



Finance Committee Meeting

Wednesday, January 12, 2021, 5:30 PM

VMRC Stockton Office, Cohen Board (702 N. Aurora Street, Stockton, CA 95202) Room and Via
Zoom Video

[https://us06web.zoom.us/j/87018124265?
pwd=SHg5RXdpTUlBVW9PdkhFUmRRK28wdz09&from=addon](https://us06web.zoom.us/j/87018124265?pwd=SHg5RXdpTUlBVW9PdkhFUmRRK28wdz09&from=addon)

Meeting ID: 870 1812 4265 Passcode: 608511

One tap mobile +16699006833

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 - Finance Committee Meeting

Finance Committee Meeting

- A. Review and Approval of Meeting Agenda
Alicia Schott, Treasurer Action Item
- B. Review and Approval of Finance Committee Meeting Minutes of 12/08/21
Alicia Schott, Treasurer Action Item
- C. Public Comment
Alicia Schott, Treasurer
Each member of the public will be given 3 minutes for comment. If an interpreter is used, 6 minutes will be given.
- D. Approval of Contracts over \$250,000 Action Item
Corina Ramirez, Resource Development
1. A&E Transportation LLC
- E. Fiscal Department Update
Melissa Stiles, CFO
1. Contract Status Report (CSR) Action Item
2. Purchase of Service (POS) Expenditures
3. Operations (OPS) Expenditures
- F. Next Meeting - Wednesday, February 9, 2022, 5:30 PM, Hybrid (VMRC Stockton Office Cohen Board Room and Zoom Video Conference)
Alicia Schott, Treasurer



Minutes for Finance Committee Meeting

12/08/2021 | 05:30 PM - 06:30 PM - Pacific Time

Via Zoom Video Conference

Committee Member Present: Margaret Heinz, Linda Collins, Connie Uychutin, Lisa Utsey

Committee Members Not Present: Alicia Schott (Treasurer) (Informed Absence), Jose Lara

Staff Present: Tony Anderson, Doug Bonnet, Claudia Reed, Christine Couch, Brian Bennett

Public Present: Rachelle Munoz (Facilitator), Irene Hernandez (Interpreter)

Margaret Heinz, in the absence of Treasurer Alicia Schott, called the meeting to order at 5:30pm.

A. Review and Approval of Meeting Agenda

Lisa Utsey made a motion to approve the Meeting Agenda. Connie Uychutin seconded the motion. The Meeting Agenda was approved unanimously.

B. Review and Approval of Finance Committee Meeting Minutes of 11/10/21

Lisa Utsey made a motion to approve the Finance Committee Meeting Minutes of 11/10/21. Connie Uychutin seconded the motion. The Finance Committee Meeting Minutes of 11/10/21 were approved unanimously.

C. Presentation of Audit of VMRC Financial Statements for Year Ending June 30, 2020

Sue Cipponeri of Kemper CPA Group presented to the committee the Financial Statements and Independent Auditor's Report for the year ended June 30, 2020 and answered any questions that the committee members had. Lisa Utsey made a motion to accept the Auditor's Report. Connie Uychutin seconded the motion. The Auditor's Report was approved unanimously.

D. Public Comment

None.

E. Approval of Contracts over \$250,000

None this month.

F. Fiscal Department Update

1. Contract Status Report (CSR) – Claudia Reed presented to the committee the Contract Status Report and answered any questions that the committee members had. Lisa Utsey made a motion to approve the Contract Status Report. Connie Uychutin seconded the motion. The Contract Status Report was approved unanimously.
2. Purchase of Service (POS) Expenditures – Claudia Reed presented the POS Expenditures report to the committee and answered any questions that the committee members had.
3. Operations (OPS) Expenditures – Claudia Reed presented the OPS Expenditures report to the committee and answered any questions that the committee members had.

G. Next Meeting - Wednesday, January 12, 2022, 5:30 PM, Stockton Cohen Board Room AND via Zoom. The meeting will be “hybrid”.

ATTACHMENT 1 – ROLE OF R&D TRANSPORTATION SERVICES, INC.

Pursuant to California Code of Regulations Title 17 CCR Section 54342, subsection (a), (83), (A), as a Transportation Broker, R&D Transportation Services, Inc., (hereinafter R&D) is not the direct transportation service provider. Therefore, the following identifies the role of R&D as the Broker for the CENTER.

1.1 ROLE OF R&D TRANSPORTATION SERVICES, INC. The CENTER contracts with R&D (BROKER) to provide the following services:

1.1.1 ROUTE DESIGN AND SCHEDULING:

- a. Preparation of routes and schedules for the provision of services by specified transportation service providers as required by, and subject to the prior approval of CENTER.
- b. Provide liaison services between the CENTER, the CENTER's transportation service providers, individuals served by the CENTER, families, and day programs in the provision of Transportation Brokerage Services. Liaison services include, but are not limited to, contacts with the CENTER's Management and Service Coordination staff, transportation vendor personnel, program personnel, individuals served, and parents or other authorized representatives of persons served by the CENTER as necessary for the safe and efficient provision of services and the resolution of problems.

1.1.2 CUSTOMER SERVICE:

- a. Provide availability of services from 6:00 AM to 6:00 PM (all transportation service vehicle operation hours), Monday through Friday and according to the CENTER's holiday schedule.
- b. Provide after hours and emergency on-call services.
- c. Provide bi-lingual speaking (English/Spanish) customer service representatives between 6:00 AM and 6:00 PM, Monday through Friday including AT&T's Language Line Interpretation Service.

1.1.3 VENDOR CONTRACTS ADMINISTRATION:

- a. The BROKER is responsible for negotiating service provider rates and Service Agreements in accordance with Title 17 California Code of Regulations. The CENTER is solely responsible for approving service provider rates and Service Agreement negotiated by the BROKER.

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1.1.4 QUALITY ASSURANCE:

- a. Ensure ride times do not exceed the established ride time as approved by the CENTER (unless waived by the CENTER on a per route basis).
- b. Ensure transportation vendors maintain on-time performance.
- c. Perform regular vendor audits to ensure vehicles are safe, well maintained and bus drivers and attendants (or other personnel as applicable) are appropriately screened, hired, and trained.
- d. Perform vendor compliance workshops to ensure vendors align with contractual service requirements. The subject of vendor compliance workshops, include but are not limited to the following:
 - i. The Lanterman Act – Individual Rights & Responsibilities;
 - ii. Special Incident Reporting pursuant to Title 17 Regulations;
 - iii. Driver/Attendant/Dispatch Guidelines for Transportation Services;
 - iv. Person-Centered Practices and Cultural Considerations;
 - v. State or DDS directives for transportation vendors.
- e. Ensure vendors meet all contractual requirements, including insurance.

1.1.5 VENDOR BILLING RECONCILIATION:

- a. Responsible for the accounting of individual transportation purchases. Such services shall include, but not be limited to preparing authorizations, verifying the accuracy of invoices, and reconciling records. The CENTER is solely responsible for authorizing transportation services provided to individuals served.
- b. Responsible to communicate with service providers to resolve any invoice related discrepancies.
- c. At the discretion of the CENTER, BROKER will review and verify corresponding documentation requested from service providers, to support their transportation invoice submissions.

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ATTACHMENT 2 – PAYMENT AGREEMENT

The following is an agreement between the VALLEY MOUNTAIN REGIONAL CENTER and the following provider of services:

A&E TRANSPORTATION LLC

In reference to the level of payment for the following service:

Name of Service: Specialized transportation for individuals served by the CENTER
Vendor Number: HV0655
Service Code: 875 – Commercial Transportation/Transportation Aide
Term Period: February 1, 2022 through June 30, 2026

1. The provider agrees to accept the following rate(s) of payment for the service above:

VENDOR #	SERVICE CODE	RATE	UNIT	MODALITY
HV0655	875	\$ 42.84	Hourly	Hourly – Group Vehicle Service Hour
	875	\$ 15.84	Per Trip	Daily – Per One Way Trip
	875	\$ 2.32	Mileage	Mileage – Group Per Live Route Mile
	875	\$ 15.16	Hourly	Hourly – Aide Services

2. COMPENSATION

2.1 CONTRACTOR agrees that any rate(s) specified on a CENTER Authorization Draft, Purchase Order, and/or Provider of Care Claim Form which is not consistent with those identified in Section 1 are not binding unless the Authorization Draft is signed by the Chief Financial Officer or designee. Approval of payment of a rate other than that which is specified in this Agreement is restricted to the individual Authorization Draft and/or Purchase Order signed by the Chief Financial Officer or designee.

2.2 If the method for determining the units of service is something other than a straight monthly or hourly amount per individual the methodology must be described. If more than one code/sub-code is used, provide each code/subcode, unit type, and describe a billable unit. [17 CCR §506909(a)(4)]

2.2.1 The parties agree that the rates of payment specified above are made with reference to delivery of one unit of service defined as follows:

- a. **Vehicle Service Hour** is defined as those in which persons authorized for transportation services are physically being transported by CONTRACTOR, per vehicle as specified in Section 1 of this Attachment.
- b. **Live Route Mile** is defined as those miles in which authorized persons served are physically being transported by CONTRACTOR.
- c. **Per Individual Per Trip** is defined as each trip in which persons authorized for transportation services are physically being transported by the CONTRACTOR, per trip as specified in Section 1 of this Attachment.

2.3 Such payment to CONTRACTOR may be reduced for a period of time in which CONTRACTOR is not meeting the minimum requirements for service as specified in Title 17 California Code of Regulations. Any reduction shall be based on substantiated evidence by the CENTER that the CONTRACTOR does not meet such requirements as outlined in Section 5.2 of the Agreement.

2.4 **TRANSPORTATION OF OUT-OF-AREA INDIVIDUALS.** CONTRACTOR agrees to give priority to individuals served by the CENTER. The CONTRACTOR may transport individuals within the CENTER's service area who may not be individuals served by the CENTER (the "Out-of-Area Individual(s)"), subject to CENTER approval. CONTRACTOR shall provide a written request for all Out-of-Area Individual(s) to the CENTER via its BROKER. The CENTER is not responsible for the cost of transportation services provided by the CONTRACTOR to the Out-of-Area Individual(s). Therefore, CONTRACTOR will (1) provide transportation services to all Out-of-Area Individual(s) as scheduled by the BROKER, (2) directly bill the other Regional Centers or entities responsible for payments for Out-of-Area Individual(s) transported by CONTRACTOR (the "Other Payors") and (3) arrange with CENTER's BROKER for separate collection of payments for such services from the Other Payors. The BROKER will coordinate with the other Payors regarding the cost allocation for the Out-of-Area Individual(s) to determine the amount the CONTRACTOR will bill to the other Payors for transportation services to Out-of-Area individual(s). The BROKER will, on request, assist by providing a cost analysis for specific Out-of-Area Individual(s), based on overall average cost per individual, estimated with a maximum of twenty-three (23) service days per month multiplied by the number of Out-of-Area Individual(s) the CONTRACTOR transports in a given month.

2.5 **PAYMENT AGREEMENT.** Rate Renegotiation Option. Due to rate freeze legislation implemented by the California Legislature and Department of Developmental Services (DDS), the rates stated herein do not increase during the term of this Agreement. However, if the Legislature and/or DDS implement new legislation which allows for rate increases, then, upon CONTRACTOR's request, the CENTER agrees to review any subsequent rate increase proposal in good faith which is submitted in compliance with State law and regulations in effect at such time.

2.6 The maximum amount which can be paid under this Agreement is \$118,600.00 (one Hundred and eighteen Thousand, six Hundred dollars) for Fiscal Year 2021/2022, \$280,000.00 (two Hundred and eighty Thousand dollars) for Fiscal Year 2022/2023, \$280,000.00 (two Hundred and eighty Thousand dollars) for Fiscal Year 2023/2024, \$280,000.00 (two Hundred and eighty Thousand dollars) for Fiscal Year 2024/2025 and \$280,000.00 (two Hundred and eighty Thousand dollars) for Fiscal Year 2025/2026.

Commented [AD1]: This was less than the projection that was signed (via the R&D Rate Analysis). This is because the original projection was if the contract was executed in December 2021 and now has a new start date of 2/1/2022.

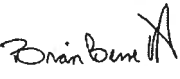
Signed:

VALLEY MOUNTAIN REGIONAL
CENTER, a California Not-For-Profit
Corporation

A&E TRANSPORTATION LLC,
a California Limited Liability Corporation

By: _____
Anthony (Tony) Anderson
Executive Director

By: _____
Walter Williams
Owner/President

By: 

Brian L. Bennett
Director of Community Services

Address:
104 Julia Island Circle,
Sacramento, CA 95834

Address:
P.O. Box 692290
Stockton, CA 95269-2290

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ATTACHMENT 3 – CONTAGIOUS VIRUS RESPONSE PLAN

1. The CONTRACTOR is responsible to produce a comprehensive Contagious Virus Response Plan (CVRP) within thirty (30) days of vendorization or at the start of the current Service Agreement term, for review by the CENTER via its BROKER. The CVRP must address health and safety protocols to support safe and reliable transportation, reporting and communication plan, to address service needs for individuals served by the CENTER. The CVRP should include but not limited to, recommendations from the Centers for Disease Control (CDC), federal, state, and public health organizations in reference to infectious diseases protocols.

1.1 OPERATIONAL CONTROLS:

- a. General Manager or designee responsible for plan implementation;
- b. CONTRACTOR's plan for vehicle modification and/or seat reconfiguration to align with public health directives for physical distancing;
- c. CONTRACTOR's identification of alert phases that trigger specific action;
- d. CONTRACTOR's plan to maintain adequate active and standby workforce.

1.2 ADMINISTRATIVE CONTROLS:

- a. CONTRACTOR's communication protocols to support effective internal and external communication to meet the service needs of passengers;
- b. CONTRACTOR's screening protocols to ensure staff is fit-for-duty;
- c. CONTRACTOR's comprehensive personnel training and education;
- d. CONTRACTOR's reporting procedures.

1.3 PERSONAL PROTECTIVE EQUIPMENT (PPE):

- a. Protocol to acquire and maintain Personal Protective Equipment (PPE) necessary to support safe and effective transport and staff care.
- b. CONTRACTOR's protocol for staff training regarding proper use of PPE.

1.4 ONBOARD SAFETY MEASURES:

- a. CONTRACTOR's pre-boarding screening protocols for passengers;
- b. CONTRACTOR's plan to equip transit vehicles and offices with proper sanitation products and provide personal hand sanitizer to all staff and passengers.

1.5 CLEANING AND DISINFECTING PROTOCOLS:

- a. CONTRACTOR's plan to perform routine cleaning and disinfection of all frequently touched surfaces;
- b. CONTRACTOR's plan to perform thorough cleaning on all high traffic areas;
- c. CONTRACTOR's plan to perform cleaning of all areas of the transit vehicles between shifts or uses whichever is more frequent.

1.6 SOCIAL DISTANCING:

- a. CONTRACTOR's policy and procedure to mitigate or prevent contamination;
- b. CONTRACTOR's plan to create separation between passengers as necessary to promote public safety;
- c. CONTRACTOR's plan to restructure or reevaluate service needs as determined by public health agencies and the CENTER.

1.7 VEHICLE VENTILATION:

- a. CONTRACTOR's plan to control heating, ventilation, and air conditioning to reduce the spread of contamination;
- b. Consider upgrades to improve air filtration and ventilation.

2. REPORTING. CONTRACTOR is responsible to maintain a policy with procedures that align with the most current DDS directives and in accordance with the California Code of Regulations Title 17 Section 54327. The policy must include, but not limited to, the following:

- a. Maintain a mechanism to track and report incidents or cases of exposure;
- b. Reporting process to the CENTER via its BROKER;
- c. Internal process to disinfect and minimize the spread;
- d. Communication to staff and/or individuals served regarding possible exposure;
- e. Action plan to address possible cases of exposure;
- f. Return to service plan.

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3. COMMUNICATION. CONTRACTOR shall provide a Communication Plan to represent the protocols that will be implemented by the agency to promote health and safety. The plan must include a process to effectively communicate with the following stakeholders and as determined by public health organizations:

- a. The CENTER via its BROKER
- b. Persons served (passengers)
- c. Family/residential services staff
- d. Day Programs

4. BUSINESS CONTINUITY PLAN. As a CONTRACTOR of the CENTER that provides services and supports for individuals with developmental disabilities, the CONTRACTOR will be expected to operate transportation services for essential activities and other purposes, expressly authorized under a State of Emergency Order. Therefore, the CONTRACTOR must be prepared to respond to changes in service needs and design, accommodate fluctuations in ridership and maintain adequate staff for business continuity purposes. The CONTRACTOR is responsible to establish and provide comprehensive safety protocols with reasonable accommodations, should an individual served (passenger) exhibit symptoms of an infectious disease, while also safeguarding staff and other passengers.

5. ADHERENCE TO PUBLIC HEALTH GUIDELINES. The CONTRACTOR is required to regularly monitor and review all DDS directives to ensure that transportation services align with the most current guidelines. Additionally, CONTRACTOR must monitor and review recommendations and guidelines from federal, state, and local public health organizations and adopt the most effective safety protocols to prevent the spread of infectious disease.

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ATTACHMENT 4 – REFERENCES/TITLE 17

AGENCY: A&E TRANSPORTATION LLC
VENDOR NUMBER: HV0655
SERVICE CODE: 875 – Commercial Transportation/Transportation Aide
TERM: February 1, 2022, through June 30, 2026

1. TITLE 17 - Div. 2, Chap. 3, Subchapter 2 (Vendorization), Section 54326 (General Requirements for Vendors and Regional Centers) and Section 54327 (Requirements for Special Incident Reporting by Vendors).
2. TITLE 17 - Div. 2, Chap. 1, Subchapter 6 (Service Provider Accountability), Sections 50601-50612.
3. TITLE 17 - Div. 2, Chap 1, Subchapter 7 (Fiscal Audit Appeals), Sections 50700 - 50767.
4. TITLE 17 - Div. 2, Chap. 3, Subchapter 18 (Transportation Service), Sections 58500 - 58525.

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Valley Mountain Regional Center Contract Status

AS OF: November 30, 2021

	OPS	POS including		General Total	OPS CPP	POS CPP	CPP Total	FG/SC Total
		Federal C						
Current Fiscal Year 2022								
Contract Year C-1	34,646,607	253,549,471		288,196,078	424,595	1,022,115	1,446,710	484,702
Spent to Date	16,805,528	102,311,933		119,117,461	54,646	152,660	207,306	142,402
Unspent	17,841,079	151,237,538		169,078,617	369,949	869,455	1,239,404	342,300
Last Fiscal Year 2021								
Contract Year B-1	33,789,885	253,549,473		287,339,358	249,675	197,474	447,149	484,702
Spent to Date	33,661,481	246,294,921		279,956,403	249,675	152,660	270,168	464,462
Unspent	128,404	7,254,552		7,382,955	-	44,814	176,981	20,240
Second Prior Fiscal Year								
2020 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	33,415,426	230,200,624		263,616,050	597,168	833,790	1,430,958	398,099
Unspent	765,427	3,199,911		3,965,338	-	866,260	866,260	60,323

OPERATIONS EXPENDITURES

December 17, 2021

	Year to Date	Prior Year to Date	Budget	% of Total Budget
Salaries and Wages	11,016,819	9,267,134	23,916,841	46.1%
Temporary Help	17,870	242	20,000	89.4%
Fringe Benefits	2,508,217	1,900,512	4,684,766	53.5%
Contracted Employees	55,333	31,647	75,000	73.8%
Salaries and Benefits Total	13,598,239	11,199,535	28,696,607	47.4%

	Year to Date	Prior Year to Date	Budget	% of Total Budget
Facilities Rent	1,006,642	949,729	1,900,000	53.0%
Facilities Maintenance	342,617	242,314	750,000	45.7%
Information Technology	1,209,078	674,304	1,500,000	80.6%
General Office Expense	128,556	87,992	350,000	36.7%
Operating Expenses	124,468	135,026	300,000	41.5%
Equipment	18,716	24,345	100,000	18.7%
Professional Expenses	254,997	244,174	700,000	36.4%
Office Expenses	41,406	21,092	100,000	41.4%
Travel and Training Expenses	80,809	58,841	250,000	32.3%
Foster Grandparent/Senior Companion Expenses	142,402	184,672	484,702	29.4%
CPP Expense	54,646	47,202	424,595	12.9%
Total Operating Expenses	17,002,576	13,869,226	35,555,904	47.8%

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

November 30, 2021

	Year to Date	Prior Year to Date	Budget	% of Total Budget
Community Care Facility	39,098,025	36,402,911	94,000,000	41.6%
ICF/SNF FACILITY	38,092	50,842	500,000	7.6%
Day Care	565,055	568,115	1,700,000	33.2%
Day Training	15,408,591	15,383,216	36,076,651	42.7%
Supported Employment	727,429	722,212	1,760,000	41.3%
Work Activity Program	197,086	206,034	560,000	35.2%
Non-Medical Services-Professional	623,249	247,453	1,500,000	41.5%
Non-Medical Services-Programs	10,224,332	9,898,031	25,000,000	40.9%
Home Care Services-Programs	558,897	381,992	1,700,000	32.9%
Transportation	557,634	527,578	2,800,000	19.9%
Transportation Contracts	2,254,145	3,244,609	14,293,620	15.8%
Prevention Services	6,233,888	5,626,891	15,263,200	40.8%
Other Authorized Services	11,449,715	9,606,250	27,000,000	42.4%
P&I Expense	22,770	16,515	52,000	43.8%
Hospital Care	191,250	191,250	700,000	27.3%
Medical Equipment	115,567	131,499	384,000	30.1%
Medical Care Professional Services	1,721,638	1,800,452	5,000,000	34.4%
Medical Care-Program Services	12,738	10,480	56,000	22.7%
Respite-in-Home	12,122,760	11,247,666	24,500,000	49.5%
Respite Out-of-Home	186,473	229,837	640,000	29.1%
Camps	2,600		64,000	4.1%
	102,311,933	203,213,301	253,549,471	40.4%
CPP	152,660	729,813	1,022,115	14.9%
Total Purchase of Service	102,464,593	203,943,115	254,571,586	40.2%

ICF SPA RECEIVABLES \$ 3,136,177