



REVISED

Self-Determination Advisory Committee (SDAC) Meeting Agenda

August 7, 2023
5:00 PM to 7:00PM

Teleconference via Zoom Webinar

<https://us02web.zoom.us/j/81810617408?pwd=bzISQ3p1R2kydIBmNIRBRUdNVDNGUT09>

Passcode: 226416

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

Webinar ID: 818 1061 7408

Passcode: 226416

International numbers available: <https://us02web.zoom.us/j/81810617408?pwd=bzISQ3p1R2kydIBmNIRBRUdNVDNGUT09>

Pursuant to Government Code Sections 11123.1 and 11125(f), individuals with disabilities who require accessible alternatives formats of the agenda and related meeting materials and/or auxiliary aids/services to participate in the meeting should contact Isis Rasmussen @ (661) 873-4574 or email at isis.rasmussen@kernrc.org

AGENDA

1) Call to Order

2) Establish of Quorum:

- This means at one more than half of the committee members needs to be present for votes to occur. That means three committee members need to be present to vote, but the committee can discuss and solve problems without voting on anything.
- There are seven members of this committee:
 - Rick Wood, chair (SCDD appointee)
 - Kelly Kulzer-Reyes (KRC appointee)
 - Nico Snyder (KRC appointee)
 - Sandra Van Scotter (SCDD appointee)
 - Adeyinka Glover (OCRA representative, required by statute),
 - Virginia Gantong (Family Resource Center representative- Exceptional Families Center, required by statute)
 - Abigail Teasdale (SCDD appointee)
- If you are interested in serving, please contact KRC's Enrique Roman or SCDD's Yolanda Cruz to volunteer.

3) Additional Items: Discussion items can be added. Items added here cannot be voted on today. You can also mention things you would like focused on at a future meeting.

4) Public Comment: Comments about items not on the agenda are welcome! If your concern/topic is on the agenda, please join the discussion and add your thoughts there, too.

5) Approval of Minutes for SDLVAC Meeting May 2023 and June 2023 **Action**

6) Status of SDP (Wood/Kulzer-Reyes)

- RFP Contract Approval **Action**
- Updates on SDP at KRC and statewide **Discussion**
 - a. Celebrations (Kulzer-Reyes)
 - b. Obstacles (Kulzer-Reyes)
 - c. **Outreach strategy to vendors about SDP**
 - d. Directives (Wood/Kulzer-Reyes)
 - e. Statewide Committee updates (Wood)
 - i. **Update on the next DDS SDP workgroup meeting**

7) KRC Updates **Discussion**

- a) Self-Determination Program Enrollment
- b) General Updates on the Self-Determination Program
- c) *Data request: Presentation and Discussion of the obstacles in the transition to SDP -*
 - a. SDP Enrollment summary (Participant Choice Specialists)
 - b. Orientation completions (demographic data: ethnicity, location, and language group)

8) Topics for Next Meeting

Discussion

- **Members of the public – suggestions welcome!**

Upcoming meetings,

- September 11 (Labor Day is Sept 4)
- October 2
- November 6
- December 4

9) Adjournment



Kern Regional Center (KRC)

Self-Determination Advisory Committee (SDAC) Meeting Agenda

May 1, 2023 @ 5:00 PM

Teleconference via Zoom Webinar

<https://us02web.zoom.us/j/87971623766?pwd=ZkpMemlFTmE2Y0tHSmpRazkrT3NTUT09>

Passcode: 836673

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

Webinar ID: 879 7126 3766

Passcode: 836673

International numbers available: <https://us02web.zoom.us/j/87971623766?pwd=ZkpMemlFTmE2Y0tHSmpRazkrT3NTUT09>

Pursuant to Government Code Sections 11123.1 and 11125(f), individuals with disabilities who require accessible alternatives formats of the agenda and related meeting materials and/or auxiliary aids/services to participate in the meeting should contact Michele Rodriguez @ (661)852-3272 or email at mrodriguez@kernrc.org Requests must be received by

1) Call to Order

2) Establish of Quorum:

- This means at one more than half of the committee members needs to be present for votes to occur. That means three committee members need to be present to vote, but the committee can discuss and solve problems without voting on anything.
- There are seven members of this committee:
 - Rick Wood, chair (SCDD appointee)
 - Kelly Kulzer-Reyes (KRC appointee)

- Nico Snyder (KRC appointee)
- Sandra Van Scotter (SCDD appointee)
- Adeyinka Glover (OCRA representative, required by statute),
- Virginia Gantong (Family Resource Center representative- Exceptional Families Center, required by statute)
- Abigail Teasdale (SCDD appointee)
- If you are interested in serving, please contact KRC's Enrique Roman or SCDD's Yolanda Cruz to volunteer.

3) Additional Items: Discussion items can be added. Items added here cannot be voted on today. You can also mention things you would like focused on at a future meeting.

Called to order at 5:08 pm

4) Public Comment: Comments about items not on the agenda are welcome! If your concern/topic is on the agenda, please join the discussion and add your thoughts there, too.

No public comment

5) Approval of Minutes for SDLVAC Meeting April 2023

6) Status of SDP (Wood/Kulzer-Reyes)

- RFP vote

Action

Last we met, the committee agreed we would split the funds in half between Ally and the combined Eastern Sierra SDP Gurus.

Agreed on common project of outreach and orientation work. Then, the remainder will be split with each organization.

Rick raised the issue on the 10th to set aside the DVU book and distribute it to those who could benefit from them. Rick would like to purchase at least ten of those for committee members.

Some members already have the book.

- Updates on SDP at KRC and statewide **Discussion**
 - a. Celebrations (Kulzer-Reyes) and Obstacles (Kulzer-Reyes): FMS request

Cambrian has sent the email below to all of their clients....I just exited spending plan hell from all of the rare increase adjustments...and back in I go!

Good morning, everyone,
 - A new directive issued by the Department of Developmental Services on April 26th, is changing the way that FMSs are being paid by the Regional Centers. This does not affect your budget, since the FMS management fees are paid outside of the SDP budget, directly by the Regional Centers.
 - However, the new fee structure is based on the number of service providers included on the spending plan, rather than being based on the number of service codes on a spending plan.

- This means that everyone's spending plan will need to have a line for each service provider, naming the service provider, the hours and dollar amount going towards that provider.

Everyone must review their spending plans, and update it if necessary. If all of your providers are already listed on the spending plan, there's no need to resend the spend

- Could KRC please reach out to FMSs to arrange onboarding for participants ready to move into SDP?

a. Outreach strategy to vendors about SDP

So many ideas shared to support vendors. Sandra is willing to help vendors get signed up with FMSs.

Staff, please share your ideas on how to improve outreach in Kern, Inyo, and Mono counties

Vendors should know that SDP is growing and may be the best time to get in. – M. Gates

One day program provider is leaving the SDP model.

b. Directives (Wood/Kulzer-Reyes)

- When will Bagley Keene online meeting exception end?
- New FMS fee increase – also a celebration – but a bit of a challenge with the delays.
- FMS is not paid from the individual budgets

- a. Statewide Committee updates (Wood)
 - i. Update on the next DDS SDP workgroup meeting: Next meeting will be June 6th
 - ii. Most regional centers do not provide any data. Request data from the reporting tool based on chairs reports. If they do not receive the data, they will have the opportunity to state, "xRC did not provide the data requested."

7) KRC Updates

- a) KRC SD Updates **Discussion**
- b) *Data request: Presentation and Discussion of the obstacles in the transition to SDP -* **Discussion**
 - a. SDP Enrollment summary (Participant Choice Specialists)

Currently

84% English

15% Spanish

1% ASL

54% White

24% Spanish/Latin

5% Native American

7% African American

Bakersfield 30%

Bishop 25%

Mammoth 13%

Other areas – small numbers Eastern Sierra – over half of participants

Spanish speakers – Bakersfield (9), Inyo (2), Mono, Tehachapi (none) McFarland (1)

- b. Orientation completions (demographic data: ethnicity, location, and language group)

English speakers

27 Bakersfield

40 Inyo

21 Mono

3 Ridgecrest

0 Delano

4/25/23 data

Signed up for LMS but have not completed

Follow up with consumers who have started LMS

214 enrolled in LMS presentation. English – 115 have completed. 13 have completed in Spanish.

125 currently enrolled in SDP and there are 2 remaining to transition. ASL – 7 have completed.

Implementation Funds: Going forward (M. Waters and Committee)

Melanie confirmed that there will not be a purchase of DVU text right now because Michi has volunteered to purchase the books for staff who do not have a copy. She is planning to purchase both English and Spanish.

8) Topics for Next Meeting

Discussion

- **Members of the public – suggestions welcome!**
- **Updates from May 3rd meeting at the DDS SDP**
- **Vendor training issue: continue discussion**
- **RFP proposals for Year 4**

9) Dates of Next Meetings (First Monday each month except July and January)

- June 5
- August 7
- September 11 (Labor Day is Sept 4)
- October 2
- November 6
- December 4

Yolanda: SCDD will have orientation in Farsi, Armenian, Hmong, and Spanish

<https://scdd.ca.gov/sdp-orientation/>

The May SCDD Statewide SDP Orientations include Armenian, Farsi, Hmong, and Spanish trainings. Please take a look on our SCDD Webpage (<https://scdd.ca.gov/sdp-orientation/>) to refer to specific training dates and access translated materials. The flyers for general registration are attached and can be circulated widely for registration and promotional purposes to your local communities.

A reminder that our SCDD webpage contains resource buttons leading to Arabic, Farsi, Armenian, Tagalog, Khmer, Simplified Chinese, and Korean SDP Orientation materials (in addition to the dedicated Spanish and Vietnamese pages).

10) Adjournment

Kelly moved to adjourn

Nico seconded the motion.



Kern Regional Center (KRC)

Self-Determination Advisory Committee (SDAC) Meeting Agenda

Hybrid In-person and Teleconference Meeting Kern Regional Center

June 5, 2023 @ 5:00 PM

Teleconference via Zoom Webinar

<https://us02web.zoom.us/j/87971623766?pwd=ZkpMemlFTmE2Y0tHSmpRazkrT3NTUT09>

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2) Establish of Quorum:

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- There are seven members of this committee, at least two of whom celebrate birthdays this week:
 - Rick Wood, chair (SCDD appointee) Happy Birthday, Rick!
 - Kelly Kulzer-Reyes (KRC appointee) Happy Birthday, Kelly!

- Nico Snyder (KRC appointee)
 - Sandra Van Scotter (SCDD appointee)
 - Adeyinka Glover (OCRA representative, required by statute),
 - Virginia Gantong (Family Resource Center representative- Exceptional Families Center, required by statute)
 - Abigail Teasdale (SCDD appointee)
- If you are interested in serving, please contact KRC's Enrique Roman or SCDD's Yolanda Cruz to volunteer.
- 3) Additional Items: Discussion items can be added. Items added here cannot be voted on today. You can also mention things you would like focused on at a future meeting. There is an opportunity to do this later in the meeting, too. If you think of something you want to add, feel free to let the committee know.
- 4) Introductions of SDP DDS Staff
- 5) Status of SDP (Wood/Kulzer-Reyes)
- RFP Contract Approval Action
- 6) Department of Developmental Services – Powerpoint Presentation attached
- a) Self-Determination Program Enrollment Demographics
 - b) General Updates on the Self-Determination Program
 - c) Updates on new DDS Directives
 - d) DDS Priorities concerning Self-Determination
 - e) Open Discussion

Suzy Requarth, Kathleen Dempsey, and Diana Sandoval from the Department of Developmental Services shared a presentation with KRC's SDLVAC. This meeting was the first in-person/hybrid LVAC meeting since the shutdown began in 2020.

Kelly Kulzer-Reyes asked for data breaking down the Latinx community into both English and Spanish speakers as understanding who we are missing in SDP outreach would be helpful. Dr. Gates mentioned that work is underway now for KRC to collect data that better reflects the whole family's language needs rather than just the person served by KRC. Suzy Requarth stated this was helpful feedback for DDS to look at.

Concerns about GT Independence's employer burden increase were also raised. KKR suggested rolling in the increase as spending plans renewed. Many people nodded in agreement with her.

8) Public Comment: Comments about items not on the agenda are welcome! If your concern/topic is on the agenda, please join the discussion and add your thoughts there, too.

9) Topics for Next Meeting **Discussion**

a. **Members of the public – suggestions welcome! *Discuss RFPs, as needed.***

10) Dates of Next Meetings (First Monday each month except July and January)

a. August 7

b. September 11 (Labor Day is Sept 4)

c. October 2

d. November 6

e. December 4

11) Adjournment

DRAFT

KERN REGIONAL CENTER CONTRACTOR AGREEMENT
Self Determination Transitional Services FY 21/22
Dustlyne Beavers, First Choice Solutions and
Cynthia Cox, Community Integration Specialists

Agreement made this **xx of June 2023**, between Kern Regional Center, hereinafter called KRC and **First Choice Solutions and Community Integration Specialists** hereinafter called CONTRACTORS.

THEREFORE, it is agreed as follows:

1. Contractors shall provide direct services to consumers transitioning into the Self-Determination Program (SDP).
2. Description of Services:
 - a. Contractors agree to provide:
 - i. Initial development of SDP Outreach & Marketing Materials – collaborative efforts of CONTRACTORS and Katie Ramirez of Ally Comprehensive Services, LLC.
 - ii. Orientation Support
 - iii. Mentoring of Independent Facilitators
 - iv. Individual Coaching/Support (1:1) with consumer and family.
 - v. Training Support/Workshops
 - b. Contractors agrees to have services that will include but not limited to:
 - i. Working in partnership with the Regional Center;
 - ii. Gain an understanding and importance of an Individual Program Plan (IPP) and its development;
 - iii. Use of generic resources;
 - iv. Understanding the five (5) principles of the SDP, and person-centered approach to planning;
 - v. Understanding the roles and responsibilities of the various individuals involved in the SDP;
 - vi. Understand the planning process, including budgeting;
 - vii. Understand how to pay for service;
 - viii. Understand their rights under SDP and how to maintain safety;
 - ix. Develop a one-page profile;
 - x. Provide One-on-One Meeting, utilizing technology when possible and direct face-to-face services while maintaining physical distancing per family/client request;
 - xi. How to select a Financial Management Services (FMS).
 - c. In accordance with the approved service description by Self Determination Local Advisory Committee meeting dated April 10th 2023.

3. KRC shall reimburse Contractors at the following:
 - a. Initial development of SDP Outreach & Marketing Materials – collaborative efforts of CONTRACTORS and Katie Ramirez, Ally Comprehensive, LLC at the rate of \$1,500.00.
 - b. Orientation Support
 - i. In office (Bishop) or ZOOM \$75.00 per session
 - ii. In person - \$125.00 per hour – billable hours with client not to include drive time. Maximum number of hours billable per orientation session will be three (3).
 - c. Mentoring of Independent Facilitators - \$125.00 per hour.
 - d. Individual Coaching/Support (1:1) maximum billable of 40 hours per client. Billable hours with client, not to include drive time.
 - i. Virtual – will be reimbursed at \$50.00 per hour.
 - ii. In person - will be reimbursed at \$125.00 per hour.
 - e. Training/Workshops – minimum attendees one (1), no limit on number of attendees.
 - i. Virtual – will be reimbursed at \$150.00 per workshop.
 - ii. In person – will be reimbursed at \$250.00 per workshop.
 - f. Administrative fee of 15% of the individual contract not to exceed \$5,589.15
 - g. **Total contractual contract not to exceed \$38,761.00**
 - h. Funds not used will be reallocated to another contractor.
4. This agreement shall commence on **XXXXXX** and continue through **March 30, 2024**, subject to availability of State funds. This agreement may be renewed upon concurrence of both parties.
5. Contractors agrees not to have any conflict of interest. While providing the services hereunder, Contractors shall not be an employee of the State of California, State Council on Developmental Disabilities (SCDD), Department of Developmental Disability (DDS) or Kern Regional Center. Further, if any consumer selects Contractor to act as such consumer’s Independent Facilitator (as defined in WIC Section 4685.8(c)(2)), this Agreement shall automatically terminate at that time with respect to such consumer. At all times Contractor acts as Independent Facilitator for a consumer, (i) Contractor shall not otherwise provide services to such consumer pursuant to their IPP and (ii) Contractor shall not be employed by, or otherwise receive compensation of any nature from, any person or entity providing services to the consumer pursuant their IPP.
6. Contractors agrees diligently to use Contractor’s best efforts to provide the highest quality services of the nature contracted for herein while performing services under this

Agreement. Contractors agrees to maintain in good order Contractors' professional licenses, certifications, and/or other professional designations, and to abide by all other legal and ethical obligations and requirements applicable to Contractors' profession. Contractors agrees that all services provided under this Agreement shall be in accordance with currently approved methods and practices of the profession, as amended from time to time.

7. Contractors represents and warrants that the following circumstances exist on the date of this Agreement and will continually exist throughout the term of this Agreement;
 - a. There is no action, suit, proceeding, or investigation pending, or to the knowledge of the Contractors threatened against the Contractors, which adversely affects the Contractors or impairs the ability of the Contractors to develop the project or result in any substantial liability not adequately covered by insurances.
 - b. The making and performance by the Contractors of this Agreement will not violate any provision or constitute a default under any obligation, agreement, or Instrument to which the Contractors is a party or by which the Contractors is bound to be affected.
8. Contractors shall maintain and make available to KRC and the State of California all books, records, documents, and other evidence pertaining to all income, expenses, and services relating to and affecting the performance of this Agreement at all reasonable times during the Agreement and for a minimum of (five) 5 years from the date of the final payment for the State fiscal year.

The Contractors shall maintain information in accordance with California Code of Regulations Title 17, Section 57433(b)(1) and (3). The Contractors agrees to hold KRC harmless from any administrative or legal actions occurring because of the failure of the Contractors to maintain personnel records and practices substantially in accordance with the provisions of this contract and State or Federal laws. Records which relate to litigation that State of California denies or any of its duly authorized representatives, shall be retained by Contractors until disposition of such appeal, litigation, claim or exception.

The Contractors shall maintain confidentiality of records, if any, in accordance with the provisions of Welfare and Institutions Code, Sections 4514 and Title 17. The Contractors and all employees shall respect the confidentiality of all consumer information they receive.

The Contractors' records shall be open for audit, examination, and reproduction by the Department of Developmental Services, KRC, and any authorized representative, for a minimum period of five years from the date of the final payment for the State fiscal year or until after the final audit has been resolved, whichever is later. The Contractors agrees to use and be bound by Title 17, California Code of Regulations, Sections 50700, et. seq. if the Contractors elects to appeal any audit finding or recommendation. Further, the parties agree to resolve any dispute between the parties by proceeding with a hearing as outlined in Title 17 Code of Regulation at Section 50700. Judgment may be entered upon

a final decision of the Director in accordance with the laws governing entry of judgment following an arbitration award. The prevailing party is entitled to costs and reasonable attorney fees incurred for obtaining the judgment, but not to include attorney fees for representation in the fair hearing process.

9. Contractors shall render services in accordance with the applicable provisions of Federal and California laws, including Welfare and Institutions Code sections 4500 et seq. and regulations promulgated there under including California Code of Regulations, Title 17 commencing at Section 50201 et. seq. The terms of this contract shall not be construed to excuse compliance with existing statutes or regulations. Contractors shall comply with contract requirements and Service Provider Accountability Regulations contained at Title 17 sections 50601 through 50612.
10. Contractors acknowledges this Agreement cannot be assigned or subcontracted. Further, any attempted assignment shall have no legal effect. The experience, skill, knowledge, good judgment and discretion, capability and reputation of Contractors, its principles, officers, directors, owners, and employees were a substantial inducement for KRC to enter into this Agreement. Contractors shall not contract with any other entity or individual to perform the services required without the written approval of the Director of KRC. Neither this Agreement, nor any interest in this Agreement, may be assigned voluntarily or by operation of Law, without the prior written approval of the Director of KRC.

Any provision of this contract in conflict with statutes or regulations is hereby amended to conform to the provisions of these statutes and regulations. Such amendment of the contract shall be effective on the effective date of the statute or regulation necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties. If the amendment is not possible, if any provision of this contract is declared to be unconstitutional, that portion is to be stricken and the rest of the contract is to remain in full force.

The Contractors agrees that while it is performing under this contract, the Contractors and its employees and agents are acting in an independent capacity and not as officers, employees, or agents of the State of California, DDS, or of KRC. KRC shall not be responsible for payments of any kind to any subcontractor and shall have no liability for any actions of any subcontractor. Contractors agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, Withholding and all other regulations governing such matters.

11. Contractors agrees to indemnify, defend, and hold harmless KRC and the State of California, their officers, agents, and employees from any and all losses arising as a result of Contractors' performance under this contract, including reasonable attorney fees and costs associated with defense.

This indemnity arises in every claim or demand made by reason of:

- a. Any injury to person or property sustained by the Contractors or by any person,

firm, corporation, or other entity rendering any services under this Agreement on behalf of the Contractor, either directly or indirectly, however caused.

- b. Any injury to person or property sustained by any person, firm, corporation, or other entity, caused by or resulting from any act, neglect, default, or omission of Contractors or of any person, firm, corporation, or other entity performing any services in connection with this Agreement on behalf of Contractors. Contractors at his own expense and risk, shall defend any action, legal proceeding, or arbitration or other mediation proceeding, that may be brought on any such claim or demand as set forth in this paragraph and pay and satisfy any settlement, or any judgment which may arise from any injuries described in this paragraph.

- 12. Contractors shall bill KRC in a manner acceptable to KRC or on forms provided.
- 13. Either party may terminate this agreement by giving written notice 30 days in advance of the termination date.
- 14. All changes to this agreement shall be in writing and signed by both parties. No oral statement shall be binding.
- 15. Adhere to the signed Business Associate Agreement (BAA) with Kern Regional Center (KRC).

IN WITNESS HEREOF, KRC and the CONTRACTOR have executed this Agreement on **XXXXX**

CONTRACTOR(S):

KERN REGIONAL CENTER, Inc.

Dustlyne Beavers
First Choice Solutions
Contractor

Michi Gates, Ph.D.
Executive Director

Cynthia Cox
Community Integration Specialists
Contractor

cc: OPS Contractor

KERN REGIONAL CENTER CONTRACTOR AGREEMENT
Self Determination Transitional Services FY 21/22
Ally Comprehensive Services, LLC

Agreement made this **XX of June 2023**, between Kern Regional Center, hereinafter called KRC and **Ally Comprehensive Services, LLC** hereinafter called CONTRACTOR.

THEREFORE, it is agreed as follows:

1. Contractor shall provide direct services to consumers transitioning into the Self-Determination Program (SDP).
2. Description of Services:
 - a. Contractor agrees to provide:
 - i. Initial development of SDP Outreach & Marketing Materials – collaborative efforts of CONTRACTOR, Dustlyne Beavers of First Choice Solutions (FCS) and Cynthia Cox of Community Integration Specialists (CIS).
 - ii. The Fundamentals of Self-Determination in English or Spanish.
 - iii. Let's Talk SDP in English or Spanish.
 - iv. Independent Facilitator Training Series in Spanish.
 - v. Individual Coaching (1:1) with consumer and family.
 - b. Contractor agrees to have services that will include but not limited to:
 - i. Working in partnership with the Regional Center;
 - ii. Gain an understanding and importance of an Individual Program Plan (IPP) and its development;
 - iii. Use of generic resources;
 - iv. Understanding the five (5) principles of the SDP, and person-centered approach to planning;
 - v. Understanding the roles and responsibilities of the various individuals involved in the SDP;
 - vi. Understand the planning process, including budgeting;
 - vii. Understand how to pay for service;
 - viii. Understand their rights under SDP and how to maintain safety;
 - ix. Develop a one-page profile;
 - x. Provide One-on-One Meeting, utilizing technology when possible and direct face-to-face services while maintaining physical distancing per family/client request;
 - xi. How to select a Financial Management Services (FMS).
 - c. In accordance with the approved service description by Self Determination Local Advisory Committee meeting dated April 10th 2023.

3. KRC shall reimburse Contractor at the following:
 - a. Initial development of SDP Outreach & Marketing Materials – collaborative efforts of CONTRACTOR, Dustlyne Beavers/FCS and Cynthia Cox/CIS at the rate of \$1,500.00.
 - b. The Fundamentals of Self-Determination workshop (English or Spanish sessions) as indicated in Section 2a above at the rate of \$500.00 per 2 hours workshop/session. Up to fifteen (15) participants in each session. Minimum number of participants to invoice is one (1).
 - c. Let's Talk SDP – (English or Spanish sessions) as indicated in Section 2a above at the rate of \$500.00 per 2 hours /per session. Up to ten (10) participants in each session. Minimum number of participants to invoice is one (1).
 - d. Independent Facilitator Training Series whose primary language is Spanish as indicated in Section 2a above at the rate of \$500.00 per 2 hours/ per session. Up to twelve (12) participants in each session.
 - e. Administrative fee of 15% of the individual contract not to exceed \$5,589.15.
 - f. Individual coaching (1:1) will be reimbursed at \$125.00 per hour, with a maximum billable of 40 hours per client.
 - g. **Total contractual contract not to exceed \$38,761.00**
 - h. Funds not used will be reallocated to another contractor.
4. This agreement shall commence on **XXXXXX** and continue through **March 30, 2024**, subject to availability of State funds. This agreement may be renewed upon concurrence of both parties.
5. Contractor agrees not to have any conflict of interest. While providing the services hereunder, Contractor shall not be an employee of the State of California, State Council on Developmental Disabilities (SCDD), Department of Developmental Disability (DDS) or Kern Regional Center. Further, if any consumer selects Contractor to act as such consumer's Independent Facilitator (as defined in WIC Section 4685.8(c)(2)), this Agreement shall automatically terminate at that time with respect to such consumer. At all times Contractor acts as Independent Facilitator for a consumer, (i) Contractor shall not otherwise provide services to such consumer pursuant to their IPP and (ii) Contractor shall not be employed by, or otherwise receive compensation of any nature from, any person or entity providing services to the consumer pursuant their IPP.
6. Contractor agrees diligently to use Contractor's best efforts to provide the highest quality services of the nature contracted for herein while performing services under this Agreement. Contractor agrees to maintain in good order Contractor's professional

licenses, certifications, and/or other professional designations, and to abide by all other legal and ethical obligations and requirements applicable to Contractor's profession. Contractor agrees that all services provided under this Agreement shall be in accordance with currently approved methods and practices of the profession, as amended from time to time.

7. Contractor represents and warrants that the following circumstances exist on the date of this Agreement and will continually exist throughout the term of this Agreement;
 - a. There is no action, suit, proceeding, or investigation pending, or to the knowledge of the Contractor threatened against the Contractor, which adversely affects the Contractor or impairs the ability of the Contractor to develop the project or result in any substantial liability not adequately covered by insurances.
 - b. The making and performance by the Contractor of this Agreement will not violate any provision or constitute a default under any obligation, agreement, or Instrument to which the Contractor is a party or by which the Contractor is bound to be affected.
8. Contractor shall maintain and make available to KRC and the State of California all books, records, documents, and other evidence pertaining to all income, expenses, and services relating to and affecting the performance of this Agreement at all reasonable times during the Agreement and for a minimum of (five) 5 years from the date of the final payment for the State fiscal year.

The Contractor shall maintain information in accordance with California Code of Regulations Title 17, Section 57433(b)(1) and (3). The Contractor agrees to hold KRC harmless from any administrative or legal actions occurring because of the failure of the Contractor to maintain personnel records and practices substantially in accordance with the provisions of this contract and State or Federal laws. Records which relate to litigation that State of California denies or any of its duly authorized representatives, shall be retained by Contractor until disposition of such appeal, litigation, claim or exception.

The Contractor shall maintain confidentiality of records, if any, in accordance with the provisions of Welfare and Institutions Code, Sections 4514 and Title 17. The Contractor and all employees shall respect the confidentiality of all consumer information they receive.

The Contractor's records shall be open for audit, examination, and reproduction by the Department of Developmental Services, KRC, and any authorized representative, for a minimum period of five years from the date of the final payment for the State fiscal year or until after the final audit has been resolved, whichever is later. The Contractor agrees to use and be bound by Title 17, California Code of Regulations, Sections 50700, et. seq. if the Contractor elects to appeal any audit finding or recommendation. Further, the parties agree to resolve any dispute between the parties by proceeding with a hearing as outlined in Title 17 Code of Regulation at Section 50700. Judgment may be entered upon a final decision of the Director in accordance with the laws governing entry of judgment

following an arbitration award. The prevailing party is entitled to costs and reasonable attorney fees incurred for obtaining the judgment, but not to include attorney fees for representation in the fair hearing process.

9. Contractor shall render services in accordance with the applicable provisions of Federal and California laws, including Welfare and Institutions Code sections 4500 et seq. and regulations promulgated there under including California Code of Regulations, Title 17 commencing at Section 50201 et. seq. The terms of this contract shall not be construed to excuse compliance with existing statutes or regulations. Contractor shall comply with contract requirements and Service Provider Accountability Regulations contained at Title 17 sections 50601 through 50612.
10. Contractor acknowledges this Agreement cannot be assigned or subcontracted. Further, any attempted assignment shall have no legal effect. The experience, skill, knowledge, good judgment and discretion, capability and reputation of Contractor, its principles, officers, directors, owners, and employees were a substantial inducement for KRC to enter into this Agreement. Contractor shall not contract with any other entity or individual to perform the services required without the written approval of the Director of KRC. Neither this Agreement, nor any interest in this Agreement, may be assigned voluntarily or by operation of Law, without the prior written approval of the Director of KRC.

Any provision of this contract in conflict with statutes or regulations is hereby amended to conform to the provisions of these statutes and regulations. Such amendment of the contract shall be effective on the effective date of the statute or regulation necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties. If the amendment is not possible, if any provision of this contract is declared to be unconstitutional, that portion is to be stricken and the rest of the contract is to remain in full force.

The Contractor agrees that while it is performing under this contract, the Contractor and its employees and agents are acting in an independent capacity and not as officers, employees, or agents of the State of California, DDS, or of KRC. KRC shall not be responsible for payments of any kind to any subcontractor and shall have no liability for any actions of any subcontractor. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, Withholding and all other regulations governing such matters.

11. Contractor agrees to indemnify, defend, and hold harmless KRC and the State of California, their officers, agents, and employees from any and all losses arising as a result of Contractor's performance under this contract, including reasonable attorney fees and costs associated with defense.

This indemnity arises in every claim or demand made by reason of:

- a. Any injury to person or property sustained by the Contractor or by any person, firm, corporation or other entity rendering any services under this Agreement on

behalf of the Contractor, either directly or indirectly, however caused.

- b. Any injury to person or property sustained by any person, firm, corporation, or other entity, caused by or resulting from any act, neglect, default, or omission of Contractor or of any person, firm, corporation or other entity performing any services in connection with this Agreement on behalf of Contractor. Contractor at his own expense and risk, shall defend any action, legal proceeding, or arbitration or other mediation proceeding, that may be brought on any such claim or demand as set forth in this paragraph and pay and satisfy any settlement, or any judgment which may arise from any injuries described in this paragraph.

- 12. Contractor shall bill KRC in a manner acceptable to KRC or on forms provided.
- 13. Either party may terminate this agreement by giving written notice 30 days in advance of the termination date.
- 14. All changes to this agreement shall be in writing and signed by both parties. No oral statement shall be binding.
- 15. Adhere to the signed Business Associate Agreement (BAA) with Kern Regional Center (KRC).

IN WITNESS HEREOF, KRC and the CONTRACTOR have executed this Agreement on **XXXXX**

CONTRACTOR(S):

KERN REGIONAL CENTER, Inc.

Katie Ramirez
Ally Comprehensive Services, LLC
Contractor

Michi Gates, Ph.D.
Executive Director

cc: OPS Contractor