



VMRC Finance Committee Meeting

Wednesday, February 14, 2024, 5:30 PM

Valley Mountain Regional Center, Stockton Office, Cohen Board Room and via Microsoft Teams
(Hybrid)



Meeting Book - VMRC Finance Committee Meeting

Finance Committee Meeting

A. Call to Order, Roll Call, Review of Meeting Agenda
Alicia Schott

B. Review and Approval of the Finance Committee Meeting Minutes of January 10, 2024
Alicia Schott

Action

C. Approval of Contracts over \$250,000
Corina Ramirez and Myra Montejano

Action

D. Fiscal Department Update
Melissa Stiles

1. Contract Status Report (CSR)

Action

2. Purchase of Services (POS) Expenditures

3. Operations Expenditures

E. Next Meeting - Wednesday, March 13, 2024, 6:30 PM, Hybrid
(Stockton Office Cohen Board Room and Via Microsoft Teams)
Alicia Schott

F. Adjournment
Alicia Schott



Minutes for VMRC Finance Committee Meeting

01/10/2024 | 05:30 PM - 06:30 PM

Valley Mountain Regional Center, Stockton Office, Cohen Board Room and via TEAMS Video Conference

Committee Members Present: Alicia Schott, Lisa Utsey, Linda Collins, Margaret Heinz, Jose Lara

Committee Members Not Present: Suzanne Devitt and Connie Uychutin

VMRC Staff Present: Melissa Stiles, Christine Couch, Corina Ramirez, Tara Sisemore-Hester, Evelyn Solis, Aaron McDonald, Bud Mullanix, Gabriela Lopez, Brian Bennett

Others Present: Rachelle Munoz (facilitator), Irene Hernandez (interpreter), Isela Bingham (interpreter), Lynda Mendoza

A. Call to Order, Roll Call, Review of Meeting Agenda

Alicia Schott called the meeting to order at 5:35pm. Roll was taken and a quorum was established. The Meeting Agenda was reviewed with no changes.

B. Review and Approval of the Finance Committee Meeting Minutes of November 8, 2023

Jose Lara made a motion to approve the Finance Committee Meeting Minutes of 11/08/2023. Margaret Heinz seconded the motion. The Finance Committee Meeting Minutes of 11/08/2023 were approved unanimously.

C. Approval of Contracts over \$250,000

Corina Ramirez reviewed the Contracts over \$250,000 that expire 02/28/2024 and answered any questions that the Finance Committee members had. Corina also presented on a contract that was added, Denali Home.

Lisa Utsey made a motion to approve the Contracts over \$250,000 as presented. Linda Collins seconded the motion. The Contracts over \$250,000 were approved.

D. Fiscal Department Update

1. Melissa Stiles reviewed the Contract Status Report (CSR) as of November 30, 2023, and answered any questions that the committee members had. The reports were mislabeled as December 30, 2023.

No action was taken due to the mislabeled reports in the Finance Committee Meeting packet.

2. Melissa Stiles reviewed the Purchase of Service (POS) Expenditures. She answered any questions that the committee members had.
3. Melissa Stiles reviewed the operations (OPS) Expenditures and answered any questions that the committee members had.

E. Next Meeting - Wednesday, February 14, 2024, 5:30 PM Hybrid (Stockton Office Cohen Board Room and Via Zoom Video Conference)

F. Adjournment

Contract Board Approval Report

Contracts Expiring:
3/31/2024

VendorNumber	VendorName	SrvcCode	VendorCategory
PV1747	Baby Moves, Inc.	116	Early Start Specialized Therapeutic Services

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$1,390,000	4/1/2023	3/31/2024	Tara Sisemore-Hes	Early Start

Rate

\$138.25/hr-Home Visits; \$188.84/discipline-Intake Elig Evals & Clinical Spec Asmnts; \$208.08/Intake Elig Eval w/Family Asmnt; \$376.61/PT-OT DME Eval; \$0.505/mile-Home Visits.

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	
\$1,680,000	4/1/2024	3/31/2025	Auto Renew Amend	Increase NTE\$		20.86%

PropRate

\$138.25/hr-Home Visits; \$188.84/discipline-Intake Elig Evals & Clinical Spec Asmnts; \$208.08/Intake Elig Eval w/Family Asmnt; \$376.61/PT-OT DME Eval; \$0.505/mile-Home Visits.

VendorNumber	VendorName	SrvcCode	VendorCategory
HV0361	Choice Harney Home K.G. Harney Creek, Inc.	113	Specialized Residential Facility (Habilitation)-DSS-Lice

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$863,420	4/1/2023	3/31/2024	Brian L Bennett	Community Svcs

Rate

\$13,296.70/cons/month

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	
\$863,420	4/1/2024	3/31/2025	Auto Renewal	Extend Contract		0.00%

PropRate

\$13,296.70/cons/month

VendorNumber	VendorName	SrvcCode	VendorCategory
PV1740	Synergy Behavior Consultants, Inc. ESAIP	48	Client/Parent Support Behavior Intervention Training

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$1,400,000	4/1/2023	3/31/2024	Tara Sisemore-Hes	ES

Rate

\$84.63 per hour

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	
\$1,400,000	4/1/2024	3/31/2025	Auto Renewal	Extend Contract		0.00%

PropRate

\$84.63 per hour

Contract Board Approval Report

Contracts Expiring:
3/31/2024

VendorNumber	VendorName	SrvcCode	VendorCategory
S29365	Victor Learning Center Alvarado	515	Behavior Management Program

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$3,000,000	4/1/2023	3/31/2024	Brian L Bennett	Community Svcs
Rate				
\$129.69/cons/day (DDS-set rate); \$1.92/hr for non-mobile consumers.				

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	36.67%
\$4,100,000	4/1/2024	3/31/2025	Auto Renew Amend	Extend Contract		
PropRate						
\$129.69/cons/day (DDS-set rate); \$1.92/hr for non-mobile consumers.						

Contract Board Approval Report

Contracts Expiring:
4/30/2024

VendorNumber	VendorName	SrvcCode	VendorCategory
PV3196	Mylestones		48 Client/Parent Support Behavior Intervention Training

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$240,000.00	5/1/2023	4/30/2024	Tara Sisemore-Hes	Early Start
Rate				
\$126.77/hr				

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:
\$660,000.00	11/1/2023	4/30/2024	Amendment	Increase NTE\$
PropRate				
\$126.77/hr				

BOD Approval Date:

Contract Summary and Board Resolution

Valley Mountain Regional Center's Board of Directors reviewed the contracts below 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 Stockton, CA 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 Baby Moves, PV1747 116	\$ 1,680,000
2 Choice Harney Home, HV0361 113	\$ 863,420
3 Synergy Behavior Consultants, Inc., PV1740 048	\$ 1,400,000
4 Victor Learning Center, S29365 515	\$ 4,100,000
5 Milestones, PV3196 048	\$ 660,000

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

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

Lisa Utsey, Board Secretary

Date

**INDEPENDENT CONTRACTOR AGREEMENT FOR
TRANSPORTATION SERVICES
BETWEEN
VALLEY MOUNTAIN REGIONAL CENTER
AND
CENTRAL VALLEY ADULT CARE LLC**

VENDOR NUMBER: HV0733 / PV4102

SERVICE CODE: 880/882

TERM: March 1, 2024 through June 30, 2027

Contract Signatory: John Oraham, Director

Alternate Contact: John Nisan, Director

**Address: 1208 Floyd Avenue, Building A
Modesto, CA 95356**

Email Address: office@cvadultcare.com

Phone Number: (209) 432-2822

[DRAFT, PENDING VMRC B.O.D. APPROVAL]

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**VALLEY MOUNTAIN REGIONAL CENTER
INDEPENDENT CONTRACTOR
AGREEMENT FOR TRANSPORTATION SERVICES
(Service Code 880 and 882)**

This TRANSPORTATION SERVICES AGREEMENT (this “Agreement”), dated for reference purposes only as of **March 1, 2024**, is entered into by and between **VALLEY MOUNTAIN REGIONAL CENTER, INC.**, California Not-For-Profit Corporation (“the CENTER”), and **CENTRAL VALLEY ADULT CARE LLC**, a California For-Profit Corporation, (“the CONTRACTOR”), in accordance with the following facts:

RECITALS

A. Individuals served by the CENTER are persons with developmental disabilities. The CONTRACTOR will be providing services to individuals who are served by the CENTER under Vendor Number HV0733 and Service Code 880 ("Transportation - Additional Component") and Vendor Number PV4102 for Service Code 882 (“Transportation - Assistant”).

B. As a provider of transportation services, as an Additional Component, the CONTRACTOR is responsible to transport individuals served by the CENTER, to and from their day programs pursuant to separate vendorization from its primary service.

C. The purpose of this Agreement is to document the CONTRACTOR’s and the CENTER’s rights and obligations relating to such transportation services, and to ensure the CONTRACTOR acts safely in loading, transporting, and unloading individuals served by the CENTER.

THEREFORE, based on the above Recitals, the CENTER and the CONTRACTOR agree as follows:

1. **DEFINITIONS**

1.1 “Actual Times” means the combined total of (1) Deadhead Times (defined below) and (2) actual times traveled during Vehicle Service Hours (defined below) which encompass an entire vehicle route or route portion in connection with the CONTRACTOR’s providing of Transportation Services.

1.2 “Transportation Broker” (or “Broker/Designee”) refers to a separate vendored service provider with which the CENTER contracts for specified transportation functions that also relate to this Agreement. The Broker’s services commonly include the establishment and maintenance of a transportation database, planning and scheduling of trips for individuals served, route design and maintenance, direct contacts with individuals and their families, and resolution of complaints or operational problems which may impact safety, quality and/or cost effectiveness. For purposes of this Agreement, the CENTER may additionally delegate to the Broker any function otherwise reserved to the CENTER if not specifically listed herein.

1.3 “Deadhead Time” means the amount of time (1) between the point where a vehicle leaves the parking yard (or other starting location for that day) on a route for the purpose of Transportation Services, and the point where the vehicle picks up the first individual served and (2) between the point where the vehicle drops off the last individual, and the point where the vehicle returns to the parking yard or other ending location for that day (including travel to and from refueling stations if a part of the route).

1.4 “DDS” is the Department of Developmental Services for the State of California.

1.5 “Special Incidents” are defined by Title 17, Sections 54302(a)(53) and (62), and include but are not limited to the following events in which individuals are involved:

1.5.1 Any incident involving a serious bodily injury when the individual is under the care and supervision of the CONTRACTOR;

1.5.2 Any incident in which an individual is missing when the individual is under the care and supervision of the CONTRACTOR, and sufficient time has passed (but in any event not to exceed 24 hours) so that a missing persons report is required by law to be filed concerning the individual; and

1.5.3 The death of any individual, regardless of cause or living arrangement.

1.6 “Title 17” refers generally (or specifically as cited) to the California Code of Regulations, Title 17, Division 2 (Department of Developmental Services).

1.7 “Transportation Attendant or Aide” means a person who assists and monitors regional center individuals while they are receiving transportation service. The addition of Attendant services is at the sole discretion of the CENTER and authorization must be provided prior to implementation via the BROKER.

1.8 “Transportation Aide Hours” is calculated on a “live” time basis using the same definition criteria at item 1.10, Vehicle Service Hours.

1.9 “Transportation Services” means the CONTRACTOR’s conveyance of individuals served, including boarding, and exiting the vehicle.

[NO FURTHER TEXT ON THIS PAGE]

1.10 “Vehicle Service Hours” (which will be calculated on a “live” time basis) is defined as the time from the point of the first individual pick-up to the last individual drop-off on any given portion of the CONTRACTOR’s daily route assignment. Any time traveled during which individuals are not aboard a bus will be considered Deadhead Time. However, any such Deadhead Time that is traveled between dropping off an individual on one portion of a route and picking up an individual on a subsequent portion of the same route, and that is less than 61 minutes in duration, will be included in the Vehicle Service Hours calculation. Any Deadhead Time traveled of 61 minutes or more between portions of a route will be considered as unpaid time. Deadhead Time traveled from the bus yard or parking location to the first pick-up and from the last drop-off back to the bus yard or parking location, will not be included in the Vehicle Service Hours calculation.

2. TERM AND SCOPE OF WORK

2.1 This Agreement shall terminate on the earlier of (1) **June 30, 2027**, or (2) the date the Primary Service is no longer provided by the CONTRACTOR or (3) the date the CONTRACTOR no longer provides Transportation Services to individuals served by the CENTER or (4) on ninety (90) days written notice by either party to the other, with or without cause.

2.2 The CONTRACTOR shall, at the times and locations specified by the CENTER and in this Agreement, provide safe and reliable Transportation Services for authorized individuals who reside in the CENTER’s service area.

2.3 If CONTRACTOR provides services with permission of the CENTER beyond the expiration date of this Agreement, this Agreement shall become a month-to-month contract until a new transportation agreement, including a new vehicle service hour rate, is executed.

2.4 In accordance with Title 17, Section 50608 (Contract Duties and Responsibilities), CONTRACTOR agrees that the level of services provided pursuant to this Agreement shall, at a minimum, be consistent with the provisions of this Agreement and with any other Program Description required by the CENTER, as well as with any other program-related documentation relied upon by the CENTER or the DDS in establishing the rates of payment for the services to be provided in this Agreement. Any such Program Description shall be a part of this Agreement and shall comply with the provisions of Title 17, Section 50608(a) (2).

[NO FURTHER TEXT ON THIS PAGE]

3. ADMINISTRATION AND REPORTING

3.1 The CONTRACTOR shall administer services in accordance with the provisions of this Agreement, maintain records and provide the Center with reports of individual ridership, service and performance as indicated in this Agreement, in order to enable the CENTER to monitor and evaluate the performance of the CONTRACTOR's services pursuant to this Agreement. The CENTER reserves the right and option from time to time to delegate some or all of its monitoring and evaluation rights under this Agreement to R&D Transportation Services, Inc. or any other transportation broker, as the CENTER's Broker, and the CONTRACTOR shall fully cooperate with such agent as the CENTER's authorized representative. Upon the CENTER's request, the CONTRACTOR shall provide additional information necessary for the CENTER to fulfill the CENTER's reporting requirements. The CONTRACTOR's records and reports shall include the following:

3.2 ACCOUNTING AND SERVICE REPORTING

3.2.1 CONTRACTOR shall establish and maintain a clear system of internal control, established in accordance with generally accepted accounting practices and in compliance with all relevant Federal, State, and local statutes and guidelines.

3.2.2 CONTRACTOR shall submit monthly billing to the BROKER by the 2nd working day of each month. Upon completion of the billing review and authorization process BROKER will forward the billings to the CENTER before the 2nd working day of the month, thus allowing the CENTER to remit payment to the CONTRACTOR on the 14th day of the month. CONTRACTOR agrees to submit billings to CENTER for ongoing services by utilizing CENTER's electronic billing system. CONTRACTOR shall prepare and submit a monthly invoice and supporting documentation as required by this Agreement, in a format approved by the CENTER, which shall include A summary of performance information, including:

3.2.3 On a monthly basis, CONTRACTOR shall prepare and submit to the BROKER all documentation as required by this Agreement, in a format approved by the CENTER, which shall include information in accordance with Title 17, section 50604:

- a. A summary of performance information including:
 - i. Attendance data information identifying each regional center client including the Unique Consumer Identifier (UCI) and client name;
 - ii. Records must specify for each individual served the date, actual service time, location, and nature of services provided, and units of service provided pursuant to Section 50604(d)(3)(A), (B), (C) and (E), as applicable. For goods and/or services purchased utilizing a voucher, the name of the actual provider of the goods and/or services shall also be maintained pursuant to Section 50604(d)(3)(D);
 - iii. Attendance data, as specified in above, for the billing period shall be submitted to the regional center with the billings/invoices;

- iv. Total passengers served, identified by sponsoring regional center or funding source as identified to the CONTRACTOR by the Broker;
- v. Total Actual Times traveled for the month;
- vi. Total times traveled for the month during Vehicle Service Hours;
- vii. Total authorized Vehicle Service Hours for the month;
- viii. Total service days for the month;
- ix. Maximum number of vehicles used per day to transport individuals;
- x. Maximum number of spare vehicles available per day for use during the month;
- xi. Total authorized Attendant Service Hours for the month;
- xii. Total dollars billable for the month;
- xiii. Prorating of total amount billable to include separate billings to other regional centers and/or private individuals.

b. A Summary of General Information, which shall include, for each day of service, Attendant identification, route, or site assignment worked, and number of authorized hours billed.

3.3 INCIDENT REPORTING

3.3.1 NOTICE OF SPECIAL INCIDENTS. The CONTRACTOR shall timely report all Special Incidents to the CENTER in accordance with Title 17, Section 54327 (Requirements for Special Incident Reporting by Vendors) and as follows:

- a. CONTRACTOR shall submit a verbal report by telephone to the CENTER and BROKER, the same day and as soon as possible, and in no case later than the end of the same business day that the accident/incident occurs. CONTRACTOR may submit a verbal report directly to the CENTER and BROKER via their voice mail or twenty-four (24) hour answering service procedure, if the report is being made after the CENTER's and BROKER's business hours. If CONTRACTOR cannot reach an appropriate CENTER and BROKER staff by telephone, CONTRACTOR shall send a message by facsimile during working hours or by the CENTER's and BROKER's answering service after hours, and CONTRACTOR shall document its attempt to contact the CENTER and BROKER.
- b. CONTRACTOR shall submit a written report by fax or e-mail on all Special Incidents to the CENTER and BROKER as soon as possible and no later than within 48 hours of the incident.
- c. The CONTRACTOR's written incident reports for Special Incidents shall contain at least the following basic information:
 - i. Identification of individual(s) and/or other parties involved (including names of any alleged perpetrators and/or witnesses as applicable);

- ii. Description of occurrence and any effect on individuals served and others;
- iii. Any treatment or medical intervention provided to individual(s);
- iv. Any initial action taken by CONTRACTOR's personnel, the individuals served or other individuals during and/or in response to the incident;
- v. Any additional follow-up action planned by the CONTRACTOR;
- vi. Any law enforcement, licensing, protective services and/or other agency involved in the Special Incident; and
- vii. Identification of family members and/or the individual's authorized representative, if applicable, who have been contacted or informed of the incident.

3.3.2 NOTICE OF EVENTS OTHER THAN SPECIAL INCIDENTS. the CONTRACTOR shall orally notify the CENTER and BROKER within 24 hours, and also report in writing to the CENTER and BROKER within 48 hours: (1) any accident involving a vehicle of the CONTRACTOR which occurs when any individual served by the CENTER is on board, whether or not involving an injury and (2) any other occurrences which are or may be detrimental to health or safety, or which involve individuals served by the CENTER and/or CONTRACTOR's equipment or personnel. Further, the CONTRACTOR shall require all of its personnel to report any concerns, problems or incidents relating to individuals served's wellbeing or behavior during the provision of services, and the CONTRACTOR shall communicate such reports in writing to the CENTER and BROKER within one working day of the occurrence of the problem or incident.

3.3.3 FOLLOW-UP REPORTING FOR ALL EVENTS AND INCIDENTS. The CONTRACTOR shall provide any additional follow-up information concerning an accident/incident as may be requested by the CENTER and BROKER.

3.4 OTHER RECORD-KEEPING AND INDIVIDUAL MONITORING

3.4.1 If in the CONTRACTOR's opinion the health and/or safety of an individual served, or others, may be jeopardized, the CONTRACTOR shall verbally communicate such concerns to the CENTER as soon as possible, and in writing within one (1) working day of the event.

3.4.2 In accordance with Title 17, Section 58521 (Consumer Information), CONTRACTOR shall assure that all of its personnel maintain, and keep confidential; all individual information received from the CENTER and utilize such information only as necessary to provide safe and effective Transportation Services. All parties shall at all times remain in compliance with the mandatory provisions of the HIPAA Privacy Rule (Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 150 and Part 164, Subparts A & E). CONTRACTOR acknowledges that information provided to it in furtherance of its obligations under this Agreement are confidential and proprietary in nature and shall not be disclosed to third parties without the prior written consent of the CENTER. Disclosure without consent shall be considered a material breach of this Agreement's terms.

4. GRIEVANCE PROCEDURE. The CONTRACTOR shall promptly provide to the CENTER, as part of the CONTRACTOR's Program Description, a copy of the CONTRACTOR's written internal procedure to resolve grievances initiated by individuals served in accordance with the provisions of Title 17, Section 50608(c) (Contract Duties and Responsibilities). The CONTRACTOR shall also provide to the CENTER all revisions to such grievance procedure as they are implemented.

5. OPERATIONS

5.1 TYPE AND CONDITION OF VEHICLE FLEET

All of the provisions of this Agreement (including but not limited to the insurance provisions herein) shall apply to all vehicles used by CONTRACTOR and its agents, employees and representatives for Transportation Services provided to individuals served by the CENTER. CONTRACTOR represents that at all times during the term of this Agreement, each vehicle it uses to transport individuals served by the CENTER shall be a "Qualified Vehicle." To qualify as a "Qualified Vehicle," the vehicles must comply with the following conditions:

- a. Type I Commercial Vehicles: (1) no individual vehicle assigned to a route shall exceed 300,000 miles of usage; and (2) no individual vehicle assigned to a route shall be more than 10 years of age.
- b. Type II Non-Commercial Vehicles: (1) no individual vehicle assigned to a route shall exceed 200,000 miles of usage; and (2) no individual vehicle assigned to a route shall be more than 7 years of age.

The CONTRACTOR accepts full responsibility for properly equipping, maintaining and insuring CONTRACTOR vehicles, and insuring all CONTRACTOR vehicles fully comply with all terms and provisions of this Agreement. All references in this Agreement to "vehicles" shall mean CONTRACTOR vehicles, unless expressly stated to the contrary.

5.1.1 Nothing in this Agreement shall impose any responsibility on the CENTER to inspect vehicles or determine whether any vehicle is suitable for its intended use, and the CENTER shall have no liability to CONTRACTOR, any individual served or other third party for any personal injury or damage resulting from the condition or lack of maintenance of any vehicles. Subject to the foregoing, if the CENTER learns that a vehicle offered for use by the CONTRACTOR is not suitable for its intended use, then at the CENTER's demand, the CONTRACTOR shall cause such vehicle to be removed from service and immediately replaced with a vehicle acceptable to the CENTER at no additional cost to the CENTER.

5.1.2 The CENTER, at its sole discretion, may accept vehicles not fitting these restrictions on a vehicle-by-vehicle basis. The exception may be granted upon inspection of the vehicle's mechanical condition, structural and cosmetic appearance, and maintenance records. CONTRACTOR shall develop a vehicle replacement plan acceptable to CENTER for vehicles granted such an exception.

5.1.3 Before any services are rendered by the CONTRACTOR under this Agreement, and at all times during the term of this Agreement, to the extent required by law: (1) the CONTRACTOR shall provide and maintain vehicles which meet all legal requirements, including the California Highway Patrol annual terminal inspection pursuant to California Vehicle Code Sections 34501(c) and (e), as such statute may be amended; and (2) CONTRACTOR shall submit all vehicles to an annual inspection as required by the California Highway Patrol, Motor Carrier Division. The CONTRACTOR shall cause copies of such inspection reports, and documentation that any items cited for repairs or completion have been satisfactorily addressed, to be immediately forwarded to the BROKER.

5.1.4 The CONTRACTOR shall maintain a standby work force, including back-up drivers and spare vehicles equal to at least 10 percent of the CONTRACTOR's total driver work force and total fleet, as well as back-up Attendants as may be required, to assure that individuals served by the CENTER's are transported as scheduled during the entire term of this Agreement. The cost of maintaining a standby work force and spare vehicles shall be borne by the CONTRACTOR and is included in the calculation for the rate of reimbursement as presented in ATTACHMENT 2, entitled "Payment Agreement".

5.2 EQUIPMENT. All vehicles deployed by CONTRACTOR in Transportation Services shall be equipped as follows:

5.2.1 The CONTRACTOR shall ensure that lifts and appropriate tie-downs are available on all vehicles needed to transport individuals served by the CENTER, dependent upon wheelchairs for their general mobility.

5.2.2 The CENTER requires all vehicles to be equipped with a two-way communications system (e.g., cell phone), which is functional and able to receive and send communications at all times.

5.2.3 All vehicles shall be equipped with heat and air-conditioning in good working order.

5.2.4 All vehicle equipment shall at all times comply with all applicable State, Federal and local vehicle codes and specifications.

5.2.5 The CONTRACTOR shall provide seat belts and any other necessary devices to secure the passengers safely, and on all vehicles. Drivers shall require individuals served to use seat belts on vehicles.

5.2.6 The CONTRACTOR upon prior written authorization by the CENTER shall provide special devices that may be required due to the unique needs of an individual served being transported.

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5.2.7 Infant and child safety seats for any individual served by the CENTER under the age of eight (8) years and the height of 4'9" shall be provided by the CONTRACTOR, in clean condition and good working order. All infant and child safety seats must conform to federal standards for use in motor vehicles, must have been manufactured after January 1, 1991, and are subject to approval of the CENTER.

5.2.8 All vehicles, including spare vehicles, shall be clearly marked, and labeled with the CONTRACTOR's name, contract number and route number.

5.3 MAINTENANCE AND CLEANING. All vehicles and equipment must be clean and in good functional, safe working order, and the CONTRACTOR must maintain such vehicles as such on a regular basis. The CONTRACTOR shall perform regular preventive maintenance on all vehicles deployed under this Agreement.

5.4 PERSONNEL

5.4.1 All personnel shall have all clearances, approvals and permits as required prior to assuming a driving assignment or service as a transportation attendant or aide assignment.

5.4.2 Pursuant to California Vehicle Code Section 12500, All drivers shall have and maintain a valid California driver's license of the appropriate class for the vehicle(s) used, with a Passenger Vehicle endorsement, and a current VDDP (Vehicle for Developmentally Disabled Persons) Certificate. Vehicle Code Section 12523.6 (d), (f), (g).

5.4.3 All Attendants are required to have a valid California license or California ID.

5.4.4 CENTER recommends that CONTRACTOR adhere to all applicable Federal drug and alcohol testing requirements for all personnel.

5.4.5 All personnel shall be at least twenty-one (21) years of age and, to the best of the CONTRACTOR's knowledge, be in good physical and mental health at all times when driving or riding in vehicles.

5.4.6 All personnel shall be well groomed.

5.4.7 All personnel shall have adequate command of the English language for communicating with individuals served, families, program staff and/or emergency personnel.

5.4.8 All drivers shall be in possession of a map of the service area, appropriate route lists and have a working timepiece or vehicle clock when driving on a route. CONTRACTOR shall assure that each driver can read and comprehend the maps and routes provided.

[NO FURTHER TEXT ON THIS PAGE]

5.4.9 All personnel shall be courteous and interact with individuals served, families, and program destination staff in a positive and professional manner. CONTRACTOR recognizes that personnel who have contact with individuals served and families must be of a stable personality and high moral character for the protection of said individuals. CONTRACTOR shall not allow any person to drive a vehicle or be an attendant who is not, at the time, in a condition of mental and emotional stability.

5.4.10 The CONTRACTOR shall implement during the term a pre-employment screening program satisfactory to the CENTER, which shall include appropriate reference checks and a California Department of Motor Vehicles (DMV) check. The CENTER recommends that the CONTRACTOR maintain a pre-employment drug-screening program for all its employees as well. All screening information shall be placed in the driver's permanent driver record, which shall be maintained by the CONTRACTOR.

5.4.11 The CONTRACTOR shall review personnel performance at least once each year for the purpose of observing their actual performance with respect to: (i) safety and mechanical operation; (ii) conformance with laws, policies, and regulations; (iii) adherence to established routes and schedules; (iv) quality of service to individuals; and (v) other factors inherent in determining compliance with required operating practices.

5.4.12 Copies of personnel reviews shall be maintained by the CONTRACTOR in its permanent employee record during the term of each person's employment by the CONTRACTOR and one year thereafter and shall be available for review by the CENTER upon request. All personnel assigned to perform services under this Agreement shall maintain a minimum evaluation rating of satisfactory in all of the CONTRACTOR's evaluation categories.

5.4.13 The CONTRACTOR shall participate in the DMV 'pull notice' program for all drivers (including those attendants who also drive vehicles; such attendants are considered to be drivers for purposes of this Agreement). Such reports shall be prepared by the CONTRACTOR, may be reviewed by the CENTER at its discretion and shall be filed by the CONTRACTOR. In accordance with Title 17, Section 58520(d) (Standards for Drivers and Transportation Aides), the CONTRACTOR shall, at a minimum, require that each driver it hires has not been convicted of (1) driving under the influence of alcoholic beverage or any drug or a combination of the two pursuant to Vehicle Code Sections 23152 and 23153 within five (5) years immediately preceding employment, or at any time during employment or (2) reckless driving, or speed contest pursuant to Vehicle Code Sections 23103, 23104 and 23109 within three (3) years immediately preceding employment, or at any time during employment.

5.4.14 Use of tobacco, alcohol, or illegal drugs by personnel on a vehicle, or while in the CENTER's service, is prohibited. Firearms, knives, and other weapons are also prohibited on said vehicles, and when detected, the CONTRACTOR shall take immediate action in accordance with applicable laws.

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5.4.15 Any personnel reported as having committed any verbal or physical abuse of an individual served, or any potential felony while on duty, shall be subject to suspension by the CONTRACTOR from all transportation activities involving individuals served by the CENTER, pending investigation. If any driver or attendant actually commits any abuse or felony toward an individual while on duty, the CONTRACTOR shall immediately remove such driver or attendant from all activities involving individuals served by the CENTER.

5.4.16 The CONTRACTOR shall assure an attendant is provided for each site or route on which an individual identified by the CENTER as requiring such an attendant is riding.

5.4.17 All Attendants are required to keep daily logs tracking behaviors and incidents as they occur on transportation. All logs/reports are subject to review by the CENTER and its BROKER for use in evaluating the needs of individuals served.

5.5 PERSONNEL: ADMINISTRATION, SUPERVISION & OPERATIONS

5.5.1 The CONTRACTOR shall maintain personnel as required for effective management, supervision and operation of the Transportation Services provided to the CENTER under this Agreement. This shall include the availability of personnel to receive and place telephone calls, to monitor/dispatch the service during the hours individuals are being transported, and to respond to emergencies within a reasonable period of time.

5.5.2 In addition to such other management and supervisory personnel as may be required to perform services hereunder, the CONTRACTOR shall assure that one (1) person shall be available during all operating hours for the purpose of monitoring service delivery and with the authority to act on behalf of the CONTRACTOR.

5.6 TRAINING. The CONTRACTOR shall be responsible for all personnel training necessary for the safe and efficient provision of services under this Agreement. The scope of training includes, but is not limited to, new staff orientation and training, review/renewal training, in-service training, and remedial training. Supplementally, CONTRACTOR will make all personnel available to participate in Quarterly Workshops provided by the BROKER for the purposes of understanding the service requirements of this Agreement.

5.6.1 Initial orientation shall, at the CENTER's discretion, consist of at least forty (40) hours of CONTRACTOR instruction (for new drivers) and at least twenty (20) hours of CONTRACTOR instruction (for any new attendants, if applicable) prior to assignment to a route, unless the CONTRACTOR has already satisfied these requirements as part of its vendorization in providing the Primary Service, as determined by the CENTER. The initial orientation and on-going in-service training for drivers and attendants (if any) shall include the following as applicable: (i) defensive driving; (ii) safety program; (iii) cardio-pulmonary resuscitation; (iv) emergency first aid; (v) map reading and service area orientation; (vi) individual and cultural sensitivity; (vii) overview of developmental disabilities and the regional center service system; (viii) epilepsy and seizure procedures; (ix) passenger assistance and supervision; (x) vehicle handling and care; (xi) reporting and documentation; and (xii) confidentiality for individuals served.

5.6.2 Pre-qualified (that is, licensed and experienced) drivers, and any applicable attendants, hired by the CONTRACTOR shall be fully evaluated and have, at minimum, ten (10) hours of refresher training and orientation before the CONTRACTOR assigns such person to a route.

5.6.3 In accordance with Title 17, Section 58520(b) (2) (Standards for Drivers and Transportation Aides), all personnel, shall demonstrate competence in the use of wheelchairs, lifts, ramps, tie-downs, and other equipment used for transporting, boarding, and exiting individuals who use wheelchairs or other assistive devices, to the extent the CONTRACTOR uses lift vehicles for the transportation of individuals served by the CENTER.

5.6.4 Drivers and any Attendants (if applicable), who are required to physically assist individuals served in and out of vehicles shall have one-on-one training in assisting and positioning techniques and treatment of individuals who may require assistance. Such personnel shall be physically capable of performing, and shall be trained to perform, any required physical assistance.

5.6.5 CONTRACTOR shall maintain a safety program for personnel, which shall be made available for review by the CENTER. CONTRACTOR must prepare a transportation safety policy containing procedures for personnel to follow to ensure the safe transport of passengers as prescribed. Policy must include: (a) Procedures to ensure that the individuals served are not left unattended onboard the vehicle; (b) Classroom instruction to cover post-trip inspection procedures that ensure that the individuals served are not left unattended onboard the vehicle. Record of such training must be signed-off and verified by Safety and Training Manager; and (c) Notification to be provided to the CENTER (through its BROKER) when a driver or attendant has left an individual unattended onboard after the driver's employer has ordered and upheld disciplinary action against the driver or attendant for the driver or attendant's actions and has made a finding that the driver or attendant's actions constituted negligence.

5.7 NO LIABILITY OF CENTER FOR FAILURE TO INSPECT OR MONITOR. Notwithstanding the CENTER's right to monitor the CONTRACTOR's obligation to maintain and repair the vehicles and equipment, and train and oversee the performance of CONTRACTOR's personnel, nothing in this Agreement shall obligate the CENTER to inspect the vehicles or equipment or monitor the CONTRACTOR's personnel. No individual served, or any other person who may incur personal injury or property damage as a result of the acts or omissions of the CONTRACTOR or its employees or agents, shall be considered a third-party beneficiary to this Agreement.

5.8 If the CONTRACTOR needs to relocate its operations and/or vehicle storage facilities during the term of this Agreement, any relocation shall be planned with at least 30 days advance notice to CENTER and BROKER, and shall be mutually agreed upon, with consideration given to any impact of the relocation upon the cost and quality of services hereunder.

6. SERVICE DESCRIPTION AND QUALITY REQUIREMENTS. In the performance of service under this Agreement, the CONTRACTOR shall conform to the following parameters of service design and quality:

6.1 CONTRACTOR shall promptly investigate and, if warranted, take action to resolve any allegations or complaints regarding the behavior and conduct of any driver or other personnel, which does not conform to the provisions of this Agreement.

6.2 Individuals served who may require release into the custody of a responsible adult in accordance with the provisions of this Agreement shall not be released if CONTRACTOR cannot determine that a responsible adult is present.

6.3 No vehicle shall depart from a stop until the driver has determined that all individuals have seat belts, and/or wheelchair tie-downs have been appropriately secured.

6.4 At all times, the CONTRACTOR is involved in transporting individuals served by the CENTER, the only individuals allowed in each vehicle shall be (1) the driver, (2) those attendants, if any, who meet the requirements in Section 5 of this Agreement and (3) those individuals who the CENTER has authorized the CONTRACTOR to transport.

6.5 CONTRACTOR shall be responsible for delivery of all daily route assignments scheduled. CONTRACTOR may not refuse to perform any route assignments designed to be delivered through this Agreement or refuse to provide the service (or any portion thereof) without authorization by the CENTER by way of its BROKER. In the event of vehicle breakdowns, equipment failure, insufficient drivers, or other service interruption, it shall be the responsibility of CONTRACTOR to arrange for the deployment of spare vehicles and/or alternative transportation at the CONTRACTOR's sole expense. Failure to deliver scheduled route assignments for which alternate transportation is not provided will be subject to liquidated damages.

6.6 If CONTRACTOR operates any other transportation service other than for individuals served by the CENTER, CONTRACTOR is required to give priority to individuals served by the CENTER over any other services which CONTRACTOR operates.

7. IMPLEMENTATION OF ROUTES

7.1 The CONTRACTOR shall not provide any service for individuals served unless authorized by the CENTER.

7.2 It is the responsibility of the CONTRACTOR to lawfully maintain orderly conduct on all vehicles transporting individuals served by the CENTER, consistent with legally allowable actions and reasonable CENTER directives, without the threat or use of physical force and with due regard for the rights and dignity of the individual.

7.3 CONTRACTOR shall report any unresolved incidents of conduct, or issues of health and safety which can reasonably be expected to recur, to the CENTER and BROKER in accordance with the reporting provisions of this Agreement.

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7.4 CONTRACTOR shall not refuse service, or terminate, or otherwise suspend, Transportation Services for any individual without prior approval of the CENTER or its Broker/Designee, except to the extent allowed under Title 17, Section 58522.

8. COMPENSATION AND FISCAL PROVISIONS

8.1 COMPENSATION

8.1.1 In accordance with Title 17, Sections 54326(a)(12), (General Requirements for Vendors and regional centers) and 50609(d) (Contract Fiscal Provisions), the money paid by CENTER to CONTRACTOR pursuant to the provisions in the Payment Agreement attached hereto shall be the total compensation to which CONTRACTOR shall be entitled for performance of this Agreement. Such compensation (and the CENTER's agreement to continue to allow the CONTRACTOR to provide Transportation Services to individuals served by the CENTER) is the consideration for the CONTRACTOR's obligations under this Agreement.

8.1.1.1 The CONTRACTOR shall not receive any additional compensation or other payment for the services under this Agreement, unless otherwise expressly provided on the Payment Agreement attached hereto and signed by both parties.

8.1.2 Notwithstanding any provision in this Agreement to the contrary, in accordance with Title 17, Section 50609(c) (Contract Fiscal Provisions), the validity of this Agreement (including the CENTER's obligation to remit payments to the CONTRACTOR) is conditioned on the CENTER's receipt of funds from DDS for the purposes described in this Agreement. Thus, if DDS for any reason fails to deliver funds to the CENTER, because the California Legislature has failed to appropriate funds for such purpose or for any other reason, or if insufficient funds are allocated to the CENTER such that the CENTER determines that it is in its best interest to discontinue or reduce Transportation Services, then (1) the CENTER shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Agreement and (2) neither party shall be obligated to further perform any provisions of this Agreement.

8.2 METHOD OF DETERMINATION OF UNITS OF SERVICES AND RATES

8.2.1 In accordance with Title 17, Sections 50609(a)(3)(A) and (B)(1) (Contract Fiscal Provisions), the compensation which CONTRACTOR is receiving pursuant to the Payment Agreement attached hereto includes and reflects the necessary fiscal and program related data and mathematical computations used to establish the rates of payment per unit of service.

8.2.2 In accordance with Title 17, Section 50609(b)(1)(A) (Contract Fiscal Provisions), the CONTRACTOR and the CENTER attest that they have come to a full understanding and agreement as to the methods to be used in accumulating the data to be contained in the CONTRACTOR's documentation concerning costs, units of service and billing. CONTRACTOR further attests that these methods are and/or will be used to accumulate any and all data contained in the CONTRACTOR's documentation.

8.2.3 In accordance with Title 17, Section 50609(b)(1)(B) (Contract Fiscal Provisions), the CONTRACTOR attests that its program and fiscal documentation utilized in its rates calculations is complete and accurate to the best of the CONTRACTOR's knowledge, supported by records and source documentation, prepared with the instructions provided by the CENTER and the DDS and subject to audit. Electronic reporting may be required.

8.3 ADMINISTRATIVE COST CAP

8.3.1 CONTRACTOR agrees that it will not spend more than 15% of the funds it receives from CENTER under this Agreement on the CONTRACTOR's administrative costs. For purposes of this paragraph, the CONTRACTOR's administrative costs shall include all of the items listed under California Welfare and Institutions Code §4629.7(a) (1) through (15), as such provisions may be amended from time to time. Conversely, those costs the CONTRACTOR incurs that are immediately associated with the services the CONTRACTOR offers to individuals served by the CENTER are considered direct service expenditures and are not administrative costs. To ensure the CONTRACTOR complies with these requirements, the CONTRACTOR shall provide the CENTER with access to all books, documents, papers, computerized data, source documents, records pertaining to individuals served, and other records pertaining to the CONTRACTOR's negotiated rates, upon the CENTER's request.

8.3.1.1 This paragraph shall remain in effect as long as Welfare and Institutions Code §4629.7(a) and any successor statute thereto remains in effect; upon the repeal of such statute, this paragraph shall be deemed deleted from this Agreement.

9. MONITORING, INSPECTIONS AND AUDIT PROVISIONS

9.1 For purposes of audit and inspection in accordance with this Agreement, CENTER and CONTRACTOR specifically agree to utilize and be bound by Title 17, Subchapter 6, (Service Provider Accountability) in accordance with the following Sections (as they may be amended from time to time): (i) 50602 (Definitions); (ii) 50603 (Access to Service Provider Records); (iii) 50604 (Service Provider Record Maintenance Requirements); (iv) 50605 (Service Provider Record Retention Requirements); and (v) 50606 (Regional Center Auditing Requirements).

9.2 CONTRACTOR shall maintain all records pertaining to the provision of services to individuals served in accordance with this Agreement and with Title 17, Section 50604, for a minimum period of five (5) years after the later of (i) the date of the CONTRACTOR's receipt of final payment from the CENTER for the applicable State fiscal year or (ii) the resolution of any audit pertaining to the CONTRACTOR's services under this Agreement. During the term of this Agreement, such records shall be maintained at the CONTRACTOR's primary place of business in the VALLEY MOUNTAIN REGIONAL CENTER service area, unless an alternate location is approved in writing by the CENTER. Such records shall not be removed from such place of business of the CONTRACTOR without the CONTRACTOR's prior written notification to the CENTER, and the CENTER's reasonable approval of the new location.

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9.3 As provided by Title 17, Section 58523(b) (Vendor records), the CONTRACTOR shall also retain the following specific records, if any: (i) the contract under which the Primary Service is provided, i.e. this Agreement; (ii) Special Incident Reports; (iii) the safety compliance rating issued by the California Highway Patrol pursuant to Title 13, California Code of Regulations, Section 1233; (iv) all maintenance records of vehicles used in providing transportation service to individuals served by the CENTER; and (v) for each driver:

9.3.1 Documentation of valid California driver's license issued by the Department of Motor Vehicles in accordance with Vehicle Code Section 12500;

9.3.2 A Traffic Point Count as produced by the Department of Motor Vehicles in accordance with Vehicle Code Section 12810;

9.3.3 A medical certificate as required by the Department of Motor Vehicles pursuant to Vehicle Code Section 12804, if applicable; and

9.3.4 Documentation of all driver orientation and training.

9.4 The CENTER, the DDS and any authorized representative of the CENTER shall have the right to audit, monitor and inspect the CONTRACTOR's records, equipment, vehicles, routes, and facilities used in the provision of services under this Agreement at any reasonable time.

9.4.1 The CENTER's rights described in this section shall not be limited by a requirement of prior notice, but the CENTER's access to and inspection of the CONTRACTOR's records, equipment, vehicles, and facilities without prior notice shall be limited to situations where the CENTER or DDS determines that the purpose of the access and inspection would be thwarted if advance notice were given. The CENTER's right of access shall not be limited to the required record retention period specified elsewhere in this Agreement.

9.5 CONTRACTOR agrees to utilize and be bound by Title 17, Subchapter 7, (Fiscal Audit Appeals), Sections 50700 through 50767, and Welfare and Institutions Code Section 4648.2, should the CONTRACTOR elect to appeal any of the CENTER's or DDS' audit findings and/or recommendations.

9.6 CONTRACTOR agrees to accept financial liability for any audit findings and/or recommendations disclosed by audit and agrees to promptly repay amounts owed within 30 days of request, unless appealed and repayment is stayed pursuant to Title 17, Section 50705 (Recovery of Overpayments).

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9.7 The CENTER, including its agents and its Broker/Designee, reserves the right to monitor all areas of the CONTRACTOR's performance of services under this Agreement, including, but not limited to, taking the following actions: boarding vehicles or riding on vehicles during service periods if seats are available, observing at pick-up and drop-off locations, observing dispatch operations, observing driver training, observing vehicle condition, reviewing operations, safety and maintenance records, and using GPS monitoring equipment provided by CONTRACTOR. If the GPS equipment is lost, stolen, destroyed, or otherwise rendered unfit for normal usage, CONTRACTOR shall be fully liable for replacement of said equipment.

9.8 The CENTER reserves the right to thoroughly investigate all accidents/incidents, including Special Incidents. The scope of the CENTER's investigation includes requesting additional information and reports concerning any accidents/incidents as described in this Agreement.

9.9 If the CONTRACTOR enters into any service agreements with third parties to perform work under this Agreement, the CONTRACTOR shall include all the requirements of this Section in any such service agreements, and the CENTER shall be a third-party beneficiary to such provisions in such service agreements. Such service agreements are also subject to approval of the CENTER, which may be withheld in the CENTER's sole and absolute discretion.

9.10 INDEPENDENT REVIEWS AND AUDITS. THIS SECTION 9.10 SHALL ONLY APPLY IF ALL PAYMENTS CONTRACTOR CUMULATIVELY receives from the CENTER and other Regional Centers during CONTRACTOR's fiscal year (as determined on the commencement date of this Agreement) equals or exceeds Five Hundred Thousand Dollars (\$500,000).

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

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

9.10.3 Contractor shall commence the independent audit or review within 120 days after the end of CONTRACTOR's fiscal year. Contractor shall complete the audit or review within nine months after the end of the CONTRACTOR's fiscal year.

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

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

10. TERMINATION

10.1 This Agreement may be terminated by the CENTER at any time prior to the termination date in Clause (1) of Paragraph 2.1 above, with notice to the CONTRACTOR, without prejudice to any other right or remedy of the CENTER, if the CENTER determines that grounds for termination of this Agreement exist. Such grounds for termination include the existence of any of the following:

10.1.1 The CONTRACTOR has not complied with any provisions of this Agreement or the terms of any purchase of service authorization, if applicable. Examples of the CONTRACTOR's noncompliance with this Agreement include, but are not limited to, the CONTRACTOR's refusal or failure to provide (a) equipment or personnel at the times and in the quantities required by this Agreement and (b) adequately equipped vehicles and properly trained personnel; or

10.1.2 The CONTRACTOR has not complied with any of the vendorization requirements in Title 17, Section 54370(b) (1) through (7).

10.1.2.1 For purposes of this Paragraph, the CONTRACTOR's failure to maintain the insurance required by this Agreement constitutes the CONTRACTOR's failure to comply with vendorization requirements under Title 17, Section 54370(b)(1) and (b)(4); or

10.1.3 The CONTRACTOR has not complied with (1) applicable Federal or State regulations, (2) local ordinances or (3) statutes governing (a) the CONTRACTOR's service program hereunder or (b) the provision of services to persons with developmental disabilities; or

10.1.4 The CONTRACTOR has filed for bankruptcy, and such claim has not been dismissed within ninety (90) days, or the CONTRACTOR has made a general assignment for the benefit of creditors, or a receiver is appointed as a result of the CONTRACTOR's alleged insolvency.

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10.2 If the CENTER determines that conditions exist which constitute grounds for termination of this Agreement (including, but not limited to the foregoing conditions), the CENTER or its authorized representative shall notify the CONTRACTOR in writing.

10.2.1 If the basis for terminating this Agreement is based on an event other than those events described in Paragraph 10.1.2 above, the CENTER shall deliver its termination notification by certified mail to the CONTRACTOR 30 days in advance of termination of this Agreement, in accordance with the requirements set forth in Title 17, Section 50611 and Welfare and Institutions Code Section 4710. Subject to the provisions in Paragraph 2.1, neither the CENTER nor the CONTRACTOR shall terminate this Agreement without complying with the requirements set forth by applicable statutes and regulations including, but not limited to, Welfare and Institutions Code Sections 4502, 4646, 4646.3, 4648, 4710 and 4741.

10.2.1.1 Such notification shall contain the reason or reasons for the CENTER's intention to terminate this Agreement. Unless the CONTRACTOR, within 30 days after service of such notice, (1) causes the condition or violation to cease, (2) remits the payment owed under Paragraph 10.3 below and (3) makes arrangements consistent with the terms of this Agreement and satisfactory to the CENTER for the correction of the violation (including but not limited to accepting reassigned routes with new contingencies imposed by the CENTER, if applicable), this Agreement shall terminate upon the expiration of such 30 day period, and the CENTER shall have no further obligation hereunder. However, nothing herein shall affect the CENTER's rights in Paragraph 2.1.

10.2.2 If the basis for terminating this Agreement is based on any of those events described in Paragraph 10.1.2 above, the CENTER shall deliver its termination notification to the CONTRACTOR by registered return receipt requested mail so that it is received at least one working day in advance of termination of this Agreement, in accordance with the requirements (and containing the information) set forth in Title 17, Sections 54370(b) and (d). This Agreement shall not terminate if the CONTRACTOR takes either of the following actions prior to the expiration of the period stated in the termination notice: (1) corrects the violation(s) to the CENTER's satisfaction (including but not limited to accepting reassigned routes with new contingencies imposed by the CENTER, if applicable) and provides documentation of the correction to the CENTER, along with any payment owed to the CENTER under Paragraph 10.3 below; or (2) files an appeal in accordance with Title 17, Section 54380.

10.2.3 Pursuant to Title 17, Section 54370(e)(2), the CONTRACTOR's filing of any request for hearing or appeal shall not preclude the CENTER from withdrawing from CONTRACTOR the right to perform services under this Agreement if the CENTER believes such withdrawal is necessary to protect the health, safety, and welfare of individuals served.

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10.3 At those times when the CONTRACTOR fails to provide (or fails to adequately provide) the services, vehicles or personnel required under this Agreement, the CENTER may immediately secure such services from any third party, whether or not the CENTER has provided a notice of termination to the CONTRACTOR. If the cost of securing such services is greater than the cost of the service under the Payment Agreement (as reasonably determined by CENTER), and if the CENTER believes such securing of new services is necessary to protect the health, safety and welfare of individuals served, then the CONTRACTOR shall be liable for such excess costs for the lesser of (1) the time period until the CONTRACTOR again provides the services required under this Agreement or (2) the unexpired term of this Agreement, from the time such new services shall commence. In addition, the CONTRACTOR shall be liable for any other damages sustained by the CENTER with respect to such default.

10.4 A breach by CONTRACTOR of this Agreement shall be deemed, in the sole option and discretion of the CENTER, to be a breach of any other Agreement between the parties as well.

11. COMPLIANCE WITH APPLICABLE GOVERNING PROVISIONS. The law of the State of California shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties.

11.1 APPLICABLE STATUTES AND REGULATIONS

11.1.1 The CONTRACTOR warrants and certifies that, in the performance of this Agreement, it shall comply with all Federal, State, and local laws and regulations, including but not limited to (i) Division 2 of Title 17 and Divisions 3 and 5 of Title 22 of the California Code of Regulations and (ii) Divisions 4.5 and 5 of the California Welfare and Institutions Code and (iii) all laws and regulations pertaining to labor, wages, hours and other conditions of employment.

11.1.2 CONTRACTOR specifically agrees to comply with the following Subchapters of Title 17, Division 2 (Department of Developmental Services): (i) Chapter 3, Subchapter 2 (Vendorization), Section 54326 (General Requirements for Vendors and Regional Centers) and Section 54327 (Requirements for Special Incident Reporting by Vendors); (ii) Chapter 1, Subchapter 6 (Service Provider Accountability), Sections 50601 - 50612; (iii) Chapter 1, Subchapter 7 (Fiscal Audit Appeals), Sections 50700-50767; and (iv) Chapter 3, Subchapter 18 (Transportation Service), Sections 58500-58570.

11.2 PERMITS AND LICENSES. The CONTRACTOR and any agents or employees engaged in the provision of services under this Agreement shall maintain all current permits and licenses required by law for the operation of its business and shall operate only as permitted under such permits and licenses.

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11.3 NONDISCRIMINATION PROVISIONS

11.3.1 During the performance of this Agreement, the CONTRACTOR shall not discriminate unlawfully nor deny services or employment to any person on the basis of religion, color, ethnic group identification, sex, sexual preference, age (over 40), physical or mental disability.

11.3.2 The CONTRACTOR shall at all times comply with the provisions of the Americans with Disabilities Act of 1990, Title I (Employment) and Title III (Public Accommodations and Services Operated by Private Entities).

11.3.3 The CONTRACTOR shall include the nondiscrimination and compliance provisions of this Section in any third-party service agreements to perform work under this Agreement (which agreements are subject to the CENTER's approval as provided below).

11.4 DISCLOSURE REQUIREMENTS. CONTRACTOR shall submit a signed and dated DS 1891 Form (7/2011) to CENTER within ninety (90) days of request. CONTRACTOR shall also notify CENTER of any additions or changes in the information disclosed on the DS 1891 Form (7/2011) and submit the information pursuant to requirements of California Code of Regulations, Title 17, Section 54311(c). Throughout the term of this Agreement, CONTRACTOR shall notify CENTER of:

11.4.1 Any conviction for any felony or misdemeanor involving fraud or abuse in any government program or related to neglect or abuse of an elder or dependent adult or child, or in connection with the interference with, or obstruction of, any investigation into health care related fraud or abuse, or that has been found liable for fraud or abuse in any civil proceeding.

11.4.2 Any settlement in lieu of conviction involving fraud or abuse in any government program; or

11.4.3 Any loss of license, certificate or credential, or failure to maintain any valid licenses, certificates or credentials required for the performance or operation of the vendored service.

11.5 ADDITIONAL LEGISLATIVE RESTRICTIONS. In accordance with Title 17, Section 58524(c)(7) (Transportation Service Contracts), this Agreement is subject to any additional restrictions or conditions enacted by the California Legislature and contained in its annual Budget Act or any other statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.

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11.6 FUNDING CONTINGENCY. Notwithstanding anything in this Agreement to the contrary, the validity of this Agreement (including CENTER's obligation to remit payments to CONTRACTOR is conditioned on CENTER's receipt of adequate funds from the California Department of Developmental Services ("DDS") to pay for the services described in this Agreement (the "Funding Contingency"). The Funding Contingency is a part of this Agreement because CENTER's annual funding agreements with DDS provide that such funding agreements are subject to the appropriation of funds by the Legislature, and that if such funds are not appropriated for any fiscal year into which such funding agreements extends, the funding agreements are of no force and effect. CENTER, shall therefore have the right and option to terminate this Agreement without liability and such termination shall be deemed a failure of the Funding Contingency, if:

- a. DDS for any reason fails to deliver funds to CENTER for any period covered by this Agreement; or
- b. CENTER receives funds from DDS for a period covered by this Agreement but determines that such funds are inadequate to pay for all of the vendor services and other expenses which CENTER expects to incur in such fiscal year, and therefore elects to fund other services rather than services identified in this Agreement; or
- c. CENTER receives funds from DDS for a period covered by this Agreement and initially allocates a portion of such funds for the services in this Agreement, but thereafter elects to reallocate some or all such DDS funds to fund services other than the services in this Agreement.

11.6.1 When insufficient funds exist for CENTER to pay for all potential services, CENTER shall have the right (under clauses 12.6(b) or (c)) in its sole and arbitrary discretion to fund services other than the services identified in this Agreement based on which services CENTER believes are in its best interests. If there is a failure of the Funding Contingency then:

- a. CENTER shall have no liability to pay any further funds whatsoever to CONTRACTOR or to furnish any other considerations under this Agreement; and
- b. neither party shall be obligated to further perform any provisions of this Agreement.

11.6.2 In addition to the above, if there are insufficient funds available from DDS to pay for all of the vendor services and other expenses which CENTER expects to incur in any fiscal year, as determined by CENTER in its sole and arbitrary discretion, CENTER shall have the option at any time, on thirty (30) days' notice to CONTRACTOR to reduce or change the scope of services being provided under this Agreement. In such event, CENTER and CONTRACTOR will in good faith negotiate to attempt to agree on CONTRACTOR's new amount of compensation under the modified Agreement. If the parties are unable to agree on CONTRACTOR's new compensation for its modified services within such 30-day period, CENTER shall then either:

- a. terminate this Agreement, because of failure of a Funding Contingency; or
- b. rescind its modification of CONTRACTOR's services, in which event this Agreement shall continue in full force and effect without such modification in services or compensation.

11.7 NOTIFICATION OF CORRECT & APPLICABLE MEDIAN RATE.

CONTRACTOR acknowledges that CENTER informed the CONTRACTOR of the applicable and correct median rates, as regulated under California Welfare & Institutions Code §4681.6(b), 4689.8(b) and 4691.9(b) (as applicable), as part of the negotiations in establishing the Payment Rate.

11.8 ZERO TOLERANCE POLICY. The CONTRACTOR shall at all times comply with the CENTER's Zero Tolerance Policy; such Policy is published on the CENTER's website and is incorporated herein by this reference. The hyperlink to the Policy is: <https://www.vmmc.net/zero-tolerance-policy/>.

11.8.1 FAILURE TO COMPLY WITH REPORTING LAWS. CONTRACTOR's failure to strictly comply with the abuse and neglect reporting laws shall constitute a material breach of this Agreement and shall give CENTER the right and option to terminate this Agreement.

11.9 Website Link to DDS Consumer Complaint Process. This section is applicable if the CONTRACTOR has a website. In accordance with Welfare and Institution Code §4704.6, the CONTRACTOR shall conspicuously post on its Internet Web site a hyperlink to the DDS Internet Website page at <https://www.dds.ca.gov/general/appeals-complaints-comments/consumer-rights-complaint/>.

12. INSURANCE

12.1 WORKERS' COMPENSATION INSURANCE

12.1.1 In accordance with the provision of Section 3700 of the Labor Code of the State of California, the CONTRACTOR shall maintain Workers' Compensation insurance at all times during the term of this Agreement.

[NO FURTHER TEXT ON THIS PAGE]

12.2 PUBLIC LIABILITY, PROPERTY DAMAGE AND OTHER INSURANCE

12.2.1 The CONTRACTOR shall at all times during the term of this Agreement maintain public liability and property damage insurance (including automobile coverage), with endorsements satisfactory to the CENTER and in the amount of not less than **One Million Dollars (\$1,000,000.00)** per occurrence and a general aggregate limit of at least **Three Million Dollars (\$3,000,000.00)**, unless the CENTER, in its sole and absolute discretion, agrees in writing to a lesser limit of liability. The insurance shall be primary and exclusive over any and all valid and collectable insurance, which may be available to the CENTER. The CONTRACTOR shall obtain all necessary endorsements and additional coverage to protect the CENTER against all loss and liability arising out of the CONTRACTOR's and its employees', representatives' and agents' use of such vehicles, including separate automobile insurance if applicable.

12.2.2 With respect to automobile liability, CONTRACTOR shall obtain "Owned, Non-Owned and Hired Automobile Insurance" for the benefit of the CENTER, each with the amount of not less than the limits of liability for bodily injury and property damage as set forth:

- (a) **One Million Dollars (\$1,000,000.00)** combined single limit, if transportation is provided for up to six (6) individuals served; or
- (b) **Three Million Dollars (\$3,000,000.00)** combined single limit, if transportation is provided for seven (7) or more individuals served. A combination of primary and excess policies may be utilized to meet this required limit.

12.2.3 The CONTRACTOR shall not perform any services under this Agreement until it has obtained all required insurance, and certificates of insurance have been delivered to and approved by the CENTER. All of the CONTRACTOR's insurance carriers shall at all times be licensed to transact the business of insurance in the State of California, shall have a rating of A- and IX or higher in the most current edition of Best's Insurance Guide, and shall be acceptable to the CENTER. All of the CONTRACTOR's policies or certificates of insurance shall include substantially the following clause:

This policy shall not be reduced in required limits of liability or modified as to coverage until written notice has been given to **VALLEY MOUNTAIN REGIONAL CENTER** and approval has been received from the CENTER by way of its BROKER, of such reduction.

12.2.4 All of the CONTRACTOR's insurance (including but not limited to the Non-Owned Automobile Insurance) shall contain a Named Insured Endorsement, which names **VALLEY MOUNTAIN REGIONAL CENTER** as an additional insured. In addition, each certificate of insurance shall list the CENTER as an additional insured, shall state the extent of insurance, the locations and operations to which insurance applies and the expiration date of the insurance. The CONTRACTOR shall ensure the BROKER is also listed as an additional certificate holder.

[NO FURTHER TEXT ON THIS PAGE]

12.2.5 The CONTRACTOR shall at all times provide the CENTER and BROKER with current copies of the CONTRACTOR's insurance certificates. If the CONTRACTOR fails to provide valid current copies of such certificates, the CENTER may terminate this Agreement and obtain any services to be provided by the CONTRACTOR hereunder from any other transportation provider.

12.2.6 The CONTRACTOR shall obtain a broad form property (including contractual liability) endorsement on its liability insurance policy for the benefit of the CENTER.

12.3 WAIVER OF SUBROGATION. The CONTRACTOR's insurance policies shall contain a waiver of subrogation clause for the benefit of the CENTER.

12.4 NO COMPENSATION WHILE UNINSURED OR UNDERINSURED; REMEDIES AVAILABLE TO THE CENTER. If at any time during the term of this Agreement the insurance required pursuant to this Section is canceled, reduced, or modified, or is otherwise not in force, the CONTRACTOR shall not be entitled to payment for any services rendered during any such time period.

13. INDEMNIFICATION OF THE CENTER

13.1 CONTRACTOR shall indemnify, defend and hold harmless the CENTER and its representatives, officers, directors, agents, and employees and their respective heirs, executors, administrators, successors, and assigns, including but not limited to the State of California and its agents and employees and BROKER (collectively referred to as the "CENTER's Indemnified Parties"), from any and all losses, costs, expenses (including but not limited to reasonable attorneys' fees), liabilities, claims, court costs, demands, debts, causes of action, fines, judgments and penalties which arise from or relate to (a) death or injury to people or damage to property in connection with the negligent or willful acts, errors or omissions of the CONTRACTOR or its employees, agents, consultants or anyone employed by them to act on their behalf, (b) claims under workers' compensation acts or other employee benefit acts by CONTRACTOR's agents or employees, (c) CONTRACTOR's failure to perform its obligations under its Primary Service or its obligations under this Agreement in strict accordance with their terms, including CONTRACTOR's breach of any representations or covenants given in connection with the Primary Service and this Agreement, (d) violation of any local, state or federal law, regulation or code by CONTRACTOR or by any of CONTRACTOR's employees, agents, consultants or subcontractors in connection with providing the Primary Service or under this Agreement. CONTRACTOR's liability policy's broad form contractual indemnity endorsement shall protect the CENTER against any claim asserted under this indemnity. CONTRACTOR's indemnity obligations in this paragraph shall apply even in the circumstance where the CENTER's Indemnified Parties or any of them are actively negligent; provided, however, CONTRACTOR shall have no indemnity obligation where the damage or injury is caused by the sole negligence or intentional misconduct of the CENTER's Indemnified Parties or any of them.

[NO FURTHER TEXT ON THIS PAGE]

13.2 The indemnity set forth in this section shall apply during the term of this Agreement and shall also survive the expiration or termination of this Agreement, until such time as action against the CENTER's Indemnified Parties on account of any matter covered by such indemnity is barred by the applicable statute of limitations. Moreover, this indemnity provision does not apply to any claim or action between the signatories of this Agreement for any alleged failure to fulfill obligations under this Agreement or for any alleged violation of any law, unless a claim or action for such a failure or violation is brought in the first instance by a person or entity not a signatory to this Agreement.

13.3 The CONTRACTOR will assume the defense, at its sole expense, and with legal counsel acceptable to CENTER, of any claims or litigation as to which it has an indemnification obligation hereunder; the CENTER shall cooperate with the CONTRACTOR and its counsel, in the defense of any such claims, provided, however, that any costs or expenses associated with such cooperation shall be reimbursed by the CONTRACTOR. If the CONTRACTOR fails to assume the defense of any claim or litigation as to which it has or is determined to have had the obligation to indemnify, the CENTER will have the right to assume its own defense, and the CONTRACTOR will be obligated to reimburse the CENTER for any and all reasonable expenses (including but not limited to attorneys' fees) incurred in the defense of such claims or litigation, in addition to CONTRACTOR's other indemnity obligations there under. The CONTRACTOR shall control the defense and settlement of any claim, provided, however, that if the CONTRACTOR fails to assume the defense of any claim or litigation as to which it has or is determined to have had the obligation to indemnify, the CENTER shall have such control.

14. AMENDMENTS AND WAIVERS

14.1 CONTRACT AMENDMENTS AND MODIFICATIONS. The parties to this Agreement may amend, extend, or otherwise modify the scope of services as described herein. However, any such modifications shall not be valid unless they are documented in writing, signed by all parties to this Agreement and remain subject to review and approval of the DDS in accordance with the provisions of Title 17, Section 58525 (Transportation Service Contract Amendments).

14.2 COMPLIANCE. Any amendment or modification of this Agreement shall comply with requirements of applicable Federal, State, and local statutes and regulations.

14.3 WAIVER; CUMULATIVE REMEDIES. The failure of a party to enforce any of its rights by reason of any breach of a covenant by the other party will not constitute a waiver of such breach. No custom or practice which may develop between the parties in the course of administering this Agreement will be construed to waive any party's right to insist upon the performance by the other party of any covenant in this Agreement.

14.3.1 A waiver of a particular breach will not be deemed to be a waiver of the same or any other subsequent breach. The CENTER's remedies in this Agreement shall be cumulative and in addition to any other remedies in law or equity.

[NO FURTHER TEXT ON THIS PAGE]

15. INDEPENDENT CONTRACTOR STATUS. In accordance with Title 17, Section 50607 (Regional Center Contracting Requirements), the CONTRACTOR agrees that the CONTRACTOR and any agents and employees retained by the CONTRACTOR in the provision of services pursuant to this Agreement, act in an independent capacity and are not acting as an officer, employee or agent of the CENTER or the State of California.

16. ATTORNEYS' FEES AND COSTS. If any legal action or proceeding is commenced by either party to enforce or interpret any provisions or rights under this Agreement, the unsuccessful party to such action or proceeding (as determined by the court in a final judgment or decree) shall pay the prevailing party its attorneys' fees and costs (including, without limitation, such costs, and fees on any appeal). If such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorney's fees shall be included as part of such judgment.

17. NOTICES. Except where oral notification is specifically provided for herein, all notices and information of any kind to be given by either party hereto to the other party shall be in writing and shall be deemed delivered (i) upon delivery, if delivered in person, or (ii) as of the next business day after mailing if delivered by a nationally recognized overnight delivery carrier (e.g., Federal Express) or (iii) three days after same is deposited in the United States Mail, first-class postage prepaid. All written notices shall be addressed to the respective party at their address set forth below such parties' signature on the signature page of this Agreement. Notices to the CENTER shall be addressed to the attention of the Director of Client Services and the Chief Financial Officer of the CENTER.

18. FORCE MAJEURE, SERVICE REASSIGNMENTS AND RATIONING. All parties herein shall be excused from performance hereunder during the time and to the extent that each is prevented from performing by acts of God, strikes or commandeering of vehicles, materials, products, plants, or facilities by the government, when reasonable evidence thereof is presented to the other party.

18.1 The CENTER reserves the right to assign any areas covered by this Agreement to another CONTRACTOR, either in whole or in part, whenever the CONTRACTOR is unable to perform due to strike of CONTRACTOR's employees or such other conditions as are specified in Paragraph 19 above. In such event, the assignment will cover the period in which the CONTRACTOR is unable to perform and will end when the CONTRACTOR has presented satisfactory evidence to the CENTER that the CONTRACTOR is again able to perform the work hereunder.

18.2 If the CONTRACTOR is unable to restore full services and perform the work hereunder within six (6) months of the condition of force majeure, then even though the CONTRACTOR is not in breach at such time, the CENTER shall then have the right and option to terminate this Agreement in accordance with the provisions in Clause (4) of Section 2.1 above or Section 11.2 above.

[NO FURTHER TEXT ON THIS PAGE]

19. SUBCONTRACTING AND ASSIGNMENTS

19.1 In accordance with Title 17, Sections 58524(c)(4) (Transportation Service Contracts), CONTRACTOR shall not subcontract any part of the services to be provided pursuant to this Agreement without prior written approval of the CENTER which may be withheld in the CENTER's sole and absolute discretion. In addition, the CONTRACTOR shall not assign its rights in this Agreement. The transfer of 50 percent or more of the equity interest of the ownership of CONTRACTOR, either through one transaction or on a cumulative basis, shall be deemed an assignment.

19.2 All terms of this Agreement will be binding upon and ensure to the benefit of the parties and their respective administrators or executors, successors, and assigns. However, nothing in this paragraph shall be construed to modify Paragraph 20.1.

20. CONTRACT INTERPRETATION AND ENFORCEABILITY

20.1 SEVERABILITY. If any provision of this Agreement is held to be inoperative, unenforceable, or otherwise invalid, the remaining provisions hereof shall be carried into effect without regard to such inoperative, unenforceable, or otherwise invalid provision. If any provision is held to be inoperative, unenforceable, or otherwise invalid with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

20.2 INTERPRETATION. This Agreement shall not be interpreted against the drafter but shall be interpreted with the understanding that both parties have had input in the final draft of this Agreement.

20.3 SECTION HEADINGS, ETC. The section headings are not intended to define, limit, extend or interpret the scope of this Agreement or any particular paragraph. The masculine, feminine or neuter gender and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

20.4 EXECUTION BY AUTHORIZED INDIVIDUALS. This Agreement shall not be valid until it is signed by (1) the Executive Director and the Director of Community Services of the CENTER and (2) those officers or principals of the CONTRACTOR who, in the CENTER's reasonable judgment, have the authority to bind the CONTRACTOR to this Agreement.

21. ENTIRE AGREEMENT

21.1 This Agreement and ATTACHMENT 2 (Payment Agreement) constitute the entire agreement between the parties concerning the provision of transportation services by the CONTRACTOR to individuals served by the CENTER and contain all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto.

[NO FURTHER TEXT ON THIS PAGE]

21.2 This Agreement must be signed by an officer of CONTRACTOR: (1) an operational officer (i.e., president or vice president) or (2) a financial officer: (i.e., CFO, treasurer, or secretary).

22. AUTHORIZED REPRESENTATIVES; COUNTERPARTS; DELIVERY. Each party represents that the party signing below is an authorized representative of such party and has the authority to bind such party to this Agreement. Signed copies of this Agreement delivered and received by electronic platform, facsimile and/or as a PDF attachment to an email shall be deemed the same as originals.

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

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

CENTRAL VALLEY ADULT CARE LLC,
a California For-Profit Corporation,

By: _____
Leinani Walter
Executive Director

By: _____
John Oraham
Director

By: _____
Brian L. Bennett
Community Services Director

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

Address:
1208 Floyd Avenue, Building A
Modesto, CA 95356

[NO FURTHER TEXT ON THIS PAGE]

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

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

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

1.1.1 ROUTE DESIGN AND SCHEDULING:

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

1.1.2 CUSTOMER SERVICE:

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

1.1.3 VENDOR CONTRACTS ADMINISTRATION:

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

[NO FURTHER TEXT ON THIS PAGE]

1.1.4 QUALITY ASSURANCE:

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

1.1.5 VENDOR BILLING RECONCILIATION:

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

[NO FURTHER TEXT ON THIS PAGE]

ATTACHMENT 2 – PAYMENT AGREEMENT

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

CENTRAL VALLEY ADULT CARE LLC

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

Name of Service: Transportation - Additional Component
Vendor Number: HV0733
Service Code: 880

Name of Service: Transportation - Transportation Assistant
Vendor Number: PV4102
Service Code: 882

Term period: March 1, 2024 through June 30, 2027

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

VENDOR #	SERVICE CODE	RATE	UNIT	MODALITY
HV0733	880	\$ 59.50	Hourly	Group Vehicle Service Hour
		\$ 2.43	Mileage	Per Live Route Mile
PV4102	882	\$ 23.90	Hourly	Hourly Group Assistant

2. COMPENSATION

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

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

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

- a. **Vehicle Service Hour** is defined as those in which persons authorized for transportation services are physically being transported by CONTRACTOR, per vehicle.
- b. **Live Route Mile** is defined as those miles in which authorized persons served are physically being transported by CONTRACTOR, per vehicle.
- c. **Hourly Group Assistant** is defined as those hours in which an aide is assigned to transportation services and is physically in the vehicle with the participants.

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

2.4 TRANSPORTATION OF OUT-OF-AREA INDIVIDUALS.

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

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

[NO FURTHER TEXT ON THIS PAGE]

2.6 The maximum amount which can be paid under this Agreement is \$105,000.00 (one hundred five thousand dollars) for Fiscal Year 2023/2024, \$292,000.00 (two hundred ninety-two thousand dollars) for Fiscal Year 2024/2025, \$292,000.00 (two hundred ninety-two thousand dollars) for Fiscal Year 2025/2026, and \$292,000.00 (two hundred ninety-two thousand dollars) for Fiscal Year 2026/2027.

Signed:

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

CENTRAL VALLEY ADULT CARE LLC,
a California For-Profit Corporation,

By: _____
Leinani Walter
Executive Director

By: _____
John Oraham
Director

By: _____
Brian L. Bennett
Community Services Director

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

Address:
1208 Floyd Avenue, Building A
Modesto, CA 95356

[NO FURTHER TEXT ON THIS PAGE]

ATTACHMENT 3 – CONTAGIOUS VIRUS RESPONSE PLAN

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

1.1 OPERATIONAL CONTROLS:

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

1.2 ADMINISTRATIVE CONTROLS:

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

1.3 PERSONAL PROTECTIVE EQUIPMENT (PPE):

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

1.4 ONBOARD SAFETY MEASURES:

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

1.5 CLEANING AND DISINFECTING PROTOCOLS:

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

1.6 SOCIAL DISTANCING:

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

1.7 VEHICLE VENTILATION:

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

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

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

[NO FURTHER TEXT ON THIS PAGE]

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

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

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

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

[NO FURTHER TEXT ON THIS PAGE]

ATTACHMENT 4 – REFERENCES/TITLE 17

AGENCY: CENTRAL VALLEY ADULT CARE LLC

VENDOR NUMBER: HV0733

SERVICE CODE: 880 – Additional Component

VENDOR NUMBER: PV4102

SERVICE CODE: 882 – Transportation Assistant

TERM: March 1, 2024 through June 30, 2027

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

[NO FURTHER TEXT ON THIS PAGE]



Contract Review Form

Vendor Number (s)	HV0733 - 880 SC PV4102 - 882 SC		
Vendor Name	CENTRAL VALLEY ADULT CARE LLC		
Number of People Served	Approximately 50		
Budget Item	Purchase of Service		
Service Code & Description	Rates & Usage	Contract Type	Fiscal Year (s)
880 – Transportation – Additional Component 882 – Transportation Assistant	* 880 - \$59.50 - per vehicle service hour * 880 - \$2.43 - per live route mile * 882 - \$23.90 - hourly per group assistant	Transportation	2023/2024 through 2026/2027
County Served	Ages Served	Start Date	End Date
Stanislaus	Adult, 18 and Older	3/1/2024	6/30/2027
Contract Renewal (Y/N)	If Yes, Previous Year Contract Amount	New Contract Increase or Decrease	Amount Requested for this Contract
No	n/a	n/a	\$105,000 for FY 23/24 \$292,000 per FY 24/25, 25/26, 26/27
If Contract Amount Changed, Explanation of Change:			
New contract, n/a			
Contract Description:			
Contractor to provide curb-to-curb transportation to/from their day program in Modesto.			
If there are issues with this contract or vendor, description of issue (s):			
No Issues.			
Fiscal Com Board			
Board Member 1st Motion:			
Board Member 2nd Motion:			
Date Approved by Board:			

Contract Summary and Board Resolution

Valley Mountain Regional Center's Board of Directors reviewed the contracts below 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 Stockton, CA 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.

	Service Code	Vendor #	Vendor Name	Initial FY value	Subsequent Value Per FY	Total Value
1	880/882	HV0733 / PV4102	CENTRAL VALLEY ADULT CARE LLC	\$ 105,000.00	\$ 292,000.00	\$ 981,000.00

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.

Lisa Utsey, Board Secretary

Date

Valley Mountain Regional Center

Contract Status

AS OF: December 31, 2023

	OPS	Grant & Other Allocated Funds	Wellness Grant	POS including Federal C	General Total	OPS CPP	START	POS CPP	FG/SC Total
Current FY 2023									
Contract Year E-1	55,388,825			350,864,354	406,253,179	490,914		148,855	578,369
Spent to Date	26,705,987			183,830,112	210,536,099	5,838	-	-	253,980
Unspent	28,682,838			167,034,242	195,717,080	485,077		148,855	324,389
Prior FY 2023									
Contract Year D-3	47,041,601	626,914		338,893,808	386,562,323	490,914		2,278,313	560,300
Spent to Date	46,867,882	-		317,753,451	364,621,332	490,914	-	152,660	440,682
Unspent	173,719	626,914		21,140,357	21,940,991	-	-	2,125,653	119,618
2nd Prior FY 2022									
Contract Year C-4	39,192,861	759,403	1,845,089	289,521,453	331,318,806	486,684	1,135,000	1,224,831	497,593
Spent to Date	39,123,616	582,855	395,995	258,690,766	298,793,233	486,684	724,700	409,461	344,428
Unspent	69,245	176,548	1,449,094	30,830,687	32,525,573	(0)	410,300	815,370	153,165

POS EXPENDITURES

December 31, 2023

	Year to Date	Prior Year to Date	Budget	50.0% % of Total Budget
Community Care Facility	64,573,480	54,014,296	121,400,000	53.2%
ICF/SNF FACILITY	203,805	62,182	360,000	56.6%
Day Care	577,674	618,363	1,224,000	47.2%
Day Training	25,579,320	20,911,583	47,296,054	54.1%
Supported Employment	1,074,101	784,412	2,800,000	38.4%
Work Activity Program	71,386	210,802	403,147	17.7%
Non-Medical Services-Professional	677,092	623,237	1,190,586	56.9%
Non-Medical Services-Programs	14,279,769	12,685,820	27,400,000	52.1%
Home Care Services-Programs	804,442	818,266	2,000,000	40.2%
Transportation	10,689,142	2,205,350	20,300,000	52.7%
Transportation Contracts	2,269,984	3,532,317	8,691,406	26.1%
Prevention Services	8,810,134	8,051,705	16,580,000	53.1%
Other Authorized Services	27,422,003	17,717,356	50,678,361	54.1%
P&I Expense	48,451	40,809	180,000	26.9%
Medical Equipment	79,672	156,403	356,480	22.3%
Medical Care Professional Services	3,363,620	2,119,436	7,344,000	45.8%
Medical Care-Program Services	5,592	7,314	40,320	13.9%
Respite-in-Home	22,371,531	16,503,359	40,520,000	55.2%
Respite Out-of-Home	801,711	648,333	1,200,000	66.8%
Camps	127,204	33,092	900,000	14.1%
	183,830,112	141,744,435	350,864,354	52.4%
CPP		152,660	148,855	0.0%
Total Purchase of Service	183,830,112	141,897,095	351,013,209	52.4%

ICF SPA RECEIVABLES \$ 2,956,177

OPERATIONS EXPENDITURES

January 18, 2024

	Year to Date	Prior Year to Date	Budget	54.2% % of Total Budget
Salaries and Wages	17,948,333	15,170,252	36,100,186	49.7%
Temporary Help	152	10,285	52,000	0.3%
Fringe Benefits	4,018,546	4,202,097	7,871,037	51.1%
Contracted Employees	130,144	72,558	281,333	46.3%
Salaries and Benefits Total	22,097,175	19,455,192	44,304,555	49.9%

	Year to Date	Prior Year to Date	Budget	% of Total Budget
Facilities Rent	1,311,480	1,163,338	3,140,000	41.8%
Facilities Maintenance	569,233	510,555	1,420,000	40.1%
Information Technology	1,557,215	1,287,414	2,701,398	57.6%
General Office Expense	276,283	302,698	576,000	48.0%
Operating Expenses	205,416	135,646	448,000	45.9%
Equipment	24,695	21,961	64,000	38.6%
Professional Expenses	245,949	512,268	628,000	39.2%
Consultants	135,512	65,160	360,000	37.6%
Office Expenses	67,859	33,122	154,000	44.1%
Travel and Training Expenses	215,170	135,033	523,589	41.1%
Foster Grandparent/Senior Companion Expenses	253,980	180,025	578,369	43.9%
CPP Expense	5,838	14,723	490,914	1.2%
Total Operating Expenses	26,965,805	23,817,135	55,388,825	48.7%

Operating Expenses: Telephone, Utilities

Equipment: Equipment Purchases, Equipment Contract Leases

Professional Expenses: Accounting Fees, Advertising, ARCA Dues, Bank Fees, 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