



Board of Directors Meeting

Monday, June 21, 2021, 6:00 PM

Via Zoom Video Conference

<https://zoom.us/j/95227371990?pwd=Ri9SejllMmlNWFRSYzNsRU92VThrdz09>

Webinar ID: 952 2737 1990 Passcode: 204746

US: +1 669 900 6833

For accommodations, please contact Doug Bonnet at 209-955-3656, or by email at DBonnet@vmrc.net. Spanish translation is included and is available without requesting.



Meeting Book - Board of Directors Meeting

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

Margaret Heinz, President

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

B. Review and Approval of the Meeting Agenda

Margaret Heinz, President

Action Item

C. Review and Approval of the Board of Directors Meeting Minutes of 04/19/21

Margaret Heinz, President

Action Item

Board Meeting Minutes 04 19 21.pdf

D. Board Presentation - VMRC Strategic Plan July 2021 - June 2024

Tony Anderson, Executive Director

Action Item

Strategic Plan Board Presentation for 06 21 21.pptx

1. Public Comment Specifically Related to the Strategic Plan Presentation

Each public comment will be allowed 3 minutes. If an interpreter is used, 6 minutes will be allowed.

E. Public Comment

Margaret Heinz, President

Each public comment will be allowed 3 minutes. If an interpreter is used, 6 minutes will be allowed.

F. Consent Calendar Items

Margaret Heinz, President

Action Item

1. Finance Committee Meeting Minutes of May and June 2021

Fin Com Minutes 05 05 21.pdf

Fin Com Minutes 06 02 21.pdf

2. Executive Committee Meeting Minutes of May and June 2021

Exec Com Minutes 05 05 21.pdf

Exec Com Minutes 06 02 21.pdf

3. Consumer Services Committee Meeting Minutes of May and June 2021

Cons Serv Com Minutes 05 03 21

4. Bylaws Committee Meeting Minutes of June 2021

Bylaws Committee Meeting Minutes, 06 01 21.pdf

5. Nominating Committee Meeting Minutes of June 2021

Nom Com Minutes 06 03 21.pdf

G. Committee Reports

1. VMRC Professional Advisory Committee, Coalition of Local Area Service Providers (CLASP)
Candice Bright, CLASP Appointee

2. Consumer Services Committee
Dena Pfeifer, Committee Chair

3. Self-Determination Advisory Committee (SDAC)
Mariela Ramos, Committee Chair

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

5. Finance Committee
Linda Collins, Treasurer

a. Approval of Contract Status Reports (CSRs) for May and June 2021 Action Item
Claudia Reed, CFO

Contract Satus Reports (CSRs) for June Board Meeting.pdf

b. Purchase of Services (POS) and Operations (OPS)
Expenditures for May and June 2021
Claudia Reed, CFO

POS and OPS Reports for June Board Meeting.pdf

c. Approval of Contracts Over \$250,000 from May and June 2021 Action Item
Linda Collins, Treasurer

Contract Summary & Board Resolution 2021-06.pdf

Merakey Allos Contract

See pages 35 - 63 of the packet.

d. Acceptance of Restricted Donations to the Popplewell Fund from May and June 2021 Action Item
Linda Collins, Treasurer

Copy of Popplewell Fund FY 20-21.pdf

Copy of Popplewell Fund FY 20-21 for June 2021.pdf

6. Legislative Committee
Lynda Mendoza, Secretary and Chair

7. Nominating Committee
Linda Collins, Chair

Approval of Proposed Slate of Officers for the 2021/2022 Fiscal Year.
See pages 89 - 90 of your packet.

Action Item

8. Bylaws Committee

Lynda Mendoza, Secretary and Chair

Approval of Amendments to Bylaws. See pages 87 - 88 of your packet.

Action Item

9. Special Events Committee

Tina Vera, Chair

H. Executive Director's Report

Tony Anderson, Executive Director

I. Other Matters

Margaret Heinz, President

J. Board Member Activities and Reports

Margaret Heinz, President

K. President's Report

Margaret Heinz, President

1. Approval of Board Meeting Schedule for the 2021 - 2022 Fiscal Year

Margaret Heinz, President

Action Item

Proposed VMRC BOD Meeting Schedule 2021 2022.pdf

L. Next Meeting - Date, Time and Location TBD

Margaret Heinz, President

M. Adjournment

Margaret Heinz, President



Minutes - Board of Directors Meeting

04/19/2021 | 06:00 PM - 08:00 PM - (GMT-08:00) Pacific Time (US & Canada)

Via Zoom Video Conference

Board Members Present: Suzanne Devitt, Margaret Heinz, Crystal Enyeart, Dena Pfeifer, Erria Kaalund, Anthony Owens, Linda Collins, Emily Grunder, Lynda Mendoza, Dr Yan Li, Gabriela Castillo, Alicia Schott, Tina Vera, Tom Toomey

Board Members Not Present: Mohamed Rashid informed absence, ken Britter, Candace Bright (informed absence), Cherena Shaw, Dr Russell (informed absence),

VMRC Staff Present: Doug Bonnet, Bud Mullanix, Christine Couch, Carlo Cacciatore, Claudia Reed, Brian Bennett, Cindy Mix, Gabriela Lopez, Tara Sisemore-Hester, Tony Anderson, Claire Lazaro

Public Present: Irene Hernandez (Interpreter) Carlos Hernandez (Interpreter), Myra Montejano (R&D), Marie Marchese (R&D), Rachelle Munoz (SAC6 Coordinator), Leticia Leon, Charles Devlin (R&D)

Margaret Heinz, Board President, called the meeting to order at 6:02pm

A. Roll Call, Call to Order, Reading of the Mission Statement The Mission Statement was read together. We do have a quorum tonight based on roll call.

B. Review and Approval of the Meeting Agenda Dena Pfeifer made a motion to approve, Emily Grunder seconded. Motion passes unanimously.

C. Review and Approval of the Board of Directors Meeting Minutes of 02/22/21

Crystal Enyeart made a motion to approve the minutes of 2.22.21. Dena Pfeifer seconded the motion. The motion passes unanimously.

D. Board Presentation - R&D Transportation Services, Inc. Leticia Leon, Charles

Devlin, Myra Montejano, and Marie Marchese gave a presentation on the R&D Transportation Services. R&D shared a PowerPoint presentation on their services. See attached.

E. Public Comment

Lisa Culley, FRN – Public Comment-VMRC Board 4/19/2021

Lisa Culley, Director, Family Resource Network

I would like to publicly recognize and thank Cindy Mix for all her years of service @VMRC and with out families and consumers. Sher is much appreciated and will be missed. We wish her all the best in your retirement!

Also, I would like to thank the VMRC Board for the donation of \$3,000 from the Popplewell fund towards the purchase of diapers and wipes for consumer families who are in need. We will be able to provide such needed supplies to families in Stockton this Saturday in Stockton, and in Stanislaus and the mountain counties to be scheduled within the next month or so. And thank you to Doug & Gaby for their help at the event last month. Those who have received supplies are incredibly grateful.

Thank you for the collaboration between FRN, VMRC, and SCDD to bring supplies to families impacted by the pandemic.

Dena Hernandez, SCDD – **VMRC Board Meeting Public Comment Information**

Dena Hernandez Regional Manager
SCDD North Valley Hills
4.19.21

- ❖ SCDD North Valley Hills would like to thank Cindy Mix for her years of services to people with developmental disabilities and their families as well as working with our office. We appreciate her willingness to always work with us and pick up the phone when we call! She will be missed. We will honor her at her last Consumer Services Meeting in May with a framed certificate of appreciate. Thank you, Cindy!
- ❖ Thank you to Claire Lazaro and her VMRC team for conducting the Covid-19 vaccine last week in Modesto. They ran like a well-oiled machine! Thank you for allowing SCDD and other stakeholders to volunteer. It was a great event and we look forward to volunteering this week in Stockton.
- ❖ We wanted to give a shout out to SAC6 members – Dena #1 Pfiefer and Jessica Quesada for doing a great job presenting at the San Joaquin County Transition Fair last week!
- ❖ Lastly- the CHOICES May 14, 2021 registration closed- however -if any one still wanted to attend- you can contact Christine Couch- at ccouch@vmrc.net as she is helping CHOICES with registration. The conference will honor the late Wilma Murray and a free memorable t-shirt is included in this free event.

Gricelda Estrada – I am a mother of 2 children with autism that are now adolescents, 14 and 15 years old. 10 years ago I presented myself to this committee, asking to modify the policy that prevents my two sons to have access to an intensive behavioral program. During the past 10 years I have always had the feeling that the policy did not give access to my children to have a more functional life. During the last 10 years I have had access to other families just like mine, and I have been able to collect their experiences. That's why I'm here one more time asking this committee, to open the policy for the intensive program to be provided. My understanding that the policy is under the early start department and applied by the intake department. I'm solicitating for the policy to be open to the families and public for a revision. Because that policy prevents families to have access to intensive behavioral services, such as language, behavior and any other service. That would be it. thank you.

Maria Diaz – I come to support the comment that Mrs. Gricelda had. I am one of those families that has been effected. Especially my daughter is the one who should have received the services from Early Start. Where there were a lot of violations or not enough services, especially in language which is the service she was referred to the regional center. In my own family, we have another member who is navigating with the same system and we continue to have the same problem. From the beginning of the intake, it would be very beneficial for the policies to be revised. Especially if some adjustments could be done so there wouldn't be so many barriers for services for children. It's supposed to be a department that offers services and help. But unfortunately our children do not have the help. Not even to help the parents coordinate to get access for the appropriate services. So that's why I'm asking for the policies to be open to the public so they can be revised. It is not ok for them to be a barrier for our families instead of helping them and benefitting them. That's it. thank you.

F. Consent Calendar Items Lynda Mendoza made the motion to approve the Consent Calendar items. NO discussion. The consent calendar items were approved unanimously.

1. Finance Committee Meeting Minutes of 03/03/21 and 04/07/21
2. Executive Committee Meeting Minutes of 03/03/21 and 04/07/21
3. Consumer Services Committee Meeting Minutes of 03/01/21 and 04/05/21

G. Committee Reports

H. VMRC Professional Advisory Committee, Coalition of Local Area Service Providers (CLASP) Candice Bright, CLASP Appointee – there was no representative from CLASP. Tony shared that he met with the leadership today. Elections are coming up. They are almost at 100 members. The Self Determination Committee will present at the CLASP meeting. Their first meet and greet is April 26, from 5-8pm on zoom.

2. Consumer Services Committee Dena Pfeifer, Committee Chair – Dena shared they had a meeting on March 1 and April 5. Olivia did a presentation on education services. R&D did a presentation on April 5. Both minutes are in the packet to review. Consumer services needs the board to vote on conference service standards tonight. There was no discussion or questions. Emily Grunder made the motion and Crystal Enyeart seconded the motion. The motion passed with unanimous consent. The next meeting is May 3 at 4pm and it is my last consumer services meeting.

3. Self-Determination Advisory Committee (SDAC) Mariela Ramos, Committee Chair – Margaret shared that there was an excellent board training before the board meeting tonight with Matthew Bahr. Tony Anderson added that the SDAC made a plan with their subgroup to share information. DDS has given a budget to the SDAC to increase knowledge of SD. The full committee has authorized the subgroup plan. There is ongoing training, the Self Determination conference this weekend over zoom. We sponsored the conference and sent some staff and advocates from our area to attend. It was broadly open and we hope that people were able to take advantage of the conference.

4. Consumer Advisory Council, Self-Advocacy Council Area 6 (SAC6) Crystal Enyeart, SAC6 Appointee – On April 2nd Sac6 had their Friday Zoom Chat. This Zoom Chat topic was on “Starting a New Self Advocacy Group” by Sac 6 Council members.

On April 7th Sac6 Consultant Lisa Utsey attended the VMRC Finance Committee meeting via zoom.

On April 8th Sac6 Consultant Dena Pfeifer and Sac Vice Chair Jessica Quesada attended the Statewide Self Advocacy Planning Team meeting via zoom. This year’s Statewide Self Advocacy Conference will be via zoom on May 7, 2021.

On April 9th Sac6 had their Friday Zoom Chat and this topic was about R&D Transportation. The R & D Transportation Team- Letty, Marie, & Myram gave us lots of information on what we can see in the future when we start riding the bus again.

April 13th Sac6 consultant Dena Pfeifer and Sac 6 Vice Chairperson Jessica Quesada gave a presentation about sac 6 at the Transition Fair in San Joaquin County. She had help from Gabby VMRC Culture Specialist translating to Spanish for her. Sac6 has also made some material in Spanish.

On April 14th Sac6 Chairperson Catrina Castro gave a presentation at the VMRC Emergency Preparedness Training to Vendors on how Sac6 can be a resource for them.

April 15th Sac6 consultant Dena Pfeifer and Sac 6 Vice Chairperson Jessica Quesada gave a presentation about Sac 6 at the Transition Fair in san Joaquin County, in English.

April 16th had their Friday Zoom Chat. This Zoom Chat topic was a training on “Prepare for End-of-Life Care” presented by Sac 6 members, Lisa Utsey, Crystal Enyeart and Dena Pfeifer.

April 17th Sac6 Goals Committee meet via zoom and reviewed their goals for 2021.

On April 22nd Sac6 leadership meet with VMRC Executive Director and VMRC Liaison for their monthly meeting.

Also, on April 22nd Sac6 Consultant Dena Pfeifer and Sac6 Vice Chairperson Jessica Quesada attended another Statewide Self Advocacy Planning Team Committee meeting.

On April 23rd Sac6 Chairperson Catrina Castro attended a DDS (Department of Developmental Services) CAC (Consumer Advisory Committee) meeting.

April 27th Sac6 Consultant Lisa Utsey and Sac6 Board member Michael Owens presented at the Stanislaus County transition Fair in Spanish. A big thank you to Gabby- VMRC Cultural Specialist for translating for Sac6.

April 28th Sac6 Consultant Lisa Utsey and Sac6 Board member Michael Owens presented at the Stanislaus County transition Fair in English.

Friday Zoom Chat on April 30th was presented by Sac6 member Robert Balderama and other Sac6 members on “Dealing with Conflict.”

Make sure you check the Sac6 website for the Chatter Letter Sac 6 put out in April.

Upcoming events:

On May 7th Sac6 will be hosting a virtual dance party to celebrate all those students graduating this year!! For more information you can check our website at www.vmrc.net then click 'Consumers' then click 'Self Advocacy'.

CHOICES Conference May 14, 2021 in Honor of Wilma Murray

Supported Life Conference May 7, 2021

Sac6 would like to thank Tony Anderson for his weekly VMRC updates and partnering with Albertsons to make it easier for people to get their vaccine shots! "Thank you" Also, a huge Thank you to Clair Lazaro for keeping us informed on all things COVID.

Sincerely,

Crystal Enyeart

SAC6 representative to the VMRC Board and Consumer Services.

5. Finance Committee Linda Collins, Treasurer and Claudia Reed, CFO gave the report. Please see the information included in the meeting packet. If you need additional information or support in understanding the report, please reach out to Linda or Claudia.

a. Approval of Contract Status Reports (CSRs) for January and February 2021: Dena Pfeifer made a motion to approve the CSR for January and February 2021 and Emily Grunder seconded the motion. Motion passes with unanimous consent.

b. Presentation of Purchase of Services (POS) and Operations (OPS) Expenditures through February 2021 – Claudia Reed presented and answered any questions from the Board.

c. Acceptance of Restricted Donations for February (\$525) and March (7 donations) 2021 - Dena Pfeifer made a motion to accept the restricted donations and Tom Toomey seconded the motion. Motion passes with unanimous consent.

d. Approval of Contracts over \$250,000 from March and April 2021 – Linda Collins made the motion to accept the approval of contracts over \$250,000 and Dena Pfeifer seconded. The motion passes with unanimous consent.

6. Legislative Committee Lynda Mendoza, Committee Chair – Tony shared that the committee had a great meeting with the Senate Budget Chair for health and Human Services, with Senator Susan

Eggman. We prepared a 2 hour briefing with written materials and it only lasted 15 minutes. The Senator asked great questions. We engaged with her and hit on all of the topics. She heard that we need more case managers! It was a great meeting. The next event is Grassroots Day! It is held with ARCA at the Capitol to meet with different legislators. We talk about the different topics that are important to all of us. It happens tomorrow, April 20 with 4 meetings. Please see the email Doug sent on Friday to hear more about how you can participate! Lynda shared that you can learn and watch the Grassroots Day – let Doug know so he can fill the open slots with you! The next meeting has not yet been scheduled.

7. Nominating Committee Linda Collins, Committee Chair shared that they are actively looking to fill vacancies that are coming up. We are actively seeking and accepting applications. The next meeting will be in May.

8. Bylaws Committee Lynda Mendoza, Secretary reported that the committee has not met. It will meet before the end of the year.

9. Special Events Committee Tina Vera, Committee Chair reported they haven't met and are not currently planning any special events due to the pandemic. Tony added that our annual board meeting is in July so the committee should meet and talk about plans.

I. Executive Director's Report Tony Anderson shared that we had a great vaccination clinic in Modesto. We had 240 vaccinations available a day in Modesto and we worked hard to fill them. We opened it to the public and each day we had about 200 vaccinations. We had more registered but we were hit with the unfortunate news of J&J being paused due to unlikely but serious side effects. This scared people and they chose not to get the vaccination. We never reached the 240 that were available. The next clinic is Friday, Saturday and Sunday this week in Stockton. We have 390 available each day. Friday and Saturday are full!! Sunday has a lot of openings – please help us get the word out about that clinic. Thank you to Doug and Claire for taking care of these clinics. Their tremendous work is appreciated. We are still testing for covid. It's important and we need to know the positivity rate for our area. This is offered once a month as long as there is interest. We had a death last week and the week before. We are

still very concerned about this illness. Any deaths or anyone not doing well is very concerning for us. Reopening might be in mid-June but we need testing and positivity to be low/stable. There is some work being done on the regional center face to face meetings by the DDS. Of course, anyone who requires a face to face meeting can ask and we can be prepared with PPE and meet with them. We keep getting asked when the day programs are going to open and we do not have an answer yet. There is a lot going on to begin to get closer to that moment. DDS is putting together some direction on what they would like to see. We are having our disparity meetings with the public. We are seeing a large disparity with one group we hadn't seen previously. The 10-12 year olds age band is the biggest disparity group we found and we are looking to find out why. We are targeting the questions to learn more information! SAC6 is hosting a POS disparity meeting on May 28.

J. Other Matters - none

K. Board Member Activities and Reports – nothing to report

L. President's Report – it is a true testament to Cindy that her current position must be replaced by more than one person. You are amazing! What you have done for VMRC over the time you've been here is significant. The lives you've touched has been so good. You are so appreciated!! You are fabulous – thank you for all you've done!!

Her class participated in the transition faire last week. Thank you to everyone involved in it. The class thought it was amazing. Great information shared and so many questions were answered. Margaret is so excited to work the vaccination clinics this weekend. Thank you, Tony, Doug, Claire and everyone else who was part of it. Gaby, the food deliveries are so cool!! They are so well run. Thank you

to presentation church for all they do to support the community. The legislative committee's packet is amazing! Thank you to Doug and Tony for writing her portion and making the corrections. Amazing and fabulous team!

1. Approval of Application Support Technician – Carlo reviewed the job description. Bud added that we have an internal candidate who has stepped up and began doing some of the work, in addition to her other work. This is a motion from the Executive Committee, Dena Pfeifer seconded the motion. No questions, comments. The motion passes unanimously.
2. Approval of Organization Change of Directors of Consumer Services – Tony reviewed the organization change and the two job descriptions. This is a motion from the Executive Committee for approval of the job descriptions, Dena Pfeifer seconded the motion. No questions. Alicia thought the 2 positions already existed and she is amazed that previously it was one position. The motion passes unanimously.

M. Next Meeting - Monday, June 21, 2021, 6:00 PM via Zoom Video Conference

N. Adjournment at 8:00pm



Valley Mountain Regional Center Strategic Plan July 2021 – June 2024 Overview



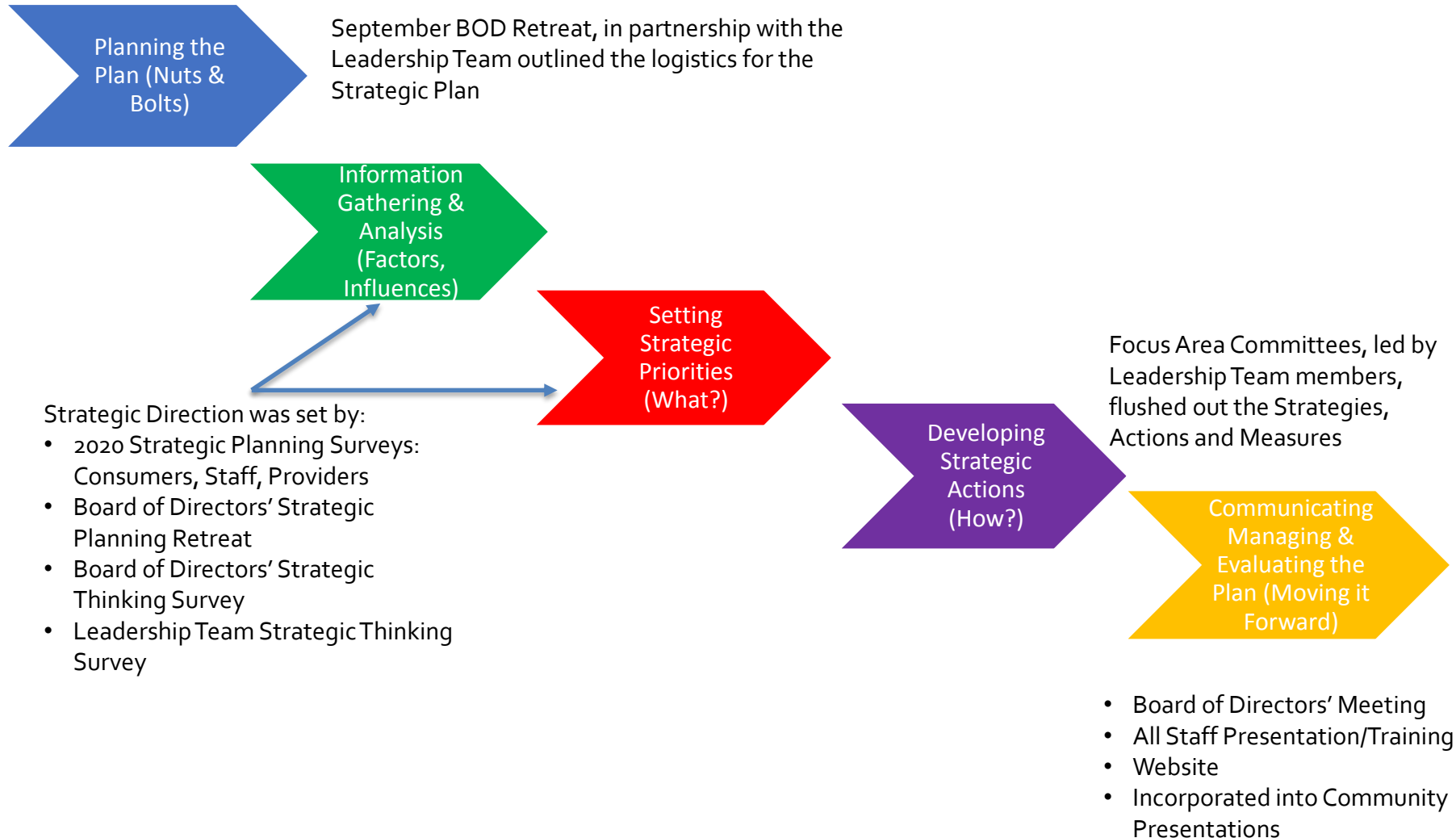
Where are we going?

How do we get there?

How do we assess our progress?



The Planning Process





Our 2021-2024 Focus Areas:

- **Training**
- **Consumer Health** (Physical & Emotional)
- **Consumers Feel Empowered** (& Supported)
- **Outreach, Connection, & Engagement**
- **Organizational Culture**



Training

Defined:

Through training and education VMRC will provide consumers and families, staff, and providers with the knowledge they need.



The Goal:

Through training, VMRC ensures:

- Consumers/families have information to achieve the best possible experiences in the community,
- Providers are empowered to deliver optimal services, and
- Staff have the skills and knowledge to work most effectively and efficiently.





Training: Strategies (in brief)

In addition to on-going training efforts, VMRC will

1. Create trainings for all stakeholders that are accessible and effective and meet different platform needs.
2. Work to ensure all materials are culturally relevant and linguistically appropriate and available.
3. Create and offer trainings in Preventative Health for all stakeholders.
4. Create and offer trainings for Service Coordinators in tracking COVID-19 information, designing and offering trainings in Preventative Health, Autism Spectrum, and Legal Decision-Making Avenues.
5. Create and offer trainings in Life Trajectory, Strength-based Decision Making, Advocating, Community Building, Inclusion, Employment, and the Your Rights in Your Own Home for all stakeholders.
6. Work to cultivate and foster a culture of belonging, diversity and inclusion including a number of trainings developed and offered to Staff.
7. Work to support and build an award-winning staff by identifying training and development needs and providing training for development of the workforce.



Consumer Health (Physical & Emotional)

Defined:

Through training and education VMRC will provide consumers and families, staff, and providers with the knowledge they need.

The Goal:

VMRC proactively supports and empowers consumers to be healthy - physically, emotionally and mentally.





Consumer Health (in brief)

In addition to on-going Consumer Health efforts, VMRC will:

1. Support Consumers/Families and Providers with COVID information and supports.
2. Promote awareness of Consumer health (physical and emotional factors), and engage in increased education and training campaign.
3. Promote optimal Consumer health by promoting preventative health strategies: diet/lifestyle eating, exercise, health screenings, vaccines, health disparities and equity.
4. Promote Consumer/Family Mental Health and Wellbeing, and will proactively address issues of isolation, depression and emotional issues, as well as stress and anxiety.
5. Support Consumers through identifying and addressing potential behavioral concerns, such as Autism Spectrum related behaviors and addiction, and related legal issues.
6. Help optimally support children and families in our community, and monitor Child Find data and utilize data to help identify and target communities where children who are potentially at risk of developing a delay are not entering the regional center through Intake/Early Start.



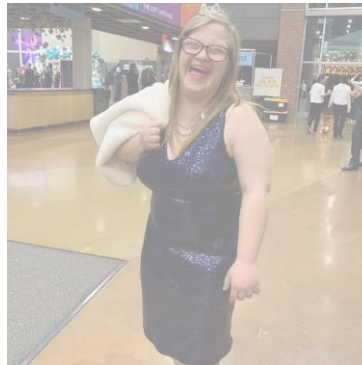
Consumers Feel Empowered (& Supported)

Defined:

Individuals feel fully informed of life's possibilities through empowerment and are supported by a strong circle of support to pursue their dreams.

The Goal:

Individuals are empowered and supported in all aspects of life to define, lead and succeed in their own lives.





Consumers Feel Empowered (in brief)

In addition to on-going Empowerment efforts, VMRC will:

1. Empower consumers to define and pursue life on their own terms and promote and engage consumers (and families) in envisioning and planning **Life Trajectory**.
2. Support individual consumer empowerment and promote strength-based decision making and supported decision making.
3. Improve Service Coordinators' ability to support Consumers/Families, and work to help lower Service Coordinator caseloads.
4. Continue building and developing community support for Consumers/Families.
5. Support individual engagement and ownership of their own lives, and work to ensure Consumers have a home.
6. Support the unique characteristics, culture, ethnicity, language, and sexual and gender identification of each Consumer/Family, and seek to develop and deepen diverse and culturally competent services both provided and purchased by the regional center.



Outreach, Connection, & Engagement

Defined:

Consumers/families, staff, and providers engage in clear, meaningful exchanges of information to facilitate strong relationships and shared understanding in order to achieve high quality, person-centered service.

The Goal:

Consumers/families, providers, staff, and community stakeholders are valued, heard, and engaged in conversations that:

- Value people's ideas and concerns,
- Are knowledgeable and informative, and
- Are accessible, person-centered, and plain language exchanges.

These exchanges ensure:

- A common understanding of policies,
- Timely, clear information about events, webinars, and other opportunities that enhance their lives, and that
- Help people connect to each other and the regional center.



Outreach, Connection, & Engagement (in brief)

In addition to on-going Connection efforts, VMRC will:

1. Work to improve the effectiveness, consistency, clarity of reach of communications to and from consumers and families, including evolving technologies, communication styles, languages and cultures so as to be inclusive.
2. Work to improve the effectiveness, consistency, clarity of reach of communications to and from staff including evolving technologies, communication styles, languages and cultures so as to be inclusive, as well as increase conciseness, consistent and timeliness so that staff have access to the information they need.
3. Work to improve the effectiveness, consistency, clarity of reach of communications to and from service providers including evolving technologies, communication styles, languages and cultures so as to be inclusive.
4. Work to build community awareness and engagement.



Organizational Culture

Defined:

VMRC fosters a philosophy that is inclusive and supports staff to thrive.

VMRC will strive to create an internal environment that values cultural competence and diversity and supports the emotional well-being, health, and morale of all staff.



The Goal:

VMRC will continue to promote a healthy, supportive, inclusive, and diverse internal philosophy, where employees feel valued, respected, and empowered to support Consumer/families.





Organizational Culture (in brief)

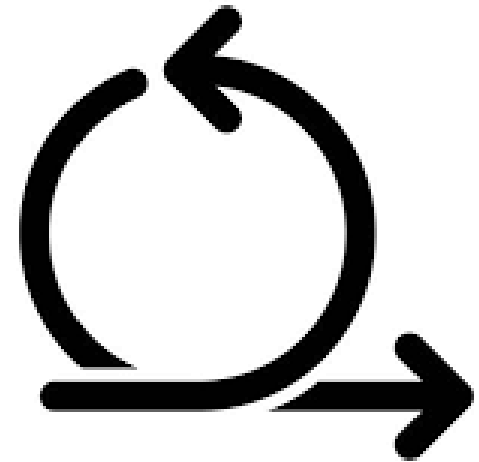
In addition to on-going efforts, VMRC will:

1. Cultivate and foster a culture of belonging, diversity, and inclusion.
 - *We recognize, value, and appreciate each person.*
 - *We are aware of our own judgements, values, morals, and egos.*
 - *We seek to understand and learn and improve.*
 - *We encourage learning and understanding.*
 - *We work to create a community where everyone belongs and is accepted.*
 - *We hold ourselves, each other and the organization accountable for honoring each person.*
 - *We value and appreciate our diversity, it makes us better, it makes VMRC stronger.*
2. Create and promote a culture of trust and unity between and across all staff, units, offices, and management.
 - *All staff, independent of title, position, office, department or unit, will honor interpersonal communications, engaging each other humbly and respectfully.*
 - *VMRC, as an organization, and all staff recognize the equal value and input of each office, team and management level.*
3. Create and promote a culture of support, so staff have the tools and are empowered to succeed.
4. Cultivate and foster a culture of Wellness.



Assessment

- VMRC will has included Outcome Measures and Deliverables for each focus area.
- Assessments include both internal measures and stakeholder input.
- VMRC will assess progress on the focus areas at the close of each fiscal year and report progress to the Board of Directors and the community each year.







Minutes - Finance Committee Meeting

05/05/2021 | 05:30 PM - 06:30 PM - (GMT-08:00) Pacific Time (US & Canada)

Via Zoom Video Conference

Committee Members in Attendance: Linda Collins, Lisa Utsey, Alicia Schott, Dena Pfeifer, Margaret Heinz, Connie Uychutin

Committee Members not in Attendance: Jose Lara

Staff in Attendance: Doug Bonnet, Christine Couch, Corina Ramirez, Claudia Reed, Tony Anderson

Public Present: Irene Hernandez, Interpreter, Lori Willis, Facilitator for Dena Pfeifer, Rachelle Munoz, Facilitator for Lisa Utsey

Meeting Called to Order at 5:30 PM by Linda Collins.

A. Review and Approval of Meeting Agenda

Linda Collins announced agenda changes and amendments. The fiscal department submitted an updated Contract Status Report (CSR) to the original one that was posted. Linda asked for a motion to accept and have fiscal report on this new Contract Status Report. Updated Contract Status Report is attached. Dena Pfeifer made a motion to approve the Meeting Agenda. Lisa Utsey seconded the motion. The Meeting Agenda was approved unanimously.

B. Review and Approval of Finance Committee Meeting Minutes of 04/07/21

Dena Pfeifer made a motion to approve the Finance Committee Meeting Minutes of 04/07/21. Lisa Utsey seconded the motion. The Finance Committee Meeting Minutes of 04/07/21 were approved unanimously.

C. Public Comment

None.

D. Approval of Contracts over \$250,000

Corina Ramirez presented all the contracts over \$250,000 that were up for approval and answered any questions that the committee members had.

Dena Pfeifer made a motion to approve the Contracts over \$250,000. Lisa Utsey seconded the motion. The Contracts over \$250,000 were approved unanimously.

E. Fiscal Department Update

1. Claudia Reed presented the Contract Status Report (CSR) and answered any question that the committee members had. Dena Pfeifer made a motion to accept the Contract Status Report. Lisa Utsey seconded the motion. The Contract Status Report was approved unanimously.

Claudia Reed presented the Purchase of Service and Operations Expenditures and answered any questions that the committee members had.

2. Claudia Reed presented the donations for the last month to the Popplewell Fund and answered any questions that the committee members had. Dena Pfeifer made a motion to accept the Restricted Donations to the Popplewell Fund. Lisa Utsey seconded the motion. The Restricted Donations to the Popplewell Fund were approved unanimously.

F. Next Meeting - Wednesday, 06/02/21, 5:30 PM, via Zoom Video Conference

Meeting adjourned at 6:15 PM.

Valley Mountain Regional Center

Contract Status

AS OF: March 31, 2021

	OPS	POS including Federal C	General Total	OPS CPP	POS CPP	CPP Total	FG/SC Total
Current Fiscal Year 2020							
Contract Year B-1							
Spent to Date	33,789,885	253,549,473	287,339,358	249,675	197,474	447,149	484,702
Unspent	25,663,212	178,200,194	203,863,406	87,306	-	87,306	331,302
	8,126,673	75,349,279	83,475,952	162,369	197,474	359,843	153,400
Last Fiscal Year 2019							
Contract Year A-6							
Spent to Date	34,180,853	233,400,535	267,581,388	597,168	1,700,050	2,297,218	458,422
Unspent	33,093,046	230,200,624	263,293,670	597,168	833,790	1,430,958	398,099
	1,087,807	3,199,911	4,287,718	-	866,260	866,260	60,323
Second Prior Fiscal Year							
2018 Contract Year E-4							
Spent to Date	30,458,851	195,698,837	226,157,688	529,488	1,352,647	1,882,135	451,782
Unspent	30,458,851	193,992,261	224,451,112	529,488	1,277,912	1,807,400	445,366
	0	1,706,576	1,706,576	0	74,735	74,735	6,416



Minutes for Finance Committee Meeting

06/02/2021 | 05:30 PM - 06:30 PM - (GMT-08:00) Pacific Time (US & Canada)

Via Zoom Video Conference

Committee Members in Attendance: Linda Collins (Treasurer), Margaret Heinz, Connie Uychutin, Lisa Utsey, Alicia Schott, Dena Pfeifer

Committee Members Not in Attendance: Jose Lara

Staff in Attendance: Christine Couch, Doug Bonnet, Tony Anderson, Brian Bennett

Public in Attendance: Irene Hernandez (Interpreter), Rachelle Munoz (Facilitator for Lisa Utsey)

Meeting Called to Order at 5:30 PM by Linda Collins, Treasurer.

A. Review and Approval of Meeting Agenda

Linda Collins asked for a motion or approve the Meeting Agenda. Lisa Utsey made a motion to approve the Meeting Agenda. Dena Pfeifer seconded the motion. The Meeting Agenda was approved unanimously.

B. Review and Approval of Finance Committee Meeting Minutes of 05/05/21

Linda Collins asked for a motion to approve the Finance Committee Meeting Minutes of 05/05/21. Dena Pfeifer made a motion to approve the Finance Committee Meeting Minutes of 05/05/21. Lisa Utsey seconded the motion. The Finance Committee Meeting Minutes of 05/05/21 were approved unanimously.

C. Public Comment

None.

D. Approval of Contracts over \$250,000

Brian Bennett, Director of Community Services, presented the lone contract for approval this month which is the contract for Merakey Allos for a new Enhanced Behavior Support Home. See attached. Brian answered any questions that the committee had.

Linda Collins asked for a motion to approve the contract for Merakey Allos as presented. Dena Pfeifer made a motion to approve the contract for Merakey Allos as presented. Lisa Utsey seconded the motion. Connie Uychutin abstained. The contract for Merakey Allos as presented was approved unanimously.

E. Fiscal Department Update

Claudie Reed, CFO, presented the Contract Status Report (CSR) and answered any questions that the committee members had.

Linda Collins asked for a motion to approve the CSR. Lisa Utsey made a motion to approve the CSR as presented. Dena Pfeifer seconded the motion. The CSR was approved unanimously.

Claudia Reed presented the attached report on the restricted donations to the Popplewell Fund. Linda Collins asked for a motion to approve the Restricted Donations to the Popplewell Fund. Dena Pfeifer made a motion to approve the Restricted Donations to the Popplewell Fund. Lisa Utsey seconded the motion. The Restricted Donations to the Popplewell Fund were approved unanimously.

F. Next Meeting - Wednesday, 07/14/21, 5:30 PM, via Zoom Video Conference

Please note that for the upcoming fiscal year, 2021-2022, Finance Committee meetings will now take place on the second Wednesday of every month at 5:30 PM moving forward.

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

This POS Independent Contractor Contract ("Contract") is entered into this 2nd day of June 2021, in the City of Stockton, County of San Joaquin, State of California, by and between Valley Mountain Regional Center, Inc. ("Center") and Merakey Allos ("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").

DEFINITIONS

"Enhanced behavioral supports home" means a facility certified by the State Department of Developmental Services and licensed by the State Department of Social Services pursuant to Section 1567.62 of the Health and Safety Code as an adult residential facility or a group home that provides 24-hour nonmedical care to individuals with developmental disabilities who require enhanced behavioral supports, staffing, and supervision in a homelike setting. An enhanced behavioral supports home shall have a maximum capacity of four consumers, shall conform to Section 441.530(a)(1) of Title 42 of the Code of Federal Regulations, and shall be eligible for federal Medicaid home- and community-based services funding. (California Welfare and Institutions Code, 4684.80(a))

"Enhanced behavioral services and supports" means additional staffing supervision, facility characteristics, or other services and supports to address a consumer's challenging behaviors, which are beyond what is typically available in other community facilities licensed as an adult residential facility or a group home to serve individuals in a community setting rather than an institution. (California Welfare and Institutions Code, 4684.80(b))

"Individual behavior supports plan" means the plan that identifies and documents the behavior and intensive support, and service needs of a consumer and details the strategies to be employed and services to be provided to address those needs and includes the entity responsible for providing those services and timelines for when each identified individual behavior support will commence. (California Welfare and Institutions Code, 4684.80(c))

"Individual Behavior Supports Team" means those individuals who participate in the development, revision, and monitoring of the individual behavior supports plan for consumers residing in an Enhanced Behavioral Supports Home. (California Welfare and Institutions Code, 4684.80(d))

1. 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.

A. This Agreement concerns the particular property commonly known as Merakey-Tenaya, located at 8617 Tenaya Court Stockton, Ca 95213 (the "**Residence**"). The Residence is owned by Brilliant Corners, a California nonprofit corporation (the "**HDO**").

B. Valley Mountain Regional Center (VMRC) has selected the Service Provider to lease the Residence from the HDO and operate the Residence under the terms of this Agreement. The Service Provider represents and warrants that it is qualified to provide the services described herein.

C. This Agreement describes (1) the scope of the services to be provided by the Service Provider to the individuals with developmental disabilities (the "**Consumers**") who will reside in the Residence, (2) the obligations of the Service Provider to VMRC and (3) the compensation to which the Service Provider will be entitled from VMRC in exchange for performing such services and satisfying such obligations.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties agree as follows:

1. Operation of the Residence; the Program Plan. The Service Provider shall operate the Residence in accordance with the Service Provider's approved facility Program Plan (aka the Program Design) attached as Exhibit "A" hereto, and in a manner specifically designed to address the needs of all of the Consumers referred from VMRC. In particular, the Service Provider shall operate the Residence as an Enhanced Behavioral Support Home for four (4) children who require enhanced behavioral supports, staffing and supervision in a homelike setting. The individuals served will be transitioning from out of state settings, out of area residential settings and community settings. The Consumers who will live in this Residence will require enriched staffing. The Residence will provide active treatment to Consumers who have a variety of behavioral needs, one resident may be non-ambulatory and use a wheelchair. Service Provider represents that it has received a Certificate of Program Approval from the State Department of Developmental Services ("**DDS**") for its Program Plan. The approved Program Plan and DDS's Certificate of Program Approval are incorporated herein by this reference.

1.1 Occupancy Requirements. All beds in the Residence shall be for the exclusive use of Consumers referred by VMRC. No other individuals shall be placed within the Residence without the express written consent of VMRC. The Service Provider shall not deny admission into the Residence of any Consumer referred by VMRC; the Service Provider must accept all VMRC referrals. Service Provider agrees to adopt a "no reject, no fail" policy toward clients with a specific commitment to modify support to address client's needs. Subject to the foregoing, the Service Provider will review and screen admission packets of potential Consumers, coordinate with VMRC for the admission of each Consumer to the Residence and develop an individual service plan with and for each Consumer.

1.2 Residence as a Permanent Home: Regulation of Discharges. The Service Provider is aware that the Residence is intended to be the permanent home for each Consumer who resides there. The Service Provider therefore does not have the right to discharge any Consumer from the Residence without VMRC's prior written consent (which may be withheld by VMRC in its sole and absolute discretion, subject to applicable laws and regulations relating to the relocation of Consumers).

2. Term. This Agreement is effective on the date the first Consumer occupies the Residence (the "**Commencement Date**"), which is expected to occur in June, 2021, and will continue in effect until **the 10th anniversary of the Commencement Date**, unless this Agreement is terminated earlier in accordance with the provisions in Section 22 below entitled, "Termination and Other Remedies". As per Title 17 CCR §59057(c), under no circumstances may this Agreement extend beyond its stated termination date. After the Commencement Date occurs, either party, at the request of the other, shall sign the Confirmation of Commencement Date attached hereto as Exhibit "B".

3. Payment. The Service Provider's rate of payment for the services provided herein is as follows:

3.1 Maximum Number of Consumers at Residence. The maximum number of Consumers who may reside at the same time in the Residence is four (4) individuals.

3.2 Established Rate. Each month, VMRC shall remit to the Service Provider, in arrears, payment at the "**Established Rate**". The Established Rate has two components: (i) a fixed facility component, which relates to the Service Provider's rent and other costs relating to the Residence as well as its payroll costs (the "**Facility Rate**"), and (ii) an individualized services and supports component for each Consumer then occupying the Residence (the "**Individualized Services and Supports Rate**"), as described in greater detail below.

3.2.1 Facility Rate. The Facility Rate is thirteen thousand eighty-two dollars and ten cents (\$13,082.10) per Consumer per month, as reflected in the completed Department form DS 6023 (Exhibit "D"). Therefore, the maximum Facility Rate component of the Established Rate payable by VMRC under this Agreement shall be fifty-two thousand three hundred twenty-eight dollars and forty cents (\$52,328.40) per month (the "**Maximum Monthly Facility Rate**"). The Maximum Monthly Facility Rate has been calculated by multiplying the Facility Rate per Consumer by the maximum number of Consumers who are allowed to reside at the Residence at the same time. Any portion of the Facility Rate unfunded by a Consumer placement will be funded in accordance with Section 4 below.

3.2.2 Individualized Services and Supports Rate. In addition to the Facility Rate, VMRC shall remit to the Service Provider the Individualized Services and Supports Rate for each Consumer. Prior to each Consumer's occupancy of the Residence, Service Provider shall complete and submit DDS form DS 6024 to VMRC for review and written approval. The Individualized Services and Supports Rate shall be reviewed by each Consumer's individual behavior supports team within 60 days and at least annually thereafter, and the Service Provider shall submit an updated completed Department form DS 6024 to VMRC within 30 days thereafter.

for review and written approval. VMRC may pay for temporary absences in accordance with Section 4 below. The Individualized Services and Supports Rate is inclusive of all SSI/SSA benefits.

3.3 Rate Adjustments. VMRC reserves the right to update and revise the Established Rate and each of its components from time to time to reflect the Service Provider's costs more accurately for its provision of services at the Residence, based on a comparison of the Service Provider's expenses over time, subject to the other provisions in this Agreement. In addition, VMRC shall perform a rate review examination after the initial 12 months of Service Provider's provision of services to Consumers. The time of the rate review will be 12-month period beginning on the first day of the month following placement of the first Consumer at the Residence. VMRC's rate review examination will include a review of Service Provider's costs/expenses in relation to the approved Established Rate. Services defined in the approved Program Design may be referenced during this process. Service Provider acknowledges that the Established Rate may be lowered based on the results of VMRC's rate review.

3.4 Invoices and Payments. In consideration of the Service Provider's services herein, performed in a manner acceptable to VMRC, VMRC shall reimburse the Service Provider monthly, in arrears, upon submission of an invoice in a manner prescribed by VMRC. The Service Provider's monthly invoices to VMRC must specify the billing period, the total number of beds occupied and vacant each day (whether VMRC is paying an unoccupied bed rate), and, when required, any supporting documentation. The Service Provider shall deliver each invoice and supporting documentation to VMRC on a timely basis. VMRC shall remit all payments under this Agreement to the Service Provider in accordance with VMRC's billing cycle.

3.5 Electronic Billing. Service Provider shall use electronic billing under DDS's Regional Center e-Billing System Web application for all of Service Provider's invoices to VMRC under this Agreement, as set forth in Welfare and Institutions Code Section 4641.5(a)(1) through (2).

3.6 Sole Compensation. The consideration to be paid by VMRC to the Service Provider as provided herein shall be the sole compensation for the Service Provider's expenses incurred in the performance of its obligations hereof, unless otherwise expressly authorized in writing by VMRC.

3.7 Repayment of Funds. Should VMRC or the State of California (the "State"), according to applicable law, determine that any funds paid by VMRC hereunder were not expended by the Service Provider in accordance with the terms of this Agreement, the Service Provider shall repay such funds to VMRC within 30 days of demand.

4. Unoccupied Beds. This Section 4 discusses the rate of payment to which the Service Provider is entitled when one or more of the beds in the Residence are vacant or not occupied by Consumers.

4.1 Initial Transition Period. The time between the date the first Consumer moves into the Residence until the date all of the beds in the Residence are initially occupied by

Consumers is hereinafter referred to as the “**Transition Period**”. Both parties shall use their best efforts to ensure the Transition Period does not exceed 90 days. During the Transition Period, the Service Provider shall maintain the minimum level of staffing as required by EBSH Regulations, and VMRC shall pay to the Service Provider the (i.) the Maximum Monthly Facility Rate and (ii) the Services Component payment of the Established Rate for only those Consumers then occupying the Residence.

4.2 Consumer Absences: 14 or Less Days. If a Consumer becomes temporarily absent from the Residence, the Service Provider shall hold the bed for the benefit of the absent Consumer and maintain applicable staffing levels as required by law and consistent with industry standard. When the Consumer is temporarily absent from the Residence 14 days or less per month, VMRC shall pay the Service Provider the Established Rate for such Consumer for the full month. Further, when the Consumer's temporary absence is more than 14 days but is due to the need for inpatient care in a health facility as defined in Health and Safety Code Section 1250(a), (b), or (c) and the Consumer is expected to return, VMRC shall continue to pay the Established Rates for such Consumer to the Service Provider, as long as no other Consumer occupies the vacant bed created by the Consumer's temporary absence, or until the Individual Behavior Supports Team has determined that the Consumer will not return to the Residence.

4.3 Temporary Consumer Absences: No Reduction in Facility Rate Payment. Once the Residence reaches maximum capacity, VMRC shall pay the Established Facility Rate based on the licensed capacity of the Residence, despite the temporary absence of one or more Consumers from the Residence in excess of 14 days, or subsequent temporary vacancies in excess of 14 days created by Consumers moving from the Residence (WIC §4684.81(k)(1)).

4.4 Temporary Consumer Absences: Impact on Services Component Payment. When a Consumer is temporarily absent from the Residence for more than 14 days (including but not limited to when a Consumer is in need for inpatient care in a health facility [as defined in Health and Safety Code Sections 1250(a), (b), or (c)]), VMRC may, based on Consumer need, continue to remit the Individual Consumer Rate payment for such Consumer to the Service Provider, but only if such payment is approved by VMRC's Director or their designee and may only be approved in 14-day increments. VMRC shall maintain documentation of the need for these services and VMRC's Director's approval (WIC §4684.81(k)(1)).

4.5 Additional Regulatory Requirements. As provided in 17 CCR §59072, and to the extent not inconsistent with Welfare and Institutions Code §4684.81, the parties further agree:

4.5.1 Residence Not Full After First 90 Days of Transition Period; Periodic Meetings. If the Residence has not reached Consumer capacity by 90 days from the commencement of the Transition Period, the parties shall meet to determine if VMRC shall continue to pay the Facility Component due to the unfilled beds, and the parties shall continue to meet each subsequent 30 days until the Residence reaches capacity.

4.5.2 Additional Regulation of Temporary Consumer Absences. When the Consumer's temporary absence is due to the need for inpatient care in a health facility [as defined in Health and Safety Code Sections 1250(a), (b), or (c)], VMRC may, based on Consumer

need, continue to remit the Services Component payment for such Consumer to the Service Provider, but only if, in addition to Section 4.4 above, (i) no other consumer occupies the vacancy created by the Consumer's temporary absence, and (ii) such absence does not exceed 60 days. The Service Provider shall continue to provide direct supervision and special services as needed during a Consumer's temporary absence to continue to receive payment of the Services Component of the Established Rate. If the Consumer's individual health care plan team has determined that the Consumer will not return to the Residence, the parties will no longer consider the absence to be temporary.

4.5.3 Consumer Absences in Excess of 60 Days. On or about the 60th day of any temporary Consumer vacancy, and at the end of each subsequent 30-day period, the parties shall meet to determine if VMRC shall continue to pay the Facility Component for such Consumer due to such 60+ day vacancy.

4.5.4 Prorated Services Component in Other Cases. VMRC shall prorate the Individual Services Component for a partial month of service in all other cases by dividing the Individual Services Component by 30.44, then multiplying the quotient by the number of days the Consumer resided in the Residence.

4.5.5 Consumer Discharge; Proration. In the month a Consumer is discharged from the Residence, VMRC shall prorate the Established Rate for such Consumer by dividing the Established Rate by 30.44, then multiplying the quotient by the number of days the Consumer resided in the Residence. The monthly facility rate is prorated by the licensed capacity of the facility. Portions of the facility rate not funded by a consumer placement are paid up to the facility maximum rate.

5. The Service Provider's General Duties.

5.1 Quality Assurance Evaluation. The Service Provider shall successfully complete a quality assurance evaluation conducted by VMRC a minimum of once every year.

5.2 Consumer's Admission Agreement. The Service Provider shall comply with the terms and conditions specified in each Consumer's Admission Agreement.

5.3 Licensing. The Service Provider shall always (1) maintain, in full force and effect, the license issued by the Department of Social Services (or other applicable State agency) for the Residence, (2) notify VMRC of any change in status of its license, registration or certification and (3) submit copies to VMRC of all renewed licenses, certificates and credentials as they are renewed.

5.4 Vendor Disclosure Statement. Upon the execution of this Agreement, and at all other times upon VMRC's request, Service Provider shall complete, sign, and deliver to VMRC a Vendor Disclosure Statement (DDS Form DS 1891), a copy of which can be obtained from DDS's website. Service Provider shall also submit an updated signed and dated DS 1891 Form to VMRC within 30 days of any change in the information previously submitted pursuant to this section.

5.5 HCBS Provider Agreement. The Service Provider represents and warrants that it has signed the State Department of Health and Human Services' Home and Community Based-Services Provider Agreement and delivered such signed document to VMRC.

5.6 Drug-Free Workplace. The Service Provider shall maintain a drug-free workplace. The Service Provider and its employees shall not unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code section 812, including marijuana, heroin, cocaine, and amphetamines, at any Service Provider facility or the Residence. Violation of this provision shall constitute a material Breach of this Agreement.

1.1 VMRC's Zero Tolerance Policy. Contractor shall ensure that all its respective employees are fully informed upon hire and annually thereafter regarding VMRC's Zero Tolerance Policy, Mandatory Elder Abuse and Dependent Adult Civil Protection Act (California WIC section 15600-15675), and Child Abuse and Neglect Reporting Act (California Penal Code sections 11164-11174.3) The failure to report client abuse or neglect may cause Contractor to be subject to penalties defined in law (Welf. & Inst. Code section 15630(h)). In addition, upon becoming aware of a reportable incident or allegation of abuse or neglect of a client, Contractor shall take immediate action to protect the health and safety of the involved client and all other clients. Contractor shall ensure that its staff has knowledge of the signs of abuse and neglect, the process for reporting suspected abuse or neglect, and the consequences of failing to follow the law or adhere to VMRC's Zero Tolerance Policy. Failure to comply with the policy and the abuse/neglect reporting laws may also be cause for termination of this Agreement.

5.7 Real Property Tax Exemption. If Service Provider is a nonprofit organization, Service Provider shall take all necessary actions within its control to insure the Residence's real property tax exemption is maintained, including but not limited to: (1) filing for an Organizational Clearance Certificate (Form BOE-277) with the State Board of Equalization within 90 days after this Agreement is executed (or providing proof to VMRC that Service Provider has already received its Organizational Clearance Certificate from the SBE); (2) timely renewing such Certificate so that it never lapses during Service Provider's lease of the Residence; and (3) filing with the applicable County Tax Assessor a request for property tax exemption via form BOE-267 (and Form BOE 267-H, if applicable) within 30 days after the Lease term commences, and annually renewing such exemption once it has been obtained. (Forms BOE-267 and 267-H are available at each County Assessor's office. Form BOE-277 is available at the following website: <https://www.boe.ca.gov/proptaxes/pdf/boe277.pdf>).

5.8 Certain Laws Applicable to EBSHs. Since the Service Provider will be operating the Residence as an EBSH, the Service Provider shall always specifically comply with all laws and regulations applicable to EBSHs, including but not limited to (i) Calif. Welfare & Institutions Code §§4684.80 through 4684.87 and (ii) 17 CCR §§59050 through 59072, as they may be amended from time to time. Thus, for example, the Service Provider shall insure the Residence always has an operable automatic fire sprinkler system, as required by 17 CCR §59051(c) and (d). If any inconsistency exists between the terms of an applicable statute and an applicable regulation, the provisions in the applicable statute shall prevail.

5.9 Other General Duties. The Service Provider shall, at all times during the term of this Agreement, (1) certify that all standards are met, as stated in the Program Plan, prior to being listed as an approved provider of service, (2) meet the minimum standards established by DDS for the Service Provider's classification or program, (3) notify VMRC of changes in circumstances of any of VMRC's Consumers and (4) notify the parents and/or guardians of Consumers regarding any significant changes in the care and treatment of such Consumers.

6. The Lease; the Addendum. The Service Provider shall lease the Residence from the NPO under a written lease, in form and content approved by VMRC (the "**Lease**"). The Lease shall include an Addendum in form and content attached hereto as Exhibit "C". Service Provider agrees to execute the Lease and Addendum within five business days after VMRC's request to do so.

6.1 Payments Under the Lease. The Lease will require the Service Provider to pay rent to the HDO in the amount of \$5,252.00 per month (the "**Rent**"). During the term of this Agreement, the Service Provider will receive funding from various sources as consideration for the performance of its obligations to Consumers of the Residence and under the Lease. Such funding shall include eligible Consumers' SSI/SSA room and board benefits, any State supplemental payments, the Maximum Monthly Rate, and funds the Service Provider may receive from other sources. From all of these sources of funds, the Service Provider shall pay the Rent and perform its other obligations under the Lease and under this Agreement. The Service Provider shall pay all obligations under the Lease in the manner and under the procedures set forth in the Lease, all of which terms are incorporated herein by this reference.

6.2 Lease Expenses. VMRC and the Service Provider have taken the Rent and all of the Service Provider's other Lease obligations into account (e.g., insurance premiums, utility costs and the cost to repair damages to the Residence caused by Consumers) in negotiating the Service Provider's rate of payment. Therefore, in consideration for the Service Provider's receipt of the Maximum Monthly Rate, VMRC shall have no obligation to pay any for any of the Service Provider's obligations under the Lease.

6.3 Assignment of the Lease. If this Agreement terminates for any reason, with or without cause, or by Breach (as defined in Paragraph 21.1 below) by either party, then (1) VMRC will identify a new service provider to accept assignment of the Lease from the Service Provider, as set forth in greater detail in the Lease and (2) in such event, the Service Provider shall assign its rights and obligations under the Lease to such new service provider within five days of VMRC's request to do so, on a form provided by VMRC. The provisions herein are intended to survive termination of this Agreement.

7. Insurance.

7.1 Workers' Compensation Insurance. The Service Provider agrees to maintain, in full force and effect, a workers' compensation insurance policy at the maximum statutory rate at all times during the term of this Agreement.

7.2 Liability Insurance. The Service Provider agrees to purchase and maintain commercial and general liability insurance in the amount of not less than \$1,000,000 per claim, on an occurrence basis; \$2,000,000 in the aggregate during the period of this Agreement; provided, however, VMRC reserves the right to increase the liability limit under such insurance policy not more than once during any two-year period during the term of this Agreement, based on advice by its insurance broker or other consulting professional. The commercial general liability insurance shall include endorsements for premises and operations liability and for broad form contractual liability. Insurers who are admitted to do business in the State of California and rated A- and X or higher in the most recent edition of Best Insurance Guide shall issue all insurance policies. All liability insurance policies shall be endorsed to name VMRC as an additional insured during the term of this Agreement. The Service Provider shall provide to VMRC a true and correct copy of the Named Additional Insured Endorsement at the beginning of the term of this Agreement. Each policy of insurance providing coverage required hereunder shall provide that it may not be cancelled or materially modified unless VMRC is provided at least 30 days prior written notice thereof. The Service Provider shall also provide to VMRC a Certificate of Insurance annually, which certifies the existence of the insurance required under this Agreement. To the extent these provisions are not the same as the provisions in the Lease regarding insurance, the Service Provider shall comply with those provisions that most broadly protect VMRC.

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

its employees in connection with the conduct of their activities performed in connection with this Agreement.

8.1 Assumption of Defense. The applicable indemnifying party noted above (“**Indemnitor**”) will assume the defense, at its sole expense, and with legal counsel acceptable to the applicable indemnified parties noted above (each, an “**Indemnitee**”), of any claims or litigation as to which it has an indemnification obligation hereunder; Indemnitee shall cooperate with the Indemnitor and its counsel in the defense of any such claims, provided, however, at Indemnitee’s request, those costs or expenses associated with such cooperation shall be reimbursed by the Indemnitor. If the Indemnitor fails to assume the defense of any claim or litigation as to which it has or is determined to have had the obligation to indemnify, Indemnitee will have the right to assume its own defense, and the Indemnitor will be obligated to reimburse Indemnitee for any and all reasonable expenses (including, but not limited to attorney’s fees) incurred in defense of such claims or litigation, in addition to the Indemnitor’s other indemnity obligations hereunder. The Indemnitor shall control the defense and settlement of any claim; provided, however, if the Indemnitor fails to promptly assume the defense of any claim or litigation as to which it has or is determined to have had the obligation to indemnify, Indemnitee shall have such control.

8.2 Survival of Provisions. The indemnity set forth in this Section 8 shall apply during the term of this Agreement and shall also survive the expiration or termination of this Agreement, until such time as action against all Indemnitees on account of any matter covered by such indemnity is barred by the applicable statute of limitations. To the extent these provisions are not the same as the provisions in the Lease regarding the Indemnitor’s indemnity obligations, the Indemnitor shall comply with those provisions that most broadly protect Indemnitee.

9. Assignments Prohibited. The Service Provider is prohibited from transferring or assigning its rights and obligations under this Agreement to any third party. If the Service Provider is an entity, then any one time or cumulative transfer by the owners of the Service Provider of 50 percent or more of their Interest (defined below) in the Service Provider to any third party shall constitute such a prohibited assignment. For purposes of this paragraph, an individual’s or entity’s “**Interest**” in the Service Provider means such party’s ownership interest or voting interest in the Service Provider, or such individual’s right to receive net income from the Service Provider’s operations.

10. Subcontracting Prohibited. The Service Provider shall not subcontract any of its duties, burdens, or obligations under this Agreement. For purposes of this Agreement, the terms “subcontract” and “subcontracting” also includes entering into partnerships, joint ventures and other arrangements involving the sharing, delegation or oversight of any of the Service Provider’s rights or obligations under this Agreement.

11. Change in Key Management Personnel Requires VMRC’s Consent. The Service Provider shall promptly notify VMRC in writing upon any change in key management personnel. For purposes of this Agreement, the key management personnel of the Service Provider are (1) Chanese Thomas, Program Administrator, (2) Beth Caraccio, Vice President, IDD Services (3) anyone else reasonably identified by VMRC as key management personnel.

12. Nondiscrimination in Services, Benefits and Facilities.

12.1 Neither the Employer nor the Union shall discriminate against any employee or applicant for employment on account of age, genetic information/characteristics, marital status, medical condition (including cancer or record or history of cancer), or AIDS/HIV status, mental or physical disability, national origin and ancestry (including language use restrictions), pregnancy/perceived pregnancy, sex/gender including: gender identity or gender expression (this includes transgender status and those who are transitioning or have transitioned), race and color, religion, sexual orientation and military and veteran status.

12.2 Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 12900 et seq.) the provisions of Article 9.5, Chapter 1 (Government Code, Sections 11135-11139.5). Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing, and the Regional Center of the East Bay upon reasonable notice at any time during normal business hours, but in no case less than 24-hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or regional center shall require to ascertain compliance with this clause.

12.3 Recipient, Contractor, and its subcontractors shall give written notice of their obligations under this clause to labor organizations.

13. Monitoring of the Service Provider. In accordance with the Welfare and Institutions Code, DDS and/or VMRC must monitor services purchased for VMRC's Consumers. Unless otherwise indicated, the Service Provider shall be notified of intended visits and their purpose at least 48 hours in advance of the visit. Unannounced visits shall be limited to situations where the circumstances clearly warrant such action, i.e., where there is reason to believe that the purpose of the visit would be thwarted if advance notice were given. In such event, VMRC and/or DDS may recover from the Service Provider funds paid for services when VMRC or DDS determines that services were not provided in accordance with VMRC's authorization or with applicable State laws or regulations. The Service Provider has the right to appeal actions taken by VMRC or DDS as a result of their monitoring findings, in accordance with applicable law and regulations.

14. Books and Records. During the term of this Agreement and for a minimum of five years thereafter, the Service Provider shall maintain records of services to Consumers to verify the provision of services and to document progress toward each Consumers' goals (or lack thereof), or changes in each Consumer or his or her behavior. (If a service is on an infrequent or irregular basis, records must be specific to the date, time, location, and service provided.)

15. DDS and VMRC Audits. The Service Provider shall make available any books and records, including corporate records, for audit, inspection or reproduction by authorized representatives of DDS, VMRC or any other appropriate State agency; such inspection of records

shall be conducted with the minimum amount of disruption to the Service Provider's program. The Service Provider agrees to utilize and be bound by Title 17, California Code of Regulations, Sections 50600 et seq., should the Service Provider elect to appeal any audit adjustments. The Service Provider also agrees to accept liability for any audit adjustments disclosed by audit and make prompt payment of amounts owed, unless appealed and liquidation is stayed pursuant to Title 17, California Code of Regulations, Section 50605.

16. Service Provider Reviews and Audits: This Section 16 applies when all payments Service Provider cumulatively receives from VMRC and other regional centers during Service Provider's fiscal year (as determined on the Commencement Date of this Agreement) equals or exceeds \$500,000.

16.1 Service Provider shall, at VMRC's request and at the Service Provider's cost, cause an independent Certified Public Accountant to annually (1) provide either an independent review report of the Service Provider's financial statements when the amount received from all regional centers during the Service Provider's fiscal year is more than or equal to \$500,000, but less than \$2,000,000, or provide an independent audit if the amount received from all regional centers during the Service Provider's fiscal year is equal to or more than \$500,000; and (2) provide a copy of either the review results (the "**Review Report**") or the annual audit results (the "**Audit Report**") to VMRC.

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

16.3 Service Provider shall commence the independent audit or review within 60 days after the end of Service Provider's fiscal year. Service Provider shall complete the audit or review within 7 months after the end of the Service Provider's fiscal year.

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

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

17. Cap on Service Provider's Administrative Costs. Service Provider agrees that it will not spend more than 15% of the funds it receives from VMRC under this Agreement on the Service Provider's administrative costs. For purposes of this paragraph, the Service Provider's administrative costs shall include all of the items listed under California Welfare and Institutions

Code §4629.7(a)(1) through (15), as such provisions may be amended from time to time. Conversely, those costs the Service Provider incurs that are immediately associated with the services the Service Provider offers to VMRC's Consumers are considered direct service expenditures and are not administrative costs. To ensure the Service Provider complies with these requirements, the Service Provider shall provide VMRC with access to all books, documents, papers, computerized data, source documents, consumer records, and other records pertaining to the Service Provider's negotiated rates, upon VMRC's request.

18. Independent Contractor Status. No relationship of employer and employee is created by this Agreement. The parties do not intend to create a partnership or similar relationship by this Agreement. The Service Provider and its agents and employees shall, in the performance of this Agreement, act in independent capacities, as independent contractors, and not as officers, employees, agents or representatives of VMRC or the State of California. The Service Provider agrees to perform its services at all times in strict accordance with currently approved methods and practices, and the sole interest of VMRC is to ensure that the Service Provider's services shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the terms of this Agreement.

19. Applicable State Laws and Regulations. The Service Provider shall comply with all California and Federal statutes, laws, and regulations applicable to the Service Provider, and shall render services in accordance with the applicable provisions of California State laws, regulations promulgated thereunder, and the terms of this Agreement. Any provisions of this Agreement which conflict with State and Federal statutes and regulations are hereby amended to conform to the provisions of those statutes and regulations; such amendments shall be effective on the effective date of the statute(s) or regulation(s) necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing as a part of this Agreement or an amendment hereto.

19.1 HIPAA Compliance. Under this Agreement, "HIPAA" means the federal Health Insurance Portability and Accountability Act (Pub. L. No. 104-191), the HIPAA regulations as set forth in 45 C.F.R. Parts 160 and 164 (aka the HIPAA Privacy Rule), and regulations on Standards for Privacy of Individually Identifiable Health Information. All parties shall at all times remain in compliance with the mandatory provisions of HIPAA, including but not limited to the HIPAA Privacy Rule. In performing its duties under this Agreement, Contractor may have access to "protected health information," including but not limited to "individually identifiable health information," and is therefore a "Business Associate" as those terms are defined in HIPAA. As such, concurrently with its execution of this Agreement, Contractor shall execute the "*Business Associate Agreement – Contractor*" attached to this Agreement and incorporated herein as Exhibit E.

20. The Funding Contingency. Notwithstanding anything in this Agreement to the contrary, the validity of this Agreement (including VMRC's obligation to remit payments to the Service Provider) is conditioned on VMRC's receipt of adequate funds from DDS to pay for the services described in this Agreement (the "**Funding Contingency**"). The Funding Contingency is a part of this Agreement because VMRC's annual funding agreement with DDS provides that such

funding agreement is subject to the appropriation of funds by the Legislature, and that if such funds are not appropriated for any fiscal year into which such funding agreement extends, the funding agreement is of no force and effect. VMRC shall therefore have the right and option to terminate this Agreement without liability, and such termination shall be deemed a failure of the Funding Contingency, if (1) DDS for any reason fails to deliver funds to VMRC for any period covered by this Agreement or (2) VMRC receives funds from DDS for a period covered by this Agreement but VMRC determines that such funds are inadequate to pay for all of the vendor services and other expenses which VMRC expects to incur in such fiscal year, and therefore elects to fund other services rather than the services identified in this Agreement or (3) VMRC receives funds from DDS for a period covered by this Agreement and initially allocates a portion of such funds for the services in this Agreement, but thereafter elects to reallocate some or all of such DDS funds to fund services other than the services in this Agreement. When insufficient funds exist for VMRC to pay for all potential services, VMRC shall have the right (under clauses (2) and (3) above) in its sole and arbitrary discretion to fund services other than the services identified in this Agreement, based on which services VMRC believes are in its best interests. If there is a failure of the Funding Contingency, then (1) VMRC shall have no liability to pay any funds whatsoever to the Service Provider (other than funds for services previously validly performed by the Service Provider and for which VMRC has received DDS funding) or to furnish any other consideration under this Agreement and (2) neither party shall be obligated to further perform any provisions of this Agreement (other than those obligations intended to survive termination of this Agreement).

In addition to the above, if there are insufficient funds available from DDS to pay for all of the vendor services and other expenses that VMRC expects to incur in any fiscal year, as determined by VMRC in its sole and arbitrary discretion, VMRC shall have the option at any time, on 30 days' notice to the Service Provider, to reduce or change the scope of services being provided under this Agreement. In such event, the parties will in good faith negotiate to attempt to agree on the Service Provider's new amount of compensation under the modified Agreement. If the parties are unable to agree on the Service Provider's new compensation for its modified services within such 30 day period, VMRC shall then either (1) terminate this Agreement, because of the failure of a Funding Contingency or (2) rescind its modification of the Service Provider's services, in which event this Agreement shall continue in full force and effect without such modification in services or compensation.

21. Default and Breach.

21.1 Notice of Default; Breach. If a party (the "**Complainant**") asserts that the other party to this Agreement has violated any of the provisions of this Agreement, the Complainant shall so inform the other party (the "**Party in Default**") in writing and shall state the nature of such default in detail (the "**Notice of Default**"). If the default is curable, the Complainant shall give the Party in Default 30 days from receipt of the Notice of Default to cure such default. The failure of the Party in Default to timely cure the default shall constitute a breach of this Agreement by the Party in Default (the "**Breach**"); provided, however, if the default is curable but is not reasonably susceptible of cure within such 30-day period, the Party in Default shall not be considered in Breach as long as the Party in Default commences the cure within such 30-day period and thereafter diligently prosecutes such cure to completion.

21.2 Service Provider's Default Based on Severe Misconduct. If the misconduct of the Service Provider or its agents, employees or representatives results in imminent danger to the health or safety of any Consumer, VMRC may inform the Service Provider in the Notice of Default that such default is non-curable. In such event, the Service Provider (1) will not have any cure rights and (2) shall be considered automatically in Breach of this Agreement on the second business day after VMRC delivers the Notice of Default. Circumstances which constitute imminent danger to the health or safety of a Consumer include, but are not limited to: physical, emotional, or mental abuse, sexual misconduct, Consumer abandonment or neglect, theft of a Consumer's money or property, violation of a Consumer's rights under the law, placement of a Consumer in physical danger, or any other circumstance that brings potential physical or emotional harm to a Consumer.

22. Termination and Other Remedies.

22.1 VMRC's Remedies After Notice of Default. If the Service Provider fails to perform under this Agreement, then VMRC may, upon its delivery of a Notice of Default, withhold all or part of the unremitted funds due under this Agreement (and under any other agreement between VMRC and the Service Provider) until satisfactory corrective measures are taken by the Service Provider.

22.2 VMRC's Remedies Upon Breach. Upon the Service Provider's Breach of this Agreement, VMRC may (1) transfer all or part of the tasks to be performed under this Agreement to another provider, either temporarily or permanently, and/or (2) perform the task itself and at the expense of the Service Provider and/or (3) terminate this Agreement for cause and without further notice.

22.3 Service Provider's Remedies. If VMRC defaults and then fails to timely cure its default under this Agreement, then the Service Provider may, upon a Breach by VMRC, terminate this Agreement and obtain recovery of its actual damages as its sole and exclusive remedy. The Service Provider hereby waives all right to seek or obtain consequential damages, indirect damages, lost profits and punitive damages from VMRC.

22.4 Special Termination Provision for an EBSH. In addition to all of VMRC's other rights and remedies, VMRC may terminate this Agreement on 30 days' notice, in accordance with Welfare and Institutions Code §4684.85(a) and 17 CCR §59058, when VMRC determines that the Service Provider is unable to maintain substantial compliance with state laws, regulations or this Agreement, or the Service Provider demonstrates an inability to ensure the health and safety of the Consumers residing in the Residence. If VMRC terminates this Agreement pursuant to Welfare and Institutions Code §4684.85(a), the Service Provider may appeal such decision in accordance with the procedures in Welfare and Institutions Code §4684.85(b).

22.5 Special Termination Provision Resulting from Loss of Certification or Licensure. DDS's rescission of the Service Provider's program certification pursuant to Welfare and Institutions Code §4684.85(c), or the State Department of Social Services' revocation of the Service Provider's residential care facility license for the Residence pursuant to Health and Safety Code Section 1550, shall constitute a Breach of this Agreement by the Service Provider.

22.6 Termination Without Cause. Notwithstanding anything in this Agreement to the contrary, party to this Agreement may terminate this Agreement at any time without cause upon 180 calendar days prior written notice to the other party. Notwithstanding the foregoing, if a failure of the Funding Contingency (described in Section 20 above) occurs, VMRC may, at its option, terminate this Agreement without cause on 60 days written notice to the Service Provider.

22.7 Consequences of Termination. Upon the termination of this Agreement for any reason, with or without cause, the Service Provider shall execute all documents and perform all acts reasonably requested by VMRC to ensure a smooth transition of all of the Service Provider's rights and responsibilities at the Residence to a new service provider (including but not limited to compliance with all provisions in the Lease).

22.8 Specific Performance. The parties acknowledge that a Breach of this Agreement by the Service Provider will result in significant damages to VMRC, which is impossible or extremely difficult to determine, and that monetary damages would be an inadequate remedy for such Breach. Further, the Service Provider's failure to sign the Lease or assign its interest in the Lease (if so instructed by VMRC) or otherwise cooperate to insure a smooth transition of all of the Service Provider's rights and responsibilities at the Residence to a new service provider, could jeopardize the health and safety of VMRC's Consumers. As such, the parties agree that VMRC has the right to specifically enforce the Service Provider's obligations under this Agreement. Thus, VMRC may obtain a temporary restraining order, preliminary injunctive relief and permanent injunctive relief to require the Service Provider to perform its obligations to VMRC, including but not limited to its obligation to assign its interest in the Lease to a new service provider, if applicable.

23. Cooperation with VMRC. This Agreement and the Lease reflect a new housing model for Consumers in California, and it is therefore not possible to precisely identify all matters that should be addressed by this Agreement. The Service Provider acknowledges that VMRC and/or DDS are continuing to develop policies, procedures, and regulations in connection with the Service Provider's intended operation of the Residence. Therefore, the Service Provider agrees to fully cooperate with VMRC and DDS in connection with such ongoing development of this new concept, including revising its own procedures to meet any new policies, procedures and regulations that may be implemented by VMRC relating to the Residence and its operation. Further, the Service Provider agrees to enter into amendments to this Agreement at the request of VMRC from time to time, to further reflect and refine the Service Provider's rights and obligations relating to the Consumers under its care, as long as such amendments do not materially increase the Service Provider's obligations under this Agreement. The Service Provider shall also take all actions and execute all documents necessary or appropriate to perform its obligations under this Agreement.

24. Change in Scope of Services. During the term of this Agreement, VMRC may request changes in the scope of the Service Provider's services. Such changes shall not be valid unless accepted by the Service Provider and memorialized in a writing executed by all parties. The Service Provider's entitlement to any additional compensation for additional services is conditioned on the execution of such written agreement.

25. Address for Notices. Any notices required or permitted under this Agreement shall be in writing and shall be sufficiently given if either delivered in person or mailed by a nationally recognized overnight mail carrier or, certified or registered mail, postage prepaid, to the parties at such address as each of them, by notice to the other, may designate from time-to-time. Any written document will be deemed delivered either (1) on the day of the delivery in person, (2) the next business day if delivered by overnight carrier or (3) two business days after the mailing of such document by certified or registered mail.

25.1 Mail. All notices which are mailed shall be sent either by United States first class mail (registered or certified, return receipt requested), or by Federal Express or other express delivery service providing proof of receipt, addressed as follows:

To: Valley Mountain Regional
Center
Attn: Brian L. Bennett
P.O. Box 692290
Stockton, CA 95269-2290
bbennett@vmrc.net

To the Service Provider:
Terrence Mc Nelis, EVP of IDD
Merakey USA, INC. Merakey Allos
Enhanced Behavior Supports Homes
Erdenhiem PA 19038
TMcNelis@merakey.org

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

26. Website Link to DDS Consumer Complaint Process. This Paragraph shall only apply if Service Provider has a website. In accordance with Welf. and Inst. Code Section 4704.6, Service Provider shall conspicuously post on its Internet Website a hyperlink to the DDS Internet Website page at <https://www.dds.ca.gov/general/appeals-complaints-comments/> and DDS's contact information at <https://www.dds.ca.gov/general/contact-us/>.

27. Attorneys' Fees. If any action or proceeding is commenced to enforce any provision or right under this Agreement, the unsuccessful party to such action or proceeding shall pay the prevailing party all costs, expenses, and reasonable attorneys' fees incurred by such party. Further, if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included as part of such judgment.

28. Authority to Sign. All individuals executing this Agreement acknowledge and warrant that they possess the authority to enter into this Agreement on behalf of their respective entities.

29. Amendments. No supplement, modification, understanding, verbal agreement, or amendment of this Agreement shall be binding unless executed in writing by VMRC and the Service Provider. The parties that, in accordance with 17 CCR §59057(d), the execution of any

amendment or modification to this Agreement shall be in accordance with all applicable laws and shall be by mutual agreement by both parties.

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

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

32. Time of the Essence. Time is the essence with respect to all of each party's obligations under this Agreement.

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

34. Interpretation. The section headings in no way define, limit, extend or interpret the scope of this Agreement or any particular paragraph, and the masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others whenever the context so indicates. The provisions hereof shall not be construed against the drafter, but rather as if both parties drafted this Agreement. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

35. Start-Up Agreement; Entire Agreement; Inconsistencies. VMRC and the Service Provider are parties to a Start-Up Development Agreement dated June 30, 2020 (the "**Start-Up Agreement**"), by which VMRC provided certain start-up funding to the Service Provider relating to the development of services for Consumers of the Residence. The Start-Up Agreement is a separate contract, which remains in effect in accordance with its terms. The Start-Up Agreement, this Agreement and the exhibits hereto constitute the entire agreement and understanding between the parties pertaining to the subject matter contained herein, and supersede all prior agreements, representations, and understandings of the parties, either oral or written. However, if any inconsistencies exist between the Start Up Agreement and this Agreement, the provisions of this Agreement shall prevail.

36. Cross Default Provisions. This Agreement relates to the Service Provider's operation of this particular Residence, and no other residence. The parties may enter into other service agreements, including but not limited to start-up contracts and service provider agreements, to allow the Service Provider to operate this and other residences (collectively, the "**Other Agreements**"). A breach by the Service Provider under any of the Start Up Agreement or any of the Other Agreements shall be deemed a Breach by the Service Provider under this Agreement. A

Contractor: Merakey

Vendor No: HV0589

Page: 19 of 26

Breach by the Service Provider under this Agreement shall be deemed a breach by the Service Provider under the Start Up Agreement and all of the Other Agreements.

-No Further Text on This Page-

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

Executed in San Leandro, California, as of the date first set forth above.

VMRC:

Valley Mountain Regional Center,
a California nonprofit corporation

By: _____
Brian L. Bennett,
Director, Community Services

SERVICE PROVIDER

Merakey Allos

By: _____
Terrence Mc Nelis,
Exec. VP of IDD

EXHIBITS:

- A – Program Plan
- B – Confirmation of Commencement
- Date C – Lease Agreement
- D - Facility Rate DS 6023
- E – Business Associate Agreement

Contractor: Merakey

Vendor No: HV0589

Page: 1 of 26

EXHIBIT "A" TO SERVICE PROVIDER AGREEMENT

PROGRAM PLAN

-Attached-

[Attach Program Plan Here]

EXHIBIT "B" TO SERVICE PROVIDER AGREEMENT

CONFIRMATION OF COMMENCEMENT DATE

The undersigned are parties to a Service Provider Agreement for an EBSH dated May 01, 2021 for property located at 205 Hillside Road, Antioch, CA 94509.

The undersigned agree that the "Commencement Date" of the Service Provider Agreement was March 01, 2021.

Executed at San Leandro, California on May 01, 2021.

"VMRC"

Valley Mountain Regional Center
P.O. Box 692290
Stockton CA 95269-2290
bbennett@vmrc.net

"Service Provider"

Merakey Allos
906 Bethlehem Pike
Erdenhiem Pa 19038
TMcNelis@merakey.org

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT "C" TO SERVICE PROVIDER AGREEMENT

THE LEASE ADDENDUM

-Attached-

EXHIBIT "D" TO SERVICE PROVIDER AGREEMENT

DS6023 Facility Rate Sheet

-Attached-

RATE DEVELOPMENT - FACILITY COSTS

DS 6023 (Rev 10/2016)

A. FACILITY TYPE
☒ Enhanced Behavioral Supports Home
 ☐ Community Crisis Home
 ☐ Other _____
B. CONTACT INFORMATION

Vendor Name: Merakey Vendor # _____

Address: 8617 Tenaya Court

City: Stockton State: CA Zip: 95212

C. CATEGORIES AND DESCRIPTIONS OF COSTS

	Total Monthly Cost	Notes
1. Payroll Costs		
a. Administrator Salary	6,084.00	1 FTE - \$35.10/hr
b. Administrator Payroll Taxes	557.24	8.61% of Administrator Sal
c. DSP Lead Salary (168 Hours/Week)	18,720.00	4 - FTEs - \$26/hr
d. DSP Lead Payroll Taxes	1,714.60	8.61% - Lead DSP sal
e. Workers Compensation	1,221.15	4.92% of Lead and Adminis
f. Benefit Allowance: Medical, Dental, etc.	6,883.11	0.55% 403(b). 27.2% H&W
g. Other Costs: Describe in notes	0.00	
Total Administrator Payroll Costs	\$ 35,180.10	
2. Facility Related		
a. Rental, Lease, or Mortgage, include Homeowner's Assoc. Dues	5,252.00	Lease
b. Property Taxes	0.00	
c. Combined Utilities: Gas, Electric, Water, Garbage	897.75	See attached schedule
d. Janitorial Service, Gardening	308.73	See attached schedule
e. Transportation: Vehicle, Maintenance, Fuel (not DP/School)	1,120.85	See attached schedule
f. Telephone: Long Distance, Cell Phones, Pagers	225.00	See attached schedule
g. Office Supplies	251.78	See attached schedule
h. Insurance: Business Liability, Auto	1,697.32	See attached schedule
i. Fees for Licenses and Memberships	33.83	See attached schedule
j. Other Costs: Repairs/Maintenance/Modifications	440.00	See attached schedule
k. Other Costs: Cable and Internet	267.58	See attached schedule
l. Other Costs: Describe in notes	6,653.46	See attached schedule
Total Facility Related Costs	\$ 17,148.30	
TOTAL FACILITY COSTS	\$ 52,328.40	

D. SIGNATURES

Vendor Signature: *Terrence McNelis* Date: 04/08/2021

Print Name: Terrence McNelis, Executive Vice President, IDD Services

Regional Center Representative Signature: *Brian L. Bennett* Date:

Print Name: Brian L. Bennett, Director of Community Services; Tony Anderson, Executive

DEPARTMENT OF DEVELOPMENTAL SERVICES

1600 NINTH STREET, Room 330, MS 3-9
SACRAMENTO, CA 95814
TTY: 711
(916) 654-2140



May 25, 2021

Tony Anderson, Executive Director
Valley Mountain Regional Center
702 North Aurora Street
Stockton, CA 95202

Dear Mr. Anderson:

Pursuant to Welfare & Institutions (W&I) Code section 4684.81(f), and based upon the documentation provided to the Department of Developmental Services (DDS) from Valley Mountain Regional Center (VMRC), which included:

- Merakey - Tenaya Enhanced Behavioral Supports Home (EBSH) - Group Home 4-bed Program Plan, received from VMRC on February 26, 2021;
- Total monthly facility rate of \$52,328.40 for Merakey Tenaya, beginning with the initial consumer placement;
- VMRC letter dated March 11, 2021, recommending DDS certification;
- Administrator of record: Chanese Thomas, with the provision the administrator is full-time and only oversees Merakey - Tenaya; and,
- Qualified Behavior Modification Professional (QBMP) of record: Dr. Cheri Worcester.

Your recommendation for program certification of the below-named facility is hereby approved:

Merakey Tenaya
8617 Tenaya Court,
Stockton, CA 95212

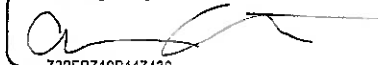
It is important that you remind the licensee of its responsibilities of adhering to the requirements of Title 22 Regulations, Division 6, Chapter 5 Sections 84000-84369 and Sections 89900-89990, as required by the Department of Social Services (DSS).

"Building Partnerships, Supporting Choices"

Tony Anderson, Executive Director
May 25, 2021
Page two

A copy of this letter must be kept in the facility at all times. Any proposed change in facility operations altering the contents of the approved program plan, monthly facility rate, administrator, or QBMP, must be reported to DDS and VMRC, and approved by both agencies prior to implementation.

Sincerely,

DocuSigned by:

739FB719B147430

CHRISTINE GEPHART, RN, MSN
Deputy Director
Office of Statewide Clinical Services

cc: Beth Caraccio, Merakey
Cindy Mix, VMRC
Brian Bennett, VMRC
Melinda Gonser, VMRC
Dara Campos, DSS
Margo Castaneda, DSS
Catherine Knight, DDS
Linda Brice, DDS
Alison Giannini, DDS
Barbara Smith, DDS
Tamara Kidwell, DDS

Date	Donor	Amount
05/13/21	Frontstream	28.22
05/13/21	Frontstream	480.00
05/13/21	Frontstream	25.00
05/20/21	United Way/Bud Mullanix	29.75
05/27/21	Blackbeard Giving Fund/P&GE	60.00
		<u>622.97</u>
Total Fund Balance 5/27		\$ 22,452.61



Minutes Executive Committee Meeting

05/05/2021 | 06:30 PM - 07:30 PM - (GMT-08:00) Pacific Time (US & Canada)

Via Zoom Video Conference

Committee Members in Attendance: Dena Pfeifer, Margaret Heinz, Mohamed Rashid, Linda Collins, Lynda Mendoza

Committee Members not in Attendance: None

Staff in Attendance: Doug Bonnet, Tony Anderson, Christine Couch

Public Present: Irene Hernandez, Interpreter, Lori Scott, Facilitator for Dena Pfeifer, Tammy Ryerson of Medic Alert, Josefina Jervis of Medic Alert

Meeting Called to Order at 6:30 PM by Margaret Heinz.

A. Review and Approval of Meeting Agenda

Mohamed Rashid made a motion to approve the Meeting Agenda. Dena Pfeifer seconded the motion. The Meeting Agenda was approved unanimously.

B. Review and Approval of Executive Committee Meeting Minutes of 04/07/21

Mohamed Rashid made a motion to approve the Executive Committee Meeting Minutes of 04/07/21. Dena Pfeifer seconded the motion. The Executive Committee Meeting Minutes of 04/07/21 were approved unanimously.

C. Public Comment

None.

D. Items for Approval

None.

E. Items for Discussion

1. Executive Director's Report – Tony Anderson

Today we finished our 2nd of 6 2nd Shot Clinics and tomorrow is the last day for Modesto.

Next week we are doing Friday, Saturday, and Sunday.

OIG - the audit has been address for VMRC and DDS was very complimentary about our performance.

So far we have had 589 1st Shots in Modesto and 874 Stockton 1st shots.

Intake is finally seeing a large increase. Flyers of medical offices and other partners and the online referral process are all factors that are helping.

Vendors News

2 CPP projects for children

We have not heard yet about the grant awards for HCBS projects

New Interview policy was presented but still needs modification so the new policy is not going forward to the board yet.

2. Notable Consumer Incidents/Complaints – Tony Anderson

Ratios are now at 1:82 but last month we added the Equivalent of a caseload.

Assessment appeal just heard - decision pending but the parent had such misleading guidance that the parent is definitely not going to prevail.

Parent has been reporting we don't have emergency services but we reported back to DDS that we do and provide a report showing the parent actually received over \$350,000 worth of services on an emergency basis during covid.

3. Vendor Information – Tony Anderson

Daime - 96 members now paid

New officers; president Melanie Gonzales

Vice Marisol

Secretary Chris Martin

Treasurer: Tamara Hernandez

Candace Bright - Board Rep

Did some quick statistics:

Total amount Possible: \$15,000,000

Total amount given to RCs: \$13,712,939

Average number of concepts submitted vs number of concepts approved:

All RCs: 58%

VMRC: 42%

Average amount submitted vs approved:

All RCs: 21%

VMRC: 8%

Transportation Broker - VMRC is now getting mitigation plans from the transportation providers like the day programs.

2 CPP projects for children

We have not heard yet about the grant awards for HCBS projects

4. Self-Determination Updates – Tony Anderson

We had a meet and greet and updates and overview event for SDP and interested individuals.

546 enrolled statewide and we have 39 of those at VMRC

We have one conflict - a disagreement over buying an inground swimming pool.

5. Other Matters – Tony Anderson

Any other matters of significance for board leadership.

6. Personnel and Union Update – Tony Anderson and Bud Mullanix

Return to the building policy and procedures

Union

- We had a good meeting with them. They have asked that an employee survey be done in regards to returning back to work
- An email be sent from the union and management leadership in regards to the Governors comments about CA opening up on June 15th

Recruiting

- Headcount is not up to 375 people with 3 others joining at the end of the month
- We have a handful of recent backfills only
- Director of Consumer Services-Adult interview scheduled for May 12th, 7 internal candidates

F. President's Report – Margaret Heinz

Thank you to all of the volunteers for the Vaccination Clinics. Everything has went very smooth and operated well. Thank you, Doug, Tony, Christine and everyone else.

We had a resignation of a board member recently.

Next ARCA web academy is this Saturday. It's the 2nd part of the diversity training. They are replaying it on Wednesday.

There is a Senate Budget Hearing tomorrow.

Extension of waivers came out today and are extended through June.

Lisa Utsey will be representing VMRC on the ARCA Consumer Advisory Committee.

Statewide there are 921 Service Coordinators needed, so we need to find a way fund for this.

It is important that we understand why we are celebrating Cinco De Mayo.

G. Next Meeting - Wednesday, 06/02/21, 6:30 PM via Zoom Video Conference

Meeting adjourned at 7:30 PM.



Minutes for Executive Committee Meeting

06/02/2021 | 06:30 PM - 07:30 PM - (GMT-08:00) Pacific Time (US & Canada)

Via Zoom Video Conference

Committee Members in Attendance: Dena Pfeifer, Mohammed Rashid (Vice-President), Lynda Mendoza (Secretary), Margaret Heinz (President), Linda Collins (Treasurer)

Committee Members Not in Attendance: None.

Staff in Attendance: Christine Couch, Doug Bonnet, Bud Mullanix, Tony Anderson

Public in Attendance: Irene Hernandez (Interpreter)

Margaret Heinz, President, called the meeting to order at 6:30 PM.

A. Review and Approval of Meeting Agenda

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

B. Review and Approval of Executive Committee Meeting Minutes of 05/05/21

Margaret Heinz asked for a motion to approve the Executive Committee Meeting Minutes of 05/05/21. Dena Pfeifer made a motion to approve the Executive Committee Meeting Minutes of 05/05/21. Mohamed Rashid seconded the motion. The Executive Committee Meeting Minutes of 05/05/21 were approved unanimously.

C. Public Comment

None.

D. Items for Approval

Tony Anderson, Executive Director, presented the proposed Strategic Plan for Fiscal Year 2021/22 – 2023/24 and answered any questions that committee members had.

Margaret Heinz asked for a motion to accept the proposed Strategic Plan for Fiscal Year 2021/22 – 2023/24. Dena Pfeifer made a motion to accept the Strategic Plan. Linda Collins seconded the motion. The proposed Strategic Plan for Fiscal Year 2021/22 – 2023/24 was approved unanimously.

Tony Anderson presented the proposed schedule for the Board of Directors Meetings for the next fiscal year. Margaret Heinz asked for a motion to accept the proposed schedule. Dena Pfeifer made a motion to accept the Proposed Board of Directors Meeting Schedule. Lynda Mendoza seconded the motion. The Board of Directors Meeting Schedule was approved unanimously. It should be noted that there was a typo on the proposed schedule. The days of the meeting should be the 4th Wednesday of every month, not the fourth Tuesday. This has been corrected on the attached schedule.

E. Items for Discussion – Tony Anderson and Bud Mullanix

1. Executive Director's Report

Disparities

Our disparities public meeting was interrupted by a zoom bomb and we had to reschedule the meeting immediately. Gabriela Lopez presented.

Budget

- \$4M for implementation of a Performance Incentive Program.
- \$61.8M needed to hire all 921 service coordinators, starting next month!
- Emergency preparedness
- Deaf service coordination

2. Notable Consumer Incidents/Complaints

- We have been consistently reporting 2-4 consumer testing positive for COVID-19 and most importantly no hospitalizations is over a month.
- Over 70% of our seniors have been vaccinated and we are now ranked number 6 overall in the state (we were initially ranked number 2).
- Provisional Eligibility
- Enhanced

3. Vendor Issues

- the Legislature has also agreed to begin implementing the rate study. provide \$217M GF starting July 1, 2022, to implement the rate study's proposals.
- This would grow to \$494M starting July 2022, and peak at a continuous \$847M from 2023 on.
- It would also give a 2.5% rate increase to service codes not covered by the rate study.
- There are a number of other proposals the Legislature will approve, including restoring social recreation/camp, a Direct Support Professional training and wage increase program, and other items.

4. Self-Determination Updates

- We currently have 40 participants
- Governor's proposal for self-determination next year includes:
- Three-year funding for participant choice specialists at each regional centers and
- ongoing funding to contract with entities that will help provide orientation, training, and plain language informational materials.
- ongoing funding for intensive transition support in enrolling in the program.
- Effective date of July 1, 2021, SDP is available to all individuals who chooses to enroll, and DDS expects about 5,000 individuals may be served under the SDP Waiver (if more apply DDS will amend the waiver).

Modify previous subcommittee action to also approve \$1 million General Fund and adopt placeholder TBL to form an Office of the Ombudsperson for the program.

5. Other Matters

None.

6. Personnel/Union and Other Staff Issues

- We are meeting with the union now regarding return to the building issues and face to face meetings.
- Our contract reopens this year and our management will begin our sessions to come to agreement and SEIU is meeting to gather their priorities.
- Modify previous subcommittee action to also approve \$1 million General Fund and adopt placeholder TBL to form an Office of the Ombudsperson for the program.
- Bud shared that San Andreas Regional Center called him and stated that their Union leadership thought that we were paying our staff \$3/\$4 more per hour than them and giving bonuses. Bud let SARC know that that is not the case. All of the Regional Centers are all having hiring struggles right now.

F. President's Report - Margaret Heinz

The Vaccination Clinics ongoing are going great. I will be helping on June 15th if anyone else wants to come and volunteer.

The Budget was amazing, and we are keeping our fingers crossed that it stays and passes favorably for us.

Thank you to everyone who put in work for the Strategic Plan.

I'm still hoping that we start having weeks of no reports of consumers having COVID-19.

Welcome Christine and congratulations on your new position.

G. Next Meeting - Wednesday, 07/14/21, 6:30 PM via Zoom Video Conference

It should be noted that Executive Committee Meetings for the new fiscal year will now also move to the second Wednesday of the month at 630 PM as opposed to the first Wednesday as they have been.

Meeting adjourned at 7:30 PM.

Proposed

VMRC Board of Directors Meeting Schedule for 2021-2022 Fiscal Year
Board Meetings the 4th Wednesday of Every Other Month (Dates and Locations
Subject to Change)

Date	Location
Wednesday, July 28, 2021 5:00 PM – 6:00 PM	Annual Board of Directors Meeting via Zoom
	Committee Chairs are appointed by the President
Wednesday, August 25, 2021 6:00 PM – 8:00 PM	Board of Directors Meeting via Zoom
September 2021	(No Meeting)
Wednesday, October 27, 2021 6:00 PM – 8:00 PM	Board of Directors Meeting via Zoom
November 2021	(No Meeting)
Wednesday, December 22, 2021 6:00 PM – 8:00 PM	Board of Directors Meeting via Zoom
January 2022	(No Meeting)
Wednesday, February 23, 2022 6:00 PM – 8:00 PM	Board of Directors Meeting via Zoom
March 2022	(No Meeting)
Wednesday, April 27, 2022 6:00 PM – 8:00 PM	Board of Directors Meeting via Zoom
May 2022	(No Meeting)
Wednesday, June 22, 2022 6:00 PM – 8:00 PM	Board of Directors Meeting via Zoom

Remote meetings are currently allowed as part of a waiver of rules provided by the California Department of Developmental Services. If the waiver expires and permission for remote meetings is not granted, the meeting will be held at 702 N. Aurora Street, Howard Cohen Board Room, Stockton, San Joaquin County, CA 95202. For board members unable to travel to the board meeting location, a zoom link or conference line will be available. The public will also have access to the published zoom link and/or conference line phone number and pass code which will be included after the address as part of the agenda heading.



Minutes for Meeting Book - Consumer Services Committee

05/03/2021 | 04:00 PM - (GMT-08:00) Pacific Time (US & Canada)

VIA Zoom - Dial in Number: 669-900-6833

Attendees

- **COMMITTEE MEMBERS:** Dena Pfeifer; Lori Smith, Dena's Facilitator; Mohamed Rashid; Daime Hoornaert
- **VMRC STAFF:** Cindy Strawderman; Christine Couch; Gabriela Lopez; Enos Edmerson; Cindy Mix; Robert Fernandez; Douglas Bonnet; Brian Bennett; Tony Anderson; Tara Sisemore Hester; Claire Lazaro; Liz Herrera Knapp
- **GUESTS:** Lisa Culley, FRN; Chanel Murray, SCDD

Dena Pfifer, CHAIRPERSON, CALLED THE MEETING TO ORDER AT 4:00 p.m.

1.0 PUBLIC COMMENT - 3 MINUTES

Chanel Murray- Community Program Specialist - SCDD North Valley Hills shared the following:

- SCDD North Valley Hills did publicly acknowledge and thank Cindy Mix for her years of services and the VMRC Board meeting. But since this is her last meeting- we wanted to share the certificate. Cindy- we also wish you the very best in your retirement! You deserve it! Dena Hernandez is in San Diego this week and before she left, she dropped off the framed certificate of appreciate to Doug at the VMRC Stockton office.

2.0 REVIEW OF MINUTES

Minutes of 3/1/21 – M/S/C (Rashid/Hoornaert) approved the minutes as written.

Minutes of 4/5/21 – No quorum of members to approve. Will hold over until June 7, 2021.

3.0 SAC6 UPDATE:

Crystal Enyeart was not in attendance, but had shared the following prior to the meeting:

- On April 2nd Sac6 had their Friday Zoom Chat. This Zoom Chat topic was on "Starting a New Self Advocacy Group" by Sac 6 Council members.
- On April 7th Sac6 Consultant Lisa Utsey attended the VMRC Finance Committee meeting via zoom.
- On April 8th Sac6 Consultant Dena Pfeifer and Sac Vice Chair Jessica Quesada attended the Statewide Self Advocacy Planning Team meeting via zoom. This year's Statewide Self Advocacy Conference will be via zoom on May 7, 2021.

- On April 9th Sac6 had their Friday Zoom Chat and this topic was about R&D Transportation. The R & D Transportation Team- Letty, Marie, & Myram gave us lots of information on what we can see in the future when we start riding the bus again.
- April 13th Sac6 consultant Dena Pfeifer and Sac 6 Vice Chairperson Jessica Quesada gave a presentation about sac 6 at the Transition Fair in San Joaquin County. She had help from Gabby VMRC Culture Specialist translating to Spanish for her. Sac6 has also made some material in Spanish.
- On April 14th Sac6 Chairperson Catrina Castro gave a presentation at the VMRC Emergency Preparedness Training to Vendors on how Sac6 can be a resource for them.
- April 15th Sac6 consultant Dena Pfeifer and Sac 6 Vice Chairperson Jessica Quesada gave a presentation about Sac 6 at the Transition Fair in san Joaquin County, in English.
- April 16th had their Friday Zoom Chat. This Zoom Chat topic was a training on "Prepare for End-of-Life Care" presented by Sac 6 members, Lisa Utsey, Crystal Enyeart and Dena Pfeifer.
- April 17th Sac6 Goals Committee meet via zoom and reviewed their goals for 2021.
- On April 22nd Sac6 leadership meet with VMRC Executive Director and VMRC Liaison for their monthly meeting.
- Also, on April 22nd Sac6 Consultant Dena Pfeifer and Sac6 Vice Chairperson Jessica Quesada attended another Statewide Self Advocacy Planning Team Committee meeting.
- On April 23rd Sac6 Chairperson Catrina Castro attended a DDS (Department of Developmental Services) CAC (Consumer Advisory Committee) meeting.
- April 27th Sac6 Consultant Lisa Utsey and Sac6 Board member Michael Owens presented at the Stanislaus County transition Fair in Spanish. A big thank you to Gabby- VMRC Cultural Specialist for translating for Sac6.
- April 28th Sac6 Consultant Lisa Utsey and Sac6 Board member Michael Owens presented at the Stanislaus County transition Fair in English.
- Friday Zoom Chat on April 30th was presented by Sac6 member Robert Balderama and other Sac6 members on "Dealing with Conflict."
- Make sure you check the Sac6 website for the Chatter Letter Sac 6 put out in April.

Upcoming events:

- On May 7th Sac6 will be hosting a virtual dance party to celebrate all those students graduating this year!! For more information you can check our website at www.vmrc.net then click 'Consumers' then click 'Self Advocacy'.
- CHOICES Conference May 14, 2021, in Honor of Wilma Murray
- Supported Life Conference May 7, 2021

Sac6 would like to thank Tony Anderson for his weekly VMRC updates and partnering with Albertsons to make it easier for people to get their vaccine shots! "Thank you" Also, a huge Thank you to Clair Lazaro for keeping us informed on all things COVID.

4.0 CLASP UPDATE

Daime Hoornaert shared the following:

- Current Membership: 96 paid members
- New Officers voted in for July 2021-June 2022:
 - Chair: Melanie Gonzales (Community Catalyst)
 - Vice Chair-Marisol Moreno (Howard Prep)
 - Treasurer Tamara Hernandez (Valley CAPS)
 - Secretary: Chris Martin (UCPA Stanislaus)
 - Membership: Karen Gregorius (ARC of Amador)
 - VMRC Board Rep: Candice Bright (Bright Futures Residential)

- Howard Prep's Jesus Munoz shared they have Hand Sanitizing wipes for any vendors that may be in need. Claire confirmed that the wipes had the acceptable ingredients for sanitizing hands.
- CLASP continues to have ongoing discussion regarding: The Latest CCL PINS (Visitation, Outings and Communal dining), High Risk Health Conditions, team meetings with people who receive services before returning to Day Program and Mitigation Plan approvals and waiting for DDS Directives on Day Program's Opening.

5.0 CONSUMER SERVICES PRESENTATIONS

Enos Edmerson, Employment Specialist, provided a presentation on the "Local Partnership Agreement."

6.0 CLINICAL UPDATE

Claire Lazaro, Clinical Manager, shared the following:

- End-of-Life Planning Training by SAC6, SCDD, FRN and VMRC on March 24th, 2021, at 1 pm. Recording posted on VMRC InsideXchange for reference of VMRC staff.
- Clinical Director presented "COVID-19 in One" Year at SAC 6 Zoom Chats.
- Clinical Director facilitated a CAPTAIN (California Autism Professional Training and Information Network) Focus group on Tagalog to address disparities.
- Organized the COVID-19 Drive-thru Vaccine Clinics with partnership with Safeway (Albertson's Company. Collaboration with our community partners: DRAIL, B.E.S.T., UCP, SCDD, FRN, SAC6, DRC, and CLASP, who sent volunteers, as well as our own VMRC staff who willingly volunteered to help make this event possible.
 - Dates:
 - April 13-15, 2021, 10 am to 5 pm at the Modesto office. Total of 589 vaccines administered. Second dose will be on May 4-6, 2021, at the Modesto Office, same time.
 - April 23-25, 2021, 9 am to 4 pm at the Stockton office. Reserved 390 slots per day. Second dose will be May 14-16, 2021, at the Stockton office, same time.

Tara Sisemore-Hester, Assistant Clinical Director, shared the following reports:

Office	# ES cases processed ALL	# ES cases processed	# made eligible	% eligible
Stockton	143	105	93	89%
Modesto	146	117	103	88%
San Andreas	20	17	16	94%
Total	309	239	212	89%

Office	# 3+ cases processed ALL	# 3+ cases processed	# made eligible	% eligible
Stockton	48	41	30	73%
Modesto	22	22	16	73%
San Andreas	10	6	4	67%
Total	80	69	50	72%

- Tara also shared that since most people want to do everything online, an online referral process for Early Start consumers, in the next few months there will also be an online

referral process for Lanterman consumers in the near future. We are hoping the increase continues.

7.0 RESOURCE DEVELOPMENT

Brian Bennett, Resource Development Director, shared the following:

- We have two of our CPP projects for children's care homes. The deadline for application is today. We have received 2 applications so far and expecting one more by 5 p.m. today.

ACTION ITEM: Brian Bennett also presented the "Draft Policy of the Quality Assurance Interview Protocol for Adults Receiving Services" which needed approval to be forwarded on to the board. The Draft Policy was approved with updates, by the committee members in attendance, and can be taken to the next board meeting for approval.

Robert Fernandez, Division Manager – Resource Development shared the following.

- HCBS – Anna Sims did her informational training to Residential providers last week. She had a session on 4/27 and another on 4/29 for Day Program and Employment providers.
- Providers have been waiting patiently to hear about grant funding requests. DDS had initially stated they would notify Regional Centers by April 30th. As of today, we still not have received the notification on which projects were selected by DDS. As soon as we do, we will notify all of the providers.

8.0 QUALITY ASSURANCE

Brian Bennett, Resource Development Director, shared the following alert report:

ALERTS 2/16/21 – 3/15/21		
<u>OPEN</u>	<u>CLOSED</u>	<u>PENDING</u>
25	154	22

9.0 TRANSPORTATION

Robert Fernandez, Division Manager-Resource Development shared the following:

- There are no new updates. We continue to work with R&D Transportation in transitioning. We continue to request mitigation plans so when Day Programs start opening up, and we have those plans. From not only the Day Program, but the transportation provider as well. Making sure everyone is on the same page before everything opens back up.

10.0 CASE MANAGEMENT

Cindy Mix, Director – Consumer Services, Shared the following:

10.1 Case Management Reports

- Caseload Ratios:
 - Total Lanterman Consumers—13,712 minus 182 (Deflection) =13,530

- Overall Agency Caseload Ratio—13,530 consumers divided by 165 Service Coordinators = **1:82**
- *Self-Determination staff (3) not calculated—13,530 minus 39 = 13,491 consumers divided by 162 full-time equivalent SCs = **1:83***
- Transfer Status report:
 - There has been a total of 120 consumer files received and 107 consumer files sent out for the period of January 1, 2021, through April 21, 2021.
- POS Exception Report for March:
 - There were a total of 194 Purchases of Service Exceptions with Respite being the largest number at 81, followed by Patch at 25.
- SIR Report:
 - For the last month, the top SIR's were:

<u>Special Incident Types</u>	<u>Count</u>	<u>Percent</u>
MEDICATION ERROR-VND CARE	11	16.4%
DEATH	8	11.9%
HOSPITAL/RESP ILLNESS-VND CARE	6	9.0%
FRACTURES-VND CARE	6	9.0%
MISSING PERSON-LAW NOTIF-VND CARE	4	6.0%
LACERATIONS-SUTURES/STAPLES-VND CR	3	4.5%
HOSPITAL/NUTRITION DEFIC-VND CARE	3	4.5%
HOSPITAL/INVOL PSYCH ADM-VND CARE	3	4.5%
HOSPITAL/OTHER	2	3.0%
LAW ENFORCEMENT INVOLVEMENT	2	3.0%
EMERGENCY ROOM VISIT	2	3.0%
COVID 19 VIRUS	2	3.0%

10.2 Case Management Updates:

Cindy Mix, Director of Consumer Services shared the following:

- Interviews for the Director of Consumers Services- Adults is scheduled for May 12. 7 internal & 4 external. Tara will begin her new duties as children's director on May 10th.
- Transition fairs are happening. San Joaquin and Stanislaus have been held. San Andreas will be held May 6th. Positive response is noted.
- The first Meet & Greet for Self Determination held on April 26 from 5-8pm. 60 participants attended. Had some great stories from consumers & families about the process.
- DDS directive came out recently regarding face-to-face contact for those requiring quarterly contact in facilities such as board & care, FHA, ICF, as well as those living independently with SLS/ILS. It is effective 5/21/21. To lessen the issues, we are suggesting some outdoor meetings, distancing, wearing of masks, preparing paperwork ahead of time to lessen the duration of contact and some outdoor meetings,. If the consumers do not want face to face, we need to document and continue to try to meet with some type of modified version, if possible. But document it was their decision.
- No consumers can be evicted or kept from any activity for no vaccination.
- The return to Day Programs involves planning team meetings for those programs who have CCL approval of their mitigation plans. If consumers are considered high risk, advice will be provided and if the consumer still wants to attend, they will sign a waiver that they have been informed of concerns.
- Cindy Jimenez, who has a small team carrying Adolescent age cases, will be going full-time. We are currently reviewing the numbers, but the team will most likely carry ages 12-16. Since

she will have a full team, we will be hiring a few additional Service Coordinators. This will help our ratios on current children's teams.

- Disability Rights of California has been meeting with DDS re: services for deaf consumers. We will be identifying those consumers with diagnoses of hearing deficits in the near future.
- Re: HCBS – DDS will be catching up on the onsite reviews; sub-contractors will be sending out notifications.
- Self-determination – we have 546 actively enrolled statewide. VMRC has 39 of those. DDS informs that \$1.5 M - \$2.M will be approved for the self-determination advisory committees statewide. The local advisory group will need to identify spending plan.
- The Office of Inspector General (OIG) claims are being worked on by our Special Projects department. DDS is sending some SIRs back to us for further investigation to see what led up to the injuries or incidents. Many of the claims were for emergency room visits. Possibly neglect, etc. should be reviewed.
- Case Management staff continues to contact consumers to determine if vaccines are needed and/or received. They are ensuring documentation of the outcomes in case files.

Cindy Also shared the list of projects that the Legislation Briefing of projects that have been completed so far for Lanterman Consumers—Ages 3 and Up:

- 158 full-time Service Coordinators (SCs) assigned to 13,634 consumers resulting in average caseload ratios of 1:85.
- Growth rate of consumer influx was equivalent to 1-2 caseloads per year.
- In addition to routinely scheduled Individual Program Plan (IPP) meetings, during COVID-19 we had to set up our staff to work remotely with equipment needs, training, and development of policies and procedures surrounding remote work.
- Thirteen (13) additional campaigns initiated to reach out to all consumers and families/providers or to review caseloads to better determine needs during the year:
 - SCs reviewed all assigned cases to identify those with diagnosis considered to be vulnerable. Lists were compiled and shared with pertinent programs to ensure health and safety.
 - SCs contacted all consumers in March and April 2020 to determine needs due to COVID which resulted in approximately 21,000 phone contacts (up to 3 phone attempts and if direct contact could not be made—1,450 letters sent.
 - May 2020—Everbridge notification sent out via phone, text and email to all consumers and families asking if their needs were being met and if additional service was needed. English and Spanish message. The system identified 750+ inquiries that were followed up by SCs.
 - June 2020—a second English and Spanish Everbridge notification resulting in 15,000 + contacts and 500+ follow ups.
 - July 2020 contacted consumers to ascertain electronic needs—989 determined to need equipment and/or internet.
 - August and September 2020—completed another mass phone and email campaign to all consumers and families, followed up by letters if no direct contact made.
 - October 2020—Everbridge notification occurred—430 follow ups noted.
 - December 2020—a fourth Everbridge notification resulting in 365 follow ups.
 - February 2021—Made contact with all consumers to determine status and provide vaccination information—16,000+ contacts.
 - March 2021—mailed out 6,211 letters to all consumers aged 16 and over to advise of vaccination availability.
 - March and April 2021—review of caseloads occurred to ensure documentation for each consumer re: their vaccination status, type of vaccine received and date

- received. Generated lists of those not receiving the vaccine and continued to contact them in an effort to inform and assist in registration.
- April 2021—Everbridge notification re: vaccine clinic at VMRC sites. Call backs and office contact requiring follow up involved 891 consumers.
- Twice-weekly calls were made to all residential facilities in an effort to receive COVID status of consumers in the home and provide needed support.
- Summary of contacts and reviews:
 - Direct Contacts:
 - Routine—13,634
 - Additional contacts due to COVID—68,113
 - Contact via letter due to COVID—7,661.
 - Case reviews due to COVID—27,268
 - Everbridge Notification due to COVID—78,000 calls and texts/19,238 emails
 - Everbridge follow up inquiries—2,936.
 - Residential Care Home Calls due to COVID—20,800
 - Total contacts due to COVID = 224,016
- Through routine as well as the above additional contacts made, more services were provided due to COVID-19. Of those services put into place based on needs, the majority were due to remote learning and the closure of day programs which took the form of the following in most instances:
 - In Home—Respite, Personal Assistance, Day Care, Homemaker
 - Residential—Program Support
- Work increases or additions to service due to the change in circumstances surrounding COVID-19:
 - Trainings were adapted to Zoom or other electronic means.
 - Additional time spent on mandatory contacts and follow up.
 - Directives from DDS received often resulting in changes in expectations and/or initiating various processes, i.e., POS.
 - For each service added, a required planning team meeting was held and an IPP Addendum was completed for the change.
 - A POS Exception Summary was completed for each consumer when service hours exceeded normal protocol.
 - Vendorization Request Referrals were completed for most services identified.
 - PPE needs lists were developed by SCs and provided follow up.
 - All contacts required Title 19 documentation of status.
 - Donations obtained from local food pantries were delivered to needy consumers based on identification by SCs.
 - A Diaper Drive was offered based on donations.
- Increased communication with staff, consumers, vendors, and the community through various modes of social media, zoom meetings with all including state agencies, and newsletter information.

11.0 FAIR HEARINGS

Christine Couch, Compliance Manager, shared that since the information that was provided in the packet:

- We have 2 open Lanterman eligibility cases for children.
- We have 2 open Services Requests. One for ABA services and one for a Van conversion. We were able to settle the ABA co-pays in an informal meeting. Last week, we had a state level hearing on the 2nd opinion evaluation. We are just waiting on the ALJ to give her opinion and we should hear on that next week.

- The pending 4731 complaint is still pending. It should be wrapped up this week. Thank you to Brians team to quickly working on the investigations and outcome.

12.0 NEXT MEETING - June 7, 2021

DIAL-IN NUMBER: 1-669-900-6833 - Meeting ID: 912 6700 7341 – Passcode: 108771

THE MEETING WAS ADJOURNED AT 4:52 p.m.

Recorder: Cindy Strawderman

DRAFT



Minutes for Consumer Services Committee

06/07/2021 | 04:00 PM - 05:00 PM - (GMT-08:00) Pacific Time (US & Canada)

VIA Zoom - Dial in Number: 669-900-6833

Committee Members Present: Dena Pfeifer (Chair)

Committee Members Not Present: Margaret Heinz, Mohamed Rashid, Linda Collins, Daime Hoornaert (CLASP), Crystal Enyeart (SAC6)

Meeting called to order at 4:00 PM by Dena Pfeifer.

A quorum has not been established. No action items will be voted on.

Staff Present: Tara Sisemore-Hester (Director of Consumer Services – Children), Christine Couch (Director of Consumer Services – Adults), Tony Anderson (Executive Director), Doug Bonnet (Special Assistant to the Executive Director), Brian Bennett (Director of Community Services), Robert Fernandez (Division Manager – Resource Development), Katina Richison (Division Manager – Quality Assurance), Claire Lazaro (Clinical Director), Liz Herrera Knapp (BCBA), Melissa Claypool (Coordinator of Autism Services)

Public Present: Irene Hernandez (Interpreter), Rachelle Munoz (Facilitator for Dena Pfeifer), Lisa Culley (Family Resource Network), Dena Hernandez (State Council on Developmental Disabilities), Michael Owens (SAC6)

A. Public Comment

Dena Pfeifer – this is my last time doing Consumer Services. I am going to miss it and I hope I can still come to the Zoom meetings. I'm a little bit happy and a little bit sad.

Dena Hernandez – SCDD I appreciate everything that Dena has done as the Chair of Consumer Services. We really appreciate you doing this for all of the years.

B. Review and Approval of Consumer Services Committee Meeting Minutes of 05/03/21

No quorum has been established so this action item will not take place.

C. SAC6 Update

Self-Advocacy Council 6 June 2021
Report to the VMRC Consumer Services Committee

On April 24th Sac 6 Consultant Lisa U. volunteered along with FRN and SCDD to hand out diapers to those in need. Later that day she also volunteered at the VMRC Stockton Vaccine drive thru.

On May 5th Lisa U. attended the VMRC Finance Committee via zoom.

On May 6th I gave a presentation at the Amador Transition Fair about Sac 6.

May 7th Sac 6 Zoom Chat was a Dance Party to congratulating all the 2021 graduating students via zoom.

Sac 6 Consultant Lisa U. volunteered at the Modesto Vaccine drive thru on May 5,6 and 7th.

On May 12th Sac6 Chairperson Catrina C. gave a presentation at the VMRC Emergency Preparedness Training to vendors on how Sac 6 can be a resource for them.

On May 14th Sac 6 members attended the CHOICES Conference.

On May 16th and 17th Sac 6 Consultant Lisa U. volunteered at the Stockton VMRC Vaccine drive thru.

On May 17th Sac 6 members joined the Consumer Services Candidate presentation.

On May 19th Sac 6 had their Finance Committee Meeting.

May 21st Zoom Chat was about Inclusion of All.

May 28th Zoom Chat was presented by Gabriela Lopez—VMRC Cultural specialist to talk about HOW VMRC spends its money on services and WHO the money is spent on. VMRC wants to know what YOU think!!!!

Sincerely,

Crystal Enyeart (Reported by Doug Bonnet)

SAC6 representative to the VMRC Board and Consumer Services.

D. Coalition of Local Area Service Providers (CLASP) Update

Consumer Services Committee Meeting

June 07, 2021

CLASP Report by Daime Hoornaert (reported by Doug Bonnet)

- 1) Current Membership: 96 paid members.
Membership renewals will begin June 30 @ \$25 per membership. Karen Gregorius let the members know that CLASP has not increase the membership rate and what a deal members get for the \$25.
- 2) Tony Anderson presented information on the State Budget.
- 3) Howard Prep's Jesus Munoz reminded the group they still have Hand Sanitizing wipes for any vendors that may be in need.
- 4) Brian Bennett and the Provider Conference committee are in the planning stages of a Service Provider Open House for new Services Coordinators. Each Provider will have the opportunity to present on their service. New Service Coordinators will be able to learn about the different Day Programs and Residential Providers in the VMRC catchment area.
- 5) CLASP continues to have ongoing discussion regarding: The Latest CCL PINS and DDS Directives.
- 6) VMRC staff report on: HCBS News, Employment information, Resource Development Projects, and Clinical updates.

Next CLASP meeting via Zoom is June 28, 2021 @ 10:00.

E. Presentation

No presentation this month.

F. Clinical Update – Claire Lazaro

May was filled with lots of Vaccination Clinics in Modesto and Stockton.

I attended an ARCA Clinical Directors Meeting. Most was focused on infection control, COVID prevention, vaccines and return to office.

In house at VMRC we are discussing the return to office plan. We also had a vaccination Q and A. We are giving consultation to day programs and care home vendors.

G. Resource Development Update – Brian Bennett and Robert Fernandez

Robert and I are working on an Open House by the residential providers for all of our staff. We will be meeting with CLASP to help us out.

We did identify the provider for our 2 Children's projects.... they are, for Stanislaus County, Carlos and Stella Hernandez, and they are teaming up with Umer Kareshi. It will be a 4 bedroom. In San Joaquin County Kavere Services will operate the home. We are excited to be in partnership with both providers. We hope they will be running by January 2022 at the latest. Both project grants are \$150,000.

The RFP for our aquatics program is posted and we are meeting with some interested applicants.

We are still working on our HCBS grant project contacts.

We have 24 scheduled sight visits scheduled already, and we have 62 that will be receiving a sight visit.

H. Quality Assurance Update – Brian Bennett

The QA team is doing in person annual reviews, and they are going well.

Continuing to work with the QA team on going back to working in person from remotely. We are addressing alerts and trying to close them out in a timely manner.

I. Transportation Update – Robert Fernandez

We are continuing to work hand in hand with R&D. There are a lot of moving parts.

Gearing up for the reopening of Day Programs. Mitigation Plans are being reviewed with the providers that are submitted.

J. Case Management Update – Tara Sisemore-Hester and Christine Couch

Tara presented the intake numbers attached to the agenda.

Early start referrals in May dropped in San Andreas and Modesto. Typically May, June and July the referrals slow down each year. Stockton Early Start referrals dropped too, but not dramatically.

Slow Lanterman referral numbers in May in all 3 offices.

We are going to get our Outreach committee going again.

Caseload ratios are about the same as they were last month, roughly in the 90s.

I'm excited to be in my new position.

Christine presented the Special Incident Report numbers attached on the agenda.

Hospitalization from April 16 – May 15 were our highest number of Special Incident Reports.

Christine presented the Transfer Status Report attached to the agenda. In April we received 41 new cases, and we lost 37 people. This last month we received 12 incoming and 8 moved away. This increases our caseloads.

Christine presented the Purchase of Service (POS) exceptions from the month of March. The highest service was PATCH, this is excluding Respite.

K. Fair Hearings Update – Christine Couch

We have 2 open Lanterman eligibility cases, both children. Since last month we were able to resolve one adult eligibility case following the Informal meeting and prior to the State level hearing.

We have three service request cases open. Two are in the self-determination program – one for a swimming pool and the other for retro funding of ABA co-pays. The third request is for ABA services. Since last month we were able to resolve 2 service request cases for respite reimbursement following the Informal meeting and prior to the State level hearing.

There are currently no pending complaints. We were able to resolve one complaint that came in after the last Consumer Services meeting.

L. Next Meeting - Monday, September 13, 2021, 4:00 PM, Location TBD

Meeting adjourned at 5:40 PM.



Minutes for Bylaws Committee Meeting

06/01/2021 | 04:00 PM - (GMT-08:00) Pacific Time (US & Canada)

Via Zoom Video

Committee Members in Attendance: Cameron Rood, Lynda Mendoza

Staff in Attendance: Tony Anderson, Christine Couch, Matthew Bahr, Doug Bonnet

Meeting called to order at 4:06 pm.

A. Review of Meeting Agenda

The committee reviewed the agenda.

B. Review of Minutes of April 8, 2020

The committee reviewed the minutes of April 8, 2020.

C. Review and Discussion of Current Bylaws

- The committee revisited the amendments to the Bylaws of 2020. The committee feels that the 3 amendments should stay in place.
- The committee is recommending amending **7.02** to say:

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

- The committee is recommending adding section **7.18** to say:

Combination Physical/Virtual Board Meeting. The chair, to meet the needs of the public good in times of crisis, state of emergency, severe weather, or any other unforeseen cause determined necessary, may call for a combination physical/virtual board meeting. A combination physical/virtual board meeting shall be managed in person at a location and virtually by telephone conference call or internet-based meeting applications or website.

- The committee is recommending amending section 7.12 to say:

Public Input. Time shall be allowed for public input at each Board Meeting. General procedures, including time limits, shall be determined by the Board and enforced by the Chairperson unless waived by a majority of members in attendance. These general procedures will be published on the Board Meeting Agenda. Board members may ask questions of speakers for the purpose of clarification only.

The amendments will be brought before the board as an action item to be approved at the June 21st, 2021 Board Meeting.



Minutes for Nominating Committee Meeting

06/03/2021 | 01:00 PM - 02:00 PM - (GMT-08:00) Pacific Time (US & Canada)

Via Zoom Video

Committee Members Present: Linda Collins, Lynda Mendoza, Margaret Heinz, Dena Pfeifer, Dena Hernandez, Daime Hoornaert, Andrea Rueda

Committee Members Not Present: Suzanne Devitt, Catrina Castro

Staff Present: Tony Anderson, Doug Bonnet

A. Review of Minutes from Nominating Committee Meeting of 06/01/20

Minutes from last June's Nominating Committee Meeting were reviewed.

B. Current Open Positions

There are 2 current openings for Board members. 1 is for a self-advocate and the other is for a parent of a consumer.

C. Members Terming Out

Andrea Rueda and Dena Pfeifer are terming out effective 06/30/21, which will open 2 more positions.

D. Slate of Officers for 2021/2022 Fiscal Year

Mohamed Rashid would like to step down as Vice-President for the upcoming fiscal year.

Alicia Schott is interested in being the Treasurer.

Linda Collins is interested in being Vice President.

Slate of Officers to present to the Board:

President – Margaret Heinz

Vice-President – Lynda Mendoza

Treasurer – Alicia Schott

Secretary – Linda Collins

E. Next Meeting/Interviews/Applications

The Board is now accepting applications for the 2 current board openings and the 2 openings that will open up effective 07/01/21.

Valley Mountain Regional Center
Contract Status
AS OF: March 31, 2021

	POS including				POS CPP		CPP Total	FG/SC Total
	OPS	Federal C	General Total	OPS CPP				
Current Fiscal Year 2020								
Contract Year B-1	33,789,885	253,549,473	287,339,358	249,675	197,474	447,149	484,702	
Spent to Date	19,939,872	134,108,939	154,048,811	87,306	-	87,306	331,302	
Unspent	13,850,013	119,440,534	133,290,547	162,369	197,474	359,843	153,400	
Last Fiscal Year 2019								
Contract Year A-6	34,180,853	233,400,535	267,581,388	597,168	1,700,050	2,297,218	458,422	
Spent to Date	33,093,046	230,200,624	263,293,670	597,168	833,790	1,430,958	398,099	
Unspent	1,087,807	3,199,911	4,287,718	-	866,260	866,260	60,323	
Second Prior Fiscal Year								
2018 Contract Year E-4	30,458,851	195,698,837	226,157,688	529,488	1,352,647	1,882,135	451,782	
Spent to Date	30,458,851	193,992,261	224,451,112	529,488	1,277,912	1,807,400	445,366	
Unspent	0	1,706,576	1,706,576	0	74,735	74,735	6,416	

Valley Mountain Regional Center

Contract Status

AS OF: April 30, 2021

	POS including					FG/SC	
	OPS	Federal C	General Total	OPS CPP	POS CPP	CPP Total	Total
Current Fiscal Year 2020							
Contract Year B-1	33,789,885	253,549,473	287,339,358	249,675	197,474	447,149	484,702
Spent to Date	28,301,487	198,908,544	227,210,031	87,306	-	87,306	379,569
Unspent	5,488,398	54,640,929	60,129,327	162,369	197,474	359,843	105,133
Last Fiscal Year 2019							
Contract Year A-6	34,180,853	233,400,535	267,581,388	597,168	1,700,050	2,297,218	458,422
Spent to Date	33,093,046	230,200,624	263,293,670	597,168	833,790	1,430,958	398,099
Unspent	1,087,807	3,199,911	4,287,718	-	866,260	866,260	60,323
Second Prior Fiscal Year							
2018 Contract Year E-4	30,458,851	195,698,837	226,157,688	529,488	1,352,647	1,882,135	451,782
Spent to Date	30,458,851	193,992,261	224,451,112	529,488	1,277,912	1,807,400	445,366
Unspent	0	1,706,576	1,706,576	0	74,735	74,735	6,416

POS EXPENDITURES

March 31, 2021

	Year to Date	Prior Year to Date	Changes to Budget	Budget	% of Total Budget
Community Care Facility	68,727,083	52,610,180		90,000,000	76.4%
ICF/SNF FACILITY	80,849	85,774		500,000	16.2%
Day Care	1,039,995	910,155		1,500,000	69.3%
Day Training	27,770,936	28,010,171		40,000,000	69.4%
Supported Employment	1,299,784	1,321,961		2,200,000	59.1%
Work Activity Program	369,181	402,125		700,000	52.7%
Non-Medical Services-Professional	700,454	406,020		600,000	116.7%
Non-Medical Services-Programs	16,726,346	19,156,874		22,000,000	76.0%
Home Care Services-Programs	718,679	913,566		1,500,000	47.9%
Transportation	843,513	2,066,430		3,500,000	24.1%
Transportation Contracts	5,007,001	12,326,953		20,367,025	24.6%
Prevention Services	10,435,566	11,068,435		15,000,000	69.6%
Other Authorized Services	17,850,159	16,243,369		25,000,000	71.4%
P&I Expense	31,223	30,280		65,000	48.0%
Hospital Care	342,500	343,750		550,000	62.3%
Medical Equipment	243,116	202,091		480,000	50.6%
Medical Care Professional Services	3,268,767	3,046,438		4,637,448	70.5%
Medical Care-Program Services	24,706	28,171		70,000	35.3%
Respite-in-Home	22,351,225	11,321,940		24,000,000	93.1%
Respite Out-of-Home	369,111	351,153		800,000	46.1%
Camps		30,504		80,000	0.0%
	178,200,194	160,876,338	-	253,549,473	70.3%
CPP				197,474	0.0%
Total Purchase of Service	178,200,194	160,876,338	-	253,746,947	70.2%

ICF SPA RECEIVABLES \$ 3,136,177

OPERATIONS EXPENDITURES

March 31, 2021

	Year to Date	Prior Year to Date	Changes to Budget	Budget	% of Total Budget
Salaries and Wages	17,239,235	14,617,406		22,000,000	78.4%
Temporary Help	242	24,910		20,000	1.2%
Fringe Benefits	4,078,912	3,908,225		6,000,000	68.0%
Contracted Employees	59,884	78,010		75,000	79.8%
Salaries and Benefits Total	21,378,273	18,628,551	-	28,095,000	76.1%

	Year to Date	Prior Year to Date	Changes to Budget	Budget	% of Total Budget
Facilities Rent	1,568,347	1,427,875		2,380,461	65.9%
Facilities Maintenance	426,440	489,705		577,000	73.9%
Information Technology	1,330,730	1,378,939		1,250,000	106.5%
General Office Expense	162,520	180,267		261,250	62.2%
Operating Expenses	215,742	235,836		340,000	63.5%
Equipment	37,827	102,994		138,791	27.3%
Professional Expenses	376,861	312,402		1,000,000	37.7%
Office Expenses	41,078	43,536		131,760	31.2%
Travel and Training Expenses	125,394	377,802		350,000	35.8%
Foster Grandparent/Senior Companion Expenses	331,302	317,947		484,702	68.4%
CPP Expense	87,305	397,057		249,675	35.0%
Total Operating Expenses	26,081,820	23,892,911	-	35,258,639	74.0%

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

POS EXPENDITURES

April 30, 2021

	Year to Date	Prior Year to Date	Changes to Budget	Budget	% of Total Budget
Community Care Facility	76,540,297	59,560,542		90,000,000	85.0%
ICF/SNF FACILITY	88,289	93,634		500,000	17.7%
Day Care	1,159,949	1,032,373		1,500,000	77.3%
Day Training	30,856,528	31,348,014		40,000,000	77.1%
Supported Employment	1,450,651	1,464,351		2,200,000	65.9%
Work Activity Program	414,382	439,223		700,000	59.2%
Non-Medical Services-Professional	783,130	450,150		600,000	130.5%
Non-Medical Services-Programs	18,462,018	21,901,504		22,000,000	83.9%
Home Care Services-Programs	806,079	985,350		1,500,000	53.7%
Transportation	968,204	2,272,389		3,500,000	27.7%
Transportation Contracts	5,444,962	13,806,074		20,367,025	26.7%
Prevention Services	11,678,622	12,547,847		15,000,000	77.9%
Other Authorized Services	20,115,706	18,297,512		25,000,000	80.5%
P&I Expense	34,895	33,369		65,000	53.7%
Hospital Care	380,000	381,250		550,000	69.1%
Medical Equipment	263,514	205,226		480,000	54.9%
Medical Care Professional Services	3,649,682	3,409,108		4,637,448	78.7%
Medical Care-Program Services	38,089	32,062		70,000	54.4%
Respite-in-Home	25,359,131	13,193,765		24,000,000	105.7%
Respite Out-of-Home	414,416	383,407		800,000	51.8%
Camps		30,504		80,000	0.0%
	198,908,544	181,867,655	-	253,549,473	78.4%
CPP				197,474	0.0%
Total Purchase of Service	198,908,544	181,867,655	-	253,746,947	78.4%

ICF SPA RECEIVABLES \$ 3,136,177

OPERATIONS EXPENDITURES

April 30, 2021

	Year to Date	Prior Year to Date	Changes to Budget	Budget	% of Total Budget
Salaries and Wages	18,991,704	16,971,223		22,000,000	86.3%
Temporary Help	242	34,174		20,000	1.2%
Fringe Benefits	4,564,630	4,350,166		6,000,000	76.1%
Contracted Employees	64,586	93,243		75,000	86.1%
Salaries and Benefits Total	23,621,162	21,448,806	-	28,095,000	84.1%

	Year to Date	Prior Year to Date	Changes to Budget	Budget	% of Total Budget
Facilities Rent	1,726,349	1,579,325		2,380,461	72.5%
Facilities Maintenance	467,010	532,132		577,000	80.9%
Information Technology	1,439,873	1,551,000		1,250,000	115.2%
General Office Expense	182,454	224,695		261,250	69.8%
Operating Expenses	245,862	260,972		340,000	72.3%
Equipment	42,895	106,654		138,791	30.9%
Professional Expenses	401,190	345,537		1,000,000	40.1%
Office Expenses	45,227	95,275		131,760	34.3%
Travel and Training Expenses	129,465	402,038		350,000	37.0%
Foster Grandparent/Senior Companion Expenses	379,569	361,584		484,702	78.3%
CPP Expense	87,306	406,429		249,675	35.0%
Total Operating Expenses	28,768,362	27,314,447	-	35,258,639	81.6%

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

Contract Summary and Board Resolution

Valley Mountain Regional Center's Board of Directors reviewed the contracts below on June 2021 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 June 2021 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 Beyond Words Speech, PV0844 116	\$ 2,181,214
2 Central Valley Training Center, SV0023 017	\$ 1,500,000
3 Central Valley Training Center, SV0009 515	\$ 3,120,000
4 Central Valley Training Center, S29378 515	\$ 3,100,000
5 Central Valley Training Center, HV0503 515	\$ 2,343,833
6 Chance 4 Change, SV0019 896	\$ 996,000
7 Choice Creekview Home, HV0256 113	\$ 488,580
8 L.I.F.E., PV1662 048	\$ 1,380,000
9 Person Centered Services, SV0010 896	\$ 1,560,000
10 Person Centered Services, S29395 515	\$ 4,680,000
11 Person Centered Services, HV0421 055	\$ 721,127
12 Person Centered Services, HV0396 515	\$ 611,104
13 Turlock Area SLS Inc., SV0021 896	\$ 375,000
14 All-4-U, SV0011 896	\$ 1,066,462
15 Behavior Matters, LLC, PV1597 048	\$ 681,922
16 McCray Psychological Services, Inc., PV1893 785	\$ 600,000
17 Options Forward, SV0018 896	\$ 1,800,000
18 People's Care Willora, HV0447 113	\$ 886,916
19 Valley CAPS, PV0118 110	\$ 289,112
20 Valley CAPS, HV0299 515	\$ 1,976,798
21 Valley CAPS, HV0094 505	\$ 613,116
22 Valley CAPS, H07649 515	\$ 2,614,146
23 Watch Resources, S29382 510	\$ 1,631,727
24 Watch Resources, S29381 896	\$ 660,000
25 Watch Resources, H15557 880	\$ 377,232

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

Date	Donor	Amount
03/25/21	PayPal Donation	96.80
	PayPal Donation	970.70
	PayPal Donation	96.80
	AT&T Employee	45.00
	Disaster workshop fees to be donated to Popplewell (from Deposit Account)	2,373.03
		<u>3,582.33</u>
Total Fund Balance 4/27/21		\$ 21,897.13

Date	Donor	Amount
05/13/21	Frontstream	28.22
05/13/21	Frontstream	480.00
05/13/21	Frontstream	25.00
05/20/21	United Way/Bud Mullanix	29.75
05/27/21	Blackbeard Giving Fund/PG&E	60.00
		<hr/> 622.97
Total Fund Balance 5/27		\$ 22,452.61

Proposed

VMRC Board of Directors Meeting Schedule for 2021-2022 Fiscal Year

**Board Meetings the 4th Wednesday of Every Other Month (Dates and Locations
Subject to Change)**

Date	Location
Wednesday, July 28, 2021 5:00 PM – 6:00 PM	Annual Board of Directors Meeting via Zoom
	Committee Chairs are appointed by the President
Wednesday, August 25, 2021 6:00 PM – 8:00 PM	Board of Directors Meeting via Zoom
September 2021	(No Meeting)
Wednesday, October 27, 2021 6:00 PM – 8:00 PM	Board of Directors Meeting via Zoom
November 2021	(No Meeting)
Wednesday, December 22, 2021 6:00 PM – 8:00 PM	Board of Directors Meeting via Zoom
January 2022	(No Meeting)
Wednesday, February 23, 2022 6:00 PM – 8:00 PM	Board of Directors Meeting via Zoom
March 2022	(No Meeting)
Wednesday, April 27, 2022 6:00 PM – 8:00 PM	Board of Directors Meeting via Zoom
May 2022	(No Meeting)
Wednesday, June 22, 2022 6:00 PM – 8:00 PM	Board of Directors Meeting via Zoom

¹Remote meetings are currently allowed as part of a waiver of rules provided by the California Department of Developmental Services. If the waiver expires and permission for remote meetings seize the meeting will be held at 702 N. Aurora Street, Howard Cohen Board Room, Stockton, San Joaquin County, CA 95202. For board members unable to travel to the board meeting location, a zoom link or conference line will be available. The public will also have access to the published zoom link and/or conference line phone number and pass code which will be included after the address as part of the agenda heading.