes and designates any office of VMRC to finalize, execute and deliver the Contract on behalf of VMRC, in such form as VMRC's counsel may advise, and on such further terms and conditions as such Officer may approve. The final terms of the Contract shall be conclusively evidence by the execution of the Contract by such Officer. For purposes of this authorization, and "Officer" means VMRC's Executive Director, Chief Financial Officer and no one else.

**Certification by Secretary:** I certify that: (1) I am the Secretary of VMRC; (2) the foregoing Resolution is a complete and accurate copy of the Resolution duly adopted by VMRC's Board of Directors; (3) the Resolution is in full force and has not been revoked or changed in any way.

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Lynda Mendoza, Board Secretary

Date

# Valley Mountain Regional Center

## Contract Status

AS OF: January 31, 2020

	OPS	POS including Federal C	General Total	OPS CPP	POS CPP	CPP Total	FG/SC Total
<b>Current Fiscal Year 2020</b>							
<b>Contract Year A-4</b>							
Spent to Date	33,535,803	220,242,001	253,777,804	597,168	1,700,050	2,297,218	458,422
Unspent	15,337,874	100,461,731	115,799,605	273,676	71,738	345,414	251,287
	18,197,929	119,780,270	137,978,199	323,492	1,628,312	1,951,804	207,135
<b>Last Fiscal Year 2019</b>							
<b>Contract Year E-3</b>							
Spent to Date	30,458,851	195,698,837	226,157,688	529,488	1,352,647	1,882,135	451,782
Unspent	29,954,292	193,988,006	223,942,298	529,488	835,568	1,365,056	445,366
	504,559	1,710,831	2,215,390	0	517,079	517,079	6,416
<b>Second Prior Fiscal Year</b>							
<b>2018 Contract Year D-4</b>							
Spent to Date	29,493,605	182,331,242	211,824,847	529,663	665,293	1,194,956	493,607
Unspent	29,493,605	180,187,366	209,680,971	520,453	580,784	1,101,237	458,980
	-	2,143,876	2,143,876	9,210	84,509	93,719	34,627

## Valley Mountain Regional Center

### Contract Status

AS OF: February 29, 2020

	POS including			OPS CPP	POS CPP	CPP Total	FG/SC Total
	OPS	Federal C	General Total				
Current Fiscal Year 2020							
Contract Year A-4	33,535,803	220,242,001	253,777,804	597,168	1,700,050	2,297,218	458,422
Spent to Date	15,337,874	100,461,731	115,799,605	273,676	71,738	345,414	251,287
Unspent	18,197,929	119,780,270	137,978,199	323,492	1,628,312	1,951,804	207,135
Last Fiscal Year 2019							
Contract Year E-3	30,458,851	195,698,837	226,157,688	529,488	1,352,647	1,882,135	451,782
Spent to Date	29,954,292	193,988,006	223,942,298	529,488	835,568	1,365,056	445,366
Unspent	504,559	1,710,831	2,215,390	0	517,079	517,079	6,416
Second Prior Fiscal Year							
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Unspent	-	2,143,876	2,143,876	9,210	84,509	93,719	34,627

## **VMRC Bylaws Committee Meeting**

**Wednesday, April 8, 2020, 10:00 AM, Via Zoom Video Conference**

**Committee Members Present:** Lynda Mendoza, Committee Chair, Margaret Heinz, Board President, Cameron Rood, SAC6 Representative and Facilitator, Tony Anderson, Executive Director, Doug Bonnet, Special Assistant to Executive Director, Christine Couch, Compliance Manager

**Committee Members Not Present:** Candice Bright, CLASP, Tom Toomey

**Meeting called to order by Lynda Mendoza, Committee Chair, at 10:15 AM.**

**A. The committee discussed the proposed amendments to the Bylaws:**

### **Proposed Bylaws Amendment**

#### **Article VII**

**Section 7.02** All board meetings shall be held in facilities accessible to persons with physical disabilities and/or virtually through an accessible video/audio platform.

**Section 7.16 Virtual Board Meeting.** The chair to meet the needs of the public good in times of crisis, state of emergency, severe weather, or any other unforeseen cause determined necessary may call for a virtual board meeting. A virtual board meeting shall be managed remotely by telephone conference call or internet based meeting applications or website.

**Section 7.17 Definition of attendance for board meetings.** The board directors are considered to be in attendance in full fulfillment of their board obligations if recognized as present at any point during the Board of Directors meeting or during any of its standing or ad hoc committees. Attendance may be established physically in-person, remotely using a telephone or cell phone, or virtually using a device connected to the internet.

Committee agreed to the below amendments by unanimous consent:

## **Proposed Bylaws Amendment**

### **Article VII**

**Section 7.02** All board meetings shall be held in facilities accessible to persons with physical disabilities and/or virtually through an accessible video/audio platform.

**Section 7.16 Definition of attendance for board meetings.** The board directors are considered to be in attendance in full fulfillment of their board obligations if recognized as present at any point during the Board of Directors meeting or during any of its standing or ad hoc committees. Attendance may be established physically in-person, remotely using a telephone or cell phone, or virtually using a device connected to the internet.

**Section 7.17 Virtual Board Meeting.** The chair to meet the needs of the public good in times of crisis, state of emergency, severe weather, or any other unforeseen cause determined necessary may call for a virtual board meeting. A virtual board meeting shall be managed remotely by telephone conference call or internet based meeting applications or website. A virtual board meeting means the meeting will not have a physical location.

The amendments will move forward for approval by the Board of Directors on 04/20/20.

#### **B. Next Meeting – Wednesday, June 24, 2020, 10:00 AM**

Join Zoom Meeting

<https://zoom.us/j/752006640?pwd=T3JrdzFhbEpaZmxVNmZISmVFOVdQZz09>

Meeting ID: 752 006 640

Password: 778025

One tap mobile

+16699006833,,752006640# US (San Jose)

**Meeting adjourned at 10:58 AM.**