



Finance Committee Meeting

Wednesday, May 11, 2022, 5:30 PM

Hybrid - VMRC Stockton Office Cohen Board Room and via Zoom Video Conference

702 N. Aurora Street

[https://us06web.zoom.us/j/82086069448?](https://us06web.zoom.us/j/82086069448?pwd=Ky9ZTXI2TTAvMzJLd2xTUjR6NUNIZz09&from=addon)

[pwd=Ky9ZTXI2TTAvMzJLd2xTUjR6NUNIZz09&from=addon](https://us06web.zoom.us/j/82086069448?pwd=Ky9ZTXI2TTAvMzJLd2xTUjR6NUNIZz09&from=addon), Meeting ID: 820 8606 9448 Passcode:
489690 One tap mobile +16699006833

Stockton, CA, 95202

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 04/13/22
Alicia Schott, Treasurer | Action Item |
| C. Fiscal Department Update
Melissa Stiles, CFO | |
| 1. Contract Status Report (CSR) | Action Item |
| 2. Purchase of Service (POS) Expenditures
Melissa Stiles, CFO | |
| 3. Operations (OPS) Expenditures
Melissa Stiles, CFO | |
| D. Approval of Contracts over \$250,000
Corina Ramirez, Resource Development | Action Item |
| E. Next Meeting - Wednesday, June 8, 2022, VMRC Stockton Office
Cohen Board Room and Via Zoom Video Conference (Hybrid)
Alicia Schott, Treasurer | |



Minutes for Finance Committee Meeting

04/13/2022 | 05:30 PM

Hybrid - VMRC Stockton Office Cohen Board Room and via Zoom Video Conference

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

Committee Members Absent: None

Staff Present: Melissa Stiles, Doug Bonnet, Christine Couch, Tony Anderson, Brian Bennett, Corina Ramirez, Tara Sisemore Hester

Public Present: Sue Kemper, Rachelle Munoz

A. Review and Approval of Meeting Agenda – Alicia reviewed the meeting agenda. Lisa Utsey made a motion to approve the agenda. Linda Collins seconded the motion. The agenda passed unanimously.

B. Review and Approval of Finance Committee Meeting Minutes of 03/09/22 – Linda Collins made a motion to approve the minutes. Lisa Utsey seconded the motion. The minutes passed unanimously.

C. Public Comment – n/a

D. Financial Audit – Sue Kemper of Kemper CPA Group LLP presented the Issued Management Comment Letter 20-21, the Issued Letter to the Board and the Issued Financial Statements VMRC 20-21. She explained the qualified opinion due to CalPERS retirement system reports being a year behind. There are no material deficiencies or significant audit findings.

Lisa Utsey made a motion to approve the audit as presented. Jose Lara seconded the motion. The motion passes unanimously.

E. Fiscal Department Update –

1. Contract Status Report (CSR) Action Item

Melissa Stiles reviewed the CSR as of February 28, 2022. Lisa Utsey made a motion to approve the CSR as presented. Jose Lara seconded the motion. The motion passed unanimously.

2. Purchase of Service (POS) Expenditures..... Information

Melissa Stiles reviewed the POS Expenditures as of February 28, 2022.

3. Operations (OPS) Expenditures..... Information

Melissa Stiles reviewed the OPS Expenditures as of February 28, 2022.

F. Approval of Contracts over \$250,000 – Corina Ramirez presented the approval of contracts over \$250,000.

The Merakey contract with a facility rate adjustment by DDS was presented to the committee. The Contract Summary and Board resolution were presented to the committee. Lisa Utsey made a motion. Jose Lara seconded the motion. Connie Uychutin abstained from the vote. The motion passed.

**G. Next Meeting - Wednesday, May 11, 2022, 5:30 PM, VMRC Stockton
Office Cohen Board Room and Via Zoom Video Conference (Hybrid)**

Valley Mountain Regional Center

Contract Status

AS OF: March 31, 2022

	POS including						FG/SC
	OPS	Federal C	General Total	OPS CPP	POS CPP	CPP Total	Total
Current Fiscal Year 2022							
Contract Year C-2	40,037,203	283,738,876	323,776,079	486,684	1,022,115	1,508,799	484,702
Spent to Date	29,779,872	185,927,923	215,707,795	90,328	152,660	242,988	249,404
Unspent	10,257,331	97,810,953	108,068,284	396,356	869,455	1,265,811	235,298
Last Fiscal Year 2021							
Contract Year B-5	34,646,607	253,549,473	288,196,080	424,595	1,994,505	2,419,100	484,702
Spent to Date	33,203,946	246,502,448	279,706,395	424,595	1,914,313	2,338,909	464,462
Unspent	1,442,661	7,047,025	8,489,685	(0)	80,192	80,191	20,240
Second Prior Fiscal Year							
2020 Contract Year A-9	34,180,853	233,400,535	267,581,388	597,168	1,863,763	2,460,931	458,422
Spent to Date	34,180,853	230,240,871	264,421,724	597,168	1,602,817	2,199,985	398,099
Unspent	-	3,159,664	3,159,664	-	260,946	260,946	60,323

POS EXPENDITURES

March 31, 2022

75%

	Year to Date	Prior Year to Date	Budget	% of Total Budget
Community Care Facility	69,932,212	68,727,083	100,000,000	69.9%
ICF/SNF FACILITY	72,429	80,849	500,000	14.5%
Day Care	1,004,938	1,039,995	1,700,000	59.1%
Day Training	28,234,581	27,770,936	41,766,256	67.6%
Supported Employment	1,341,854	1,299,784	2,500,000	53.7%
Work Activity Program	334,151	369,181	560,000	59.7%
Non-Medical Services-Professional	1,284,833	700,454	2,000,000	64.2%
Non-Medical Services-Programs	18,603,474	16,726,346	28,000,000	66.4%
Home Care Services-Programs	1,063,583	718,679	1,700,000	62.6%
Transportation	1,079,129	843,513	2,800,000	38.5%
Transportation Contracts	4,644,196	5,007,001	14,293,620	32.5%
Prevention Services	11,481,428	10,435,566	17,000,000	67.5%
Other Authorized Services	21,466,975	17,850,159	32,000,000	67.1%
P&I Expense	43,024	31,223	75,000	57.4%
Hospital Care	342,500	342,500	700,000	48.9%
Medical Equipment	272,570	243,116	384,000	71.0%
Medical Care Professional Services	3,174,951	3,268,767	5,000,000	63.5%
Medical Care-Program Services	19,508	24,706	56,000	34.8%
Respite-in-Home	21,198,493	22,351,225	32,000,000	66.2%
Respite Out-of-Home	331,104	369,111	640,000	51.7%
Camps	1,990		64,000	3.1%
	185,927,923	178,200,194	283,738,876	65.5%
CPP	152,660	729,813	1,022,115	14.9%
Total Purchase of Service	186,080,583	178,930,007	284,760,991	65.3%

ICF SPA RECEIVABLES \$ 3,136,177

OPERATIONS EXPENDITURES

April 19, 2022

80%

	Year to Date	Prior Year to Date	Budget	% of Total Budget
Salaries and Wages	20,143,470	17,239,235	26,200,000	76.9%
Temporary Help	31,703	242	100,000	31.7%
Fringe Benefits	4,210,600	4,078,912	5,400,000	78.0%
Contracted Employees	99,839	59,884	135,000	74.0%
Salaries and Benefits Total	24,485,612	21,378,273	31,835,000	76.9%

	Year to Date	Prior Year to Date	Budget	% of Total Budget
Facilities Rent	1,653,438	1,568,347	2,100,000	78.7%
Facilities Maintenance	587,664	426,440	750,000	78.4%
Information Technology	1,774,899	1,330,730	2,342,203	75.8%
General Office Expense	292,780	162,520	350,000	83.7%
Operating Expenses	212,995	215,742	325,000	65.5%
Equipment	29,450	37,827	100,000	29.5%
Professional Expenses	367,675	376,861	700,000	52.5%
Office Expenses	70,206	41,078	100,000	70.2%
Travel and Training Expenses	138,149	125,394	300,000	46.0%
Foster Grandparent/Senior Companion Expenses	249,404	331,302	484,702	51.5%
CPP Expense	90,328	87,306	486,684	18.6%
START	167,004	-	1,135,000	14.7%
Total Operating Expenses	30,119,604	26,081,820	41,008,589	73.4%

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 Board Approval Report

Contracts Expiring:
7/31/2022

VendorNumber	VendorName	SrvcCode	VendorCategory
PV0844	BEYOND WORDS SPEECH	116	Early Start Specialized Therapeutic Services

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$2,104,915	8/1/2021	7/31/2022	Claire Lazaro	Clinical

Rate

\$131.97/hr-home visits; \$171.16/discip for Intake Elig Evals; \$199.68/intake elig eval wFam Assmt; \$290.97/eval for SI evals & speech ther Autism Protocol Asmts; mileage for home visits \$0.505

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	8.32%
\$2,280,000	8/1/2022	7/31/2023	Auto Renew Amend	Increase NTE\$		

PropRate

\$131.97/hr-home visits; \$171.16/discip for Intake Elig Evals; \$199.68/intake elig eval wFam Assmt; \$290.97/eval for SI evals & speech ther Autism Protocol Asmts; mileage for home visits \$0.505

VendorNumber	VendorName	SrvcCode	VendorCategory
S29378	CENTRAL VALLEY TRAINING Stockton Program	515	Behavior Management Program

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$3,100,000	8/1/2021	7/31/2022	Brian Bennett	RD

Rate

\$86.78/cons/day + \$1.80/hr Non-mobile supplement; \$1,587.80/cons/mo for Alt Svcs only.

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$3,100,000	8/1/2022	7/31/2023	Auto Renewal	Extend Contract		

PropRate

\$86.78/cons/day + \$1.80/hr Non-mobile supplement; \$1,587.80/cons/mo for Alt Svcs only.

VendorNumber	VendorName	SrvcCode	VendorCategory
SV0023	CENTRAL VALLEY TRAINING RAPID	017	Crisis Team-Evaluation/Behavioral Intervention

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$1,500,000	8/1/2021	7/31/2022	Brian Bennett	RD

Rate

\$48.15/hr

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$1,500,000	8/1/2022	7/31/2023	Auto Renewal	Extend Contract		

PropRate

\$48.15/hr

Contract Board Approval Report

Contracts Expiring:
7/31/2022

VendorNumber	VendorName	SrvCode	VendorCategory
SV0009	CENTRAL VALLEY TRAINING Modesto Program	515	Behavior Management Program

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$3,120,000	8/1/2021	7/31/2022	Brian Bennett	RD

Rate

\$91.46/cons/day (DDS-set rate); \$1.80 NM rate; \$1,620.00/cons/mo for Alt Svcs only

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$3,120,000	8/1/2022	7/31/2023	Auto Renewal	Extend Contract		

PropRate

\$91.46/cons/day (DDS-set rate); \$1.80 NM rate; \$1,620.00/cons/mo for Alt Svcs only

VendorNumber	VendorName	SrvCode	VendorCategory
HV0503	CENTRAL VALLEY TRAINING Stockton Tam O'Shanter	515	Behavior Management Program

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$3,100,000	8/1/2021	7/31/2022	Brian Bennett	RD

Rate

\$86.78/cons/day + \$1.68/hr Non-mobile supplement

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$3,100,000	8/1/2022	7/31/2023	Auto Renewal	Extend Contract		

PropRate

\$86.78/cons/day + \$1.80/hr Non-mobile supplement; \$1,587.80/cons/mo for Alt Svcs only.

VendorNumber	VendorName	SrvCode	VendorCategory
SV0019	CHANCE 4 CHANGE VALLEY	896	Supported Living Services

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$996,000	8/1/2021	7/31/2022	Brian Bennett	RD

Rate

Tier 1-\$34.29/hr; Tier 2-\$15.57/hr; Tier 3-\$19.30/hr; Tier 4-\$22.92/hr; \$0.32 per mile approved appts.

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$996,000	8/1/2022	7/31/2023	Auto Renewal	Extend Contract		

PropRate

Tier 1-\$34.29/hr; Tier 2-\$15.57/hr; Tier 3-\$19.30/hr; Tier 4-\$22.92/hr; \$0.32 per mile approved appts.

Contract Board Approval Report

Contracts Expiring:
7/31/2022

VendorNumber	VendorName	SrvcCode	VendorCategory
HV0256	CHOICE CREEKVIEW HOME Manor of Choice, Inc.	113	Specialized Residential Facility (Habilitation)-DSS-Lice

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$488,580	8/1/2021	7/31/2022	Brian Bennett	RD

Rate

\$7,855.20 per consumer per month, inclusive of SSI

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$488,580	8/1/2022	7/31/2023	Auto Renewal	Extend Contract		

PropRate

\$7,855.20 per consumer per month, inclusive of SSI

VendorNumber	VendorName	SrvcCode	VendorCategory
PV1662	LEARNING INSTITUTE FOR ESAIP	048	Client/Parent Support Behavior Intervention Training

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$1,380,000	8/1/2021	7/31/2022	Claire Lazaro	Clinical

Rate

\$84.63 per hour

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$1,380,000	8/1/2022	7/31/2023	New Contract	Extend Contract		

PropRate

\$84.63 per hour

VendorNumber	VendorName	SrvcCode	VendorCategory
S29395	PERSON CENTERED SERVICES BMP	515	Behavior Management Program

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$4,560,000	8/1/2021	7/31/2022	Brian Bennett	RD

Rate

\$85.57/cons/day or \$15.56/cons/hr; \$1,502.10/cons/mo for Alt Svcs only

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	2.63%
\$4,680,000	8/1/2022	7/31/2023	Auto Renewal	Extend Contract		

PropRate

\$85.57/cons/day or \$15.56/cons/hr; \$1,502.10/cons/mo for Alt Svcs only

Contract Board Approval Report

Contracts Expiring:
7/31/2022

VendorNumber	VendorName	SrvcCode	VendorCategory
SV0010	PERSON CENTERED SERVICES SLS	896	Supported Living Services

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$1,560,000	8/1/2021	7/31/2022	Brian Bennett	RD

Rate

\$37.08/hr

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$1,560,000	8/1/2022	7/31/2023	Auto Renewal	Extend Contract		

PropRate

\$37.08/hr

VendorNumber	VendorName	SrvcCode	VendorCategory
HV0421	PERSON CENTERED SERVICES CITP	055	Community Integration Training Program

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$721,127	8/1/2021	7/31/2022	Brian Bennett	RD

Rate

\$83.94/cons/day or \$15.26/cons/hr; \$1,423.55/cons/mo for Alt Svcs only

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$721,127	8/1/2022	7/31/2023	Auto Renewal	Extend Contract		

PropRate

\$83.94/cons/day or \$15.26/cons/hr; \$1,423.55/cons/mo for Alt Svcs only

VendorNumber	VendorName	SrvcCode	VendorCategory
HV0396	PERSON CENTERED SERVICES Lodi BMP	515	Behavior Management Program

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$611,104	8/1/2021	7/31/2022	Brian Bennett	RD

Rate

\$85.52/cons/day or \$15.55/cons/hr

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	14.55%
\$700,000	8/1/2022	7/31/2023	Auto Renewal	Extend Contract		

PropRate

\$85.52/cons/day or \$15.55/cons/hr; \$1,505.50/cons/mo for Alt Svcs only

Contract Board Approval Report

Contracts Expiring:
7/31/2022

VendorNumber	VendorName	SrvcCode	VendorCategory
SV0021	TURLOCK AREA SLS	896	Supported Living Services

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$375,000	8/1/2021	7/31/2022	Brian Bennett	RD
Rate				
\$31.52/hr				

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$375,000	8/1/2022	7/31/2023	Auto Renewal	Extend Contract		
PropRate						
\$31.52/hr						

Contract Board Approval Report

Contracts Expiring:
8/31/2022

VendorNumber	VendorName	SrvcCode	VendorCategory
SV0011	ALL-4-U	896	Supported Living Services

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$1,066,462	9/1/2021	8/31/2022	Brian Bennett	RD

Rate

\$36.32/cons/hour

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	23.77%
\$1,320,000	9/1/2022	8/31/2023	Auto Renewal	Extend Contract		

PropRate

\$36.32/cons/hour

VendorNumber	VendorName	SrvcCode	VendorCategory
PV1597	BEHAVIOR MATTERS, LLC ESAIP	048	Client/Parent Support Behavior Intervention Training

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$681,922	9/1/2021	8/31/2022	Claire Lazaro	Clinical

Rate

\$84.63 per hour

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$681,922	9/1/2022	8/31/2023	Auto Renewal	Extend Contract		

PropRate

\$84.63 per hour

VendorNumber	VendorName	SrvcCode	VendorCategory
PV1515	FIRST STEPS, LLC	116	Early Start Specialized Therapeutic Services

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$525,000	9/1/2021	8/31/2022	Claire Lazaro	Clinical

Rate

\$123.36/hr-Home Vists; \$163.01/discipline-Intake Elig Evals & Indiv Clinical Specialist asmts; \$190.17/Intake Elig Eval w/Family Assmt; \$277.11 per SI Eval; \$0.505/mile Home Visits

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$525,000	9/1/2022	8/31/2023	Auto Renewal	Extend Contract		

PropRate

\$129.53/hr-Home Vists; \$171.16/discipline-Intake Elig Evals & Indiv Clinical Specialist asmts; \$199.68/Intake Elig Eval w/Family Assmt; \$290.97 per SI Eval; \$0.505/mile Home Visits

Contract Board Approval Report

Contracts Expiring:
8/31/2022

VendorNumber	VendorName	SrvCode	VendorCategory
PV1893	MCCRAY PSYCHOLOGICAL Autism Psych Evals	785	Clinical Psychologist

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$600,000	9/1/2021	8/31/2022	Claire Lazaro	Clinical

Rate

\$1,250.00 per evaluation for "Autism Psychological Evaluations"

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$600,000	9/1/2022	8/31/2023	Auto Renewal			

PropRate

\$1,250.00 per evaluation for "Autism Psychological Evaluations"

VendorNumber	VendorName	SrvCode	VendorCategory
SV0018	OPTIONS FORWARD	896	Supported Living Services

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$1,800,000	9/1/2021	8/31/2022	Brian Bennett	RD

Rate

Tier 1-\$34.60/dir svc hr; Tier 2-\$24.25/hr

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	33.33%
\$2,400,000	9/1/2022	8/31/2023	Auto Renew Amend	Increase NTE\$		

PropRate

Tier 1-\$36.48/dir svc hr; Tier 2-\$26.13/hr

VendorNumber	VendorName	SrvCode	VendorCategory
HV0447	PEOPLE'S CARE WILLORA People's Care Northern Calif	113	Specialized Residential Facility (Habilitation)-DSS-Lice

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$886,916	9/1/2021	8/31/2022	Brian Bennett	RD

Rate

\$15,921.89 per consumer per month, inclusive of SSI

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$886,916	9/1/2022	8/31/2023	New Contract	Extend Contract		

PropRate

\$15,921.89 per consumer per month, inclusive of SSI

Contract Board Approval Report

Contracts Expiring:
8/31/2022

VendorNumber	VendorName	SrvcCode	VendorCategory
PV0118	VALLEY CAPS "Patch"	110	Supplemental Day Services Program Support

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$289,112	9/1/2021	8/31/2022	Brian Bennett	RD

Rate

\$14.29/hr

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$289,112	9/1/2022	8/31/2023	Auto Renewal	Extend Contract		

PropRate

\$14.29/hr

VendorNumber	VendorName	SrvcCode	VendorCategory
H07649	VALLEY CAPS ABLE Program	515	Behavior Management Program

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$2,614,146	9/1/2021	8/31/2022	Brian Bennett	RD

Rate

\$92.62/cons/day + \$1.80/hr non-mobile supplement

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$2,614,146	9/1/2022	8/31/2023	Auto Renewal	Extend Contract		

PropRate

\$92.62/cons/day + \$1.80/hr non-mobile supplement

VendorNumber	VendorName	SrvcCode	VendorCategory
HV0299	VALLEY CAPS Modesto CAPS	515	Behavior Management Program

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$1,976,798	9/1/2021	8/31/2022	Brian Bennett	RD

Rate

\$86.37/day + \$1.80 non-mobile supplement; \$1,575.65/cons/mo for Alt Svcs only

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$1,976,798	9/1/2022	8/31/2023	Auto Renewal	Extend Contract		

PropRate

\$86.37/day + \$1.80 non-mobile supplement; \$1,575.65/cons/mo for Alt Svcs only

Contract Board Approval Report

Contracts Expiring:
8/31/2022

VendorNumber	VendorName	SrvcCode	VendorCategory
HV0094	VALLEY CAPS PLUS Program	505	Activity Center

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$613,116	9/1/2021	8/31/2022	Brian Bennett	RD

Rate

\$39.46/cons/day + \$1.80/hr non-mobile supplement; \$708.13/cons/mo for Alt Svcs only

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$613,116	9/1/2022	8/31/2023	Auto Renewal	Extend Contract		

PropRate

\$39.46/cons/day + \$1.80/hr non-mobile supplement; \$708.13/cons/mo for Alt Svcs only

VendorNumber	VendorName	SrvcCode	VendorCategory
S29382	WATCH RESOURCES, INC. Visions	510	Adult Development Center

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$1,631,727	9/1/2021	8/31/2022	Brian Bennett	RD

Rate

\$77.90/cons/day + \$1.80/hr non-mobile supplement; \$1,209.23/cons/mo for Alt Svcs only

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$1,631,727	9/1/2022	8/31/2023	Auto Renewal	Extend Contract		

PropRate

\$77.90/cons/day + \$1.80/hr non-mobile supplement; \$1,209.23/cons/mo for Alt Svcs only

VendorNumber	VendorName	SrvcCode	VendorCategory
S29381	WATCH RESOURCES, INC. SLS	896	Supported Living Services

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$660,000	9/1/2021	8/31/2022	Brian Bennett	RD

Rate

\$42.40/hr

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$660,000	9/1/2022	8/31/2023	Auto Renewal	Extend Contract		

PropRate

\$42.98/hr

Contract Board Approval Report

Contracts Expiring:
8/31/2022

VendorNumber	VendorName	SrvcCode	VendorCategory
H15557	WATCH RESOURCES, INC. Transportation	880	Transportation-Additional Component

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$377,232	9/1/2021	8/31/2022	Brian Bennett	RD

Rate
\$2.56/route mile

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$377,232	9/1/2022	8/31/2023	Auto Renewal	Extend Contract		

PropRate
\$2.56/route mile

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

This POS Independent Contractor Contract ("Contract") is entered into this 1st day of August, 2022, in the City of Stockton, County of San Joaquin, State of California, by and between Valley Mountain Regional Center, Inc. ("Center") and Learning Institute for Functional Education (L.I.F.E.) ("Contractor"). Each party to this Contract shall be referred to individually as "Party" and collectively as "Parties." This Contract shall be effective on and after the date in which both Parties sign it ("Effective Date").

RECITALS

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

AGREEMENT

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

- E. "Internal Grievance Procedure" means the written set of procedures, established pursuant to W&I Code Section 4705(a), a vendor uses to achieve the communication and resolution of Consumer dissatisfaction.
 - F. "Planning Team," also known as Interdisciplinary (ID) Team, means the group of persons convened in accordance with the W&I Code Section 4646 for the purpose of preparing a Consumer's IPP.
 - G. "Record" means any book, document, writing, whether tangible, or in an electronic format, evidencing operational, financial or service activities of a service provider such as Contractor, or Center, or pertaining to the service program and/or the provision of services to persons with developmental disabilities.
 - H. "Service" means assistance provided and duties performed by a Vendor for a Consumer, as described in Exhibit A.
 - I. "Service Coordinator" means the individual specified in W&I Code Section 4648(a) as the person with the responsibility for implementing, overseeing, and monitoring a Consumer's IPP and for maintaining the Consumer's case management or service coordination file. Service Coordinator is synonymous with Center case manager, counselor or client program coordinator.
 - J. "Service Design," also known as Program Design, means a written description of the service delivery capabilities and orientation developed, maintained, and implemented by a Vendor in compliance with the rules and regulations.
 - K. "Special Incident Report" is the documentation prepared by Vendor staff or long-term health care facility staff detailing a special incident and provided to Center and appropriate law enforcement authorities.
 - L. "Vendor" means an applicant which has been given a Vendor identification number and has completed the Vendorization process set forth in Section 54302, *et seq.* of Title 17.
 - M. "Vendorization" means the process used to:
 - 1) Verify that an applicant meets all of the requirements and standards pursuant to Section 54320 of Title 17 prior to the provision of Services to Consumers; and,
 - 2) Assign Vendor identification numbers, service codes and sub-codes, for the purpose of identifying Vendor expenditures.
3. **Purpose of Contract.** The purpose of this Contract is to outline the obligations and duties of Contractor in providing the Services described in Exhibit A to Consumers and the means and process by which Contractor shall be compensated for said Services.
4. **Term of Contract.** This Contract shall commence on the 1st day of August, 2022 ("Commencement Date"), and shall terminate at midnight on the 31st day of July, 2023 ("Termination Date"), unless renewed by the Parties, or terminated earlier, pursuant to the terms of this Contract. Center shall not be required to compensate Contractor for Services performed by Contractor prior to Contractor's receipt of a written Authorization to Purchase Services from Center or subsequent to termination of this Contract, and any Services performed subsequent to termination of this Contract shall not be construed as a renewal of this Contract.
- A. **Automatic Renewal of Contract.** On the Termination Date, this Contract shall automatically renew for a one (1) year period ("Renewal Period"), on the same terms and conditions contained herein, including, but not limited to, the rate to be paid by Center for Contractor's Services, unless: (1) no later than sixty (60) days before the Termination

Date, a Party gives written notice to the other Party of the intent to terminate the Contract on the Termination Date; or (2) this Contract is terminated pursuant to Section 4(B) below. If this Contract is automatically renewed pursuant to this Section, Center shall send a written confirmation to Contractor within thirty (30) days of the originally scheduled Termination Date. This Contract can be renewed pursuant to this provision for a maximum of five (5) years from the original Commencement Date. For automatic renewal to occur, the process set forth in this Section must be followed each year until this Contract is terminated. Automatic renewal of this Contract for one (1) or more years does not guarantee renewal for any subsequent year. If either Party desires to modify any of the terms of this Contract during a Renewal Period, that Party shall send a written request for a meeting to discuss the proposed modification(s). Any modification to this Contract during the renewal process, or otherwise, shall be set forth in a written amendment signed by both Parties. No oral representation by the Parties or their representatives shall be effective to renew this Contract.

- B. Early Termination of Contract by Center. Center may terminate this Contract prior to the date set forth in this Section 4 should Center, DDS or the State of California determine that Contractor has failed to comply with any provision of this Contract, failed to comply with the written Authorization to Purchase Services, and/or failed to comply with any applicable Federal, State or local law or regulation, including, but not limited to, those which govern the provision of Services to persons with developmental disabilities. Should Center, DDS or the State of California determine that termination of this Contract is appropriate, Center shall provide Contractor with a written notice of termination describing the reason for termination ("Center's Notice of Termination"). This Contract shall be deemed terminated thirty (30) days following delivery of Center's Notice of Termination ("Termination Date"). Center's Notice of Termination shall be deemed delivered on the date that it is either mailed via certified mail, return receipt requested, or personally delivered to Contractor. Termination may occur without notice, or with less than thirty (30) days' notice, if Center determines that either: the results of any evaluation of Contractor's Service delivery warrant termination without notice or with notice of less than thirty (30) days, or Contractor's Service delivery contributes to life-threatening dangers to, or has resulted in abuse of, a Consumer.
- C. Early Termination of Contract by Contractor. Should Contractor determine that termination of this Contract is appropriate, Contractor shall provide Center with a notice of termination describing the reason for termination ("Contractor's Notice of Termination"). This Contract shall be deemed terminated thirty (30) days following delivery of Contractor's Notice of Termination, unless Contractor specifies in its Notice of Termination that termination shall be effective at a later date ("Termination Date"). Contractor's Notice of Termination shall be deemed delivered on the date that it is either mailed via certified mail, return receipt requested, or personally delivered to Center.
- D. Termination of Contract by Either Party Without Cause. Notwithstanding Sections 4(A), 4(B) or 4(C) of this Contract, this Contract may be terminated by either Party without cause upon ninety (90) days written notice to the other Party, or as mutually agreed.
- E. No Payment for Services Performed After Termination Date. On and after the Termination Date, Contractor shall not conduct any further activities under this Contract and Center's obligation to pay Contractor pursuant to this Contract shall cease. Any expenses incurred by Contractor following the Termination Date will not be reimbursed pursuant to this Contract. If Contractor performed Services prior to the Termination Date that are reimbursable pursuant to the terms of this Contract, Contractor shall deliver a

final claim form within ten (10) business days of the Termination Date. Center shall reimburse Contractor for those Services that were legitimately performed prior to the Termination Date.

- F. Compliance With Laws Upon Termination. In the event of termination, Center and Contractor shall comply with all applicable Federal, State and local laws and regulations, including, but not limited to, W&I Code Sections 4502, 4646, 4646.4, 4648, 4710 and 4741.
5. Referral of Consumers. Center's case management staff may refer Consumers to Contractor, as it deems appropriate, through Contractor's designee. Contractor acknowledges and agrees that Center is not obligated to refer any particular number of Consumers to Contractor, or any Consumers at all, and that this Contract is not intended to, nor shall it constitute a guarantee or vested right to have any particular Consumer, or any number of Consumers referred, assigned, transferred or sent to Contractor for Services. Contractor further acknowledges and agrees that Center shall not be liable to Contractor, for any cause of action, in law or equity, including, but not limited to, breach of contract or breach of the implied covenant of good faith and fair dealing, if Center does not refer, assign, transfer or send any particular Consumer, or any number of Consumers to Contractor for Services. Contractor further acknowledges and agrees that it shall not interfere with or limit Center's right under the W&I Code and Title 17 to secure for any Consumer served by Contractor, additional and/or alternative services which Center has determined are appropriate.
6. Services. Contractor shall provide Services in accordance with all applicable Federal, State and local laws or regulations, including but not limited to, Title 17 as it relates to the appropriate service type, in accordance with the Program Design attached hereto and incorporated herein as Exhibit C, and in accordance with the terms and conditions of this Contract, including Exhibits and/or documents referenced in this Contract. In the event of a conflict between the terms of the Program Design and this Contract, the terms of this Contract shall govern. The level of service provided by Contractor shall, at a minimum, be consistent with Contractor's Program Design, any other program-related documentation relied upon by the Department as a basis for establishing rates of payment, and any applicable Federal, State and local laws or regulations.
7. Contractor's Duties.
- A. Authorization to Purchase Services Required. Contractor may not initiate or provide any Services for Consumers until Center has issued a duly executed Authorization to Purchase Services.
- B. Special Incident Reporting Requirements.
- 1) Contractor shall report any and all Special or Unusual Incidents pursuant to Section 54327 of Title 17, including, but not limited to:
 - a) The Consumer is missing and Contractor or long-term health care facility has filed a missing persons report with a law enforcement agency;
 - b) Reasonably suspected abuse/exploitation, including: physical, sexual, fiduciary, emotional/mental, or physical and/or chemical restraint;
 - c) Reasonably suspected neglect, including failure to: provide medical care for physical and mental health needs; prevent malnutrition or dehydration, protect from health and safety hazards, failure to assist in personal hygiene or the provision of food, clothing, or shelter, or exercise

the degree of care that a reasonable person would exercise in the position of having the care and custody of a dependent adult;

- d) Serious injury or accident, including: lacerations requiring sutures or staples, puncture wounds requiring medical treatment beyond first aid, fractures, dislocations, bites that break the skin and require medical treatment beyond first aid, internal bleeding requiring treatment beyond first aid, any medication errors, medication reactions that require medical treatment beyond first aid, and burns that require medical treatment beyond first aid;
 - e) Any unplanned or unscheduled hospitalization due to the following conditions: respiratory illness, seizure-related, cardiac-related, internal infection, diabetes, including diabetes-related complications, wound/skin care, nutritional deficiencies, or involuntary psychiatric admission;
 - f) The death of any Consumer, regardless of cause and regardless of when or where it occurred; and
 - g) The victimization of a Consumer of the following crimes: robbery, aggravated assault, larceny, burglary, and rape/attempted rape, regardless of when or where such an incident occurred.
- 2) Special Incident Reports shall be made to the appropriate law enforcement authorities and to Center, via telephone, electronic mail or facsimile, immediately upon discovery of the incident, and under no circumstances shall said reporting occur more than twenty-four (24) hours after an incident occurred, was discovered, or was suspected, whichever is earliest. Notification to the assigned Service Coordinator, the Officer of the Day, or the After Hours Response Team, as identified by the Special Projects Unit of Center, shall satisfy the initial reporting requirement.
- 3) Thereafter, within forty-eight (48) hours after the alleged incident occurred, was discovered, or suspected, whichever is earliest, Contractor shall provide Center with a written report describing the alleged incident and Contractor's response thereto. Failure to report any such incident to the appropriate law enforcement authorities and to Center, and/or failure to provide the required written report, shall constitute a distinct and separate ground for automatic termination of this Contract, notice of which shall be served personally or via certified mail, return receipt requested, to Contractor.
- 4) Written reports of incidents shall include all relevant information, including, but not limited to:
- a) Contractor's name, address and telephone number;
 - b) Date, time and location of the incident;
 - c) Name(s) and date(s) of birth, and UCI Number(s) of each Consumer involved in the incident and the name, address and phone number of the Consumer's family member(s) or authorized representative(s);
 - d) The name, address and phone number of the Consumer's family member(s) or authorized representative(s) who were contacted and informed of the incident;

- e) Description of the incident;
 - f) Description of the alleged perpetrator(s) of the incident, including, but not limited to, name, age, height, weight, address, phone number, occupation, and relationship to Consumer;
 - g) Treatment provided to Consumer, if any;
 - h) Identification of potential witnesses, including, but not limited to, name, address, telephone number and context of witnessing the incident;
 - i) Identity of all law enforcement, licensing, protective services and/or other agencies or individuals notified of the incident, or otherwise involved in the incident;
 - j) Action(s) taken by Contractor, law enforcement, licensing, protective services and/or other agencies or individuals in response to the incident; and
 - k) Dated signature of the person creating the written report on behalf of Contractor.
- 5) Failure to Report. Failure to report any of the foregoing incidents to the appropriate law enforcement authorities and to Center, and/or failure to provide the required written report, shall constitute a distinct and separate ground for automatic termination of this Contract, notice of which shall be served personally or via certified mail, return receipt requested, to Contractor.
- C. Compliance with IPP. Contractor shall follow IPP documentation requirements as set forth in Section 56720 of Title 17 and W&I Code Section 4648 and shall properly train all staff as necessary to ensure the adequacy of said documentation. All Services rendered by Contractor shall be in furtherance of the IPP. Contractor shall not render Services that are not called for in the IPP. Center shall notify Contractor of annual IPP meetings at least five (5) days in advance of all such meetings, unless the Consumer or their legally authorized representative asks that the Contractor not be at the meeting.
- D. Developing ISPs. Contractor agrees to follow "person centered planning philosophies," as published by DDS, in developing ISPs for Consumers and/or to procure such training as is necessary to ensure adequate staff participation in person centered planning.
- E. Use of Public or Generic Resources. Regional centers are required to use generic services when available. Contractor understands and agrees that if a Consumer or Consumer's authorized representative chooses not to access available generic services (e.g. IHSS, Medi-Cal, public school, California Children's Service), Center will not be able to pay for the service. Contractor shall utilize, to the fullest extent feasible, those public resources which are available without additional cost to Contractor and which will enhance the quality of Services provided to those Consumers who can benefit from the use of such resources.
- F. Grievance Reports / Complaints. Contractor shall establish, adopt and periodically review a written Internal Grievance Procedure under which Consumers, or their authorized representatives or advocates may file complaints to address their grievances and by which Contractor shall resolve grievances pursuant to W&I Code Section 4705.

- G. Abuse Reporting Training. Contractor shall train all staff regarding legally mandated abuse reporting requirements prior to the employee's provision of Services to Consumers and annually thereafter.
- H. Staff Background Checks.
- 1) Contractor shall require all staff providing Services having contact with Consumers under this Contract to have cleared a fingerprint /background check that includes the Department of Justice prior to having any contact with Consumers, and annually thereafter, unless clearance is sought through the Department of Social Services or the TrustLine Registry, which includes automatic checks for subsequent arrests. Contractor shall provide Center, upon request, with proof of the fingerprint clearance.
 - 2) Contractor shall require individuals to submit references from prior employers and/or volunteer organizations. Contractor shall verify the accuracy of these references and document the verification in the employee/volunteer personnel file.
 - 3) Contractor, within the scope of and direction of Contractor's agency exclusively, agrees to develop, retain, and implement employment policies and programs to encourage and promote Contractor's employee fitness during performance of service delivery tasks connected with the intended beneficiaries (Center's consumers) within Contractor's program design, California Code of Regulations Title 17 and Title 22 and Direct Support Professional requirements satisfying the principal purpose of "agreement" between Center and Contractor.
8. Payment for Services. The Parties fully understand and agree that payment under this Contract is dependent upon available Federal and/or State funding. Contractor expressly acknowledges that the State and/or Federal Government may, from time to time during the Term of this Contract, require changes to the rate of payment that Center pays Contractor. Accordingly, Contractor expressly acknowledges and agrees that adjustments to the rate of payment described herein may be made by Center. Center will notify Contractor, in writing, of any such adjustments to the rate of payment and of the effective date of any adjustment. Contractor expressly understands and agrees that Contractor shall have no right to object to any such adjustments and that any such adjustments shall not give rise to any cause of action, in law or equity, against Center. In the event that Center is not allocated any funds for the Services referenced in this Contract, this Contract shall be null and void and of no further force and effect, in which event, Center shall have no obligation to pay any funds whatsoever to Contractor, or to furnish any other consideration under this Contract, and Contractor shall not be obligated to perform pursuant to this Contract. Payment to Contractor shall only be made according to the following terms:
- A. Reliance on Authorization to Purchase Services. All payments shall be made in accordance with the Authorization to Purchase Services provided to Contractor by Center. Payments shall not be made based upon oral authorization to provide services.
- B. Rate of Payment.
- 1) The rate paid to Contractor by Center shall be cost effective to the State of California.
 - 2) Contractor shall not charge Center a rate for Services to Consumers that is more than Contractor would charge, or is charging, for any other purchase of the same or substantially similar service.

- 3) Center shall pay Contractor at the rate described in Exhibit B which shall constitute the total amount of compensation for Contractor's performance of this Contract.
 - 4) Contractor also understands and agrees that the maximum amount described in Exhibit B is the highest total amount which can be paid by Center to Contractor under this Contract, unless otherwise agreed to in writing by the Parties. Contractor further understands and agrees that if the maximum amount exceeds the amount described in Exhibit B, this Contract is not valid unless and until it is approved by Center's Governing Board. Nothing in this Contract shall be deemed to guarantee that Contractor will receive the maximum amount of compensation provided for in Exhibit B, or any compensation at all, as Center cannot guarantee the amount of Services that Contractor will be asked to provide for Consumers.
- C. Payment in Arrears. Center shall pay Contractor in arrears for Services provided in the previous calendar month.
- 1) Claim Form. Contractor shall bill Center, on a monthly basis, for Services provided in the previous month by submitting to Center a completed and signed claim form in the format provided by Center, or electronically. Contractors who submit their claim forms electronically shall retain all supporting and required source documentation. All other contractors shall submit all supporting and required source documentation with their claim forms. The supporting and required source documentation shall include, at a minimum, the information required by Section 50604(d) of Title 17.
 - 2) Certification. For each claim form submitted, Contractor shall certify under penalty of perjury:
 - a) All services for which Contractor is seeking payment have been provided to Center consumers by Contractor; and
 - b) All information submitted to Center along with the claim form is accurate and complete.
 - 3) Time for Submittal of Claim Form. Claim forms, and supporting and required source documentation, if applicable, shall be submitted to Center on or before the tenth (10th) day of each month. Contractor understands that at the very latest, Contractor must submit a claim for reimbursement for all Services performed within ninety (90) days of the actual date of service. On each claim form, Contractor shall certify that all Services for which Contractor seeks reimbursement were performed within ninety (90) days of submittal of the claim form. Contractor further understands and agrees that it shall not be paid by Center for any Services that were performed more than ninety (90) days before submittal of a claim form for the Services.
- D. Date for Payment by Center. On or before the twenty-fifth (25th) of each month, Center shall pay Contractor according to the information provided in each claim form. Notwithstanding the foregoing, Center shall have no obligation to pay Contractor: if Contractor fails to provide supporting and required source documentation for each claim form submitted to Center on or before the 10th of the month, or fails to make such information available in the case of electronic billing; if Center disputes any item submitted by Contractor in conjunction with a claim form; or if the claim form is

inconsistent with the Authorization to Purchase Services provided to Contractor by Center.

E. Limitations on Payment.

- 1) Center's obligation to pay for Transportation Services under this Contract arises only when Contractor has provided the Transportation Services fully and satisfactorily in accordance with the terms of this Contract.
- 2) Payments by Center to Contractor shall not be used to supplant the budget of any agency which has a legal responsibility to serve all members of the general public and is receiving public funds for providing those Services. Nor shall payments by Center to Contractor be used to supplement the rate of payment Contractor is receiving from any agency for Services provided to a Consumer.
- 3) No more than fifteen percent (15%) of Center funds shall be spent by Contractor on Administrative Costs. Funds spent on direct Services (costs immediately associated with Services to Consumers being offered by Contractor) shall not include any Administrative Costs. Administrative Costs, include, but are not limited to:
 - a) Salaries, wages and employee benefits for managerial personnel whose primary purpose is administrative management of the entity, including, but not limited to, directors and chief executive officers;
 - b) Salaries, wages and benefits of employees who perform administrative functions, including, but not limited to, payroll management, personnel functions, accounting, budgeting, and facility management;
 - c) Facility and occupancy costs, directly associated with administrative functions;
 - d) Maintenance and repair;
 - e) Data processing and computer support services;
 - f) Contract and procurement activities, except those provided by a direct service employee;
 - g) Training directly associated with administrative functions;
 - h) Travel directly associated with administrative functions;
 - i) Licenses directly associated with administrative functions;
 - j) Taxes;
 - k) Interest;
 - l) Property insurance;
 - m) Personal liability insurance directly associated with administrative functions;
 - n) Depreciation; and
 - o) General expenses, including, but not limited to, communication costs and supplies directly associated with administrative functions.

F. Payment in full. In accordance with Section 54326(a)(12) of Title 17, Contractor shall accept payment by Center as payment in full for all materials, supplies, or Services

provided by Contractor to Consumers. Contractor shall not bill Center, the Consumer, Consumer's parents, guardians, family, conservator, authorized representative, or any other person or agency, for a supplemental amount, regardless of the actual cost of providing the materials, supplies, or Services.

- G. Additional Requirements for Federal Funds. If Federal Government funds are involved, Contractor shall comply with all Federal rules, including, but not limited to, the applicable sections of the Code of Federal Regulations.

9. Record Preparation and Retention Obligation.

- A. Record Retention Requirement. Contractor shall prepare and retain all service and program financial, accounting, administrative and Consumer-related information, including, but not limited to, complete service records, records related to Contractor's rates, and all books, records, documents and other evidence related to and/or affecting performance of this Contract, the Services provided by Contractor, the billing or invoicing by Contractor, and Contractor's income and expenses ("Contractor's Records"), in accordance with Title 17, including, but not limited to, Section 50604(d) and (e), as applicable, ("Record Retention Requirement").
- B. Record Retention Period. The Record Retention Requirement shall apply for a period of no less than five (5) years following the date of the final payment for the State fiscal year in which Services were rendered by Contractor, provided however, that if an audit is in process, or an appeal of an audit is pending at the end of said timeframe, Contractor's records shall be retained until all audit exceptions have been resolved ("Record Retention Period"). Contractor shall retain all such records for the Record Retention Period in a separate and distinct location from any of Contractor's records for non-Center Consumers.
- C. Additional Requirements for Financial Records. Contractor shall maintain all financial records by consistently using a single method of accounting. Financial records shall clearly reflect the nature and amounts of all costs and income. All transactions for each month shall be entered into the financial records within thirty (30) days after the end of that month.

10. Access to Contractor Records and Facilities.

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

Contractor shall permit the Authorized Agencies to access Contractor's Records and Facilities at any time during Contractor's normal business hours.

11. **Audits by Center.** Center must audit Contractor's Records pursuant to Title 17, including, but not limited to, Section 50606, *et seq.* Should the results of any audit by the Center or any other Authorized Agency result in a finding that any or all of the payments made by Center to Contractor were in error or were otherwise improper or disallowed based upon the terms of this Contract, Center's contract with DDS, or as a result of any applicable Federal, State or local law or regulation, Contractor shall comply with the provisions of Title 17 relating to repayment and appeal of audit findings and/or recommendations. Should Contractor elect to appeal any audit findings and/or recommendations, Contractor shall utilize and be bound by Sections 50700 *et seq.* of Title 17. Contractor shall accept financial liability for any audit findings and/or recommendations disclosed by an audit and promptly repay amounts owed unless the audit findings are appealed and liquidation is stayed pursuant to Section 50705 of Title 17.
12. **Audit or Review by Independent Accounting Firm.** Contractor shall contract with an independent accounting firm for an audit or review of Contractor's financial statements, subject to the following:
- A. When the amount received by Contractor from Center and/or any other regional center, during each state fiscal year, is more than or equal to Five Hundred Thousand Dollars (\$500,000), but less than Two Million Dollars (\$2,000,000), Contractor shall obtain an independent review report of its financial statements for the fiscal year that includes the last day of the most recent state fiscal year. Consistent with Subchapter 21 (commencing with Section 58800) of Title 17, this requirement shall also apply to work activity program providers receiving less than Five Hundred Thousand Dollars (\$500,000).
 - B. When the amount received by Contractor from Center and/or any other regional center, during each state fiscal year, is equal to or more than Two Million Dollars (\$2,000,000), Contractor shall obtain an independent audit of its financial statements for the fiscal year that includes the last day of the most recent state fiscal year.
 - C. Independent review of financial statements must be performed by an independent accounting firm and shall cover, at a minimum, all of the following:
 - 1) An inquiry into Contractor's accounting principles and practices and methods used in applying them;
 - 2) An inquiry into Contractor's procedures for recording, classifying, and summarizing transactions and accumulating information;
 - 3) Analytical procedures designed to identify relationships or items that appear to be unusual;
 - 4) An inquiry about budgetary actions taken at meetings of the board of directors or other comparable meetings;
 - 5) An inquiry about whether the financial statements have been properly prepared in conformity with generally accepted accounting principles and whether any events subsequent to the date of the financial statements would have a material effect on the statements under review; and
 - 6) Working papers prepared in connection with a review of financial statements describing items covered as well as any unusual items, including their disposition.
 - D. Independent review report shall cover, at a minimum, all of the following:

- 1) Certification that the review was performed in accordance with standards established by the American Institute of Certified Public Accountants;
 - 2) Certification that the statements are the representations of management;
 - 3) Certification that the review consisted of inquiries and analytical procedures that are lesser in scope than those of an audit; and
 - 4) Certification that the accountant is not aware of any material modifications that need to be made to the statements for them to be in conformity with generally accepted accounting principles.
- E. Contractor shall provide copies of the independent audit or independent review report and accompanying management letters to Center within thirty (30) days after completion of the audit or review. Center shall review and require resolution by Contractor of issues identified in the report that have an impact on Center services. Center shall take appropriate action, up to termination of vendorization, for lack of adequate resolution of issues. Center shall notify DDS of all qualified opinion reports, or reports noting significant issues that directly or indirectly impact Center services, within thirty (30) days after receipt, which notification shall include a plan for resolution of the issues.
- F. The requirements of this Section 12 do not apply to payments made using usual and customary rates, as defined by Title 17 for services provided by regional centers, or to State and local government agencies, the University of California, or California State University.
13. **Disclosure of Survey Results.** Contractor shall provide Center with information obtained from surveys, questionnaires or other Consumer satisfaction tools relevant to Center's Consumers within thirty (30) days of receiving the same. Contractor shall meet with Center, upon request, to discuss the results of said surveys, questionnaires or other Consumer satisfaction tools, and shall work cooperatively with Center to address any identified areas of deficiency.
14. **Notices.** Any and all notices or other correspondence required to be sent to the Parties shall be deemed delivered when personally delivered or mailed via certified mail, return receipt requested, as follows:
- | | |
|-------------|---|
| Center: | Executive Director
Valley Mountain Regional Center
P.O. Box 692290
Stockton, CA 95269-2290 |
| Contractor: | Terra Oehler
Learning Institute for Functional Education
5716 Pirrone Rd
Salida, CA 95368 |
15. **Compliance with Law.** Contractor shall comply with all applicable Federal, State and local laws and regulations in providing Services, expressly including, but not limited to, Titles 17 and 22 of the California Code of Regulations, and the California Welfare and Institutions Code. Contractor expressly acknowledges the applicability of the foregoing, and affirms that it and its employees, agents and everyone acting on Contractor's behalf, have read and agree to abide by the same. Contractor shall comply with the Service Provider Accountability Regulations as set forth in Sections 50601 through 50612 of Title 17. Although this Contract cites to particular laws and regulations, Contractor's obligation to comply with all applicable Federal, State and local laws and

regulations is not limited to the specific provisions cited herein. Nothing in this Contract shall be construed as excusing compliance with any existing or future laws or regulations.

16. **Consumer Privacy & Confidentiality.** The Parties shall abide by all applicable Federal, State and local laws and regulations concerning privacy and confidentiality of Consumer records, including, but not limited to, W&I Code Section 4514. The Parties further acknowledge, understand and agree to adhere to their responsibilities as “business associates” under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended, and regulations promulgated there under, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information at Section 45 of the Code of Federal Regulations, Parts 160 and 164 (“Privacy Regulations”). Accordingly, the Parties shall use Consumer health information only as needed to complete their responsibilities under this Contract and shall not use or disclose Consumer health information for any other purpose. Further, the Parties shall implement and maintain adequate administrative, technical and physical safeguards to prevent improper use or disclosure of such Consumer health information. As such, concurrently with its execution of this Agreement, Contractor shall execute the Business Associate Agreement, attached to this Agreement and incorporated herein as Exhibit E.
17. **Compliance with Center Policy.** Contractor agrees to comply with all Center policies and procedures as they pertain to Contractor’s provision of Services to Center’s Consumers, the administration of payments to Contractor, contracts, financial matters, record keeping and retention, and audits. All such policies and procedures are available for review by Contractor at Center’s office.
18. **Non-Discrimination.**
- A. **Provision of Services.** Contractor shall not discriminate in the provision of Services on the basis of race, color, creed, national origin, religion, sex, age or condition of physical or mental disability, or any other protected class. Contractor shall comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000d), as amended, rules and regulations promulgated pursuant thereto, and all Federal, State and local laws and regulations governing discrimination.
- B. **Employment.** Contractor shall not discriminate against any employee or applicant for employment, and shall take action to ensure that employees and applicants are treated equally without regard to their race, color, creed, national origin, religion, sex, age or condition of physical or mental disability, or any other protected class.
19. **Effect of Legal History.** People (including individuals, partnerships, group associations, corporations, institutions, or entities, and the officers, directors, owners, managing employees or agents thereof) with the following legal histories, within the previous ten (10) years, shall be ineligible to be a Contractor or Contractor’s employee:
- A. People convicted of the following crimes:
- 1) Any felony or misdemeanor involving fraud or abuse in any government program;
 - 2) Any felony or misdemeanor related to neglect or abuse of an elder or dependent adult or child; or
 - 3) Any felony or misdemeanor in connection with interference with, or obstruction of, any investigation into health care related fraud or abuse.
- B. People found liable for fraud or abuse in any civil proceeding.

- C. People that have entered into a settlement in lieu of conviction for fraud or abuse in any governmental program.
20. **Contractor Licensing.** Contractor affirms that it has obtained, and will maintain in good standing, all licenses and certificates required by all applicable Federal, State and local laws for the Services Contractor is providing. Contractor shall disclose, in writing, any past, present or pending revocation, denial or adverse action against any of Contractor's licenses or certificates within fifteen (15) days of receiving notice of such action.
21. **Contractor's Affirmation Regarding Program-Related Documents.** Contractor affirms that all fiscal and Services program-related documentation that has been provided to Center, and that will be provided to Center in the future is, and will be complete, accurate, supported by records and source documentation, prepared in accordance with Center's instruction, and available for inspection and audit by Center and DDS. Contractor affirms its understanding that payments made by Center to Contractor pursuant to this Contract will come from Federal and/or State funds, and any falsification or concealment of a material fact may be prosecuted under Federal and/or State laws.
22. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless, Center, DDS and the State of California, its officers, agents and employees, from and against any and all claims, losses, expenses, damages, injuries, liability and causes of action, of any nature whatsoever (collectively, "Claims"), that in any way accrues or results to Contractor, Center, DDS or the State of California and/or any of their employees, agents, attorneys, successors, assigns, subcontractors, materialmen, laborers or any other person, firm or entity that may be injured or damaged by any act, omission or negligence of Contractor and/or any of its employees, officers, directors, agents, or any person acting on Contractor's behalf in the performance of this Contract. This indemnification provision extends to include any and all costs or expenses, including, but not limited to, attorney's fees and expert fees incurred by Center, DDS and the State of California as the result of any such Claims, and shall survive termination of this Contract. Contractor's obligation to indemnify, defend and hold harmless as described herein shall apply regardless of whether Contractor has acted negligently or intentionally.
23. **Insurance.** Contractor shall procure and maintain, at its own expense, throughout the term of this Contract, a policy of personal liability insurance in the minimum amount of One Million Dollars (\$1,000,000), under which Contractor shall name Center as an additional insured. The "additional insured" portion of Contractor's insurance policy shall include the following language: "Such insurance as is afforded by the endorsement of the additional insured shall apply as primary insurance. Any other insurance maintained by Valley Mountain Regional Center, or its officers or employees, shall be in excess only, and shall not contribute to the insurance afforded by this endorsement." Contractor shall require its insurance company(ies) to notify Center of any renewal and/or cancellation of the insurance policy required by this Contract. Copies of Contractor's insurance policies and the required endorsements shall be provided to Center within five (5) calendar days after the insurance is obtained and after all renewals or cancellations of any policy. Failure by Contractor to maintain the insurance policy required by this Contract shall constitute grounds for immediate termination of this Contract.
24. **No Agency or Employment Relationship.** Nothing in this Contract shall be construed to create any type of agency or employment relationship between Center and Contractor. Contractor, its employees, agents, attorneys, successors, assigns, subcontractors, materialmen, laborers and any other person acting on Contractor's behalf shall act in an independent capacity, as an independent contractor, and not as an officer, employee or agent of Center, DDS or the State of California. Contractor, and all persons acting on Contractor's behalf, shall not hold themselves out as, nor

claim to be, an officer, employee or agent of Center, DDS or the State of California as a result of this Contract, and shall not make any application, claim or demand for any right or privilege applicable to any officer, employee or agent of Center, DDS or the State of California, including, but not limited to, unemployment insurance, disability insurance, worker's compensation insurance, or retirement benefits.

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

Center and DDS, and this Contract shall be modified by the Parties to the extent necessary to ensure compliance with the same.

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

Accepted and agreed to:

Valley Mountain Regional Center

Dated: _____

By: Anthony (Tony) Anderson

Its: Executive Director

Contractor

Learning Institute for Functional Education

(L.I.F.E.)

Dated: _____

By: Terra Oehler

Its: Owner

**EXHIBIT A – PV1662
ESAIP SERVICES**

1. Contractor is vendored by Center pursuant to Title 17 Section 54356. Client/Parent Support Behavior Intervention Training – Service Code 048.

Service Description: “A regional center shall classify a vendor as a Client/Parent Support/Behavior Intervention provider if the vendor provides behavior intervention services to include the use of behavior intervention programs, development of programs to improve the recipient's development, behavior tracking and analysis, and the fading of any intrusive intervention measures. The intervention programs will be restricted to generally accept positive approaches.”

- A. The service referred to above to be provided by Contractor is commonly referred to as “Early Start Autism Intervention Program (ESAIP),” which provides services to children 3 years or younger deemed at high risk for autistic spectrum disorder or diagnosed with autistic spectrum disorder.
2. Service Provision. Contractor shall provide ESAIP Services for Center’s Consumers in accordance with the following terms:
 - A. IFSP. Contractor shall provide ESAIP Services in accordance with the Consumer’s IFSP and shall follow documentation requirements as set forth in Chapter 1, Sub Chapter 6, Article 1 and Title 17, Chapter 3, Sub Chapter 2, Article 2 of Title 17 of the California Code of Regulations as applicable. All staff shall be properly trained as necessary to assure the adequacy of said documentation.
 - B. The ESAIP Services are defined, for purposes of the Contract, as follows:
 - 1) Children at risk for autistic spectrum disorder, for children with an ASD diagnosis or for children who demonstrate severe behavioral excesses:
 - a) Contractor will provide intensive behavioral intervention utilizing principles of Applied Behavior Analysis (ABA) as well as speech and language consultation as necessary.
 - b) Contractor will provide services in the home, community, and other natural environments to facilitate generalization and maintenance of learned skills.
 - c) Contractor will utilize behavioral specialists to provide consistent and comprehensive services to Early Start children who exhibit developmental deficits and behavioral excesses.
 - d) Contractor will provide mandatory and ongoing training in addition to parent goals to increase the parent’s ability to generalize and maintain learned skills outside of therapy sessions.
 - e) Contractor will participate in the California State Systemic Improvement Plan (SSIP) Take a Minute campaign.
 - C. Qualifications. Contractor providing direct services to Center’s consumers must possess at a minimum of a certification in a relevant field and be under the supervision of a Board Certified Behavior Analyst or Clinical Supervisor.

- D. Contractor shall submit to Center a list of its employees and their qualifications, and shall submit a copy of current, valid licenses/certifications prior to contract renewal or as staff changes occur.
- E. Contractor shall submit to Center proof of adequate professional liability insurance prior to contract renewal.
- F. All referrals of consumers to Contractor's services shall be made through the Center Designee only.
 - 1) VMRC Coordinator of Autism Services shall submit a referral packet to Contractor.
- G. Exit of consumers from Contractor's services will be per Planning Team decision.
- H. Center has relied upon the professional and specialized ability and training of Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all work will be performed in accordance with accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by Center shall not operate as a waiver or release.
- I. Contractor agrees that it shall submit an initial assessment report 30 days after start of service to Center's Designee. The report should reflect the consumer's present level of functioning in all developmental areas (self-help, cognitive, gross motor, fine motor, receptive/expressive communication and social). Reports should also include recommendations related to proposed Individual Family Service Plan (IFSP) skills/outcomes.
- J. Contractor shall develop proposed IFSP outcomes and training plans that address each consumer's specific needs in the developmental domains listed above in paragraph I. Such IFSP objectives shall be based on goals detailed in each consumer's Individual Family Service Plan developed by the Planning Team and written by the Center's service coordinator. Progress toward the agreed IFSP outcomes should be reviewed quarterly.
- K. Contractor shall consult with Center's Coordinator of Autism Services and the Service Coordinator before making or implementing any changes in IFSP objectives or training plans.
- L. Contractor will attend all IFSP meetings and review reports with the family and IFSP team.
- M. Contractor will submit an exit report when the child is 35 months of age to include an unstructured play observation.
- N. Services for ESAIP are provided in the family home in a designated quiet area with appointment times agreed upon between the provider and the family. Services may occur in an alternative environment such as the child's day care setting or in the community if the child's individual needs warrant as per IFSP team decision.
- O. Contractor shall submit to the Center an annual review of its effectiveness in relation to the Service Contract 90 days prior to expiration of this Contract. Center may verify report by review of Contractor's service records upon request. The annual review shall include:
 - 1) The ability of the Contractor to meet the needs of referred consumers.

- 2) Aggregate data on the number of consumers served.
 - 3) Aggregate data on the different types of consumers' needs encountered during service delivery.
 - 4) Outcomes in relation to the consumers' IFSPs.
 - 5) The degree to which consumers, legal representatives and regional center personnel were satisfied with the services.
 - 6) Percentage of Special Incident Reports submitted within the required timeframes.
- P. Contractor may obtain patents or copyrights for any inventions, materials, or other original works developed in the performance of this Contract with funds provided by Center, but Center shall have a royalty-free, non-exclusive, and irrevocable right and license to manufacture, reproduce, publish, distribute, or otherwise use, and to authorize others to use any such inventions, materials, or other original works for Center's purposes. Contractor further agrees that any profits derived from the manufacture, sale, publication, distribution, or use of any of the patentable copyrightable inventions, materials, or other original works developed in the performance of this Contract shall be promptly reported to the Center and used for the benefit of developmentally disabled persons of the State of California.

**EXHIBIT B – PV1662
RATE OF PAYMENT
ESAIP SERVICES**

1. Center shall pay Contractor at the following rate:
 - A. \$84.63 per hour.
 - B. This rate shall constitute the total amount of compensation for Contractor's performance of this Contract.
2. **\$1,380,000.00** is the maximum amount which can be paid by Center to Contractor under this Contract, unless otherwise agreed to in writing by the Parties.
3. Contractor attests that fiscal and program related documentation is complete, accurate to the best of Contractor's knowledge, supported by records and source documentation, prepared in accordance with instructions provided by the Department and subject to audit.
4. Both parties to this Contract have come to a full understanding and agreement of a specified method used to accumulate data contained in the Contractor's documentation. Contractor attests that it utilizes said specified methods.
5. Center has informed Contractor of the applicable and correct median rate for the services to be provided under this Contract.

**EXHIBIT C – PV1662
PROGRAM DESIGN**

**EXHIBIT A – PV1829
BIS SERVICES**

1. Contractor is vendored by Center pursuant to Title 17 Section 54342 to provide the following services:
 - A. Behavior Analyst – Service Code 612. Service Description: “Behavior Analyst means an individual who assesses the function of a behavior of a consumer and designs, implements, and evaluates instructional and environmental modifications to produce socially significant improvements in the consumer's behavior through skill acquisition and the reduction of behavior. Behavior Analysts engage in functional assessments or functional analyses to identify environmental factors of which behavior is a function. A Behavior Analyst shall not practice psychology, as defined in Business and Professions Code section 2903. A regional center shall classify a vendor as a Behavior Analyst if an individual is recognized by the national Behavior Analyst Certification Board as a Board Certified Behavior Analyst.”
 - B. Behavior Management Assistant – Service Code 615. Service Description: “A regional center shall classify a vendor as a behavior management assistant if the vendor designs and/or implements behavior modification intervention services under the direct supervision of a behavior management consultant; or if the vendor assesses the function of a behavior of a consumer and designs, implements, and evaluates instructional and environmental modifications to produce socially significant improvements in the consumer's behavior through skill acquisition and the reduction of behavior, under direct supervision of a Behavior Analyst or Behavior Management Consultant, and meets either of the following requirements: (A) Possesses a Bachelor of Arts or Science Degree and has either: 1. Twelve semester units in applied behavior analysis and one year of experience in designing and/or implementing behavior modification intervention services; or 2. Two years of experience in designing and/or implementing behavior modification intervention services. (B) Is registered as either: 1. A psychological assistant of a psychologist by the Medical Board of California or Psychology Examining Board; or 2. An Associate Licensed Clinical Social Worker pursuant to Business and Professions Code, Section 4996.18.”
 - C. Adaptive Skills Trainer – Service Code 605. Service Description: “A regional center shall classify a vendor as an adaptive skills trainer if the vendor possesses the skills, training and education necessary to enhance existing consumer skills. An adaptive skills trainer may also remedy consumer skill deficits in communication, social function or other related skill areas and shall meet the following requirements: (A) Possess a Master’s Degree in one of the following: education, psychology, counseling, nursing, social work, applied behavior analysis, behavioral medicine, speech and language, or rehabilitation; and (B) Have at least one year of experience in the design and implementation of adaptive skills training plans.”
 - D. The services referred to above to be provided by Contractor are commonly referred to as “Behavioral Instructional Services (BIS).”
2. Service Provision. Contractor shall provide this Behavioral Instructional Services for Center’s Consumers in accordance with the following terms:
 - A. IPP. Contractor shall provide Behavior Instructional Services in accordance with the Consumer’s IPP and shall follow documentation requirements as set forth in Chapter 1, Sub Chapter 6, Article 1 and Title 17, Chapter 3, Sub Chapter 2, Article 2 of Title 17 of the California Code of Regulations as applicable. All staff shall be properly trained as

necessary to assure the adequacy of said documentation. The Behavior Intervention Services are defined, for purposes of the Contract, as follows:

- 1) Assess the function of a behavior of a consumer
 - 2) Design, implement, and evaluate instructional and environmental modifications to produce socially significant improvements in the consumer's behavior through skill acquisition and the reduction of behavior.
 - 3) Provide functional assessments or functional analyses to identify environmental factors of which behavior is a function.
3. Qualifications. Contractor providing direct services to Center's consumers must possess certification as specified in Section 1, et seq. and maintain its currency.
 4. Contractor shall submit to Center a list of its employees and their qualifications, and shall submit a copy of current, valid certifications prior to contract renewal.
 5. Contractor shall submit to Center proof of adequate professional liability insurance prior to contract renewal.
 6. Contractor agrees to adhere to the Zero Tolerance Policy for Consumer Abuse or Neglect attached hereto as Exhibit D.
 7. All referrals of consumers to Contractor's services shall be made through the Center Designee only.
 8. Exit of consumers from Contractor's services will be per Planning Team decision.
 9. Center has relied upon the professional and specialized ability and training of Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all work will be performed in accordance with accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by Center shall not operate as a waiver or release.
 10. If applicable, Contractor agrees that it shall submit written reports on a monthly basis to the Center's Designee for individual consumers reflecting progress toward the agreed upon Individual Program Plan/Individual Family Service Plan (IPP/IFSP) objectives.
 11. If applicable, Contractor shall develop IPP/IFSP objectives and training plans that address each consumer's specific behavioral needs. Such IPP/IFSP objectives shall be based on goals detailed in each consumer's Individual Program Plan developed by the Planning Team and written by the Center's case manager(s).
 12. If applicable, Contractor shall consult with Center's Designee before making or implementing any changes in IPP/IFSP objectives or training plans.
 13. Contractor shall submit to the Center a Program Self-Evaluation of its effectiveness in relation to the Service Contract 90 days prior to expiration of this Contract. Center may verify report by review of Contractor's service records upon request. The Program Self-Evaluation shall include:
 - A. The ability of the Contractor to meet the needs of referred consumers.
 - B. Aggregate data on the number of consumers served.
 - C. Aggregate data on the different types of consumers' needs encountered during service delivery.
 - D. Outcomes in relation to the consumers' IPPs/IFSPs.

- E. The degree to which consumers, legal representatives and regional center personnel were satisfied with the services.
 - F. Percentage of Special Incident Reports that were submitted within the required timeframes.
14. Contractor may obtain patents or copyrights for any inventions, materials, or other original works developed in the performance of this Contract with funds provided by Center, but Center shall have a royalty-free, non-exclusive, and irrevocable right and license to manufacture, reproduce, publish, distribute, or otherwise use, and to authorize others to use any such inventions, materials, or other original works for Center's purposes. Contractor further agrees that any profits derived from the manufacture, sale, publication, distribution, or use of any of the patentable copyrightable inventions, materials, or other original works developed in the performance of this Contract shall be promptly reported to the Center and used for the benefit of developmentally disabled persons of the State of California.

**EXHIBIT B – PV1829
RATE OF PAYMENT
BIS SERVICES**

1. Compensation. Center shall pay Contractor at the following rates for Behavioral Instructional Services:
 - A. Center shall pay Contractor at the rate of \$52.82 per direct service hour for services provided by qualified Behavior Analysts.
 - B. Center shall pay Contractor at the rate of \$41.08 per direct service hour for services as a Behavior Management Assistant, including, report preparation time in connection with such services.
 - C. Center shall pay Contractor at the rate of \$46.44 per direct service hour for services provided by qualified Adaptive Skills Trainers.
 - D. All Associate Behavior Analysts and Behavior Management Assistants shall be under the direct supervision of a Behavior Analyst or Behavior Management Consultant.
 - E. Supervision. In addition to direct service hours, a Behavior Management Consultant or Behavior Analyst may not bill more than five (5) hours per consumer with an authorization for forty (40) hours, and not more than eight (8) hours per consumer with an authorization for sixty (60) hours, and not more than ten (10) hours per consumer with an authorization for eighty (80) hours, for time spent supervising the Associate Behavior Analyst or Behavior Management Assistant working with the consumer.
 - F. Mileage. Mileage will be paid at the rate of \$0.50 per mile for ongoing in-home visits only.
 - 1) Mileage (for authorization purposes) is calculated based on the Contractor's address to the consumer's home - roundtrip.
 - 2) Mileage is reimbursed for on-going home visits.
 - 3) Mileage is reported on the home billing record for each visit.
 - 4) Mileage is calculated as follows:
 - a) From the office to point A –mileage is reported for Consumer A.
 - b) The next visit is from point A to point B – mileage is reported for Consumer B.
 - c) The last visit of the day is from point B to point C and back to the office; mileage for Consumer C is from point B to C plus the mileage back to the office.
 - G. These rates shall constitute the total amount of compensation for Contractor's performance of this Contract.
 - H. All Behavioral Instructional Services provided, including mileage, must be documented using the "Parental Verification for Receipt of Behavioral Services" Form (DDS Form DS 5862) and must be signed by the consumer's parent/legal guardian. The form is available on Center's web site at www.vmmc.net or on the DDS web site at www.dds.ca.gov/Forms.
 - I. The rates stated in Section 1, et seq. are inclusive of any travel time.

- J. Contractor agrees not to bill any other funding source for services provided to Consumers under the terms of this Contract.
2. **\$200,000.00** is the maximum amount which can be paid by Center to Contractor under this Contract, unless otherwise agreed to in writing by the Parties.
 3. Contractor attests that fiscal and program related documentation is complete, accurate to the best of Contractor's knowledge, supported by records and source documentation, prepared in accordance with instructions provided by the Department and subject to audit.
 4. Both parties to this Contract have come to a full understanding and agreement of a specified method used to accumulate data contained in the Contractor's documentation. Contractor attests that it utilizes said specified methods.
 5. Center has informed Contractor of the applicable and correct median rate for the services to be provided under this Contract.

EXHIBIT D ZERO TOLERANCE POLICY

1.0 STATEMENT OF PURPOSE

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

2.0 DEFINITIONS

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

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

3.0 PRINCIPALS, GUIDELINES

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

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

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

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

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

REPORTING PROCEDURES

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

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

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

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

- San Joaquin County (209)468-2202 or (888)800-4800
- Stanislaus County (800)336-4316
- Amador County (209)223-6550 or (209)223-1075 (After Hours)
- Calaveras County (209)754-6452 or (209)754-6500 (After Hours)
- Tuolumne County (209)768-7753 or (209)533-HELP (4357) (After Hours)

Ombudsman’s Offices:

- San Joaquin (209)468-3785
- Stanislaus (209)529-3784

- Amador (209)532-7632
- Calaveras (209)532-7632
- Tuolumne (209)532-7632

EXHIBIT E
BUSINESS ASSOCIATE AGREEMENT

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

This POS Independent Contractor Contract ("Contract") is entered into this 1st day of September, 2022, in the City of Stockton, County of San Joaquin, State of California, by and between Valley Mountain Regional Center, Inc. ("Center") and People's Care Northern California, LLC. dba People's Care Willora ("Contractor"). Each party to this Contract shall be referred to individually as "Party" and collectively as "Parties." This Contract shall be effective on and after the date in which both Parties sign it ("Effective Date").

RECITALS

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

AGREEMENT

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

- D. "Individual Service Plan" or "ISP" means an individualized plan generated for each Consumer to detail exactly how to meet the goals set forth in the IPP.
 - E. "Internal Grievance Procedure" means the written set of procedures, established pursuant to W&I Code Section 4705(a), a vendor uses to achieve the communication and resolution of Consumer dissatisfaction.
 - F. "Planning Team," also known as Interdisciplinary (ID) Team, means the group of persons convened in accordance with the W&I Code Section 4646 for the purpose of preparing a Consumer's IPP.
 - G. "Record" means any book, document, writing, whether tangible, or in an electronic format, evidencing operational, financial or service activities of a service provider such as Contractor, or Center, or pertaining to the service program and/or the provision of services to persons with developmental disabilities.
 - H. "Service" means assistance provided and duties performed by a Vendor for a Consumer, as described in Exhibit A.
 - I. "Service Coordinator" means the individual specified in W&I Code Section 4648(a) as the person with the responsibility for implementing, overseeing, and monitoring a Consumer's IPP and for maintaining the Consumer's case management or service coordination file. Service Coordinator is synonymous with Center case manager, counselor or client program coordinator.
 - J. "Service Design," also known as Program Design, means a written description of the service delivery capabilities and orientation developed, maintained, and implemented by a Vendor in compliance with the rules and regulations.
 - K. "Special Incident Report" is the documentation prepared by Vendor staff or long-term health care facility staff detailing a special incident and provided to Center and appropriate law enforcement authorities.
 - L. "Vendor" means an applicant which has been given a Vendor identification number and has completed the Vendorization process set forth in Section 54302, *et seq.* of Title 17.
 - M. "Vendorization" means the process used to:
 - 1) Verify that an applicant meets all of the requirements and standards pursuant to Section 54320 of Title 17 prior to the provision of Services to Consumers; and,
 - 2) Assign Vendor identification numbers, service codes and sub-codes, for the purpose of identifying Vendor expenditures.
3. **Purpose of Contract.** The purpose of this Contract is to outline the obligations and duties of Contractor in providing the Services described in Exhibit A to Consumers and the means and process by which Contractor shall be compensated for said Services.
4. **Term of Contract.** This Contract shall commence on the 1st day of September, 2022 ("Commencement Date"), and shall terminate at midnight on the 31st day of August, 2023 ("Termination Date"), unless renewed by the Parties, or terminated earlier, pursuant to the terms of this Contract. Center shall not be required to compensate Contractor for Services performed by Contractor prior to Contractor's receipt of a written Authorization to Purchase Services from

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

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

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

B. Special Incident Reporting Requirements.

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

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

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

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

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

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

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

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

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

9. Record Preparation and Retention Obligation.

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

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

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

10. Access to Contractor Records and Facilities.

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

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

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

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

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

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

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

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

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

Contractor: Michael Kaiser
People's Care Northern California, LLC
13920 City Center Dr., Ste. 290
Chino Hills, CA 91709

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

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

administrative, technical and physical safeguards to prevent improper use or disclosure of such Consumer health information. As such, concurrently with its execution of this Agreement, Contractor shall execute the Business Associate Agreement, attached to this Agreement and incorporated herein as Exhibit E.

17. **Compliance with Center Policy.** Contractor agrees to comply with all Center policies and procedures as they pertain to Contractor's provision of Services to Center's Consumers, the administration of payments to Contractor, contracts, financial matters, record keeping and retention, and audits. All such policies and procedures are available for review by Contractor at Center's office.

18. **Non-Discrimination.**

- A. **Provision of Services.** Contractor shall not discriminate in the provision of Services on the basis of race, color, creed, national origin, religion, sex, age or condition of physical or mental disability, or any other protected class. Contractor shall comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000d), as amended, rules and regulations promulgated pursuant thereto, and all Federal, State and local laws and regulations governing discrimination.
- B. **Employment.** Contractor shall not discriminate against any employee or applicant for employment, and shall take action to ensure that employees and applicants are treated equally without regard to their race, color, creed, national origin, religion, sex, age or condition of physical or mental disability, or any other protected class.

19. **Effect of Legal History.** People (including individuals, partnerships, group associations, corporations, institutions, or entities, and the officers, directors, owners, managing employees or agents thereof) with the following legal histories, within the previous ten (10) years, shall be ineligible to be a Contractor or Contractor's employee:

- A. People convicted of the following crimes:
- 1) Any felony or misdemeanor involving fraud or abuse in any government program;
 - 2) Any felony or misdemeanor related to neglect or abuse of an elder or dependent adult or child; or
 - 3) Any felony or misdemeanor in connection with interference with, or obstruction of, any investigation into health care related fraud or abuse.
- B. People found liable for fraud or abuse in any civil proceeding.
- C. People that have entered into a settlement in lieu of conviction for fraud or abuse in any governmental program.

20. **Contractor Licensing.** Contractor affirms that it has obtained, and will maintain in good standing, all licenses and certificates required by all applicable Federal, State and local laws for the Services Contractor is providing. Contractor shall disclose, in writing, any past, present or pending revocation, denial or adverse action against any of Contractor's licenses or certificates within fifteen (15) days of receiving notice of such action.

21. **Contractor's Affirmation Regarding Program-Related Documents.** Contractor affirms that all fiscal and Services program-related documentation that has been provided to Center, and that will be provided to Center in the future is, and will be complete, accurate, supported by records

and source documentation, prepared in accordance with Center's instruction, and available for inspection and audit by Center and DDS. Contractor affirms its understanding that payments made by Center to Contractor pursuant to this Contract will come from Federal and/or State funds, and any falsification or concealment of a material fact may be prosecuted under Federal and/or State laws.

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

to obtain equipment financing, and if, and only if, such factoring or assignment is not otherwise prohibited by law. Any such factoring or assignment shall not be effective unless approved by Center, in writing, which approval shall not be unreasonably withheld.

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

documents a negotiated agreement and it shall not be construed or interpreted in favor of either Party due to the fact that one of the Party's attorneys drafted this Contract.

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

Accepted and agreed to:

Valley Mountain Regional Center

Dated: _____

By: Anthony (Tony) Anderson
Its: Executive Director

Contractor
People’s Care Northern California, LLC.

Dated: _____

By: Michael Kaiser
Its: President/Chief Executive Officer

EXHIBIT A
SERVICES – HV0447

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

“A regional center shall classify a vendor as a Specialized Residential Facility provider if the vendor provides 24-hour care and supervision to consumers whose needs cannot be appropriately met within the array of other community living options available.”

2. Additional Definitions.

- A. “Direct Care Staff” means staff that personally provide hands-on training provided by the vendor in accordance with the requirements of consumers’ Individual Program Plan and the provisions of Title 17, Section 56722 of California Code of Regulations, and who are involved in program preparation functions in accordance with the provisions of Title 17, Section 54302(a)(23).
- B. “Generic Agency” means any agency which has a legal responsibility to serve all members of the general public and which is receiving public funds for providing such services.
- C. “Natural Environments” means places and social contexts commonly used by individuals without disabilities.
- D. “Person Centered Planning” means an approach to determining, planning for, and working toward the preferred future of a person with developmental disabilities and her or his family.

3. Specific Consumer Services.

- A. Contractor agrees to provide Specialized Residential Facility services at the location of 949 Willora St. Stockton, CA 95207.
- B. People’s Care Willora is a Specialized Residential Facility for developmentally disabled male and/or female adults who have a history of requiring enhanced supervision, behavior management, and ongoing management and monitoring medications.
- C. People’s Care Willora will be vendored for a total of five (5) private beds; facility is licensed to serve ambulatory consumers and up to two non-ambulatory consumers.
- D. Contractor will provide environments for residents who require privacy and quiet to assist in mitigating behavioral outbursts.
- E. Contractor agrees to provide an adequate number of appropriate clinical professionals, including the required psychiatric consultant, and qualified direct service providers to support residents who are behaviorally challenged.
- F. Contractor will utilize Person-Centered Planning and Dialectical Behavior Therapy, Positive Support Plans, Supported Routines, and self-help training for issues relating to mental/physical health. Contractor further agrees to assist those consumers who need support with forensic and substance abuse issues.

- G. Contractor further agrees to provide Specialized Therapeutic Services, Service Code 117, Licensed Vocational Nurse services for M. De Jesus, UCI#1913276 only, as per IPP Objectives.
- H. Contractor agrees to provide services in accordance with Contractor's Program Design attached hereto as Exhibit C and incorporated herein by reference.
- I. Contractor agrees to adhere to the Zero Tolerance Policy for Consumer Abuse or Neglect attached hereto as Exhibit D.
- J. Refusal to accept a referral is limited to individuals who are judged to be beyond the scope of the "target population" contained in the approved program design (Exhibit C).
- K. Contractor hereby warrants that all work will be performed in accordance with accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws.
- L. Contractor agrees that this facility shall be operated in accordance with Title 17, Division 2 of the California Code of Regulations concerning services for persons with developmental disabilities, Title 22, Division 6 of the California Code of Regulations concerning licensure of community care facilities, and Center's "Best Practice in Licensed Residential Services."
- M. Contractor agrees that its Administrator shall be in the facility providing supervision of direct care staff and the program of services no less than 20 hours per week as required by Center's Best Practice in Licensed Residential Services.
- N. Contractor acknowledges that Contractor does not obtain by this Contract a guarantee and/or a vested right to have any particular consumer(s) and/or any number of consumers assigned, transferred or sent to Contractor under this Contract other than the number(s) specified in Section 1 of this Contract. Further, Contractor shall not limit and/or interfere with Center's right under Title 17 regulations to secure for any consumer served by Contractor additional and/or alternative services which the consumer's Planning Team has determined as needed.
- O. Contractor is to provide appropriate personnel and equipment to perform the services contracted for herein.
 - 1) Contractor agrees to follow IPP documentation requirements as stated in Title 17, California Code of Regulations, Sections 56022 and 56026, and to provide such training to its staff as needed to assure adequacy of documentation.
 - 2) Contractor agrees to follow person centered planning philosophies as published by DDS for consumers receiving services, and to provide and/or procure such training as needed to ensure adequate staff participation in person centered planning.
 - 3) Contractor agrees to notify consumers, service coordinators, care providers, and other significant persons of annual review staffings in advance. Center agrees to notify Contractor of annual or IPP meetings in advance.
 - 4) Contractor agrees that it shall submit written quarterly reports to the Center's case management staff for individual consumers reflecting progress toward the

agreed upon Individual Program Plan/Individual Family Service Plan (IPP/IFSP) objectives.

4. Authorization to Purchase Services Required.

- A. Contractor may not initiate any Services for Consumers until it has received a duly executed Authorization to Purchase Services from Center. Center will not be responsible for any services performed without written authorization.
- B. Program Managers and the After-Hours Response team are the only Center staff who are designated to give verbal authorization for services or to provide additional services beyond the authorized hours.
- C. Verbal authorization must be followed up within 15 days from the initiation of the requested services by a formal letter of request by the Contractor in order to receive a duly executed Authorization to Purchase Services from the Center.
- D. Contractor must maintain separate records to support direct service billing for each consumer served and indirect or administrative billing performed during the course of providing services.

5. Contractor Staff.

- A. Contractor hereby warrants that all work will be performed in accordance with accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws.
- B. Contractor shall contract directly with its staff and shall provide all staff necessary to perform the Services for each Consumer to whom Contractor has agreed to provide services.
- C. Contractor's staff shall be employees of Contractor. Contractor shall be solely responsible for procuring liability insurance for all staff, for payment of any and all applicable unemployment insurance, disability insurance, worker's compensation insurance, federal and state taxes, benefits, and any other required withholdings for all staff.
- D. Contractor shall comply with all applicable laws and regulations regarding the hiring, retention, training, licensure and certification of Direct Care Staff and personnel.
- E. Contractor certifies that all direct care staff providing services under this Contract hold necessary certification and/or licenses required by Title 17, California Code of Regulations and/or Title 22, California Code of Regulations or other pertinent State or Federal regulations.
 - 1) Contractor agrees that all direct care staff providing services under this Contract shall be currently certified to provide first aid, Cardiopulmonary Resuscitation, and any other emergency services required by law or regulation.
 - 2) Contractor shall provide to all direct care staff providing services under this Contract continuing education training on the needs of developmentally disabled persons relevant to the accepted program design (Exhibit C) as per Title 17 Section 56038 et seq. Center may assist in such in-service training if requested to do so by Contractor. Contractor shall provide to Center proof of in-service training upon request.

- F. Contractor agrees that all staff or volunteers having contact with consumers under this Contract will have cleared a fingerprint/background check that includes the Department of Justice prior to employment and contact with consumers. The Contractor will:
- G. Staff Background Checks.
- 1) Contractor shall require all staff providing Services having contact with Consumers under this Contract to have cleared a fingerprint /background check that includes the Department of Justice prior to having any contact with Consumers, and annually thereafter, unless clearance is sought through the Department of Social Services or the TrustLine Registry, which includes automatic checks for subsequent arrests. Contractor shall provide Center, upon request, with proof of the fingerprint clearance.
 - 2) Contractor shall require individuals to submit references from prior employers and/or volunteer organizations. Contractor shall verify the accuracy of these references and document the verification in the employee/volunteer personnel file.
 - 3) Contractor, within the scope of and direction of Contractor's agency exclusively, agrees to develop, retain, and implement employment policies and programs to encourage and promote Contractor's employee fitness during performance of service delivery tasks connected with the intended beneficiaries (Center's consumers) within Contractor's program design, California Code of Regulations Title 17 and Title 22 and Direct Support Professional requirements satisfying the principal purpose of "agreement" between Center and Contractor.

EXHIBIT B
RATE OF PAYMENT – HV0447

1. Center shall pay Contractor at the following Negotiated rate:
 - A. \$15,921.89 per consumer per month, inclusive of SSI.
 - B. \$57.12 per hour for Service Code 117, Licensed Vocational Nurse services for M. De Jesus, UCI# 1913276 only, as needed per IPP Objectives.
 - C. These rates shall constitute the total amount of compensation for Contractor's performance of this Contract.
2. **\$886,916** is the maximum amount which can be paid by Center to Contractor under this Contract, unless otherwise agreed to in writing by the Parties.
3. Contractor attests that fiscal and program related documentation is complete, accurate to the best of Contractor's knowledge, supported by records and source documentation, prepared in accordance with instructions provided by the Department and subject to audit.
4. Both parties to this Contract have come to a full understanding and agreement of a specified method used to accumulate data contained in the Contractor's documentation. Contractor attests that it utilizes said specified methods.
5. Center has informed Contractor of the applicable and correct median rate for the services to be provided under this Contract.

EXHIBIT C
PROGRAM DESIGN

EXHIBIT D ZERO TOLERANCE POLICY

1.0 STATEMENT OF PURPOSE

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

2.0 DEFINITIONS

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

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

3.0 PRINCIPALS, GUIDELINES

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

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

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

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

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

REPORTING PROCEDURES

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

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

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

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

- San Joaquin County (209)468-2202 or (888)800-4800
- Stanislaus County (800)336-4316

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

Ombudsman's Offices:

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

Contractor: People's Care Northern California, LLC.

Vendor No: HV0447

Page: 28 of 28

EXHIBIT E
BUSINESS ASSOCIATE AGREEMENT

Contract Summary and Board Resolution

Valley Mountain Regional Center's Board of Directors reviewed the contracts below in June 2022 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 in June 2022 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	\$ 2,280,000
2 Central Valley Training Center S29378 515	\$ 3,100,000
3 Central Valley Training Center SV0023 017	\$ 1,500,000
4 Central Valley Training Center SV0009 515	\$ 3,120,000
5 Central Valley Training Center HV0503 515	\$ 3,100,000
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 S29395 515	\$ 4,680,000
10 Person Centered Services SV0010 896	\$ 1,560,000
11 Person Centered Services HV0421 055	\$ 721,127
12 Person Centered Services HV0396 515	\$ 700,000
13 Turlock Area SLS SV0021 896	\$ 375,000
14 All-4-U SV0011 896	\$ 1,320,000
15 Behavior Matters, LLC PV1597 048	\$ 681,922
16 First Steps, LLC PV1515 116	\$ 525,000
17 McCray Psychological Services PV1893 785	\$ 600,000
18 Options Forward SV0018 896	\$ 2,400,000
19 People's Care Willora HV0447	\$ 886,916
20 Valley CAPS PV0118 110	\$ 289,112
21 Valley CAPS H07649 515	\$ 2,614,146
22 Valley CAPS HV0299 515	\$ 1,976,798
23 Valley CAPS HV0094 505	\$ 613,116
24 Watch Resources, Inc. S29382 510	\$ 1,631,727
25 Watch Resources, Inc. S29381 896	\$ 660,000
26 Watch Resources, Inc. 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