



Valley Mountain Regional Center Finance Committee Meeting

Finance Committee: Linda Collins, Chair and Treasurer,
Margaret Heinz, Connie Uychutin, Alicia Schott, Jose Lara,
Lisa Utsey, Dena Pfeifer

Wednesday, 07/01/20, 5:30 PM

Via Zoom Video Conference

<https://zoom.us/j/99881094371?pwd=OHJweDRRTWZRSGo1Q3IVZW0xak9HQT09>

Meeting ID: 998 8109 4371, Password: 224636

Via Phone - 1-669-900-6833

For Spanish Translation, Dial 1-866-299-7945, Participant Code 7793177#



Meeting Book - Valley Mountain Regional Center Finance Committee Meeting

Valley Mountain Regional Center Finance Committee Meeting Agenda

A. Review and Approval of Meeting Agenda Linda Collins	Action Item	
B. Review and Approval of Finance Committee Meeting Minutes of 06/03/20 Linda Collins	Action Item	
Fin Com Minutes 06 03 20.pdf		Page 4
C. Pubic Comment Linda Collins Three minutes per comment, 6 minutes per comment with interpreter		
D. Approval of Contracts Over \$250,000 Corina Ramirez	Action Item	
Contract Board Approval Report 2020-09-30.pdf		Page 6
Contract Board Approval Report 2020-10-31.pdf		Page 10
JBallelos CIP 20-21 5yr Contract Renewal.pdf		Page 14
Linden Grove 20-21 5yr Contract Renewal.pdf		Page 41
Jar-Mill's Place 20-21 5yr Contract Renewal.pdf		Page 68
AMVA Corp 19-20 Amend Add Program.pdf		Page 95
CVTC HCBS Grant 19-20.pdf		Page 107
Contract Summary & Board Resolution 2020-08.pdf		Page 138
E. Fiscal Department Update Claudia Reed		
1. Acceptance of Contract Status Report (CSR)	Action Item	
Contract Status Report July 2020.pdf		Page 139
2. Review of Purchase of Service (POS) and Operations (OPS) Expenditures		
POS and OPS Reports July 2020.pdf		Page 140
3. Cash Flow Projection Report		

4. VMRC Monthly POS Expenditure (PEP) Summary

2019 20 NEW FORMAT PEP due 10 Jun 20.xlsx

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5. Acceptance of Restricted Donations

Action Item

Copy of Poppelwell Fund July Report.pdf

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F. Next Meeting - Wednesday, August 5, 2020, 5:30 PM via Zoom
Video Conference
Linda Collins



Finance Committee Meeting

06/03/2020 | 05:30 PM - 06:30 PM - Pacific Time (US & Canada)

Total Attendees (15)

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

Not Present: Jose Lara

Staff Members Present: Doug Bonnet, Claudia Reed, Tony Anderson, Corina Ramirez, Christine Couch

Public Present: Rachelle Munoz (Facilitator for Lisa Utsey), Lori Smith (Facilitator for Dena Pfeifer), Dora Contreras, Gricelda Estrada

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

A. Review and Approval of Meeting Agenda

Linda Collins asked to amend the agenda to that Section C will be moved and presented with section F. Dena Pfeifer made a motions to amend the agenda as requested by Linda Collins and approve the Meeting Agenda. Alicia Schott seconded the motion. The Meeting Agenda is approved unanimously.

B. Review and Approval of Finance Committee Meeting Minutes of 05/06/20

Dena Pfeifer made a motion to approve the Finance Committee Meeting Minutes of 05/06/20. Alicia Schott seconded the motion. The Finance Committee Meeting Minutes of 05/06/20 were approved unanimously.

C. Fiscal Department Update from 05/06/20 Meeting

Moved to Section F. Fiscal Department Update.

D. Public Comment

None.

E. Approval of Contracts over \$250,000

Corina Ramirez presented the contracts.

1. CBEM – Page 11.
2. Family Therapeutic Services – Page 13.

Dena Pfeifer made a motion to approve the proposed Contracts over \$250,000. Alicia Schott seconded the motion. The proposed contracts were approved unanimously.

F. Fiscal Department Update

Claudia Reed presented the Fiscal Department Reports.

1. Acceptance of Contract Status Report (CSR) – Page 15
Dena Pfeifer made a motions to accept the presented Contract Status Report (CSR). Alicia Schott seconded the motion. The Contract Status Report (CSR) was approved unanimously.
2. Review of Purchase of Service (POS) and Operations (OPS) Expenditures – Page 16-17
3. Cash Flow Projection Report – Page 18
4. VMRC Monthly POS Expenditure (PEP) Summary – Page 19
5. Acceptance of Restricted Donations – Page 20
Dena Pfeifer made a motion to accept the Restricted Donations. Alicia Schott seconded the motion. The Restricted Donations were accepted unanimously.

G. Next Meeting – Wednesday, July 1, 2020, 5:30 PM, via Zoom Video Conference

Meeting adjourned at 6:20 PM.

Contract Board Approval Report

Contracts Expiring:
9/30/2020

VendorNumber	VendorName	SrvCode	VendorCategory
H15677	BLUE MOUNTAIN TRANSIT INC	875	Transportation Companies

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$1,300,000	10/1/2019	9/30/2020	Wilma Murray	RD

Rate

\$2.12 per actual mile; \$12.58 per authorized bus aide per hour

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	8.00%
\$1,404,000	10/1/2020	9/30/2021	Auto Renew Amend	Increase NTE\$		

PropRate

\$2.12 per actual mile; \$12.58 per authorized bus aide per hour

VendorNumber	VendorName	SrvCode	VendorCategory
SV0016	CAMELLO SUPPORTED LIVING	896	Supported Living Services

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$720,000	10/1/2019	9/30/2020	Brian Bennett	RD

Rate

\$34.29/hr

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$720,000	10/1/2020	9/30/2021	Auto Renewal	Extend Contract		

PropRate

\$34.29/hr

VendorNumber	VendorName	SrvCode	VendorCategory
PV0526	GIGGLES EARLY INTERVENT. Giggles Early Intervention	116	Early Start Specialized Therapeutic Services

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$875,522	10/1/2019	9/30/2020	Claire Lazaro	Clinical

Rate

\$123.37/hr-Home Visits; \$217.34/hr-Foothills Home Visits; \$163.01/discipline-Intake Elig Evals; \$190.17/Intake Elig Eval w/Family Assmt; \$277.11 per SI Eval; \$277.11 per ST Autism Eval; \$0.505/mile-Home Visits

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$875,522	10/1/2020	9/30/2021	Auto Renewal	Extend Contract		

PropRate

\$123.37/hr-Home Visits; \$217.34/hr-Foothills Home Visits; \$163.01/discipline-Intake Elig Evals; \$190.17/Intake Elig Eval w/Family Assmt; \$277.11 per SI Eval; \$277.11 per ST Autism Eval; \$0.505/mile-Home Visits

Contract Board Approval Report

Contracts Expiring:
9/30/2020

VendorNumber	VendorName	SrvCode	VendorCategory
HV0460	JBALLELOS CIP CIP	055	Community Integration Training Program

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$410,553	10/1/2019	9/30/2020	Brian Bennett	RD

Rate

\$83.94/cons/day

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	30.77%
\$536,880	10/1/2020	9/30/2021	New Contract	Increase NTE\$		

PropRate

\$83.94/cons/day

VendorNumber	VendorName	SrvCode	VendorCategory
P22560	LIFEWORKS-ACS, INC.	773	Occupational Therapy

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$300,000	10/1/2019	9/30/2020	Claire Lazaro	Clinical

Rate

\$412/SPM Asmt; \$412/ENV Asmt; \$721/SPM-ENV Asmt; \$824/AAC Asmt; \$412/ACA Asmt; \$103/hr followup; \$0.505/mile SPM & ENV Asmt followup

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	14.17%
\$342,506	10/1/2020	9/30/2021	Auto Renew Amend	Increase NTE\$		

PropRate

\$412/SPM Asmt; \$412/ENV Asmt; \$721/SPM-ENV Asmt; \$824/AAC Asmt; \$412/ACA Asmt; \$103/hr followup; \$0.505/mile SPM & ENV Asmt followup

VendorNumber	VendorName	SrvCode	VendorCategory
HV0414	LINDEN GROVE ADULT RESID	113	Specialized Residential Facility (Habilitation)-DSS-Lice

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$981,792	10/1/2019	9/30/2020	Brian Bennett	RD

Rate

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

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$981,792	10/1/2020	9/30/2021	New Contract	Extend Contract		

PropRate

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

Contract Board Approval Report

Contracts Expiring:
9/30/2020

VendorNumber	VendorName	SrvCode	VendorCategory
PV0527	PEDS - PROFESSIONAL EVALS	116	Early Start Specialized Therapeutic Services

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$2,765,187	10/1/2019	9/30/2020	Claire Lazaro	Clinical

Rate

\$125.44/hr-Home Visits eff 7/1/15; \$163.01/discipline-Intake Elig Evals & indiv clinical specialist asmts; \$190.17/Intake Elig Eval w/Family Assmt; \$277.11 per SI Eval; \$277.11 per ST Autism Eval; \$125.44/hr for AAC assmt; \$0.505/mile Home Visits

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	12.11%
\$3,100,000	10/1/2020	9/30/2021	Auto Renewal	Increase NTE\$		

PropRate

\$125.44/hr-Home Visits; \$163.01/discipline-Intake Elig Evals & indiv clinical specialist asmts; \$190.17/Intake Elig Eval w/Family Assmt; \$277.11 per SI Eval; \$277.11 per ST Autism Eval; \$125.44 hrm NTE 7 hrs/ for AAC services; \$0.505/mile Home Visits

VendorNumber	VendorName	SrvCode	VendorCategory
PQ7264	PSYCHIATRIC CENTERS AT	780	Psychiatrist

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$820,500	10/1/2019	9/30/2020	Claire Lazaro	Clinical

Rate

\$250/hr

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	9.69%
\$900,000	10/1/2020	9/30/2021	Auto Renewal	Increase NTE\$		

PropRate

\$250/hr

VendorNumber	VendorName	SrvCode	VendorCategory
SV0030	SIERRA ENVIRONMENTAL & SESS, Inc.	896	Supported Living Services

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$500,000	10/1/2019	9/30/2020	Brian Bennett	RD

Rate

\$31.52 per hour; \$0.32 per mile for approved out of area appts.

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	212.00%
\$1,560,000	10/1/2020	9/30/2021	Auto Renew Amend	Increase NTE\$		

PropRate

\$31.52 per hour; \$0.32 per mile for approved out of area appts.

Contract Board Approval Report

Contracts Expiring:
9/30/2020

VendorNumber	VendorName	SrvcCode	VendorCategory
PV1796	TEAMWORK SPEECH THERAPY,	116	Early Start Specialized Therapeutic Services

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$200,000	10/1/2019	9/30/2020	Claire Lazaro	Clinical

Rate

\$123.36/hr-Home Visits; \$163.02/discipline-Intake Elig Evals & Clinical Spec Asmnts; \$190.17/Intake Elig Eval w/Family Asmnt; \$0.505/mile-Home Visits.

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	90.08%
\$380,156	10/1/2020	9/30/2021	Auto Renewal	Increase NTE\$		

PropRate

\$123.36/hr-Home Visits; \$163.02/discipline-Intake Elig Evals & Clinical Spec Asmnts; \$190.17/Intake Elig Eval w/Family Asmnt; \$0.505/mile-Home Visits.

Contract Board Approval Report

Contracts Expiring:
10/31/2020

VendorNumber	VendorName	SrvCode	VendorCategory
HV0089	CALIFORNIA MENTOR FAMILY	904	Family Home Agency

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$1,945,999	11/1/2019	10/31/2020	Cindy Mix	RD

Rate

Tier 0=\$2,269.34; Tier 1=\$2,526.56; Tier 2=\$3,941.20; Tier 3=\$4,845.98; Tier 4-\$5,700.68

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	3.19%
\$2,008,104	11/1/2020	10/31/2021	Auto Renewal	Increase NTE\$		

PropRate

Tier 0=\$2,269.34; Tier 1=\$2,526.56; Tier 2=\$3,941.20; Tier 3=\$4,845.98; Tier 4-\$5,700.68

VendorNumber	VendorName	SrvCode	VendorCategory
SV0015	COMMUNITY COMPASS CAN	896	Supported Living Services

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$599,301	11/1/2019	10/31/2020	Brian Bennett	RD

Rate

\$46.65 per direct service hour

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$599,301	11/1/2020	10/31/2021	Auto Renewal	Extend Contract		

PropRate

\$46.65 per direct service hour

VendorNumber	VendorName	SrvCode	VendorCategory
HV0088	COMMUNITY COMPASS Jackson Site	515	Behavior Management Program

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$1,307,199	11/1/2019	10/31/2020	Brian Bennett	RD

Rate

\$92.54/cons/day-DDS-set rate

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	10.16%
\$1,440,000	11/1/2020	10/31/2021	Auto Renew Amend	Increase NTE\$		

PropRate

\$92.54/cons/day-DDS-set rate

Contract Board Approval Report

Contracts Expiring:
10/31/2020

VendorNumber	VendorName	SrvcCode	VendorCategory
HV0551	FUTURES EXPLORED	094	Creative Art Program

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$400,000	11/1/2019	10/31/2020	Brian Bennett	RD

Rate

\$39.01 per consumer, per hour

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	9.13%
\$436,522	11/1/2020	10/31/2021	Auto Renewal	Extend Contract		

PropRate

\$39.01 per consumer, per hour

VendorNumber	VendorName	SrvcCode	VendorCategory
HV0315	HANA HOU ALLIANCE, LLC	113	Specialized Residential Facility (Habilitation)-DSS-Lice

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$555,777	11/1/2019	10/31/2020	Brian Bennett	RD

Rate

\$9,449.25/mo, inclusive of SSI; respite rate is monthly rate divided by 21.

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$555,777	11/1/2020	10/31/2021	Auto Renewal	Extend Contract		

PropRate

\$9,449.25/mo, inclusive of SSI; respite rate is monthly rate divided by 21.

VendorNumber	VendorName	SrvcCode	VendorCategory
HV0452	JAR MILL'S PLACE	113	Specialized Residential Facility (Habilitation)-DSS-Lice

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$470,063	11/1/2019	10/31/2020	Brian Bennett	RD

Rate

\$9,818.45 per cons per mo

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$470,063	11/1/2020	10/31/2021	New Contract	Extend Contract		

PropRate

\$9,818.45 per cons per mo

Contract Board Approval Report

Contracts Expiring:
10/31/2020

VendorNumber	VendorName	SrvcCode	VendorCategory
SV0031	KEYHOLDERS 360, INC.	896	Supported Living Services

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$641,093	11/1/2019	10/31/2020	Brian Bennett	RD

Rate

\$31.52 per hour

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	27.28%
\$816,000	11/1/2020	10/31/2021	Auto Renewal	Increase NTE\$		

PropRate

\$31.52 per hour

VendorNumber	VendorName	SrvcCode	VendorCategory
HV0142	STORER TRANSPORTATION Stockton	875	Transportation Companies

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$6,082,448	11/1/2019	10/31/2020	Wilma Murray	RD

Rate

\$3.46 per route mile and \$27.39 per hour for each bus aide + fuel sliding scale over \$1.25/gal

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.62%
\$6,120,000	11/1/2020	10/31/2021	Auto Renew Amend	Increase NTE\$		

PropRate

\$3.46 per route mile and \$27.39 per hour for each bus aide + fuel sliding scale over \$1.25/gal

VendorNumber	VendorName	SrvcCode	VendorCategory
H00627	STORER TRANSPORTATION Modesto	875	Transportation Companies

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$3,696,056	11/1/2019	10/31/2020	Wilma Murray	RD

Rate

\$2.78/route mile + \$27.66/hr-bus aide

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$3,696,056	11/1/2020	10/31/2021	Auto Renewal	Extend Contract		

PropRate

\$2.78/route mile + \$27.66/hr-bus aide

Contract Board Approval Report

Contracts Expiring:
10/31/2020

VendorNumber	VendorName	SrvcCode	VendorCategory
HV0420	VOCATIONAL COACHING & Institute (VCDI)	055	Community Integration Training Program

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$1,046,240	11/1/2019	10/31/2020	Brian Bennett	RD

Rate

\$84.27/cons/day; \$1,000 for CIEP; \$1,250 for CIE6; \$1,500 for CIE12

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$1,046,240	11/1/2020	10/31/2021	Auto Renewal	Extend Contract		

PropRate

\$84.27/cons/day; \$1,000 for CIEP; \$1,250 for CIE6; \$1,500 for CIE12

VendorNumber	VendorName	SrvcCode	VendorCategory
HV0397	VOCATIONAL COACHING & Institute (VCDI)	515	Behavior Management Program

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$291,491	11/1/2019	10/31/2020	Brian Bennett	RD

Rate

\$85.56/cons/day (DDS-set rate)

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$291,491	11/1/2020	10/31/2021	Auto Renewal	Extend Contract		

PropRate

\$85.56/cons/day (DDS-set rate)

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

This POS Independent Contractor Contract ("Contract") is entered into this 1st day of October, 2020, in the City of Stockton, County of San Joaquin, State of California, by and between Valley Mountain Regional Center, Inc. ("Center") and Johnny S. Ballelos, LLC. dba JBallelos CIP ("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 1st day of October, 2020 ("Commencement Date"), and shall terminate at midnight on the 30th day of September, 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 (10th) 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 (25th) 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 10th 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 Transportation Services under this Contract arises only when Contractor has provided the Transportation 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: | Johnny S. Ballelos
Johnny S. Ballelos, LLC
3537 W Benjamin Holt #5
Stockton, CA 95219 |
- 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
Johnny S. Ballelos, LLC. dba JBallelos CIP

Dated: _____

By: Johnny S. Ballelos
Its: CEO

EXHIBIT A
SERVICES – HV0460
Community Integration Training Program

1. Contractor is vendored by Center pursuant to Title 17, Section 54356 to provide “Community Integration Training Program – Service Code: 055. Service Description: A regional center shall classify a vendor as a Community Integration Training Program provider if the vendor provides community integration training that includes, but is not limited to, assistance with acquisition, retention, or improvement in self-help, socialization and adaptive skills which take place in a non-residential setting, separate from the home or facility in which the consumer resides. Services shall normally be furnished 6 or more hours per day on a regularly scheduled basis, for 1 or more days per week unless provided as an adjunct to other day activities included in a consumer’s IPP.”
2. **Summary of Adult Day Services.** In accordance with the all applicable federal and state laws and regulations, Contractor shall establish and provide services in accordance with the Title 17, Chapter 3, Sub Chapter 5 et seq., pertaining to Non-Residential Services, this Service Contract and Contractor’s approved Program Design.
3. **Additional Definitions:**
 - A. “Center-Based Environment” means within a day care facility or on the grounds of such a facility.
 - B. “Community Integration Training Program” means a program that provides services to consumers on a daily or hourly basis to enable them to be present, to participate, and to interact in natural environments.
 - C. “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).
 - D. “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.
 - E. “Natural Environments” means places and social contexts commonly used by individuals without disabilities.
 - F. “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.
4. **Specific Consumer Services.**
 - A. Contractor agrees to provide services in accordance with Contractor’s Program Design attached hereto as Exhibit C and incorporated herein by reference.
 - B. Contractor agrees to adhere to the Zero Tolerance Policy for Consumer Abuse or Neglect attached hereto as Exhibit D
 - C. 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.

- D. Center's case management staff shall initiate referral of consumers to Contractor's program of services through the Program Director or designated staff person. No services may be initiated by Contractor until it has received a duly executed Authorization to Purchase Services from Center or a signed letter from a Center manager authorizing the purchase of services.
- E. Contractor is to provide appropriate personnel and equipment to perform the services contracted for herein.
 - 1) Contractor will maintain an overall average staff-to-consumer ratio of no less than **1** direct-care staff to **3** consumers during the duration of program hours.
 - 2) CONTRACTOR agrees to operate its adult day program services no less than **6** hours per program day unless otherwise specified in the Contractor's program design (Exhibit C).
 - 3) Contractor agrees to follow IPP documentation requirements as stated in Title 17, California Code of Regulations, Section 56720 and to provide such training to its staff as needed to assure adequacy of documentation.
 - 4) 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.
 - 5) 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.
- F. Contractor agrees to maintain all equipment, facilities, grounds, supplies, buildings, or out buildings in safe condition.
 - 1) Any loss, damage or injury to persons or property which arises from the negligent maintenance or omission of the Contractor shall be the sole responsibility of the Contractor. Center shall in no way be held responsible for the inspection, maintenance, care, or selection of equipment, facilities, grounds, supplies, buildings, or out buildings.
 - 2) Contractor agrees that physical spaces owned, leased or otherwise controlled by Contractor, and utilized for facility-based instruction, shall be air-conditioned. Use of non-air-conditioned environments by the Contractor shall require prior written approval from Center. Use of generic or public facilities or automobiles outside the control of Contractor shall be exempt from this section.
 - 3) Contractor agrees that physical spaces owned, leased, or otherwise controlled by Contractor, and utilized for facility-based instruction, shall have adequate heating for the winter months. Use of generic or public facilities or automobiles outside the control of Contractor shall be exempt from this section.

- 4) Contractor certifies that any center-based site used for these services is licensed in accordance with Title 22, Section 82000 of California Code of Regulations, if applicable.
- G. 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 a minimum of five (5) hours per year in-service training on the needs of developmentally disabled persons relevant to the accepted program design (Exhibit C). 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.
- H. 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.
- I. Contractor shall submit to Center a Program Self-Evaluation of its effectiveness in relation to Title 17 Regulations, the Program Design, Service Contract and the consumer's IPP at least ninety (90) days prior to expiration of this Contract. Center may verify the report by review of Contractor's service records upon request. The annual review shall include:
- 1) Aggregate data on the different types of Consumers needs encountered during service delivery;
 - 2) Outcomes in relation to the expectations identified in the Program Design;

- 3) Outcomes in relation to the Consumer's IPP;
 - 4) Percentage of staff who have current CPR and First Aid certifications;
 - 5) Percentage of staff who have current criminal records clearance;
 - 6) Percentage of staff who have completed staff orientation during the first two (2) weeks of employment;
 - 7) Percentage of staff who have received mandated abuse reporting for adults during the last year;
 - 8) Percentage of staff who have received five (5) hours of in-service training during the last year, including topics, trainer and date and time of training;
 - 9) Percentage of Special Incident Reports that were submitted within the required timeframes;
 - 10) Percentage of Semi-Annual Reports submitted within ten (10) working days after the end of each half-year;
 - 11) Goals for the next twelve (12) months based on the program evaluation findings.
- J. Contractor shall notify Consumers, Service Coordinators, care providers and all other people significant in the care of Consumers of annual staffing reviews at least thirty (30) days in advance of all such reviews.
- K. Contractor shall comply with all applicable laws and regulations regarding the hiring, retention, training, licensure and certification of Direct Care Staff and personnel.
- L. Contractor shall inform Center of any investigation of Contractor or its staff, and any subsequent actions in which substance abuse or misuse or any crime against a person is alleged.

5. **Record Maintenance Requirements.**

- A. Service providers shall maintain financial records which consistently use a single method of accounting. These financial records shall clearly reflect the nature and amounts of all costs and all income. All transactions for each month shall be entered into the financial records within 30 days after the end of that month and shall be available for the following purposes:
- 1) To ensure that staffing schedules in conformance with staffing level requirements, if any, are supported by payroll records and source documents.
 - 2) To ensure that revenue and cost information are available to support administrative overhead.
- B. Contractor shall maintain complete service records to support all billing/invoicing for each regional center consumer in the program.
- C. Service records used to support Contractor's billing/invoicing shall include, but not be limited to:
- 1) Information identifying each regional center consumer including the Unique Consumer Identifier and consumer name;
 - 2) Documentation for each consumer reflecting the dates for program entrance and exit, if applicable, as authorized by a regional center.

- 3) A record of services provided to each consumer including the dates of service, place where service was provided, the start and end times of service provided to the consumer, and the daily or hourly units of service provided.
- D. All Contractor's records shall be supported by source documentation. Nothing specified in this section shall be construed as superseding other record maintenance requirements set forth in statute or regulation.

EXHIBIT B
RATE OF PAYMENT – HV0460
Community Integration Training Program

1. Center shall pay Contractor at the following rate:
 - A. \$83.94 per consumer per day of actual attendance.
 - B. This rate shall constitute the total amount of compensation for Contractor's performance of this Contract.
2. **\$536,880** 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

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

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

This POS Independent Contractor Contract ("Contract") is entered into this 1st day of October, 2020, in the City of Stockton, County of San Joaquin, State of California, by and between Valley Mountain Regional Center, Inc. ("Center") and Linden Grove, LLC ("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 1st day of October, 2020 ("Commencement Date"), and shall terminate at midnight on the 30th day of September, 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 (10th) 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 (25th) 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 10th 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: Steve Cambell
Linden Grove, LLC
10429 Carnegie Court
Stockton, CA 95209

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
Linden Grove, LLC

Dated: _____

By: Steve Campbell
Its: Licensee, Owner

EXHIBIT A
SERVICES – HV0414

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 21373 Eastern Heights Road, Linden, CA 95236.
- B. Linden Grove, LLC will be vendored for a total of five (5) beds; three private rooms and one shared room.
- C. Linden Grove, LLC 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 – HV0414

1. Center shall pay Contractor at the following Negotiated rate:
 - A. \$15,851.31 per consumer per month, inclusive of SSI.
 - B. This rate shall constitute the total amount of compensation for Contractor's performance of this Contract.
2. **\$981,792** 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

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

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

This POS Independent Contractor Contract ("Contract") is entered into this 1st day of August, 2020, in the City of Stockton, County of San Joaquin, State of California, by and between Valley Mountain Regional Center, Inc. ("Center") and Kabree Corporation dba Jar-Mill's Place ("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 1st day of August, 2020 ("Commencement Date"), and shall terminate at midnight on the 31st day of October, 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 understand 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 (10th) 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 (25th) 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 10th 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 13 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: Jamilah K. Moore
Kabree Corporation dba Jar-Mill's Place
PO Box 579272
Modesto, CA 95357

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
Kabree Corporation dba Jar-Mill's Place

Dated: _____

By: Jamillah K. Moore
Its: Chief Executive Officer

EXHIBIT A
SERVICES-HV0452

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 12091 E. Whitmore Avenue, Hughson, California 95326.
- B. Jar-Mill's Place will be vendored for a total of six (6) beds.
- C. Jar-Mill's Place will serve ambulatory developmentally disabled male children with severe behavioral challenges.
- 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-HV0452

1. Center shall pay Contractor at the following Negotiated Rate:
 - A. \$9,818.45 per consumer per month, inclusive of SSI.
 - B. Should Contractor accept a respite or short-term placement (less than a full month), the rate will be the monthly rate divided by 21.
 - C. This rate shall constitute the total amount of compensation for Contractor's performance of this Contract.
2. **\$470,063** 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

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 Board Approval Report

Contracts Expiring:

VendorNumber	VendorName	SrvcCode	VendorCategory
HV0610	APIQUE BEHAVIORAL SVCS AMVA Corporation	103	Specialized Health, Treatment & Training Services

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
			Brian Bennett	RD

Rate

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:
\$1,439,671.00	4/1/2020	11/30/2020	Amendment	Add Program

PropRate
\$260.81/cons/day; \$47.42/cons/hr (5.5 program hours per Program Design)

BOD Approval Date:

**Valley Mountain Regional Center
Amendment to Independent Contractor Contract**

This Independent Contractor Contract ("Contract") entered into on the 19th day of December 2019, in the City of Stockton, County of San Joaquin, State of California, by and between Valley Mountain Regional Center, Inc. ("Center") and AMVA Corporation ("Contractor") is hereby amended as follows:

Exhibits A, B, C and D – HV0610 are added effective April 1st, 2020 as follows:

**EXHIBIT A
SERVICES – HV0610
Apique Behavioral Services**

1. Contractor is vendored by Center pursuant to Title 17, Section 54356 to provide "Specialized Health, Treatment and Training Services- Service Code: 103. Service Description: A regional center shall classify a vendor as a Specialized Health, Treatment and Training Services provider if the vendor provides, or obtains, health or dental services for which there is not an existing Title 17 service code, and that is deemed necessary by a health care professional to implement an objective in the consumer's IPP. Specialized Health, Treatment and Training Services include, but are not limited to: services that increase or maintain health, gastrostomy and care of G-tube treatment for mental illnesses and / or chemical dependencies, dental hygiene training for consumers and care providers, and the shipment of medical samples for testing. Vendors shall ensure that trainers are credentialed and/ or licensed as required by the State of California to practice in the field of training being offered. Vendors offering gastrostomy and/ or G-tube equipment care training, shall ensure compliance with the Welfare and Institution Code, 4686 (c)."
2. **Summary of Adult Day Services.** In accordance with the all applicable federal and state laws and regulations, Contractor shall establish and provide services in accordance with the Title 17, Chapter 3, Sub Chapter 5 et seq., pertaining to Non-Residential Services, this Service Contract and Contractor's approved Program Design.
3. **Additional Definitions:**
 - A. "Medical Care and Behavior Management Day Program" means a community-based day program that serves adults with medical care needs and/or severe behavioral disorders and, because of their medical care needs and/or behavior problems, are not eligible for or acceptable in any other community-based day program.
 - B. "Center-Based Environment" means within a day care facility or on the grounds of such a facility.
 - C. "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).

- D. "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.
 - E. "Natural Environments" means places and social contexts commonly used by individuals without disabilities.
 - F. "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.
4. Specific Consumer Services.
- A. Contractor agrees to provide services in accordance with Contractor's Program Design attached hereto as Exhibit C and incorporated herein by reference.
 - B. Contractor agrees to adhere to the Zero Tolerance Policy for Consumer Abuse or Neglect attached hereto as Exhibit D.
 - C. Referrals will be identified as requiring mental and physical health-wellness needs by licensed professionals. All individualized service plans, including but not limited to restricted health condition care plans, will be developed by licensed professionals including a BCBA, RN/LVN. The agency will also utilize a licensed psychiatrist to oversee medication routines and mental health treatment. The licensed professionals will provide direct training of ISP and health care plans.
 - D. Contractor agrees to utilize the services and supports of consultants identified in their approved Program Design (Exhibit C), which includes a Behaviorist, Registered Nurse, Dietician, Occupational Therapist, Physical Therapist and Recreational Therapist.
 - 1) Contractor shall submit to Center a list of its consultants and their qualifications, and shall submit a copy of current, valid licenses/certificates at least on an annual basis prior to contract renewal or as staff changes occur.
 - E. Contractor agrees to develop and maintain Health Care Plans for participants who have Restricted Health Conditions.
 - F. Contractor agrees to develop and maintain Behavior Management Plans for all participants that demonstrate behavior deficits requiring redirection.
 - G. 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.
 - H. Center's case management staff shall initiate referral of consumers to Contractor's program of services through the Program Director or designated staff person. No services may be

initiated by Contractor until it has received a duly executed Authorization to Purchase Services from Center or a signed letter from a Center manager authorizing the purchase of services.

- I. Contractor is to provide appropriate personnel and equipment to perform the services contracted for herein.
 - 1) Contractor will maintain an overall average staff-to-consumer ratio of no less than **1** direct-care staff to **2** consumers during the duration of program hours.
 - 2) Contractor agrees to operate its services no less than **5.5** hours per program day.
 - 3) Contractor agrees to follow IPP documentation requirements as stated in Title 17, California Code of Regulations, and Section 56720 and to provide such training to its staff as needed to assure adequacy of documentation.
 - 4) Contractor agrees to follow person centered planning philosophies as published by DDS in developing Individual Service Plans for consumers receiving services, and to provide and/or procure such training as needed to ensure adequate staff participation in person centered planning.
- J. Contractor agrees to maintain all equipment, facilities, grounds, supplies, buildings, or out buildings in safe condition.
 - 1) Any loss, damage or injury to persons or property which arises from the negligent maintenance or omission of the Contractor shall be the sole responsibility of the Contractor. Center shall in no way be held responsible for the inspection, maintenance, care, or selection of equipment, facilities, grounds, supplies, buildings, or out buildings.
 - 2) Contractor agrees that physical spaces owned, leased or otherwise controlled by Contractor, and utilized for facility-based instruction, shall be air-conditioned. Use of non-air-conditioned environments by the Contractor shall require prior written approval from Center. Use of generic or public facilities or automobiles outside the control of Contractor shall be exempt from this section.
 - 3) Contractor agrees that physical spaces owned, leased, or otherwise controlled by Contractor, and utilized for facility-based instruction, shall have adequate heating for the winter months. Use of generic or public facilities or automobiles outside the control of Contractor shall be exempt from this section.
 - 4) Contractor certifies that the program and center-based site for these services are licensed in accordance with Title 22, Section 82000 of California Code of Regulations.
- K. Contractor certifies that all direct care staff and/or consultants 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, as applicable.
 - 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 a minimum of five hours per year in-service training on the needs of developmentally disabled persons relevant to the accepted program design (Exhibit C). 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.
- L. 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.
- 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.
- M. Contractor shall submit to Center an annual Program Self-Evaluation per Title 17 Regulations, Section 56732, at least ninety (90) days prior to expiration of this Contract. Center may verify the report by review of Contractor's service records upon request. The annual Program Self-Evaluation shall include:
- 1) Aggregate data on the different types of Consumers needs encountered during service delivery;
 - 2) Outcomes in relation to the expectations identified in the Program Design;
 - 3) Outcomes in relation to the Consumer's IPP;
 - 4) Percentage of staff who have current CPR and First Aid certifications;
 - 5) Percentage of staff who have current criminal records clearance;
 - 6) Percentage of staff who have completed staff orientation during the first two (2) weeks of employment;
 - 7) Percentage of staff who have received mandated abuse reporting for adults during the last year;

- 8) Percentage of staff who have received five (5) hours of in-service training during the last year, including topics, trainer and date and time of training;
 - 9) Percentage of Special Incident Reports that were submitted within the required timeframes;
 - 10) Percentage of Semi-Annual Reports submitted within ten (10) working days after the end of each half-year;
 - 11) Goals for the next twelve (12) months based on the program evaluation findings.
- N. Contractor shall comply with all applicable laws and regulations regarding the hiring, retention, training, licensure and certification of Direct Care Staff and personnel.

5. **Record Maintenance Requirements.**

- A. Service providers shall maintain financial records which consistently use a single method of accounting. These financial records shall clearly reflect the nature and amounts of all costs and all income. All transactions for each month shall be entered into the financial records within 30 days after the end of that month and shall be available for the following purposes:
- 1) To ensure that staffing schedules in conformance with staffing level requirements, if any, are supported by payroll records and source documents.
 - 2) To ensure that revenue and cost information are available to support administrative overhead.
- B. Contractor shall maintain complete service records to support all billing/invoicing for each regional center consumer in the program.
- C. Service records used to support Contractor's billing/invoicing shall include, but not be limited to:
- 1) Information identifying each regional center consumer including the Unique Consumer Identifier and consumer name;
 - 2) Documentation for each consumer reflecting the dates for program entrance and exit, if applicable, as authorized by a regional center.
 - 3) A record of services provided to each consumer including the dates of service, place where service was provided, the start and end times of service provided to the consumer, and the daily or hourly units of service provided.
- D. All Contractor's records shall be supported by source documentation. Nothing specified in this section shall be construed as superseding other record maintenance requirements set forth in statute or regulation.

EXHIBIT B
RATE OF PAYMENT – HV0610
Apique Behavioral Services

1. Center shall pay Contractor at the following rate:
 - A. \$260.81 per consumer, per day.
 - B. Center and Contractor have agreed to divide this rate into an hourly rate to allow for more flexibility in consumer attendance and activity scheduling:
 - 1) This hourly rate is \$47.42 per consumer, per hour.
 - 2) This hourly rate shall be adjusted should the daily rate change.
 - C. This rate shall constitute the total amount of compensation for Contractor's performance of this Contract.
2. \$1,439,671 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.

It is agreed that all other terms and conditions of this contract remain in effect as written.

Accepted and agreed to:

Valley Mountain Regional Center

Dated: _____
By: Anthony (Tony) Anderson
Its: Executive Director

Contractor
AMVA Corporation

Dated: _____
By: Vartan Hekimian
Its: Chief Executive Officer

EXHIBIT C
PROGRAM DESIGN – HV0610
Apique Behavioral Services

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

**Home and Community-Based Services Grant Contract
Fiscal Year 2019-2020**

This Grant Contract ("Contract") is entered into this 10th day of June, 2020, in the City of Stockton, County of San Joaquin, State of California, by and between Valley Mountain Regional Center, Inc. ("Center") and Central Valley Training Center, ("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, in accordance with California Welfare and Institutions Code §4648, Center is authorized to contract with individuals and agencies to provide services to persons with developmental disabilities;

B. WHEREAS, Center and Contractor desire to enter into this Contract for the purpose described in Exhibit A ("Purpose of Contract") attached hereto and incorporated herein;

C. WHEREAS, Contractor has reviewed the "Home and Community-Based Services Provider Compliance Funding Guidelines" established by the Department of Developmental Services, a copy of which is attached hereto and incorporated herein as Exhibit C, and affirms that it is capable of establishing and running a community placement program that meets the standards set forth therein and that is consistent with all applicable laws and regulations; and

D. WHEREAS, Contractor affirms that Central Valley Training Center, Inc. shall be operated in accordance with Title 17, Division 2 of the California Code of Regulations, concerning services for persons with developmental disabilities, and Title 22, Division 6 of the California Code of Regulations concerning licensure of community care facilities.

NOW, THEREFORE, for valuable consideration, including the promises and payments described herein, the Parties agree as follows:

AGREEMENT

1. **Definitions.** The definitions set forth in Title 17 of the California Code of Regulations 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 Section 4512(a) of the California Welfare and Institutions Code and Sections 54000, 54001 and 54010 of Title 17 of the California Code of Regulations, and for whom Center has accepted responsibility.
 - B. "DDS" means the State of California Department of Developmental Services.
 - C. "Record" means any book, document, writing, whether tangible, or in an electronic format, evidencing operational, financial and service activities of a service provider such as Contractor, or Center pertaining to the service program and/or the provision of services to persons with developmental disabilities.
 - D. "Service" means assistance provided and duties performed by a Vendor for a Consumer.
 - E. "Vendor" means an applicant which has been given a vendor identification number and has completed the Vendorization process, and includes those specified in Sections 54310(d) and (3) of Title 17 of the California Code of Regulations.

- F. "Home and Community Based Services" (HCBS) means federal rules, effective March 17, 2014, requiring that vendor service delivery components and strategies are implemented consistent with impending HCBS rules (community integration and individualized plans), presumably effective March 17, 2022 and comply with CMS approved State Plan to secure and maximize State Federal Financial Participation (FFP).
2. **Purpose of Grant Contract.** The purpose of this Contract is to provide grant funding for Contractor designated for furthering Contractor's efforts to make adjustments and changes to Contractor's service delivery design and settings where services are delivered to achieved compliance with proposed (HCBS) rules presumably effective March 17, 2022.
3. All Grant Funds distributed by Center to Contractor pursuant to this Contract shall be used solely to further achieve compliance with proposed HCBS rules. Use of any Grant Funds distributed by Center to Contractor pursuant to this Contract for any other purpose shall constitute a breach of this Contract and give rise to Center's right to terminate this Contract pursuant to Section 17. Contractor expressly agrees that purchases shall be in accordance with their **Provider Concept** (Attachment A).
4. **Importance of Collaboration / Designation of Contact Person.** The Parties expressly acknowledge that collaboration between the Parties is critical to the successful implementation of the Home and Community-Based Services Grant. The Parties therefore expressly agree to work together in good faith to achieve the requirements of this Contract. The Parties shall designate one (1) or more representatives as the contact person for each Party. Each party shall provide the other with the contact information for the contact person(s) within ten (10) days of the Effective Date of this Contract.
5. **Amount of Grant.** Center agrees to reimburse Contractor up to a maximum amount of **\$339,084** for costs directly related to Contractor's development of **Provider Concept**
6. **Distribution of Grant Funds.**
- A. **Terms of Distribution.** Center may distribute Grant Funds to Contractor through the provisions in **Project Milestones** (Attachment B) attached hereto and incorporated herein in accordance with the terms and conditions of this Contract ("**Terms of Distribution**").
- B. **Contractor's Budget** (Attachment C) Within 30 days of the Effective Date of this Contract, Contractor shall submit to Center a budget of expenditures Contractor anticipates will be made during the Term of Distribution ("Budget"). The Budget shall include all reasonably anticipated expenditures relating to the development of the Home and Community-Based Services Grant Project, including, but not limited to, salaries, benefits, staff training, materials / curriculum, supplies, related to **Provider Concept** (Attachment A). The Budget shall be in the form of a line-item budget and shall identify an estimate for each line item. Upon receipt of the Budget, Center shall review the same. Should Center require any changes to the Budget, Center shall identify the required changes in writing and deliver the same to Contractor within 30 days of receipt of the Budget from Contractor. Contractor shall make the required changes within 30

days of receipt of notice thereof and re-submit the Budget to Center for approval. Expenditures made without proper authorization from Center will not be reimbursed by Center.

- C. **Development of the Home and Community-Based Services Grant Project.** Upon execution of this Contract, Contractor shall commence development of the Home and Community-Based Services Grant Project in accordance with the timeline set forth in the Provider Concept (Attachment A) and Project Milestones (Attachment B), within the scope of the Budget, and pursuant to the terms of this Contract. Contractor shall work diligently to pursue development of the Home and Community-Based Services Grant Project in accordance with the provisions of this contract. Contractor's failure to make reasonable efforts to meet the deadlines set forth in the Provider Concept (Attachment A) and Project Milestones (Attachment B), and to stay within the Budget shall constitute a breach of this Contract. Contractor shall complete development of the Home and Community Based Services Grant Project, on or before **January 3, 2022.**
7. **Distribution Process.** Grant Funds shall be distributed to aid Contractor in paying the costs of the developing the Home and Community Based Services Grant Project pursuant to the Home and Community –Based Services Provider Compliance Funding Guidelines (Fiscal Year 2019-20) and in accordance with providers Provider Concept (Attachment A) and Project Milestones (Attachment B).
8. **Quarterly Project Status Reports.** On or before the tenth (10th) day of October 2020, January 2021, April 2021, July 2021 , commencing the month following the Effective Date of this Contract and continuing throughout the Term of Distribution, Contractor shall submit to Center's HCBS Program Evaluator, a written project status report ("Quarterly Project Status Report"). Each Quarterly Project Status Report shall provide Center with an update concerning Contractor's development of the Home and Community –Based Services Grant Project, including, but not limited to, whether Contractor is meeting the deadlines set forth in the Provider Concept (Attachment A) and Project Milestones (Attachment B). Contractor must identify any anticipated barriers to meeting the deadlines, strategy for overcoming any such barriers, whether Contractor is staying within the Budget, and a description of the purpose(s) for which Grant Funds were expended during the month, etc. Failure to submit a Quarterly Project Status Report on or before the tenth (10th) of the month may result in a notice from Center to Contractor that Contractor has incurred a breach of contract.
9. **Monthly Accounting Report.** On or before the tenth (3rd) day of each month, commencing the month following the Effective Date of this Contract and continuing throughout the Term of Distribution, Contractor shall submit to Center's Assistant Director of Resource Development / Community Support Services, a written monthly accounting report ("Monthly Accounting Report"). Each Monthly Accounting Report shall identify all expenditures of Grant Funds, the corresponding line-item for the expenditures noted in the Budget, and shall include dated receipts for all expenditures. Receipts submitted as part of each Monthly Accounting Report shall be original receipts, unless submission of an original is impractical (i.e., salary stubs). All payments to Contractor shall be based upon the information provided in the Monthly Accounting Reports and corresponding receipts for expenditures. The final date for submitting the final Monthly Accounting Report and corresponding receipts for expenditures shall be **January 3, 2022.** Grant Funds shall not be paid for any expenditures that are not submitted to Center on or before said final date.

10. **Failure to Complete Development of the Home and Community-Based Grant Project.** Contractor shall fully complete development of the Home and Community Based Services Grant Project in accordance with the terms and requirements of this Contract. Should Contractor fail to complete development of the Community Placement Program Project in accordance with the terms and requirements of this Contract, on its own volition, or as a result of Center's exercise of its right to terminate this Contract, as described in Section 17 of this Contract, *Contractor shall reimburse Center accordingly.*
11. **Record Retention Obligation.** Contractor shall retain all financial, administrative and consumer-related records related to this Contract and the development of the Home and Community Based Services Grant Project ("Record Retention Requirement") for a period of no less than five (5) years following the end of the Term of Distribution ("Record Retention Period").
12. **Audits by Center.** Throughout the Term of Distribution and during the Record Retention Period, all of Contractor's financial, administrative and consumer-related records related to this Contract and the development of the Home and Community Based Services Grant Project are subject to examination and/or audit by Center, the State of California and the designees of both. Should the results of any audit by the Center, the State of California, or the designee of either, result in a finding that any or all of the Grant Funds were paid by Center to Contractor in error or were otherwise improper or disallowed based upon the terms of this Contract or as a result of any applicable law or regulation, Contractor shall repay Center the amount of said Grant Funds pursuant to the provisions of Title 17 of the California Code of Regulations. In the event that Center determines repayment of any Grant Funds is appropriate, Contractor agrees to utilize and abide by the provisions of Title 17, Sections 50700 et seq. of the California Code of Regulations relating to repayment of the Grant Funds, appeal of audit findings and/or recommendations, etc.
13. **Notices.** Any and all notices or other correspondence required to be sent to the Parties shall be sent as follows:

<u>Center:</u>	Asst. Director Case Management Services/Resource Development Valley Mountain Regional Center P.O. Box 692290 Stockton, CA 95269-2290
<u>Contractor:</u>	Central Valley Training Center, Inc. 7475 Murray Dr. Ste. 21 Stockton CA 95210-5317
14. **Compliance with Law.** Contractor agrees to comply with all federal, state, and local laws, expressly including, but not limited to, Title 17 and Title 22 of the California Code of Regulations governing vendorization, residential services, clients' rights, behavior modification, rate-setting, service provider accountability, special incident reporting, service contracts, etc. The terms of this Contract shall not be construed to excuse compliance with existing statutes or regulations.
15. **Compliance with Center Policy.** Contractor agrees to comply with all reasonable policies and procedures of Center as they pertain to Contractor's provision of services to Center's consumers, the administration of grant monies and contracts, and financial matters and

records. All such policies and procedures are available for review by Contractor at Center's office.

16. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless the Center, the State of California, its officers, agents and employees, from any and all claims and issues accruing or resulting to Contractor and any of its employees, agents, attorneys, successors, assigns, subcontractors, materialmen, laborers or any other person, firm or corporation that may be injured or damaged by Contractor in the performance of this Contract. Contractor shall name Center as an additional insured to its comprehensive and professional liability policies.
17. **No Agency Relationship.** Nothing in this Contract shall be construed to create any type of agency relationship between Center and Contractor. Contractor, its employees, agents, attorneys, successors, assigns, subcontractors, etc. shall act in an independent capacity and not as officers, employees or agents of the Center or the State of California.
18. **Termination of Contract.**
 - A. **Center's Right to Terminate.** Center may terminate this Contract should Center or the State of California determine that Contractor has failed to comply with any provision of this Contract and/or any applicable federal, state or local law or regulation governing the provision of services to persons with developmental disabilities. Should Center or the State of California determine that termination of this Contract is appropriate, Center shall provide Contractor with a notice of termination describing the reason for termination ("Notice of Termination"). This Contract shall be deemed terminated thirty (30) days following delivery of the Notice of Termination ("Termination Date"). A Notice of Termination shall be deemed delivered on the date that it is either mailed or personally delivered to Contractor. Upon receipt of a Notice of Termination, Contractor shall not conduct any further activities under this Contract.
 - B. **Payment of Grant Funds Following Delivery of Notice of Termination.** Center's obligation to provide Grant Funds pursuant to this Contract shall cease immediately upon delivery of the Notice of Termination to Center regardless of the amount of remaining Grant Funds. Thus, any expenses incurred by Contractor following delivery of the Notice of Termination will not be reimbursed pursuant to this Contract. If Contractor incurred expenses prior to the Termination Date that are reimbursable pursuant to the terms of this Contract, Contractor shall deliver a final Monthly Accounting Report and corresponding receipts for the expenditures within ten (10) business days of delivery of the Notice of Termination. Center shall reimburse Contractor for those expenses that were legitimately incurred prior to the Termination Date.
 - C. **Center's Right to Continue Purpose of Contract.** Should this Contract be terminated prior to completion of Contractor's development of the Home and Community-Based Services Grant Project, Center, in its sole discretion, may proceed to complete development of the Community Placement Program Project, as it deems necessary and appropriate under the circumstances. The cost incurred by Center to complete development of the Home and Community-Based Services Grant Project shall be reimbursed from remaining Grant Funds, to the extent that the reimbursement does not conflict with Contractor's obligations described in Section 8 hereof.

19. **Publicity.** Contractor agrees to acknowledge Center in media and publicity as a source of the Grant Funds for services made possible as a result of this Contract.
20. **Truth of Recitals and Representations.** The Parties affirm that the Recitals of this Contract are true and correct to the best of their knowledge. Contractor further affirms that all fiscal and other documentation submitted to Center in conjunction with the negotiation and preparation of this Contract is complete and accurate to the best of Contractor's knowledge, supported by records and source documents, prepared in accordance with Sections 5, 7 and 8 above, and subject to review pursuant to any audit by Center and/or the State of California.
21. **Time of the Essence.** Time is of the essence in relation to each and every provision of this Contract.
22. **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 statutes and regulations.
23. **Governing Law and Mutual Drafting.** 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 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.
24. **Severability.** If any provision of this Contract is deemed invalid or unenforceable, 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.
25. **Paragraph Headings.** Paragraph headings used in this Contract are for convenience only, are not part of the Contract, and shall not affect any of the terms hereof.
26. **Attorney's Fees and Costs.** In the event that either Party must bring an action in law or equity, or otherwise incur attorney's fees to enforce the terms of this Contract, the prevailing party thereto may recover reasonable attorney's fees and costs incurred in connection therewith, including, but not limited to, fees and costs incurred in connection with any appeal to and/or hearing before the Office of Administrative Hearings.
27. **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.
28. **Counterparts.** This Contract may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
29. **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.
30. **Successors and Assigns.** This Contract is binding on the successors and assigns of the Parties.

31. **Execution of Agreement.** 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.

Accepted and agreed to:

Valley Mountain Regional Center

Dated: _____

By: Anthony (Tony) Anderson
Its: Executive Director

Contractor
Central Valley Training, Inc.

Dated: 6/16/20



By: Alicia Alva
Its: Director of Operations

Exhibit A
Purpose of Contract

- A. In January 2014, the federal Centers for Medicare & Medicaid Services issued final regulations, rules, for Home and Community Based Services (HCBS). The rules require that HCBS programs funded through Medicaid (called Medi-Cal in California) provides people with intellectual and developmental disabilities full access to the benefits of community living and offers services and supports in settings that are integrated into the community. This could include opportunities to seek employment in competitive and integrated settings, control personal resources, and engage in the community to the same degree as individuals' who do not receive regional center services. The HCBS rules focus on the nature and quality of individuals' experiences and not just the buildings where the services are delivered.
- B. The purpose of this Contract is to aid Contractor in its development of the Home and Community-Based Services Grant Project by providing Contractor funding. The Home and Community-Based Services Grant Project to be developed by Contractor is as follows:
1. Contractor will utilize the HCBS Grant funding \$339,084.00 to bring their program into further compliance with HCBS/ Federal Requirements #1-5
 2. Contractor agrees to include consumer input in the project implementation and ongoing monitoring of the project.
 3. Contractor will follow the Provider Concept (Attachment A) and Project Milestones (Attachment B) as specified within the contract.
 4. Funding shall be used for a staff position to help to support greater individualized services in the community and opportunities to seek employment for consumers served.
 5. Provider may utilize funds to purchase a vehicle to increase opportunities for participants in need of accessible transportation.
 6. Provider may use HCBS grant funds for the acquisition of a certified "train the trainer" in person –centered planning.

Exhibit B
Terms of Distribution

- A. Center will disburse grant funds to Contractor, based on Contractor's Budget (Attachment A) on a monthly basis for expenditures incurred in the prior month upon Center's receipt and approval of Contractor's monthly accounting report of expenditures.
- B. Contractor must submit *original receipts* to document each expenditure with its monthly accounting report of expenditures in order for disbursements from grant funds to be approved.
- C. Payment under this Contract is dependent upon availability of State funding being available in fiscal year 2019-2020 and 2020-2021.
- D. Contractor attests that all 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 the instructions provided by Center; and subject to audit.
- E. Contractor shall maintain all accounting records pertinent to this Contract as a separate cost center from Contractor's other services to allow for the identification of costs specifically associated with this Contract.
- F. Contractor agrees and shall certify under penalty of perjury that all claims for payment of Grant Funds are for legitimate expenses incurred in the development of the Home and Community-Based Services Grant Project described in Provider Concept (Attachment A) and Project Milestones (Attachment B) and contractor Budget (Attachment C).
- G. Contractor understands that payment of these claims will be from federal and/or state funds, and any falsification or concealment of a material fact may be prosecuted under federal and/or state laws.
- H. Contractor shall comply with the Service Providers Accountability Regulations (Title 17 California Code of Regulations, Section 50601 through 50612).
- I. Contractor shall utilize to the fullest extent feasible those public resources which are available without additional cost to the Contractor and which will enhance the quality of services provided to those consumers who can benefit from the use of such resources.
- J. Contractor's use of grant funds and progress toward completing grant project will be monitored as follows:
 - 1. Once the HCBS Grant contract is signed and copy received, an internal file is set up with due dates from the contract, the tracking form for incoming reports, and an Excel file is created to track incoming invoices, receipts, etc.
 - 2. An initial appointment is scheduled with the vendor to discuss the contract requirements including the monthly accounting reports and quarterly progress reports; and what they should contain. The expenditure budget, and what it needs to reflect; the step-by-step list of activities, and the identified milestones.
 - 3. When the expenditure budget is received it is reviewed internally. If it appears appropriate, an OPS Check Requisition form is completed, and a copy of the expenditure budget and the requisition form is sent to Fiscal.

4. The monthly accounting reports are logged in and all invoices and receipts are reviewed. Each expenditure is reviewed to be sure the item was initially budgeted and to be sure it does not fall into the list of "non-allowed" expenditures as per the contract.
5. Each expenditure is then logged on the Excel spreadsheet to track the dollars applied toward the contract.
 - 1) If there are any questions regarding an expenditure or an expense does not have a description of service, a letter is mailed out requesting clarification.
6. The monthly project status reports are logged in and reviewed to be sure they are in line with the vendor's original step-by-step listing of project activities.
7. If either of the monthly reports (the monthly accounting report or the quarterly project status report) are not received by the 3rd of the month a reminder letter and / or e mail is sent out.

Exhibit C
Home and Community-Based Services Provider Compliance Funding Guidelines
(Fiscal Year 2019-20)
(Attached)

Attachment A
See Provider Concept Form pgs. 1-13

Attachment B
Project Milestones
VMRC HCBS Compliance Funding FY 2019-20 Timeline Reporting Template
Proposal pages 16-17

Attachment C
Contractor Budget
Pgs. 14-15

Home and Community-Based Services (HCBS) Rules CONCEPT FORM

The Home and Community-Based Services (HCBS) rules ensure that people with disabilities have full access to, and enjoy the benefits of, community living through long-term services and supports in the most integrated settings of their choosing. In order to assist in determining eligibility for compliance funding, providers must complete this evaluation. Both "Yes" and "No" answers require an explanation. A "No" response *could* mean a service setting is out of compliance with the HCBS rules and is potentially eligible for funding to make necessary adjustments. Once this evaluation is completed, it should act as a guide for filling out the provider compliance funding concept, which is required for any provider to be eligible for compliance funding. **Completion of this evaluation is for the sole purpose of applying for compliance funding and does not take the place of future provider assessments that the Department may require to determine provider compliance with the HCBS settings rules. Only providers requesting compliance funding need to complete this evaluation.**

Federal Requirements #1-5 apply to providers of all services, including residential and non-residential settings. Federal Requirements #6-10 are additional requirements that apply only to provider-owned or controlled residential settings.

The column labeled "Guidance" contains a series of questions intended to help identify compliance or non-compliance with each requirement as it relates to the HCBS rules. While responses to these questions can help in the determination of whether or not a particular requirement is met, these responses may not be the sole factor in this determination.

More information on the HCBS rules and this form can be found at www.dds.ca.gov/HCBS.

Questions may be directed to HCBSregs@dds.ca.gov.

Date(s) of Evaluation: Fiscal Year 2019-20	Completed by: Alicia Alva
Vendor Name, Address, Contact: Vendor Name: Central Valley Training Center, Inc. Corporate Address: 7475 N. Murray Drive Ste. 21, Stockton, CA 95210 Contact: CVTC Director of Operations, Alicia Alva	
Vendor Number: SV0009, S29378, HV0503	
Service Type and Code: Behavioral Management Program-515	

Home and Community-Based Services (HCBS) Rules CONCEPT FORM

<p><u>Federal Requirement #1:</u> <i>The setting is integrated in, and supports full access of individuals receiving Medicaid HCBS to the greater community, including opportunities to seek employment and work in competitive integrated settings, engage in community life, control personal resources, and receive services in the community, to the same degree of access as individuals not receiving Medicaid HCBS.</i></p>	<p><u>Guidance:</u></p> <ul style="list-style-type: none"> • Do individuals receive services in the community based on their needs, preferences and abilities? • Does the individual participate in outings and activities in the community as part of his or her plan for services? • If an individual wants to seek paid employment, does the home staff refer the individual to the appropriate community agency/resource? • Do individuals have the option to control their personal resources, as appropriate?
<p>Does the service and/or program meet this requirement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Please explain: Individuals receive services in the community based on their needs, preferences and abilities however, non-ambulatory and highly behavioral individuals have limited opportunities to access the community due to limited resources available to provide enriched staffing along with limited staff vehicles that can support an individual that requires a mobility device. If an individual wants to seek paid employment, the individual is referred by the Regional Center. Individuals who want to work have limited opportunities to seek competitive integrated employment due to a lack of resources and dedicated time allowance by program staff to facilitate integrated employment opportunities, smaller groups, and extra staffing support. Individuals have the option to control their personal resources, as appropriate.</p>	
<p><u>Federal Requirement #2:</u> <i>The setting is selected by the individual from among setting options, including non-disability-specific settings and an option for a private unit in a residential setting. The setting options are identified and documented in the person-centered service plan and are based on the individual's needs, preferences, and, for residential settings, resources available for room and board.</i></p>	<p><u>Guidance:</u></p> <ul style="list-style-type: none"> • Does the provider have a current regional center Individual Program Plan (IPP) on file for all individuals? • Does each individuals' IPP document the different setting options that were considered prior to selecting this setting?
<p>Does the service and/or program meet this requirement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Please explain: Current Individual Program Plans are on file for all individuals however, it is not documented in all IPP's the different setting options that were considered prior to selecting CVTC.</p>	

Home and Community-Based Services (HCBS) Rules CONCEPT FORM

<p><u>Federal Requirement #3:</u> <i>Ensures an individual's rights of privacy, dignity and respect, and freedom from coercion and restraint.</i></p>	<p><u>Guidance:</u></p> <ul style="list-style-type: none"> • Does the provider inform individuals, in a manner they can understand, of their rights to privacy, dignity, respect, and freedom from coercion and restraint? • Does the provider communicate, both verbally and in writing, in a manner that ensures privacy and confidentiality? • Do staff communicate with individuals based on their needs and preferences, including alternative methods of communication where needed (e.g., assistive technology, Braille, large font print, sign language, participants' language, etc.)?
<p>Does the service and/or program meet this requirement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Please explain: Upon intake, CVTC informs individuals of their rights to privacy, dignity respect, and freedom from coercion and restraint. CVTC communicates both verbally and in writing, in a manner that ensures privacy and confidentiality. Staff communicate with individuals through verbal, gestural, and picture exchange. For individuals who have difficulty using the aforementioned communication, CVTC has limited resources to assistive technology tools, Braille, sign language, the participant's language, adaptive equipment, etc. making it difficult to ensure the individual understands the content that is being reviewed.</p>	
<p><u>Federal Requirement #4:</u> <i>Optimizes but does not regiment individual initiative, autonomy, and independence in making life choices, including, but not limited to, daily activities, physical environment, and with whom to interact.</i></p>	<p><u>Guidance:</u></p> <ul style="list-style-type: none"> • Does the provider offer daily activities that are based on the individuals' needs and preferences? • Does the provider structure their support so that the individual is able to interact with individuals they choose to interact with, both at home and in community settings? • Does the provider structure their support so that the individual is able to participate in activities that interest them and correspond with their IPP goals?
<p>Does the service and/or program meet this requirement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Please explain: Individuals are offered daily activities based on their needs and preferences however, non-ambulatory and highly behavioral individuals have limited</p>	

Home and Community-Based Services (HCBS) Rules CONCEPT FORM

opportunities to access the community due to limited resources available to provide enriched staffing along with limited staff vehicles that can support an individual that requires a mobility device. Individuals are provided limited options to meet their employment needs and preferences due to a lack of resources within the program. Individuals indicate their preferred setting upon intake and are grouped with individuals of their preference both onsite and in the community. The individual is provided with support to participate in activities that interest them and correspond with their IPP goals. Individually planned activities and instructions that increase the individual's ability to engage in conversation, exchange information, and communicate on a social basis are provided daily.

Federal Requirement #5:

Facilitates individual choice regarding services and supports, and who provides them.

Guidance:

- Does the provider support individuals in choosing which staff provide their care to the extent that alternative staff are available?
- Do individuals have opportunities to modify their services and/or voice their concerns outside of the scheduled review of services?

Does the service and/or program meet this requirement? ☒ Yes ☐ No

Please explain: Individuals are supported in choosing the staff that provide their care as well as alternative staff support. Choices are supported in a manner that leaves the individual feeling empowered to make decisions throughout their day at the program. Individuals have continuous opportunities to modify their services and express their concerns or ask questions regarding the services they receive during IPP meetings, through the self-advocacy group, and other opportunities both within and outside of the program.

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Only providers of services in **provider-owned or controlled residential settings** need to complete the remainder of this evaluation. In **provider-owned or controlled residential settings**, in addition to the above requirements, the following requirements must also be met:

<p><u>Federal Requirement #6:</u> <i>The unit or dwelling is a specific physical place that can be owned, rented or occupied under a legally enforceable agreement by the individual receiving services, and the individual has, at a minimum, the same responsibilities and protections from eviction that tenants have under the landlord/tenant law of the State, county, city or other designated entity. For settings in which landlord/tenant laws do not apply, the State must ensure that a lease, residency agreement or other form of written agreement will be in place for each participant and that the document provides protections that address eviction processes and appeals comparable to those provided under the jurisdiction's landlord tenant law.</i></p>	<p><u>Guidance:</u></p> <ul style="list-style-type: none"> • As applicable, does each individual have a lease, residency agreement, admission agreement, or other form of written residency agreement? • Are individuals informed about how to relocate and request new housing?
<p>Does the service and/or program meet this requirement? <input type="checkbox"/> Yes <input type="checkbox"/> No Please explain: Click or tap here to enter text.</p>	
<p><u>Federal Requirement #7:</u> <i>Each individual has privacy in his/her sleeping or living unit: Units have entrance doors lockable by the individual, with only appropriate staff having keys to doors as needed. Individuals sharing units have a choice of roommates in that setting. Individuals have the freedom to furnish and decorate their sleeping or living units within the lease or other agreement.</i></p>	<p><u>Guidance:</u></p> <ul style="list-style-type: none"> • Do individuals have a choice regarding roommates or private accommodations? • Do individuals have the option of furnishing and decorating their sleeping or living units with their own personal items, in a manner that is based on their preferences? • Do individuals have the ability to lock their bedroom doors when they choose?
<p>Does the service and/or program meet this requirement? <input type="checkbox"/> Yes <input type="checkbox"/> No Please explain: Click or tap here to enter text.</p>	

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<p><u>Federal Requirement #8:</u> <i>Individuals have the freedom and support to control their own schedules and activities, and have access to food at any time.</i></p>	<p><u>Guidance:</u></p> <ul style="list-style-type: none"> • Do individuals have access to food at any time? • Does the home allow individuals to set their own daily schedules? • Do individuals have full access to typical facilities in a home such as a kitchen, dining area, laundry, and comfortable seating in shared areas?
<p>Does the service and/or program meet this requirement? <input type="checkbox"/> Yes <input type="checkbox"/> No Please explain: Click or tap here to enter text.</p>	
<p><u>Federal Requirement #9:</u> <i>Individuals are able to have visitors of their choosing at any time.</i></p>	<p><u>Guidance:</u></p> <ul style="list-style-type: none"> • Are visitors welcome to visit the home at any time? • Can individuals go with visitors outside the home; such as for a meal or shopping, or for a longer visit outside the home, such as for holidays or weekends?
<p>Does the service and/or program meet this requirement? <input type="checkbox"/> Yes <input type="checkbox"/> No Please explain: Click or tap here to enter text.</p>	
<p><u>Federal Requirement #10:</u> <i>The setting is physically accessible to the individual.</i></p>	<p><u>Guidance:</u></p> <ul style="list-style-type: none"> • Do individuals have the freedom to move about inside and outside the home or are they primarily restricted to one room or area? • Are grab bars, seats in bathrooms, ramps for wheelchairs, etc., available so that individuals who need those supports can move about the setting as they choose? • Are appliances and furniture accessible to every individual?
<p>Does the service and/or program meet this requirement? <input type="checkbox"/> Yes <input type="checkbox"/> No Please explain: Click or tap here to enter text.</p>	

**Home and Community-Based Services (HCBS) Rules
CONCEPT FORM**

CONTACT INFORMATION

Contact Name: Alicia Alva
Contact Phone Number: 559-292-1392
Email Address: aalva@cvtcinc.com

ACKNOWLEDGEMENT

By checking the box below, I acknowledge that completion of this evaluation is for the sole purpose of applying for compliance funding and does not take the place of future provider assessments that the Department may require to determine provider compliance with the HCBS settings rules.

☒ I AGREE

Home and Community-Based Services (HCBS) Rules CONCEPT FORM

Existing regional center vendors may receive funding to make changes to service settings and/or programs to help them come into compliance with the HCBS rules. To be considered for funding, vendors must complete and submit this form and the provider compliance evaluation form as one packet to the regional center with which it has primary vendorization.

Instructions:

- The concept form on the next page must be used, may not exceed four pages plus the budget worksheet and any cost back up, and must be kept in Arial 12-point font. Submit the form in Microsoft Word or PDF format. An extra half page is permitted to answer questions about prior funding, but the rest of the concept must be within the standard page requirements.
- There has been a significant change in the form and process compared to prior years. **In order to receive funding, this 2019-20 form must be used.**
- For providers that operate programs with several vendor numbers involved in one concept, one evaluation and concept form should be submitted and should list all vendor numbers for related/included programs. If multiple programs owned by the same parent company have different compliance evaluations or concepts, additional applications can be submitted but should be attached in the same document as the other owned programs so they can be reviewed together.
- The results of the evaluation should be clearly laid out in the section referring to identification of federal requirements that are currently out of compliance, which the concept will address.
- The concept form includes detailed information that describes the funding requests and supports how the requests will assist the provider to come into compliance.
- There should be a clear link between what is being requested and the federal requirement currently out of compliance.
- Concepts should demonstrate how the requested change in service delivery will impact individuals in offering more choices or opportunities in the community.

Strengths of previously funded concepts:

- Identified the need as well as proposed a plan to provide outreach and information regarding the HCBS rules to individuals served and members of their support teams.
- Discussed the need for additional funds in order to effectively support individuals served on a more individualized basis in overcoming barriers to community integration and employment, as appropriate.
- Prioritized the preferences of individuals served and utilized their feedback in the development of the concept.
- Implemented train-the-trainer certification for person-centered planning/thinking and training regarding the HCBS rules.
- Enabled residents to age in place and exercise more choice and independence.

More information on the HCBS rules and this form can be found at www.dds.ca.gov/HCBS.

**Home and Community-Based Services (HCBS) Rules
CONCEPT FORM**

Attachment C

Vendor name	Central Valley Training Center, Inc.
Vendor number(s)	SV0009, S29378, HV0503
Primary regional center	Valley Mountain Regional Center
Service type(s)	Behavior Management Program
Service code(s)	515
Number of individuals currently served	141, 118, 112
Current staff to individual ratio	1:3
1. Please provide a brief description of the service/setting that includes what a typical day consists of and how services are currently provided. This response must include the baseline/current levels for any aspects of the program for which the concept proposes funding.	
<p>CVTC provides services to individuals in need of support with challenging and/or socially inappropriate behavior. CVTC believes that providing community integration to individuals promotes the ability to live, work and participate independently within the community setting. Currently, employment opportunities are based on the job market limiting the opportunities available for individuals based on their needs and preferences. Individuals are provided access to the community in a group setting as there are limited resources to support individualized community integration. This can be challenging to provide consistently for highly behavioral individuals as well as individuals with limited mobility.</p>	
Project Narrative Description:	
2. Please provide a brief summary narrative of the concept for which you are requesting funding, including justification for the funding.	
<p>Program Coordinator: Lead the community/employment team in enhancing access to the greater community and developing and securing competitive integrated employment. This position will supervise the Job Procurement Specialists and Job Coaches.</p> <p>2 Job Procurement Specialists: Full-time Job Procurement Specialists within the programs will facilitate opportunities for competitive integrated employment centered around the individuals' interests, preferences, and abilities.</p> <p>1:1 Job Coaches: 1:1 Job Coaches in addition to the current 1:3 ratio in the program will help to stabilize individual employment placements in the community. The number of 1:1 Job Coaches will vary depending on the needs of the individual and job placements.</p> <p>3 Company Vehicles: Provide the Program Coordinator and Job Procurement Specialists' with transportation to ensure community access and competitive integrated employment opportunities are actively sought. The estimated vehicle usage will be 80% of the available hours traveling to areas within the community, visiting multiple businesses daily regarding opportunities, meetings and interviews, transporting individuals to interviews, providing check-ins to sustain placement, etc.</p>	

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Attachment C

1:1 Instructors: Utilizing 1:1 Instructors in addition to the current 1:3 Instructors in the program will provide additional support to individuals requiring a greater need of support while in the community. The number of 1:1 Instructors will vary depending on the needs of the individuals' in the community.

3 Wheelchair Accessible Vans: The utilization of wheelchair accessible vans for each facility will allow for increased integration into the greater community and the ability to provide employment opportunities to individuals limited to onsite training because of their non-ambulatory status.

Training & Supports: In order to fully implement person-centered services and planning, CVTC is requesting the following training & supports to ensure that CVTC is implementing person-centered services according to the HCBS Rules consistently throughout the organization: I. **Training Coordinator Position:** The Training Coordinator will be responsible for ensuring all CVTC employees are trained annually on person-centered services and that person-centered services are implemented consistently throughout the organization. II. **Train-the-Trainer:** The Training Coordinator and select CVTC management members will receive the "Trainer-the-Trainer" certification on Person-Centered Planning/Thinking to conduct training throughout the organization. III. **Training:** Provide training opportunities both internally and externally related to competitive integrated employment that can include trainings such as the ACRE-Approved Basic Employment Certification that will cover Introduction to Customized Employment and Discovery and other job development tools.

Technology/Software & Training: I: Expand communication with all individuals needing alternative methods of communication with supports such as assistive technology, sign language, the participants' primary language, etc. Staff would be provided training and education on the software and/or participants' language. II: Positions such as the Program Coordinator, Job Procurement Specialists, 1:1 Job Coaches, and 1:1 Instructors will require technological devices such as smart phones, tablets and laptops as their primary assignments will be community based. III: Provide a Career Readiness Program through an accredited school whereby individuals can earn certifications and career diplomas. An active learning environment including technological devices such as tablets, smart boards, computers, etc. will support collaborative learning in the classroom related to resume building, submitting online applications, and the completion of the career readiness program.

Therap Employment Module: Purchase Therap Services Employment Module to track placements and progress on the individuals in competitive integrated employment settings.

Lease Office with Training Room: Lease office with a large training room neighboring the Stockton West facility to provide ongoing staff training on person-centered services, competitive integrated employment, accessing the community, alternative methods of communication, new technology and software, etc. This office will also house the Program Coordinator, Training Coordinator, and Job Procurement Specialists.

Access to Desired Activities: Support individuals' requesting to participate in activities outside of normal business hours for activities such as professional sports games, concerts, amusement parks, etc.

Branding/Public Relations: Infuse person-centered planning/thinking into the culture and branding of CVTC and provide outreach and printed materials regarding the HCBS rules to individuals served, members of their support team, and the community at large.

Home and Community-Based Services (HCBS) Rules CONCEPT FORM

3. Identify which HCBS federal requirements this concept addresses that are currently out of compliance. Could be all or a subset of those identified as out of compliance on the evaluation.
1_X_ 2_X_ 3_X_ 4_X_ 5___ 6___ 7___ 8___ 9___ 10___
4. For each HCBS out-of-compliance federal requirement that is being addressed by this concept, describe the barriers to compliance and why this concept is necessary. If this information is in the evaluation section, please copy it here.
<p>Federal Requirement #1: Non-ambulatory and highly behavioral individuals have limited opportunities to access the community due to limited resources for enriched staffing support while in the community and staff vehicles that can transport mobility devices. Individuals are provided limited options to meet their employment needs and preferences due to lack of resources within the program. Federal Requirement #2: Current Individual Program Plans are on file for all individuals however, it is not documented in all IPP's the different setting options that were considered prior to selecting CVTC. Federal Requirement #3: CVTC has limited resources to assistive technology tools, sign language, the participant's language, adaptive equipment, etc. making it difficult to ensure the individual understands the content that is being reviewed. Federal Requirement #4: See response to Federal Requirement #1 listed above.</p>
5. For each out-of-compliance federal requirement that is addressed in this concept, please explain how the concept will bring the vendor into compliance.
<p>Federal Requirement #1: Funding for the requested positions, training, and other resources will further enhance person-centered services throughout the organization. CVTC will be able to provide individuals with a greater access to the community and competitive integrated employment opportunities based on their needs and preferences. Federal Requirement #2: CVTC will request addendums to be attached to Individual Program Plans that do not contain IPP's documenting the different setting options considered prior to selecting CVTC. Federal Requirement #3: By providing alternative methods of communication, individuals can communicate their needs and preferences in a manner that can be understood. Federal Requirement #4: See response to Federal Requirement #1 listed above.</p>
6. What are the proposed outcomes and objectives of the concept, and what are the methods of achieving and tracking them?
<p>The proposed outcome of this concept is that CVTC will support all individuals in the greater community based on their needs and preferences, develop and sustain competitive integrated employment, increase communication with individuals using alternative communication methods and enhance training and development in providing person-centered services consistently throughout the organization. Tracking will be maintained through Therap Services Electronic Documentation in a variety of modules and monitored daily.</p>
7. Please describe how and/or what was done to include input from the individuals served in developing this concept? Discuss not only the development of the concept, but also what steps were taken to identify the interests and desires of the individuals and who was involved in that process.

**Home and Community-Based Services (HCBS) Rules
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Attachment C

<p>CVTC conducts ongoing client council meetings whereby CVTC receives feedback from the individuals served expressing their interests and desires. Additionally, CVTC provides satisfaction surveys requesting feedback from the individuals, care homes/families, stakeholders, etc. CVTC leadership completed person-centered planning training in 2019 and has adopted the "Personal Profile" to be completed with all individuals served based on their needs and preferences.</p>	
<p>8. Please describe how the concept you propose will enable you to provide more person-centered services to your clients.</p>	
<p>This concept promotes person-centered services and will enhance the delivery of services in a manner reflecting the individuals' personal needs and preferences while also ensuring the individual has opportunities to access the greater community, seek employment and work in competitive integrated settings to the same degree of access as individuals not receiving Medicaid HCBS.</p>	
<p>9. Please address your plan for maintaining the benefits, value, and success of your project at the conclusion of 2019-20 HCBS Funding.</p>	
<p>CVTC has requested funding for positions, training, and other resources that will further enhance person-centered services throughout the organization. The positions and resources requested will serve multiple purposes and will be maintained through the submission of a Program Design for Service Code: 055-Community Integration Training Program. Through this Program Design, CVTC will ensure the individuals served maintain access to the greater community and are provided work in competitive integrated settings based on their needs and preferences.</p>	
<p>10. Write a brief narrative below explaining each major cost category and timeline. Complete the budget template at the end of the concept sheet. An excel version with formulas is available. When applicable, budgets should include personnel/benefits, operating costs such as consultants or training, administrative expenses/indirect costs, and capital costs (assets lasting more than 2 years). If project spans 2 years or occurs in phases, budget should be separated by phase/year.</p> <p>Administrative costs, if any, must comply with DDS' vendor requirements, including a cap of 15% of the sum of personnel/benefits, consulting, and operating costs (must exclude capital costs).</p> <p>http://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=4629.7&lawCode=WIC</p>	
<p>See attached budget and timeline.</p>	
<p>11. Please address sustainability of funding sources for all programs or concepts requiring any funding past the time frame of the requested grant, especially those that involve staff or other long-term costs. Please mark "not applicable" if costs will all be incurred during the program time frame.</p>	
<p>Not applicable.</p>	
<p>12. Have you or the organization you work with been a past recipient of DDS funding? If yes, what fiscal year(s)?</p>	<p>HCBS Funding ___ No <u>X</u> Yes. If Yes, FY(s) <u>2016/2017</u> ___</p> <p>Disparity Funding ___ No ___ Yes. If Yes, FY(s) _____</p> <p>CPP Funding ___ No ___ Yes. If Yes FY(s) _____</p> <p>If yes to any question be sure to answer questions 13 and 14.</p>

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Attachment C

For providers who have received prior HCBS, Disparity or CPP Funding from DDS
13. If your organization has received prior funding from any of the above sources, please provide an update on the prior funding project. You may copy and paste from progress update(s) previously provided to regional centers or DDS.
CVTC received HCBS funding in 2017 to be used in the Fresno, Merced, and Visalia programs. Since the grant funds were received, CVTC has trained and developed new positions such as Job Procurements Specialists and Job Coaches among other positions on how to develop and secure paid internships and competitive integrated employment. In 2019, the programs secured 36 paid internships/competitive integrated employment opportunities.
14. If your organization received prior funding, please explain how the current funding request is not redundant with any prior funding received and/or builds on the prior funding but was not part of the original funding.
CVTC received HCBS funding in 2017 to be used in the Fresno, Merced, and Visalia programs. HCBS funding has not been received in the Modesto and Stockton areas. With much success developing and maintaining paid internships and competitive integrated employment opportunities through the Job Procurement Specialists and Job Coaches in the Central Valley, CVTC is requesting the same model for the Modesto and Stockton region. Additionally, CVTC is requesting additional positions and resources to build on the prior funding received in the Fresno, Merced, and Visalia to ensure long-term sustainability.

HCBS CONCEPT BUDGET						
Vendor Name	Central Valley Training Center					
Vendor Number(s)	SV0009, S29378, HV0503					
	Salary and Benefits	Year 1 Budget		Year 2 Budget		Total
		FTE	Annual Cost	FTE	Annual Cost	Cost
Personnel (salary + benefits)						
Job Procurement Specialist	50029	2.00	\$ 100,058		\$ -	\$ 100,058
Job Coach	39177	4.50	\$ 176,297		\$ -	\$ 176,297
Training Coordinator	70345	0.50	\$ 35,173		\$ -	\$ 35,173
Program Coordinator	70820	1.00	\$ 70,820		\$ -	\$ 70,820
Instructor II	39468	1.00	\$ 39,468		\$ -	\$ 39,468
Position Description			\$ -		\$ -	\$ -
Position Description			\$ -		\$ -	\$ -
Position Description			\$ -		\$ -	\$ -
Position Description			\$ -		\$ -	\$ -
Personnel Subtotal			\$ 421,815		\$ -	\$ 421,815
Operating expenses						
Train the Trainer Training			\$ 37,220			\$ 37,220
Trainings			\$ 30,400			\$ 30,400
Branding/Public Relations/Printing			\$ 77,000			\$ 77,000
Phone			\$ 6,300			\$ 6,300
Mileage			\$ 4,350			\$ 4,350
Lease			\$ 12,000			\$ 12,000
Utilities			\$ 3,000			\$ 3,000
Therap Employment Module			\$ 600			\$ 600
Train the Trainer Training travel			\$ 3,164			\$ 3,164
Desired Activities			\$ 2,000			\$ 2,000
Operating Subtotal			\$ 176,034		\$ -	\$ 176,034
Administrative Expenses						
Administrative Expenses @ 12% of Salaries			\$ 50,618			\$ 50,618
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Administrative Subtotal			\$ 50,618		\$ -	\$ 50,618
Capital expenses						
3 Wheelchair Accessable Vehicles			\$ 165,000			\$ 165,000
2 Vehicles for Job Procurement Specialists			\$ 40,000			\$ 40,000
3 Computers for staff			\$ 2,250			\$ 2,250
2 Smart Boards for Trainings			\$ 4,000			\$ 4,000
9 Laptops for Job Coaches			\$ 6,300			\$ 6,300
6 Computers for Consumers			\$ 4,500			\$ 4,500
Vehicle for the Training Coordinator			\$ 20,000			\$ 20,000
Assistive Technology & Software			\$ 10,000			\$ 10,000
Career Readiness Program			\$ 8,000			\$ 8,000
Capital Subtotal			\$ 260,050		\$ -	\$ 260,050
Total Concept Cost			\$ 908,517		\$ -	\$ 908,517

See Attachment F for budget details and restrictions

HCBS CONCEPT BUDGET						
Vendor Name		Central Valley Training Center				
Vendor Number(s)		SV0009, S29378, HV0503				
	Salary and Benefits	Year 1 Budget		Year 2 Budget		Total
		FTE	Annual Cost	FTE	Annual Cost	Cost
Personnel (salary + benefits)						
Job Procurement Specialist	50029	2.00	\$ 100,058		\$ -	\$ 100,058
Job Coach	39177	4.50	\$ 176,297		\$ -	\$ 176,297
Training Coordinator	70345	0.50	\$ 35,173		\$ -	\$ 35,173
Program Coordinator	70820	1.00	\$ 70,820		\$ -	\$ 70,820
Instructor II	39468	1.00	\$ 39,468		\$ -	\$ 39,468
Position Description			\$ -		\$ -	\$ -
Position Description			\$ -		\$ -	\$ -
Position Description			\$ -		\$ -	\$ -
Position Description			\$ -		\$ -	\$ -
Personnel Subtotal			\$ 421,815		\$ -	\$ 421,815
Operating expenses						
Train the Trainer Training			\$ 37,220			\$ 37,220
Trainings			\$ 30,400			\$ 30,400
Branding/Public Relations/Printing			\$ 77,000			\$ 77,000
Phone			\$ 6,300			\$ 6,300
Mileage			\$ 4,350			\$ 4,350
Lease			\$ 12,000			\$ 12,000
Utilities			\$ 3,000			\$ 3,000
Therap Employment Module			\$ 600			\$ 600
Train the Trainer Training travel			\$ 3,164			\$ 3,164
Desired Activities			\$ 2,000			\$ 2,000
Operating Subtotal			\$ 176,034		\$ -	\$ 176,034
Administrative Expenses						
Administrative Expenses @ 12% of Salaries			\$ 50,618			\$ 50,618
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Administrative Subtotal			\$ 50,618		\$ -	\$ 50,618
Capital expenses						
3 Wheelchair Accessable Vehicles			\$ 165,000			\$ 165,000
2 Vehicles for Job Procurement Specialists			\$ 40,000			\$ 40,000
3 Computers for staff			\$ 2,250			\$ 2,250
2 Smart Boards for Trainings			\$ 4,000			\$ 4,000
9 Laptops for Job Coaches			\$ 6,300			\$ 6,300
6 Computers for Consumers			\$ 4,500			\$ 4,500
Vehicle for the Training Coordinator			\$ 20,000			\$ 20,000
Assistive Technology & Software			\$ 10,000			\$ 10,000
Career Readiness Program			\$ 8,000			\$ 8,000
Capital Subtotal			\$ 260,050		\$ -	\$ 260,050
Total Concept Cost			\$ 908,517		\$ -	\$ 908,517

See Attachment F for budget details and restrictions

Budget Narrative and Timeline

Personnel

Program Coordinator (1 FTE): The Program Coordinator will provide direct supervision to Job Procurement Specialists and Job Coaches for the community/employment team.

Job Procurement Specialist (2 FTE): Positions will be filled at the start of the grant and run for the entire length of the grant (1 year). The Job Procurement Specialists will be tasked with going out in the community to find employment opportunities.

Job Coaches (4.5 FTE): Positions will be filled starting with 3 Job Coaches after the first 3 months of the grant. 3 more will be filled at the 6-month mark of the grant. The final 3 will be filled at the 9-month mark of the grant for a total of 4.5 FTE's. The Job Coaches will be tasked with supporting individuals in their employment placements.

Instructor II (1 FTE): The Instructor II position will support individuals with a greater need of support while in the community. The position will consist of several staff used over the period of the grant but will average 1 FTE during the grant life.

Training Coordinator (.5 FTE): The Training Coordinator is a .5-time position that will be certified to train staff in person-centered services and ensure certifications and training remain current.

Operating Expenses

Train-the-Trainer Certification (4 Staff): CVTC will send the Training Coordinator and Management to be certified in Person-Centered Planning/Thinking. The Training Coordinator and Management will provide training throughout the organization.

Trainings & Materials: This cost is to cover customized employment trainings and materials needed to implement the training throughout the organization.

Branding/Public Relations/Printing: Infuse person-centered planning/thinking into the culture and branding of CVTC and provide outreach and information regarding the HCBS rules to the community and potential employers. Informational materials will be printed to provide information within the organization, the community, and potential employers.

Phone: Provide phones for the Training Coordinator, Job Procurement Specialists and Job Coaches.

Mileage: Approximately 7,500 miles for Job Coaches to work with individuals in job placements.

Lease: Cost to lease office space for trainings; workspace for Job Procurement Specialists, Job Coaches and the Training Coordinator.

Utilities: Cost for electricity and water for the leased office space.

Therap Employment Module: Used to track placements and progress on the individuals in competitive employment settings.

Train-the-Trainer training travel: Cost to send 4 staff to the Train-the-Trainer training including hotel, travel (airfare, shuttle, mileage) and per diem.

Desired Activities: Support individuals requesting to participate in activities outside of normal business hours for activities such as professional sports games, concerts, amusement parks, etc.

Administrative Expenses

Administrative Expenses: Based on 12% of salaries.

Capital Expenses

Vehicles: 3 Wheelchair Accessible Vehicles, and 3 vehicles for the Training Coordinator and Job Procurement Specialists.

Technological Devices: 3 computers for staff, 2 smart boards for collaborative learning and career readiness training, 9 laptops for Job Coaches and 6 computers for CVTC participants.

Assistive Technology & Software: Cost to purchase alternative methods of communication and software to support individuals with limited communication skills.

Career Readiness Program: Career readiness program to prove certifications and career diplomas.

Contract Summary and Board Resolution

Valley Mountain Regional Center's Board of Directors reviewed the contracts below on August 17, 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 **August 17, 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 Blue Mountain Transit Inc	\$ 1,404,000
2 Camello Supported Living	\$ 720,000
3 Giggles Early Intervention	\$ 875,522
4 JBallelos CIP	\$ 536,880
5 Lifeworks-ACS, Inc.	\$ 342,506
6 Linden Grove, LLC	\$ 981,792
7 PEDS - Professional Evaluations & Developmental Services, LLC	\$ 3,100,000
8 Psychiatric Centers at San Diego, Inc. Medical Group	\$ 900,000
9 Sierra Environmental & Social Services, Inc.	\$ 1,560,000
10 Teamwork Speech Therapy	\$ 380,156
11 California Mentor Family Home Agency	\$ 2,008,104
12 Community Compass SLS	\$ 599,301
13 Community Compass BMP	\$ 1,440,000
14 Futures Explored	\$ 436,522
15 Hana Hou Alliance, LLC	\$ 555,777
16 Jar-Mill's Place	\$ 470,063
17 Keyholders 360, Inc.	\$ 816,000
18 Storer Transportation - Stockton	\$ 6,120,000
19 Storer Transportation - Modesto	\$ 3,696,056
20 Vocational Coaching & Development Institute, Inc. (VCDI) CITP	\$ 1,046,240
21 Vocational Coaching & Development Institute, Inc. (VCDI) BMP	\$ 291,491
22 AMVA Corporation - Apique Behavioral Services	\$ 1,439,671
23 Central Valley Training Center - HCBS Grant FY 19-20	\$ 339,084

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.

Lynda Mendoza, Board Secretary

Date

Valley Mountain Regional Center

Contract Status
AS OF: May 31, 2020

	OPS	POS including Federal C	General Total	OPS CPP	POS CPP	CPP Total	FG/SC Total
Current Fiscal Year 2020							
Contract Year A-4							
Spent to Date	33,535,803	220,242,001	253,777,804	597,168	1,700,050	2,297,218	458,422
Unspent	29,470,610	186,688,371	216,158,981	412,097	766,571	1,178,669	398,099
	4,065,193	33,553,630	37,618,823	185,071	933,479	1,118,549	60,323
Last Fiscal Year 2019							
Contract Year E-3							
Spent to Date	30,458,851	195,698,837	226,157,688	529,488	1,352,647	1,882,135	451,782
Unspent	30,113,912	193,992,261	224,106,173	529,488	1,106,639	1,636,127	445,366
	344,939	1,706,576	2,051,515	0	246,008	246,008	6,416
Second Prior Fiscal Year							
2018 Contract Year D-4							
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	180,175,994	209,669,599	520,453	580,784	1,101,237	458,980
	-	2,155,248	2,155,248	9,210	84,509	93,719	34,627

POS EXPENDITURES

May 31, 2020

	Year to Date	Prior Year to Date	Changes to Budget	Budget	% of Total Budget
Community Care Facility	66,849,594	57,794,756		78,000,000	85.7%
ICF/SNF FACILITY	101,472	147,170		500,000	20.3%
Day Care	1,137,528	1,173,918		1,500,000	75.8%
Day Training	34,227,058	32,889,550		44,450,000	77.0%
Supported Employment	1,535,374	1,623,300		2,200,000	69.8%
Work Activity Program	486,262	475,809		700,000	69.5%
Non-Medical Services-Professional	491,548	535,865		600,000	81.9%
Non-Medical Services-Programs	24,269,013	20,523,368		37,500,000	64.7%
Home Care Services-Programs	1,063,088	1,097,854		1,500,000	70.9%
Transportation	2,458,013	2,444,163		3,500,000	70.2%
Transportation Contracts	15,500,430	15,135,917		20,000,000	77.5%
Prevention Services	13,851,748	12,682,862		17,000,000	81.5%
Other Authorized Services	20,381,589	17,656,834		26,000,000	78.4%
P&I Expense	36,065	37,811		65,000	55.5%
Hospital Care	420,000	418,750		550,000	76.4%
Medical Equipment	250,532	318,167		480,000	52.2%
Medical Care Professional Services	3,811,912	3,400,905		4,637,448	82.2%
Medical Care-Program Services	34,005	52,091		70,000	48.6%
Respite-in-Home	15,874,568	11,524,671		14,700,946	108.0%
Respite Out-of-Home	402,999	490,385		800,000	50.4%
Camps	30,504	29,784		80,000	38.1%
	203,213,301	180,453,928	-	254,833,394	79.7%
CPP	394,949	237,615		1,700,050	23.2%
Total Purchase of Service	203,608,250	180,691,543	-	256,533,444	79.4%

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ICF SPA RECEIVABLES \$ 3,136,177

OPERATIONS EXPENDITURES

May 31, 2020

	Year to Date	Prior Year to Date	Changes to Budget	Budget	% of Total Budget
Salaries and Wages	18,556,171	18,037,214		21,369,776	86.8%
Temporary Help	34,949	12,998		36,950	94.6%
Fringe Benefits	4,776,001	5,430,831		6,131,026	77.9%
Contracted Employees	101,360	85,711		105,000	96.5%
Salaries and Benefits Total	23,468,481	23,566,754	-	27,642,752	84.9%

	Year to Date	Prior Year to Date	Changes to Budget	Budget	% of Total Budget
Facilities Rent	1,730,774	1,817,709		1,850,000	93.6%
Facilities Maintenance	576,256	623,778		577,000	99.9%
Information Technology	1,862,824	1,630,719		1,650,000	112.9%
General Office Expense	292,255	166,766		261,250	111.9%
Operating Expenses	285,646	399,915		340,000	84.0%
Equipment	108,541	132,628		138,791	78.2%
Professional Expenses	355,713	319,462		449,000	79.2%
Office Expenses	95,275	119,850		131,760	72.3%
Travel and Training Expenses	404,866	484,343		495,250	81.7%
Foster Grandparent/Senior Companion Expenses	397,876	445,199		458,422	86.8%
CPP Expense	417,830	476,747		597,168	70.0%
Total Operating Expenses	29,996,337	30,183,869	-	34,591,393	86.7%

Operating Expenses: Telephone, Utilities

Equipment: Equipment Purchases, Equipment Contract Leases

Professional Expenses: Accounting Fees, Advertising, ARCA Dues, Bank Fees, Consultants, Insurance, Interest, Legal Fees, Fees, Licenses and Miscellaneous

Office Expenses: Consumer Medical Record Fees, Postage and Shipping, Printing

Travel and Training Expenses: Board of Director Expense, Travel Admin, Travel Consumer Services

Valley Mountain Regional Center
Cash Flow Projection

Actual 5/31/2020 Balance	\$ 24,521,440.86	
Projected June Cash Receipts	11,500,000.00	
Projected June Expenditures	<u>(24,300,000.00)</u>	
Projected June Balance	\$ 11,721,440.86	
7/3/2020 SSI/SSA	(42,000.00)	\$ 11,679,440.86
7/5/2020 OPS check run	(345,000.00)	11,334,440.86
7/10/2020 POS General	(15,000,000.00)	(3,665,559.14)
7/12/2020 Payroll	(800,000.00)	(4,465,559.14)
7/12/2020 OPS check run.	(80,000.00)	(4,545,559.14)
7/15/2020 POS General	(8,000,000.00)	(12,545,559.14)
7/17/2020 OPS check run	(215,000.00)	(12,760,559.14)

Enter Number of Months Claimed (4 for Dec 10 report)	10
Date of POS Payments Cut-Off:	April 30, 2020

(once 12 months are claimed, keep at 12)

REPORT DATE: June 10, 2019

VALLEY MOUNTAIN REGIONAL CENTER

POS EXPENDITURE PROJECTION (PEP) SUMMARY

Fiscal Year 2019-2020

Actual Expenditures through April 2020

	CURRENT MONTH	Enter Prior Month	CHANGES
	High Estimate	High Estimate	High Estimate
NON-CPP EXPENDITURES			
Estimated Cost of Current Services	\$241,820,988	\$240,538,337	1,282,650
Estimated Growth	\$0	\$0	0
Enter Other Items as necessary, which may include but are not limited to:			
1. Deduct allocation for HCBSW Compliance			N/A
2. Deduct estimated receipts from ICFs for SPA services.	-2,000,000	-2,000,000	0
3. One time adjustment of base			N/A
4. Adjustment for SSI CCF Rate			N/A
5. SSI/SSP Restoration (Not Yet Paid)			N/A
6. Supplemental Rate Increase (effective Jan 2020)			N/A
7. Adjust for current projection	-10,000,000	-9,000,000	(1,000,000)
8.			0
9.			0
10.			0
TOTAL ESTIMATED EXPENDITURES	\$229,820,988	\$229,538,337	282,650

REGIONAL CENTER:
FISCAL YEAR:
NO. OF MONTHS CLAIMED:

cal Year 2019-2020
10

VALLEY MOUNTAIN REGIONAL CENTER

Number of remaining Months 2

NON-CPP EXPENDITURES

Regional Centers may opt to use a different reasonable methodology to calculate Estimated Growth

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>	<u>Column 6</u>	<u>Column 7</u>	<u>Column 8</u>	<u>Column 9</u>	<u>Column 10</u>
Enter YTD Expenditures Jul-Apr	Late Bills	Enter Avg # of Consumers per Month (Status 1 & 2)	# of Mos/Days to End Of Year (EOY)	Rate	Projected Costs for Current Consumers May-Jun	Estimated Cost of Current Services	Enter Consumer Growth/Mo.	Enter Growth Variance, Enter % of	Estimated Growth HIGH

OUT-OF-HOME CARE

Community Care Facilities	\$59,560,542	\$6,519,147	1,372	2	\$4,816	\$13,215,938	\$79,295,626	0.0	0.0%	\$0
ICF/SNF Facilities	\$93,634	\$8,916	2	2	\$5,768	\$20,510	\$123,061		0.0%	\$0
Total Out-of-Home Care	\$59,654,176	\$6,528,063				\$13,236,448	\$79,418,687			\$0

DAY PROGRAMS

Day Care	\$1,032,373	\$120,312	116	2	\$998	\$230,537	\$1,383,222		0.0%	\$0
Day Training	\$31,348,014	\$3,624,607	2,399	2	\$1,458	\$6,994,524	\$41,967,144		0.0%	\$0
Supported Employment										
950-SEP Group	\$1,002,936	\$113,317	73	2	\$1,521	\$223,251	\$1,339,503		0.0%	\$0
952-SEP Placement	\$461,415	\$54,501	105	2	\$489	\$103,183	\$619,098		0.0%	\$0
Work Activity Program										
954-WAP	\$439,223	\$52,931	72	2	\$679	\$98,431	\$590,585		0.0%	\$0
Total Day Programs	\$34,283,961	\$3,965,667				\$7,649,925	\$45,899,553	0.0	0.0%	\$0

OTHER SERVICES

Non-Medical: Professional	\$450,150	\$44,840	123	2	\$403	\$98,998	\$593,988		0.0%	\$0
Non-Medical: Programs	\$21,901,504	2,147,251	1,200	2	2,004	4,809,751	28,858,506		0.0%	0
Home Care: Programs	\$985,350	120,025	25	2	4,352	221,075	1,326,450		0.0%	0
Transportation	\$2,272,389	270,559	1,615	2	158	508,590	3,051,538		0.0%	0
Transportation Contracts	\$13,806,074	1,389,358	1,715	2	886	3,039,086	18,234,518		0.0%	0
Prevention	\$12,547,847	1,442,427	1,876	2	746	2,798,055	16,788,329		0.0%	0
Other-Comm. Activity Services 063	\$183,691	15,542	12	2	1,633	39,847	239,080		0.0%	0
Other-SSI/SSP Restoration 065	\$446,075	63,008	746	2	68	101,817	610,900		0.0%	0
Other-SLS 896	\$13,158,896	1,358,495	673	2	2,157	2,903,478	17,420,868		0.0%	0
Other Authorized Services	\$4,508,850	512,200	2,672	2	188	1,004,210	6,025,261		0.0%	0
Personal and Incidentals	\$33,369	3,928	31	2	120	7,460	44,757		0.0%	0
Hospital Care	\$381,250	44,943	1	2	42,619	85,239	511,432		0.0%	0
Medical Equipment	\$205,226	32,754	12	2	1,951	47,596	285,576		0.0%	0
Medical Service: Professional	\$3,409,108	375,697	691	2	548	756,961	4,541,767		0.0%	0
Medical Service: Programs	\$32,062	1,906	19	2	178	6,794	40,762		0.0%	0
Respite: In Own Home	\$13,193,765	1,321,582	2,478	2	586	2,903,069	17,418,416		0.0%	0
Respite: Out of Home	\$383,407	0	23	2	1,667	76,681	460,089		0.0%	0
Camps	\$30,504	11,589	4	2	1,169	8,419	50,512		0.0%	0
Total Other Services	\$87,929,518	\$9,156,105				\$19,417,125	\$116,502,748	0.0	0.0%	\$0

TOTAL POS

\$181,867,655	\$19,649,835				\$40,303,498	\$241,820,988	0.0	0.0%	\$0
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VALLEY MOUNTAIN REGIONAL CENTER

Enter Estimated Late Bills

Jul-Apr

Enter the estimated late bills either on this worksheet or directly on the Non-CPP

The data entered on the Late Bills worksheet automatically posts on the Non-CPP and t

NON-CPP

OUT-OF-HOME CARE

Community Care Facilities

6,519,147

ICF/SNF Facilities

8,916

Total Out-of-Home Care

\$6,528,063

DAY PROGRAMS

Day Care

120,312

Day Training

3,624,607

Supported Employment

950-SEP Group

113,317

952-SEP Placement

54,501

Work Activity Program

954-WAP

52,931

Total Day Programs

\$3,965,667

OTHER SERVICES

Non-Medical: Professional

44,840

Non-Medical: Programs

2,147,251

Home Care: Programs

120,025

Transportation

270,559

Transportation Contracts

1,389,358

Prevention

1,442,427

Other-Comm. Activity Services 063

15,542

Other-SSI/SSP Restoration 065

63,008

Other-SLS 896

1,358,495

Other Services

512,200

Personal and Incidentals

3,928

Hospital Care

44,943

Medical Equipment

32,754

Medical Service: Professional

375,697

Medical Service: Programs

1,906

Respite: In Own Home

1,321,582

Respite: Out of Home

0

Camps

11,589

Total Other Services

\$9,156,105

TOTAL LATE BILLS

\$19,649,835

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VALLEY MOUNTAIN REGIONAL CENTER

Projection Summary: Explanation
Actual Expenditures through April 2020

Provide a detailed explanation of any of the items listed on the Projected Summary worksheet, Other Items section, and the reason for a significant (more than 2%) change from the prior month.

Enter Additional Information / Other Items: Non CPP

October Popplewell Fund Donations

Date	Donor	Amount
06/18/20	YourCause	10.00
06/18/20	Charities Aid Foundtation	58.65

Current Fund Balance	\$ 15,961.69
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