

NORTH BAY REGIONAL CENTER SUPPORTED LIVING SERVICES CONTRACT

This Supported Living Services Contract ("Contract") is made and entered into this **March 1, 2015**, in the city of Napa, County Napa, State of California, by and between North Bay Developmental Disabilities Services, Inc., doing business as, North Bay Regional Center ("Regional Center") and **Contractor Name** ("Contractor"). This Contract shall be effective on and after the date in which both Parties sign it ("Effective Date").

I. DEFINITIONS

- A. The definitions set forth in the W&I Code and Title 17 shall apply to this Contract. The following terms, some of which are taken therefrom, are specifically utilized in this Contract:
 1. "Choice" means the ability to make informed decisions for a desired outcome for which responsibility is assumed by the person and the circle of support.
 2. "Circle of Support," pursuant to W&I Code 4512(f), means a committed group of community members, who may include family members, meeting regularly with an individual with developmental disabilities in order to share experiences, promote autonomy and community involvement, and assist the individuals in establishing and maintaining natural supports.
 3. "Client" means an individual who has been determined by Regional Center to meet the eligibility criteria of the W&I Code, §4512(a), and Title 17, §§4000, 54001 and 54010, and for whom Regional Center has accepted responsibility.
 4. "Client Development Evaluation Report" ("CDER") is an instrument completed by a regional center during each IPP and is used to collect diagnostic and evaluation information on individuals with developmental disabilities.
 5. "DDS" means the State of California Department of Developmental Services.
 6. "Direct Service(s)" means any service or support enumerated in Title 17, §§8614.
 7. "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.
 8. "Generic Support(s)" means voluntary service organizations, commercial businesses, non-profit organizations, generic agencies, and similar entities in the community whose services and products are regularly available to those members of the general public needing them.
 9. "Home" means, with respect to the home of a client receiving SLS, a house or apartment, or comparable dwelling space meeting community housing standards, which is neither a community care facility, health facility, nor a family home certified by a Family Home Agency, and in which no parent or conservator of the client resides, and which a client chooses, owns or rents, controls, and occupies as a principal place of residence.
 10. "Individual Program Plan" ("IPP") means a written plan that is developed by the Regional Center's Planning Team in accordance with the provisions of W&I Code, §4646 and 4646.5, through a process which identifies the client's needs and preferences and adopts a cost-effective strategy for meeting them.
 11. "Individual Service Plan" ("ISP") means an individualized plan generated for each client to detail exactly how to meet the goals set forth in the IPP.

12. "Internal Grievance Procedure" means the written set of procedures, established pursuant to W&I Code, §4705(a), a vendor uses to achieve the communication and resolution of client dissatisfaction.
13. "Natural Supports" means, pursuant to W&I Code, §4512(e), personal associations and relationships typically developed in the community, including family relationships, that enhance or maintain the quality and security of life for people.
14. "Personal Advocate" means a person chosen by the client to assist in representing and expressing the client's interests and preferences, or, when appropriate, means the conservator or other person legally authorized to act on the client's behalf.
15. "Planning Team," also known as Interdisciplinary (ID) Team, means the group of persons convened in accordance with the W&I Code, §4646, for the purpose of preparing a client's IPP.
16. "Record" means any book, document, writing, whether tangible, or in an electronic format, evidencing operational, financial or service activities of a service provider such as Contractor, or Regional Center, or pertaining to the service program and/or the provision of services to persons with developmental disabilities.
17. "Self-Advocacy" means the awareness, motivation, and ability of an individual to represent and communicate his or her own interests, to exercise personal choice, to exert control over his or her environment, and to avoid exploitation and abuse.
18. "Service Coordinator" means the individual specified in W&I Code, §4648(a), as the person with the responsibility for implementing, overseeing, and monitoring a client's IPP and for maintaining the client's case management or service coordination file. Service Coordinator is synonymous with Regional Center case manager, counselor or client program coordinator.
19. "Service Design" means a written description of the service delivery capabilities and orientation developed, maintained, and implemented by a SLS vendor.
20. "Special Incident Report" is the documentation prepared by vendor staff or long-term health care facility staff detailing a special incident and provided to Regional Center and appropriate law enforcement authorities.
21. "Supported Living Arrangement" means the full array of Regional Center-funded services and supports received by a SLS client, including SLS, day program, transportation, and all other Regional Center services and supports.
22. "Supported Living Service(s)" ("SLS") means those services and supports referenced in Title 17, §54349(a) through (e), and specified as SLS service and support components in Title 17, §58614, which are provided by a SLS vendor, paid for by Regional Center, and support client's efforts to:
 - a. Live in their own homes, as defined to Title 17, §58601(a)(3);
 - b. Participate in community activities to the extent appropriate to each client's interests and capacity; and
 - c. Realize their individualized potential to live lives that are integrated, productive, and normal.
23. "Vendor" means an applicant which has been given a vendor identification number and has completed the vendorization process set forth in Title 17, §54302.
24. "Vendorization" means the process used to:

- a. Verify that an applicant meets all of the requirements and standards pursuant to Title 17, §54320, prior to the provision of Services to clients; and
- b. Assign vendor identification numbers, service codes and sub-codes, for the purpose of identifying vendor expenditures.

II. PURPOSE

The purpose of this Contract is to outline the obligations and duties of Contractor in providing Supported Living Services (“SLS”) to clients and the means and process by which Contractor shall be compensated for said services.

III. TERM

This contract shall commence on **March 1, 2015** and shall terminate on **February 28, 2016**, unless renewed by the Parties, or terminated earlier, pursuant to the terms of this Contract. Regional Center shall not be required to compensate Contractor for services performed by contractor prior to the Contractor's receipt of written authorization to purchase services from Regional Center or subsequent to termination of this Contract, and any services performed subsequent to termination of this Contract shall not be construed as a renewal of this Contract.

IV. REFERRALS

- A. Regional Center will be the referring agency to Contractor. Contractor acknowledges and agrees that Regional Center is not obligated to refer clients to Contractor and that this Contract is not intended to guarantee any number of clients referred, assigned, or transferred to Contractor for services.
- B. Contractor understands that assessment referrals and authorizations to purchase services, for individual client SLS assessments, from Regional Center do not guarantee on-going services.
- C. Prior to initializing ongoing SLS, vendor must conduct an assessment and submit a SLS Plan for clients referred by Regional Center.
- D. Pursuant to Title 17, §50612, Contractor may not initiate or provide any new, or updated, service for clients until Regional Center has issued a duly executed authorization to purchase services.
- E. Contractor shall not solicit clients to utilize their services under any circumstances.
- F. Contractor shall not contact clients to offer SLS services unless a written referral has been received from Regional Center.

- G. Contractor shall notify Regional Center in writing of any clients referred to Contractor for services from entities other than Regional Center. Contractor shall not provide services to such clients without advance approval from Regional Center.

V. GENERAL PROVISIONS

- A. This Contract shall be governed by and construed in accordance with the laws of the State of California. If any provision of this Contract shall be found to be invalid or unenforceable for any reason, the remainder of this Contract shall not be affected thereby, and shall be fully enforced as permitted by law.
- B. Contractor shall comply with all applicable Federal, State, and local statutes and regulations in providing services and recognize that the terms of this Contract shall not excuse compliance with any existing statutes and regulations.
- C. Any supplement, modification, or amendment to this Contract shall be executed in writing and comply with the requirements of applicable statutes and regulations.
- D. Contractor agrees to comply with all Regional Center policies and procedures as they pertain to Contractor's provision of services to Regional Center's clients, the administration of payments to Contractor, contracts, financial matters, record maintenance and retention, and audits.
- E. Contractor, its employees or agents, acting on Contractor's behalf shall act in an independent capacity and not deemed an officer, employee, or agent of Regional Center or the State of California. Contractor, and all person's acting on Contractor's behalf, shall not hold themselves out as, nor claim to be, an officer, employee, or agent of Regional Center or the State of California as a result of this Contract, and shall not make any application, claim or demand for any right or privilege applicable to any officer, employee, or agent of Regional Center or State of California, including, but not limited to, unemployment insurance benefits, disability insurance, worker's compensation insurance, or retirement benefits.
- F. This Contract, and the rights, duties, and obligations assigned herein shall not be transferred as assigned by Contractor unless approved by Regional Center, in writing.
- G. Contractor shall not subcontract for SLS services to any other person or entity without written consent from Regional Center.

VI. SUPPORTED LIVING SERVICES PROVISIONS

- A. Contractor shall provide SLS services designed to increase client self-reliance and to support the client to access generic and natural supports while structuring a circle of support.
- B. Contract shall provide SLS services as specified in, but not limited to, the following:
 1. Contractor's service design, as approved by Regional Center
 2. The principals stated in W&I Code, §4689 (a)

3. Regional Center's Supported Living Services Standards, Exhibit A, incorporated herein and made a part of this Contract.
- C. Contractor agrees to provide any and all of the services and supports enumerated in Title 17, §54614 (a). Services and supports shall be tailored to meet the client's evolving needs and include, but are not limited to, the following:
 1. Assisting with daily living activities such as meal preparation, including planning, shopping, cooking, and storage activities;
 2. Performing routine household activities aimed at maintaining a clean and safe home;
 3. Locating and scheduling appropriate medical services;
 4. Acquiring, using, and caring for canine and other animals specifically trained to provide assistance;
 5. Selecting and moving into a home;
 6. Locating and choosing suitable house mates;
 7. Acquiring household furnishings;
 8. Settling disputes with landlords;
 9. Becoming aware of and effectively using the transportation, police, fire, and emergency help available to the general public;
 10. Managing personal financial affairs;
 11. Recruiting, screening, hiring, training, supervising, and dismissing personal attendants;
 12. Dealing with and responding appropriately to governmental agencies and personnel;
 13. Asserting civil and statutory rights through self-advocacy;
 14. Building and maintaining interpersonal relationships, including a Circle of Support;
 15. Participating in community life; and
 16. 24-hour emergency assistance, including direct response to calls for assistance. This service also includes assisting and facilitating the client's efforts to acquire, use, and maintain devices needed to summon immediate assistance when threats to health, safety, and well-being occur.

VII. SERVICE DESIGN

- A. Contractor's service design, in accordance with Exhibit D, incorporated herein and made a part of this Contract, has been developed in collaboration with Regional Center. This Contract shall not be valid unless Contractor's service design has been approved by Regional Center.
- B. Contractor's service design shall include, but is not limited to, the components described in Title 17, §58630, and the following:
 1. A data sheet notating pertinent administrative information including, but not limited to, the following:
 - a. Office location and hours, if applicable;
 - b. Contact information including mailing address, telephone numbers, and e-mail addresses; and

- c. Emergency contact information including name of contact, title, and telephone number.
2. Staff roster and organizational chart that include the names and titles of all direct care staff, administrative personnel, and consultants and volunteers who will have contact with clients.
3. Assessment procedures, including tools and forms, utilized to identify the services and supports needed by each client.
4. Quality assurance procedures, including tools and forms, utilized to evaluate and monitor client satisfaction, quality of life, and the attainment of desired outcomes acceptable to the client and circle of support.
5. An Internal Grievance Procedure that is written, clear, fair, client friendly, and involves client's circle of support.
6. Medication procedures.
7. Emergency Preparedness Plan.
8. Money Management procedures, including tools and forms, utilized to document and manage receipt of funds and accounting for expenditures.
9. Samples of any standardized tools and/or forms relevant to (B)(1) through (B)(8).

VIII. REPORTING

- A. Pursuant to Title 17, §54327, Contractor shall report all special incidents, in the form of a Special Incident Report ("SIR"), to Regional Center.
 1. Contractor shall submit an SIR to Regional Center if the following special incidents occurred during the time the client was receiving services from Contractor:
 - a. The client is missing and the Contractor has filed a missing persons report with a law enforcement agency;
 - b. Reasonably suspected abuse or exploitation including: physical, sexual, fiduciary, emotional/mental, or physical and/or chemical restraint;
 - c. Reasonably suspected neglect including failure to: provide medical care for physical and mental health needs, prevent malnutrition or dehydration, protect from health and safety hazards, assist in personal hygiene or the provision of food, clothing or shelter, or exercise the degree of care that a reasonable person would exercise in the position of having the care and custody of an elder or a dependent adult;
 - d. A serious injury/accident including: lacerations requiring sutures or staples; puncture wounds requiring medical treatment beyond first aid, fractures, dislocations, bites that break the skin and require medical treatment beyond first aid, or burns that require medical attention beyond first aid;
 - e. Any unplanned or unscheduled hospitalization due to the following conditions: respiratory illness, seizure-related, cardiac-related, internal infections, diabetes and/or diabetes-related complications, wound/skin care, nutritional deficiencies, or involuntary psychiatric admission;
 - f. The death of any client, regardless of cause and regardless of when and where it occurred;

- g. The victimization of a client of the following crimes: robbery, aggravated assault, larceny, burglary, and rape/attempted rape, and regardless of when and where it occurred;
 - h. In addition to the reporting requirements outlined in Title 17, Section 54327, SLS vendors shall report the following incident types to NBRC: emergency room visits; aggressive acts by consumers; choking; arrests; pregnancy; suicide threats or attempt; property damage; inappropriate sexual behaviors; falls, regardless of injury or non-injury; and anything else that is unusual or noteworthy.
- 2. Contractor shall notify the appropriate law enforcement authorities and client's Service Coordinator at Regional Center via telephone, electronic mail, or facsimile immediately, but not more than twenty-four hours (24) after an incident occurred, was discovered, or was suspected.
- 3. Contractor shall submit a SIR, using Regional Center approved reporting form to Regional Center within forty-eight (48) hours after the occurrence of the special incident via electronic mail or facsimile, unless a written report was otherwise submitted.
- 4. The SIR form shall be submitted by Contractor to Regional Center and shall include all relevant information, including, but not limited to:
 - a. Contractor's name, address, and telephone number;
 - b. Date, time, and location of the special incident;
 - c. Name(s) and date(s) of birth of the client(s) involved in the special incident;
 - d. Description of the special incident;
 - e. Description of the alleged perpetrator(s) of the incident, including, but not limited to, name, age, height, weight, address, phone number, occupation, and relationship to Client;
 - f. Treatment provided to the client(s), if any;
 - g. Identification of potential witnesses, including, but not limited to, name, address, telephone number and context of witnessing the incident;
 - h. Identity of all law enforcement, licensing, protective services and/or other agencies or individuals notified of the incident, or otherwise involved in the incident;
 - i. Action(s) taken by Contractor, law enforcement, licensing, protective services and/or other agencies or individuals in response to the incident; and
 - j. Dated signature of the person creating the written report on behalf of Contractor.
- 5. Failure to submit a SIR to the appropriate law enforcement authorities and Regional Center shall constitute a distinct and separate ground for automatic termination of this Contract.

IX. INSURANCE

- A. Contractor shall procure and maintain, at its own expense, throughout the term of this Contract, General Liability Insurance with a minimum of one million dollars (\$1,000,000) in coverage, each occurrence;

- B. Contractor shall name Regional Center as the *Additional Insured* in all insurance policies required under (A), and require its insurer(s) to notify Regional Center of any renewals, reduction in coverage, and/or cancellation of required policies.
- C. Failure by Contractor to maintain insurance requirements required by this Contract shall constitute grounds for immediate termination of this Contract.

X. PAYMENTS

- A. Parties mutually agree that payment under this Contract is dependent upon availability of Federal and/or State funding.
- B. Contractor acknowledges that Federal and/or State regulations may require the rate of payment to change during the term of this Contract therefore Contractor agrees that adjustments to the rate of payment described herein may be made by Regional Center.
 - 1. If any such adjustments to the rate of payment are made, Regional Center will notify Contractor in writing.
- C. Payment to Contractor shall be made in accordance with authorizations to purchase services from Regional Center and contingent upon the following terms:
 - 1. Rate of Payment:
 - a. Regional Center shall pay Contractor for ongoing services, detailed in Contract and Service Design, at the rates described in Exhibit B, which is incorporated herein and made a part of this Contract by reference.
 - b. The rates described in Exhibit B shall constitute the sole compensation for all expenses incurred by Contractor in the performance of its obligations and services under this Contract.
 - c. Contractor understands that the rate described in Exhibit B includes compensation for all SLS administration services, specified in Title 17, §58614 (c), therefore Contractor shall receive no additional compensation for administration costs.
 - d. Contractor understands that the maximum amount which can be paid under this Contract is dollar amount (numerical amount), unless otherwise agreed upon by Regional Center.
 - i. Nothing in this Contract shall be deemed to guarantee that Contractor will receive the maximum amount of compensation described herein, as Regional Center cannot guarantee the amount of services referred to the Contractor.
 - 2. Payment Methodology:
 - a. Regional Center shall pay Contractor in arrears for services provided in the previous calendar month.
 - b. Contractor shall report all face to face SLS hours in each day of service. These hours will not include the combination of generic resources, such as Day Programs, IHSS, and time away with family and/or administrative time.
 - c. All hours billed must be supported by payroll. In the event that hours are shared they must be reported as such.
 - d. For each invoice submitted to Regional Center, Contractor agrees and shall certify under penalty of perjury that:

- i. All services for which Contractor is seeking payment have been provided to Regional Center client by Contractor; and
 - ii. All information submitted to Regional Center is accurate and complete.
- e. Regional Center's obligation to pay for services arises only when Contractor has provided the services fully and satisfactorily in accordance with terms of this Contract.

XI. RECORDS

- A. Contractor shall prepare and retain record of all financial, accounting, administrative, and client related information, in accordance with Title 17, §50604, including, service records to support all billing/invoicing for each client receiving services.
- B. Pursuant to Title 17, §50604 (a), financial records shall:
 1. Be maintained using a consistent and single method of accounting;
 2. Clearly reflect the nature and amounts of all costs and income; and
 3. Reflect all transactions for each month within 30 days after the end of that month.
- C. In addition to requirements of (A), Contractor shall maintain all records relating to service design, service delivery, and employee service records, including, but not limited to, the following:
 1. Employee time sheets;
 2. Employee payroll records;
 3. Accounting records;
 4. Employee and client training records;
 5. Service evaluations;
 6. Internal grievance procedure records;
 7. Historical date documenting the actual delivery of service to clients; and
 8. Other records required by this Contract or any other agreement with Regional Center.
- D. Contractor shall maintain client information and records as confidential documents pursuant to W&I Code, §4514 through 4518. Contractor shall maintain the following information and documents in a case file for each client receiving services:
 1. Current emergency and personal identification information including the client's address, telephone number, names and telephone numbers of relatives, and/or guardian or conservator;
 2. Current medical information including physician's name(s) and telephone number(s), pharmacy name, address and telephone number, current medications, known allergies, medical disabilities, infectious, contagious or communicable conditions, special nutritional/dietary needs, immunization records, and authorization for emergency medical treatment;
 3. Annual documentation of individual rights review with client signature;
 4. Current IPP, CDER, and other pertinent Regional Center documentation;
 5. Annual and semi-annual ISP reports signed by Contractor and client;
 6. Cost statements and purchase of service authorizations;
 7. Client financial ledgers with all expenses recorded as client allows;

Initials: _____

[VENDOR NAME] [VENDOR NUMBER] 9

8. Official correspondence; and
 9. SIR, Adult Protection Agency (APS), or any other incident reports.
- E. Pursuant to Title 17, §50603, Regional Center, the State of California, and any authorized agency representative shall have a right of access to any and all records and facilities pertaining to the vendored services to persons with developmental disabilities.
 - F. Contractor shall permit right of access to items referred to in (D) immediately for audit, review, examination, excerpt, reproduction and/or transcription by Regional Center and State of California.
 - G. Contractor shall retain all records for a period of no less than five (5) years following the date of the final payment for the State fiscal year in which services were rendered.
 - H. Contractor shall comply with W&I Code 4652.5, the statutory requirement to obtain an independent audit or independent review of financial statements. Contract shall provide a copy of the audit report or review results, with a completed *SLS Vendor Housing Survey* form, to NBRC's Chief Financial Officer no later than November 1, 2015.

XII. MONITORING

- A. Contractor's records outlined in (XII) are subject to audit and/or examination by Regional Center, the State of California, and any authorized agency representative.
- B. Contractor acknowledges that if results of any audit and/or examination result in a finding that any or all payments made by Regional Center to Contractor were in error or were otherwise proven to be improper or disallowed, Contractor shall accept financial liability and promptly repay amounts owed.
- C. Should Contractor elect to appeal any audit finding(s) and/or recommendation(s), Contractor shall utilize and be bound to audit appeal procedures outlined in Title 17, §50700, et. seq.
- D. Contractor understands that Regional Center is required to monitor and evaluate the quality and outcomes of services and supports provided to Regional Center clients by Contractor.

XIII. NON-DISCRIMINATION

Contractor shall not deny services or employment on the basis of race, color, creed, national origin, religion sex, age, or condition of physical or mental disability. Contractor shall comply with all relevant and applicable local, state, and federal laws.

XIV. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless Regional Center and the State of California, its officers, employees, and agents from and against any and all claims, suits, and

actions for any loss, damage, or injury to persons or property which arises from any negligent act or omission of Contractor, or any of its employees or agents acting on Contractor's behalf in performance of this Contract.

XV. NON-WAIVER

No waiver of breach of any provision of this Contract by Regional Center or Contractor shall constitute a waiver of any other breach of such provision. Failure of Regional Center to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver of thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

XVI. TERMINATION

- A. Regional Center may terminate this Contract, for cause, prior to the date set forth in Section IV under any of the following conditions:
 1. With notice, pursuant to Title 17 §50611 (b);
 2. With or without notice, when Regional Center determines that either:
 - a. The results of any evaluation of Contractor's service delivery, conducted pursuant to Title 17 §58671 (c), warrant termination of this Contract;
 - b. Contractor's service contributes to life-threatening dangers to, or has resulted in abuse of, a client;
 - c. Contractor has failed to comply with any provision of this Contract;
 - d. Contractor has failed to comply with written authorization to purchase services; or
 - e. Contractor has failed to comply with any applicable Federal, State, or local laws or regulations, including, but not limited to, those which govern the provision of services to persons with developmental disabilities.
- B. Regional Center or Contractor may terminate this Contract, without cause, prior to the date set forth in Section IV, provided:
 1. Regional Center and Contractor mutually agree to termination; or
 2. Regional Center or Contractor initiate termination by providing 60 days' written notice of intention to terminate.
- C. Upon termination of this Contract:
 1. Contractor shall immediately cease providing services to, and remove any direct care staff from the home of, any client whose services were covered by this Contract; and
 2. Regional Center's obligation to pay Contractor shall cease and any expenses incurred by Contractor following the termination date will not be reimbursed pursuant to this Contract.
- D. Provision of Title 17 §50611 (d) shall remain applicable to termination of this Contract.

XVII. EXECUTION OF CONTRACT

By signing this Contract, the Parties confirm that they have read this Contract, understand its contents, agree to its terms, and are voluntarily entering this Contract. The Parties warrant that the person signing on behalf of each Party is an authorized representative of that Party.

North Bay Regional Center

David Johnson
Chief Financial Officer

Date _____

Contractor Name

Authorized Representative
Authorized Representative's Title

Date

Initials: _____

[VENDOR NAME] [VENDOR NUMBER] 12

Initials: _____

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Supported Living Services Rates Schedule and Service Expectations – Revised 1/12/15

Service Tiers	Rate	Consumer Profile	Coordinator/PA Hours
A- (low)	\$1118	May need help coordinating medical appointments, benefits, taxes, mail. Some hours to assist with laundry, meal preparation and shopping.	25 -40 hours/month
B- (moderate)	\$2,025	May need active assistance to go shopping; help with social skills; community integration training, banking, budgeting. Agency may need to provide additional personal support of household tasks and self care.	40-90 hours/month
C- (high)	\$2,909	May need daily assistance to complete self-care activities, may display some severe behaviors, including: property destruction, other risky hygienic behavior, social behaviors which may be risky (sexual, drug/alcohol). May have medical conditions that require monitoring.	90-180 hours/month
D- (intensive)	\$4,243	Moderate to intense support for severe behavioral or self-care needs may be necessary. Medical supports and oversight of skilled personnel to meet those needs may be needed as well as coordinating multiple services to meet the needs of the individual. Could include oversight and intervention for high needs due to a co-existing mental health diagnosis or forensic status. Social functioning may be compromised and be severely disruptive needed sophisticated environmental control and redirection.	180-240 hours/month
E- (intensive +)	\$ 5,159	In addition to the supports outlined in Tier D, requires intense support for severe behavioral, self-care, mental health, forensic and/or medical needs to assure health and safety. Supervision approaching 24/7 may be necessary.	240 hours/month - 24 hour support

- Hourly rate \$24.29/per hour 24 hours or less
 - Assessments \$25.00/per hour Total of 20 hours
 - Living Assistance \$24.29/per hour Total of 35 hours
 - Clients requiring 24/7 active direct line supervision service needs must be addressed through the planning team process. Rates will be negotiated and assigned through NBRC's exception process.
 - All Tier hours are based on Face to Face/Direct service hours. These hours must be documented and billed through the State ebilling system on a monthly basis and are subject to audit.

**North Bay Regional Center
Zero Tolerance Policy
Client Abuse or Neglect**

Nothing is more important to North Bay Regional Center (NBRC) than the health, safety and security of its clients. NBRC has “zero tolerance” for client abuse or neglect.

DEFINITION: abuse includes physical abuse, neglect, financial abuse, abandonment, isolation, abduction, or other treatment which results in physical harm, pain or mental suffering; or deprivation, by a person providing care and supervision, of goods and services which are necessary to avoid physical harm or mental suffering.

- **Physical Abuse:** use or attempt of force on the person, unreasonable physical constraint or prolonged or continual deprivation of food, water, or sexual abuse. It also means the use of isolation, physical or chemical restraint, or psychotropic medication without medical authorization for punishment.
- **Mental Suffering:** fear, agitation, confusion, severe depression or other forms of emotional distress that is brought about by threats, harassment or other forms of intimidating behavior.
- **Neglect:** the negligent failure of a person(s) having care or custody of a client 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.

POLICY: Client abuse committed by NBRC 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 NBRC employee found to have engaged in abuse against a client will be subject to severe discipline, up to and including discharge. 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 removal from the list of those authorized to provide services for regional center clients.

All NBRC employees who are “mandated reporters” pursuant to the California Penal Code and all employees of service providers and long-term health care facilities who are mandated reporters shall strictly comply with the reporting laws at all times. A mandated reporter must (unless exempt under law) report all client abuse to the applicable governmental authorities immediately or as soon as practical after his or her discovery or reasonable belief that client abuse has occurred.

North Bay Regional Center and all service providers and long term health care facilities serving NBRC clients shall ensure their employees are fully informed upon hire and annually thereafter regarding NBRC’s Policy on Client Abuse and Neglect and the mandatory abuse and neglect reporting laws. Each employee must be knowledgeable of their responsibility to protect clients from abuse and neglect, the signs of abuse and neglect, the process for reporting suspected abuse or neglect, and the consequences of failing to follow the law and enforce this policy.

If NBRC or any service provider or long-term health care facility becomes aware of client abuse, it shall take immediate action, to the extent permitted by law, to ensure the health and safety of the affected client and all other clients receiving services and supports from NBRC. This obligation is in addition to those obligations required of mandated reporters to report client abuse under the reporting laws.