



Finance Committee Meeting

Wednesday, June 14, 2023, 4:00 PM

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

702 N. Aurora Street

[https://us06web.zoom.us/j/84460814954?](https://us06web.zoom.us/j/84460814954?pwd=MUYwKzcrSGVFckZYeWIHS29mMIRPZz09&from=addon)

[pwd=MUYwKzcrSGVFckZYeWIHS29mMIRPZz09&from=addon](https://us06web.zoom.us/j/84460814954?pwd=MUYwKzcrSGVFckZYeWIHS29mMIRPZz09&from=addon), Meeting ID: 844 6081 4954,
Passcode: 537536, One tap mobile +16694449171

Stockton, CA, 95202



Meeting Book - Finance Committee Meeting

Finance Committee Meeting

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

Alicia Schott

B. Review and Approval of Finance Committee Meeting Minutes of 05/10/23

Alicia Schott

Action

C. Approval of Contracts over \$250,000

Corina Ramirez

Action

D. Fiscal Department Update

Melissa Stiles

1. Contract Status Report (CSR)

Action

2. Purchase of Service (POS) Expenditures

3. Operations (OPS) Expenditures

4. Cash Projection Report

E. Next Meeting - Wednesday, July 12, 2023, 5:30 PM, VMRC

Stockton Office Cohen Board Room and via Zoom Video Conference

(Hybrid)

Alicia Schott



Minutes for Finance Committee Meeting

05/10/2023 | 05:30 PM - 06:30 PM

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

Committee Members Present: Linda Collins, Jose Lara, Alicia Schott, Lisa Utsey, Connie Uychutin, Apriely Sisk

Committee Members Not Present: Margaret Heinz (informed absence)

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

Public Present: Rachelle Munoz (facilitator)

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

Alicia Schott called the meeting to order at 5:30pm. Doug Bonnet took roll call. The committee reviewed the meeting agenda and the corrections to the agenda.

B. Review and Approval of Finance Committee Meeting Minutes of 04/12/23

The Committee reviewed the minutes from the Finance Committee Meeting of 04-12-2023. Lisa Utsey made a motion to approve the Finance Committee Meeting Minutes of 04-12-2023. Linda Collins seconded the motion. The Finance Committee Meeting Minutes of 04-12-2023 were approved unanimously.

C. Approval of Contracts over \$250,000

Corina Ramirez presented the contracts over \$250,000 expiring 06-30-2023. Corina answered any questions that the committee had. Linda Collins made a motion to approve

the contracts over \$250,000. Lisa Utsey seconded the motion. Connie Uychutin abstained. The Contracts over \$250,000 were approved.

D. Fiscal Department Update

1. Melissa Stiles presented the Contract Status Report (CSR) as of March 31, 2023. Connie Uychutin made a motion to approve the Contract Status Report as of March 31, 2023. Lisa Utsey seconded the motion. The CSR as of March 31, 2023 passed unanimously.
2. Melissa Stiles presented the Purchase of Service (POS) Expenditures and answered any questions the committee had.
3. Melissa Stiles presented the Operations (OPS) Expenditures and answered any questions the committee had.

E. Next Meeting - Wednesday, June 14, 2023, 5:30 PM, VMRC Stockton Office Cohen Board Room and via Zoom Video Conference (Hybrid)

Contract Board Approval Report

Contracts Expiring:
7/31/2023

VendorNumber	VendorName	SrvcCode	VendorCategory
PV0844	Beyond Words Speech Therapy	116	Early Start Specialized Therapeutic Services

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$2,280,000	8/1/2022	7/31/2023	Tara Sisemore-Hes	Early Start

Rate

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

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	
\$2,400,000	8/1/2023	7/31/2024	Auto Renew Amend	Increase NTE\$		5.26%

PropRate

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

VendorNumber	VendorName	SrvcCode	VendorCategory
SV0023	Central Valley Training Center RAPID	17	Crisis Team-Evaluation/Behavioral Intervention

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$1,500,000	8/1/2022	7/31/2023	Brian L Bennett	Community Svcs

Rate

\$48.15/hr

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	
\$1,500,000	8/1/2023	7/31/2024	Auto Renewal	Extend Contract		0.00%

PropRate

\$48.15/hr

VendorNumber	VendorName	SrvcCode	VendorCategory
SV0009	Central Valley Training Center Modesto Program	515	Behavior Management Program

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$3,120,000	8/1/2022	7/31/2023	Brian L Bennett	Community Svcs

Rate

\$135.77/cons/day (DDS-set rate); \$1.86 NM rate

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	
\$3,300,000	8/1/2023	7/31/2024	Auto Renewal	Extend Contract		5.77%

PropRate

\$135.77/cons/day (DDS-set rate); \$1.86 NM rate

Contract Board Approval Report

Contracts Expiring:
7/31/2023

VendorNumber	VendorName	SrvcCode	VendorCategory
S29378	Central Valley Training Center Stockton Program	515	Behavior Management Program

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$3,100,000	8/1/2022	7/31/2023	Brian L Bennett	Community Svcs

Rate

\$130.63/cons/day + \$1.86/hr Non-mobile supplement

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	
\$3,200,000	8/1/2023	7/31/2024	Auto Renewal	Extend Contract		3.23%

PropRate

\$130.63/cons/day + \$1.86/hr Non-mobile supplement

VendorNumber	VendorName	SrvcCode	VendorCategory
HV0503	Central Valley Training Center Stockton Tam O'Shanter	515	Behavior Management Program

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$2,343,833	8/1/2022	7/31/2023	Brian L Bennett	Community Svcs

Rate

\$128.33 per consumer, per day; Non-Mobile rate is \$1.86/cons/hour.

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	
\$2,450,000	8/1/2023	7/31/2024	Auto Renewal	Extend Contract		4.53%

PropRate

\$128.33 per consumer, per day; Non-Mobile rate is \$1.86/cons/hour.

VendorNumber	VendorName	SrvcCode	VendorCategory
SV0019	Chance 4 Change Valley Mountain Inc	896	Supported Living Services

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$996,000	8/1/2022	7/31/2023	Brian L Bennett	Community Svcs

Rate

Tier 1-\$36.19/hr; Tier 2-\$30.07/hr; Tier 3-\$28.27/hr; Tier 4-\$26.50/hr; \$0.32 per mile approved appts.

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	
\$996,000	8/1/2023	7/31/2024	Auto Renewal	Extend Contract		0.00%

PropRate

Tier 1-\$36.19/hr; Tier 2-\$30.07/hr; Tier 3-\$28.27/hr; Tier 4-\$26.50/hr; \$0.32 per mile approved appts.

Contract Board Approval Report

Contracts Expiring:
7/31/2023

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

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$488,580	8/1/2022	7/31/2023	Brian L Bennett	Community Svcs

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

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$488,580	8/1/2023	7/31/2024	Auto Renewal	Extend Contract		

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

VendorNumber	VendorName	SrvcCode	VendorCategory
PV1662	L.I.F.E. ESAIP	48	Client/Parent Support Behavior Intervention Training

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$1,380,000	8/1/2022	7/31/2023	Tara Sisemore-Hes	Early Start

Rate
\$84.63 per hour

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$1,380,000	8/1/2023	7/31/2024	Auto Renewal	Extend Contract		

PropRate
\$84.63 per hour

VendorNumber	VendorName	SrvcCode	VendorCategory
SV0010	Person Centered Services SLS	896	Supported Living Services

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$1,560,000	8/1/2022	7/31/2023	Brian L Bennett	Community Svcs

Rate
\$37.29/hr

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$1,560,000	8/1/2023	7/31/2024	Auto Renewal	Extend Contract		

PropRate
\$37.29/hr

Contract Board Approval Report

Contracts Expiring:
7/31/2023

VendorNumber	VendorName	SrvcCode	VendorCategory
S29395	Person Centered Services BMP	515	Behavior Management Program

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$4,680,000	8/1/2022	7/31/2023	Brian L Bennett	Community Svcs

Rate

\$152.07/cons/day or \$27.65/cons/hr; \$41.73 TDS

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	
\$5,160,000	8/1/2023	7/31/2024	Auto Renewal	Extend Contract		10.26%

PropRate

\$152.07/cons/day or \$27.65/cons/hr; \$41.73 TDS

VendorNumber	VendorName	SrvcCode	VendorCategory
HV0421	Person Centered Services CITP	55	Community Integration Training Program

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$721,127	8/1/2022	7/31/2023	Brian L Bennett	Community Svcs

Rate

\$128.81/cons/day or \$23.42/cons/hr

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	
\$840,000	8/1/2023	7/31/2024	Auto Renewal	Extend Contract		16.48%

PropRate

\$128.81/cons/day or \$23.42/cons/hr

VendorNumber	VendorName	SrvcCode	VendorCategory
HV0396	Person Centered Services Lodi BMP	515	Behavior Management Program

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$611,104	8/1/2022	7/31/2023	Brian L Bennett	Community Svcs

Rate

\$152.02/cons/day or \$27.64/cons/hr; \$41.73 for TDS

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	
\$800,000	8/1/2023	7/31/2024	Auto Renewal	Extend Contract		30.91%

PropRate

\$152.02/cons/day or \$27.64/cons/hr; \$41.73 for TDS

Contract Board Approval Report

Contracts Expiring:
7/31/2023

VendorNumber	VendorName	SrvcCode	VendorCategory
SV0021	Turlock Area SLS Inc.	896	Supported Living Services

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
\$375,000	8/1/2022	7/31/2023	Brian L Bennett	Community Svcs

Rate
\$34.38/hr

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:	Increase/Decrease in NTE \$:	0.00%
\$375,000	8/1/2023	7/31/2024	Auto Renewal	Extend Contract		

PropRate
\$34.38/hr

Contract Board Approval Report

Contracts Expiring:

VendorNumber	VendorName	SrvCode	VendorCategory
HV0636	Kavere Services - Cherryland	113	Specialized Residential Facility (Habilitation)-DSS-Lice

Current Contract:

NTE	EffecDate	ExpDate	ResponsibleStaff	ResponsibleDept
			Brian L Bennett	Community Svcs

Rate

Proposed Contract:

PropNTE	PropEffDate	PropExpDate	Action:	ActionReason:
\$1,050,373.92	6/1/2023	1/31/2024	Amendment	Add Program

PropRate
\$21,478.79 per consumer, per month, inclusive of SSI

BOD Approval Date: _____

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

This Independent Contractor Contract ("Contract") entered into on the 1st day of February, 2020, in the City of Stockton, County of San Joaquin, State of California, by and between Valley Mountain Regional Center, Inc. ("Center") and Kavere Services, Inc. ("Contractor") is hereby as amended as follows:

Exhibits A, B and C – HV0636 are added effective June 1, 2023, as follows:

**EXHIBIT A
SERVICES – HV0636
Kavere Services – Cherryland Home**

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

"A regional center shall classify a vendor as a DSS Licensed-Specialized Residential Facility provider if the vendor operates a residential care facility licensed by the Department of Social Services (DSS) for individuals with developmental disabilities who require 24-hour care and supervision and whose needs cannot be appropriately met within the array of other community living options available. Primary services provided by a DSS Licensed-Specialized Residential Facility may include personal care and supervision services, homemaker, chore, attendant care, companion services, medication oversight (to the extent permitted under State law) and therapeutic social and recreational programming, provided in a home-like environment. Incidental services provided by a DSS Licensed-Specialized Residential Facility may include home health care, physical therapy, occupational therapy, speech therapy, medication administration, intermittent skilled nursing services, and/or transportation, as specified in the IPP. This vendor type provides 24-hour on-site response staff to meet scheduled or unpredictable needs in a way that promotes maximum dignity and independence, and the provision of supervision and direct care support to ensure the consumers' health, safety and well-being. Other individuals or agencies may also furnish care directly, or under arrangement with the DSS Licensed-Specialized Residential Facility, but the care provided by these other entities must supplement the care provided by the DSS Licensed-Specialized Residential Facility and does not supplant it. Regional Center monitoring of the DSS Licensed-Specialized Residential Facility shall be in accordance with the applicable state laws and licensing regulations, including Title 17, and the regional center admission agreement. Payment for services in a DSS Licensed-Specialized Residential Facility must be made pursuant to Title 17, Section 56919 (a), after the regional center obtains approval from the Department for payment of the prevailing rate or, pursuant to Welfare & Institutions Code, Section 4648 (a)(4), the regional center may contract for the provision of services and supports for a period of up to three years, subject to the availability of funds."
2. Additional Definitions:
 - A. "Direct Care Staff" means staff who personally provide hands-on training provided by the vendor in accordance with the requirements of consumers' Individual Program Plan and the provisions of Title 17, Section 56722 of California Code of Regulations.
 - B. "Direct Care Staff" means staff that personally provide hands-on training provided by the vendor in accordance with the requirements of consumers' Individual Program Plan

and the provisions of Title 17, Section 56722 of California Code of Regulations, and who are involved in program preparation functions in accordance with the provisions of Title 17, Section 54302(a)(23).

- C. "Generic Agency" means any agency which has a legal responsibility to serve all members of the general public, and which is receiving public funds for providing such services.
- D. "Natural Environments" means places and social contexts commonly used by individuals without disabilities.
- E. "Person Centered Planning" means an approach to determining, planning for, and working toward the preferred future of a person with developmental disabilities and her or his family.

3. Specific Consumer Services.

- A. Contractor agrees to provide the Specialized Children Residential services in a facility located at 4017 N. Cherryland Ave. Stockton CA 95215
- B. Cherryland Home will be vendored for a total of five (4) beds. The facility will have one (4) private bedrooms and zero shared rooms.
- C. Cherryland Home will be a specialized children's Group Home for intellectually and developmentally disabled male or female ambulatory children between the ages of 6 and 18 who may have severe disruptive or self-injurious behavior deficits, including temper tantrums, property destruction, verbal and physical aggression, head banging and children in need of social skills training.
- D. Contractor agrees to assist consumers to develop self-control strategies to reduce or eliminate barriers that prevent their accessibility to living in a less restrictive environment.
- E. The contractor's treatment model will include an adequate number of appropriate clinical professionals, including the required psychiatric consultant, and qualified direct service providers to support residents that are behaviorally challenged.
- F. Contractor agrees to provide services in accordance with Contractor's Program Design attached hereto as Exhibit C and incorporated herein by reference.
- G. Refusal to accept a referral is limited to individuals who are judged to be beyond the scope of the "target population" contained in the approved program design (Exhibit C).
- H. Contractor agrees to adhere to the Zero Tolerance Policy for Consumer Abuse or Neglect attached hereto as Exhibit D.
- I. The contractor hereby warrants that all work will be performed in accordance with accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws.
- J. Contractor agrees that this facility shall be operated in accordance with Title 17, Division 2 of the California Code of Regulations concerning services for persons with developmental disabilities, Title 22, Division 6 of the California Code of Regulations concerning licensure of community care facilities, and Center's "Best Practice in Licensed Residential Services."

- K. Contractor under this agreement is obligated to the following service delivery model:
- 1) Facility Management Oversight- a "Facility Administrator" for Group Homes for Children certified by Community Care Licensing of no less than 20 hours weekly as required by Center's Best Practice in Licensed Residential Services, or more if needed. A full-time 40 hour per week "House Manager" to assist in the oversight of the facility operations and implementation of components of the specialized residential service.
 - 2) Staffing Ratios and Consumer Supervision- at a ratio to meet consumer supervision needs, 280 hours of additional weekly direct care staffing above the required 24-hour staff person; one (1) awake-night staff.
 - 3) Direct care staff shall receive training on Trauma Informed Care, using the "train the trainer" model from the Kavere Social Worker.
 - 4) Assessment and support strategies shall incorporate the diverse and multi-cultural uniqueness of each child.
 - 5) Consultant Services: The following consultants will be utilized by Contractor: Psychiatrist services will be provided at two (1) hours per resident, per month; Behavioral Consultant service will be provided by the University of Pacific at six (6) hours per resident, per month;
- L. Contractor acknowledges that Contractor does not obtain by this Contract a guarantee and/or a vested right to have any particular consumer(s) and/or any number of consumers assigned, transferred or sent to Contractor under this Contract other than the number(s) specified in Section 1 of this Contract. Further, Contractor shall not limit and/or interfere with Center's right under Title 17 regulations to secure for any consumer served by Contractor additional and/or alternative services which the consumer's Planning Team has determined as needed.
- M. Contractor is to provide appropriate personnel and equipment to perform the services contracted for herein.
- 1) The contractor agrees to follow IPP documentation requirements as stated in Title 17, California Code of Regulations, Sections 56022 and 56026, and to provide such training to its staff as needed to assure adequacy of documentation.
 - 2) Contractor agrees to follow person centered planning philosophies as published by DDS for consumers receiving services, and to provide and/or procure such training as needed to ensure adequate staff participation in person centered planning.
 - 3) Contractor agrees to notify consumers, service coordinators, care providers, and other significant persons of annual review staffing in advance. Center agrees to notify Contractor of annual or IPP meetings in advance.
 - 4) Contractor agrees that it shall submit written quarterly reports to the Center's case management staff for individual consumers reflecting progress toward the agreed upon Individual Program Plan/Individual Family Service Plan (IPP/IFSP) objectives.

4. Authorization to Purchase Services Required.

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

5. Contractor Staff.

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

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

EXHIBIT B
RATE OF PAYMENT – HV0636
Kavere Services – Cherryland Home

1. Center shall pay Contractor at the following Negotiated Rate:
 - A. \$21,478.79 per consumer per month, inclusive of SSI.
 - B. Center will pay the difference between the rate listed in 1A and the current SSI amount; this amount is referred to as the “Rate Supplement.”
 - C. Should Contractor accept a respite or short-term placement (less than a full month), the rate will be the monthly rate divided by 21.
 - D. This rate shall constitute the total amount of compensation for Contractor’s performance of this Contract.
2. \$1,050,373.92 is the maximum amount which can be paid by Center to Contractor under this Contract, unless otherwise agreed to in writing by the Parties.
3. Contractor attests that fiscal and program related documentation is complete, accurate to the best of Contractor’s knowledge, supported by records and source documentation, prepared in accordance with instructions provided by the Department and subject to audit.
4. Both parties to this Contract have come to a full understanding and agreement of a specified method used to accumulate data contained in the Contractor’s documentation. Contractor attests that it utilizes said specified methods.
5. Center has informed Contractor of the applicable and correct median rate for the services to be provided under this Contract.

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

Accepted and agreed to:

Valley Mountain Regional Center

Dated: _____

By: Anthony (Tony) Anderson
Its: Executive Director

Contractor
Kavere Services Inc.

Dated: _____

By: Richard Herrera
Its: President

EXHIBIT C
PROGRAM DESIGN – HV0636

EXHIBIT D

Zero Tolerance Policy for Consumer Abuse or Neglect

1.0 STATEMENT OF PURPOSE

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

2.0 DEFINITIONS

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

- **Physical Abuse:** Any act which results in non-accidental injury. The use or attempt to use force on the person of another, unreasonable physical constraint, prolonged or continual deprivation of food and water, chemical restraint, or psychotropic medication without medical authorization used for punishment.
- **Sexual Abuse:** Any non-consenting sexual act or behavior.
- **Financial Abuse:** The illegal or unethical exploitation and/or use of a consumer's funds, property, or other assets.
- **Neglect:** The negligent failure of a person(s) having care or custody of a consumer to exercise a reasonable degree of care including, but not limited to, a failure to assist in personal hygiene and the provision of food, clothing, and shelter, or failure to provide medical care or protect the client from health and safety hazards including a medical diagnosis of failure to thrive.
- **Abandonment:** The desertion of a consumer by someone who is a caregiver or has custody of the consumer under circumstances in which a reasonable person would continue to provide care and custody.
- **Abduction:** The removal, without the consent of the consumer/conservator, of a consumer/conservatee to another state.

- Isolation: The intentional preventing of a consumer from receiving mail, telephone calls or visitors when contrary to the expressed wishes of the consumer.
- Emotional Abuse/Mental Suffering: Fear, agitation, confusion, severe depression or other forms of emotional distress that is brought about by deprivation, threats, harassment, or other forms of intimidating behavior.

3.0 PRINCIPALS, GUIDELINES

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

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

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

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

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

REPORTING PROCEDURES

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

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

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

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

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

Ombudsman's Offices:

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

EXHIBIT E
BUSINESS ASSOCIATE AGREEMENT

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 Beyond Words Speech Therapy, PV0844 116	\$ 2,400,000
2 Central Valley Training Center, SV0023 17	\$ 1,500,000
3 Central Valley Training Center, SV0009 515	\$ 3,300,000
4 Central Valley Training Center, S29378 515	\$ 3,200,000
5 Central Valley Training Center, HV0503 515	\$ 2,450,000
6 Chance 4 Change, SV0019 896	\$ 996,000
7 Choice Creekview Home, HV0256 113	\$ 488,580
8 L.I.F.E., PV1662 048	\$ 1,380,000
9 Person Centered Services, SV0010 896	\$ 1,560,000
10 Person Centered Services, S29395 515	\$ 5,160,000
11 Person Centered Services, HV0421 055	\$ 840,000
12 Person Centered Services, HV0396 515	\$ 800,000
13 Turlock Area SLS, SV0021 896	\$ 375,000
14 Kavere Services, HV0636 113	\$ 1,050,374

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

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

Lynda Mendoza, Board Secretary

Date

Valley Mountain Regional Center

Contract Status
AS Of: April 30, 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 D-1	43,667,697	329,702		312,173,740	356,171,139	243,332		100,000	560,300
Spent to Date	38,352,387	97,479		280,721,930	319,171,796	28,058	-	152,660	306,715
Unspent	5,315,310	232,223		31,451,810	36,999,343	215,274	-	(52,660)	253,585
Prior FY 2022									
Contract Year C-4	39,192,861	902,260	1,845,089	289,378,596	331,318,806	486,684	1,135,000	1,224,831	497,593
Spent to Date	39,048,616	434,608	108,621	258,690,766	298,282,611	486,684	668,016	409,461	344,428
Unspent	144,245	467,652	1,736,468	30,687,830	33,036,195	-	466,984	815,370	153,165
2nd Prior FY 2021									
Contract Year B-4	34,646,607	-	-	253,549,473	288,196,080	469,833		3,016,620	484,702
Spent to Date	34,646,607	-	-	244,399,625	279,046,232	469,833	-	2,818,779	465,777
Unspent	-	-	-	9,149,848	9,149,848	-	-	197,841	18,925

POS EXPENDITURES

April 30, 2023

	Year to Date	Prior Year to Date	Budget	83.3% % of Total Budget
Community Care Facility	96,831,968	78,475,725	118,000,000	82.1%
ICF/SNF FACILITY	62,182	94,536	450,000	13.8%
Day Care	995,473	1,075,228	1,530,000	65.1%
Day Training	35,819,437	31,240,939	44,000,000	81.4%
Supported Employment	1,506,292	1,503,618	2,250,000	66.9%
Work Activity Program	337,123	371,976	504,000	66.9%
Non-Medical Services-Professional	958,179	1,564,905	1,449,482	66.1%
Non-Medical Services-Programs	21,525,231	20,980,568	26,000,000	82.8%
Home Care Services-Programs	1,332,053	1,206,182	2,500,000	53.3%
Transportation	5,749,734	1,248,521	7,000,000	82.1%
Transportation Contracts	6,382,927	5,157,685	10,864,258	58.8%
Prevention Services	13,820,071	12,659,114	17,000,000	81.3%
Other Authorized Services	32,239,939	24,146,001	38,700,000	83.3%
P&I Expense	67,465	46,674	100,000	67.5%
Hospital Care		380,000	630,000	0.0%
Medical Equipment	290,822	296,842	445,600	65.3%
Medical Care Professional Services	3,566,038	3,519,895	4,300,000	82.9%
Medical Care-Program Services	13,159	20,014	50,400	26.1%
Respite-in-Home	29,594,472	23,897,768	34,400,000	86.0%
Respite Out-of-Home	1,020,750	355,469	1,500,000	68.1%
Camps	34,893	1,990	500,000	7.0%
	252,148,208	208,243,650	312,173,740	80.8%
CPP	152,660	729,813	100,000	152.7%
Total Purchase of Service	252,300,868	208,973,463	312,273,740	80.8%

ICF SPA RECEIVABLES \$ 2,873,307

OPERATIONS EXPENDITURES

May 31, 2023

	Year to Date	Prior Year to Date	Budget	91.7% % of Total Budget
Salaries and Wages	25,946,434	22,185,842	28,500,000	91.0%
Temporary Help	21,835	31,703	65,000	33.6%
Fringe Benefits	5,945,493	4,604,776	6,935,767	85.7%
Contracted Employees	169,114	106,146	203,000	83.3%
Salaries and Benefits Total	32,082,876	26,928,467	35,703,767	89.9%

	Year to Date	Prior Year to Date	Budget	% of Total Budget
Facilities Rent	1,859,022	1,819,629	2,000,000	93.0%
Facilities Maintenance	756,191	667,808	900,000	84.0%
Information Technology	1,931,745	2,057,843	2,200,000	87.8%
General Office Expense	421,113	313,156	545,000	77.3%
Operating Expenses	256,248	237,201	360,000	71.2%
Equipment	39,115	36,099	80,000	48.9%
Professional Expenses	249,111	194,187	385,000	64.7%
Consultants	387,725	200,115	500,000	77.5%
Office Expenses	61,443	79,451	80,000	76.8%
Travel and Training Expenses	307,798	140,033	390,000	78.9%
Foster Grandparent/Senior Companion Expenses	306,715	283,480	560,300	54.7%
CPP Expense	28,058	92,916	243,332	11.5%
Total Operating Expenses	38,687,160	33,050,385	43,947,399	88.0%

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

CASH PROJECTION

55,321,521.00	BALANCE AS OF	6/7/2023
(1,550,000.00)	OPS CHECK RUNS	JUNE/JULY
(24,500,000.00)	POS CHECK RUNS	JUNE
(3,750,000.00)	PAYROLL	THRU 7/8/2023
(25,000,000.00)	POS CHECK RUNS	JULY
521,521.00	ESTIMATED CASH BALANCE	7/17/2023