**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, §54000,

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, §58614.

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 automatictermination 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;

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, sexual orientation or condition of physical or mental disability. Contractor shall comply with all relevant and applicable local, state, and federal laws.

**XIV. INDEMNIFICATION**

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless Regional Center and the State of California (the “State”) and each of their agents, employees, officers, directors, and broker from and against any and all claims, damages, personal injury, costs, judgments, penalties, attorneys’ fees and/or liabilities arising out of or connected with any act, omission or neglect of Contractor, its agents or employees in the performance of their services or duties.

To the fullest extent permitted by law, Regional agrees to indemnify, defend and hold harmless Contractor and each of their agents, employees, officers and directors from and against any and all claims, damages, personal injury, costs, judgments, penalties, attorneys’ fees and/or liabilities arising out of or connected with any act, omission or neglect of Regional Center, its agents or employees in the performance of their services or duties.

Subject to the provisions of Section 10(b), Contractor’s indemnity shall include, but not be limited to, the defense or pursuit of any claim or proceeding involved therein, whether or not litigated.  If any action is brought against Regional Center, Contractor upon notice from Regional Center shall defend the same at Contractor’s expense by counsel reasonably satisfactory to Regional Center, unless Regional Center is alleged to be primarily liable for the injury or damage.  Regional Center need not have first paid any such claim in order to be so indemnified.

**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 Date

Chief Financial Officer

Contractor Name

Authorized Representative Date

Authorized Representative's Title

**Client Rights and Preferences**

North Bay Regional Center’s

Supported Living Services Standards

A. There is documentation that the SLS vendor has advised each client receiving SLS services of his or her rights pursuant to Title 17, Section 58620 and 58621.

B. Clients have a major role in selecting their direct care staff (personal attendant) and are

given the opportunity to regularly evaluate their relationships with their direct care staff and can request staff changes at any time.

C. The decisions concerning where and with whom the client resides are guided by the client’s preference and are reflected in the Individual Program Plan.

D. Clients are empowered to make choices in all aspects of his/her daily activities and community activity options.

**Client Training**

A. Clients are assessed and provided training and support as necessary to:

1. Stay safe from harm

2. Stay healthy

3. Pay bills and meet other financial and legal responsibilities

4. Develop and maintain friendships and other personal relationships

5. Engage in activities of their choice at the home and in the community.

6. Clients receive individual training and support so they can comfortably express their opinions and advocate for themselves.

7. Program activities and materials are age appropriate and include functional tasks that are relevant to each client and increase independence.

B. Training and activity schedules are to accommodate the needs and preferences of each client, not the needs of the SLS vendors and/or staff. The written schedule of training and activities is available in the client’s home and submitted to the Service Coordinator semi- annually in the progress reports.

C. Planning team must be held for consideration of new roommate(s). Clients have opportunity to meet and approve roommates.

**Client Progress**

A. There is documentation that the SLS vendor is providing services which are consistent with what is outlined in the IPP for which the SLS vendor is responsible.

B. There is evidence that the client has made progress toward achieving his or her desired outcomes over the past 12 months.

C. Direct care staff document progress notes. There is documented evidence

that direct care staff supervisors regularly review progress notes and provide feedback to direct care staff. Progress notes are available for review by client, conservator or Regional Center at any time.

**Client Health**

A. Direct care staff promote a healthy lifestyle including exercise and good nutrition.

B. SLS staff know the medical needs of each client they work with and are knowledgeable about whom to contact for consultation regarding medical issues.

C. Medical and dental evaluations and treatment are obtained at regular intervals dependent

on the client’s health and as specified in the IPP.

D. Clients who require adaptive devices (e.g. eyeglasses, hearing aids, dentures, wheelchairs)

North Bay Regional Center’s

Supported Living Services Standards

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are given assistance in securing and maintaining these devices by the SLS vendor.

F. Prior to any medication changes, the SLS vendor will ensure the conservator, when applicable, consents to such changes.

G. SLS vendor maintains a Medication Tracking Record, when applicable, listing the medication(s) prescribed and frequency and time of taking them. If client or family is responsible for medication administration, SLS vendor documents the process by which medications are monitored and administered.

**Communication**

A. Communication between SLS staff and client is in the client’s preferred language and method of communication.

**Generic Resources**

A. The SLS vendor shall assist client in applying for IHSS within 5 days of services beginning. B. The SLS vendor has explored IHSS and any other generic resources as a source of funding

for providing support, training or habilitation services.

C. IHSS Notice of Action is on file as made available by client and a copy has been sent to NBRC.

D. SLS vendor cannot supplement IHSS staff hourly rate.

E. There is no duplication of personal support and/or SLS hours funded by NBRC and any generic resources, such as IHSS.

**Housing**

A. The SLS vendor has no financial or fiduciary involvement in the home.

B. SLS vendor cannot be a co-signer or guarantor on lease, or subsidize any portion of the rent for their clients.

C. No more than 3 clients live in one supported living arrangement.

D. The living arrangement of each client who is receiving services from the SLS vendor are typical of the living arrangements of people without disabilities.

E. Clients have control over the environment within their own home, including decorating and furnishing the interior of their home.

F. Clients are not required to move out of their home if they request a different SLS vendor.

**Internal Monitoring**

A. SLS vendor has internal quality assurance monitoring protocols to evaluate work performance of current staff.

B. The SLS vendor conducts self-assessments, at least annually, that measure client and service/organizational outcomes and describes how the results of the self-evaluation will be used to enhance the vendor’s performance.

C. SLS vendor ensures that any staff providing transportation to a client has a current driver’s

license and the appropriate automobile insurance.

D. SLS vendor has documentation on record that a background check has been completed and passed for each staff prior to working with clients.

**Reports and Documentation**

North Bay Regional Center’s

Supported Living Services Standards

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A. The SLS vendor’s Individuals Service Plan (ISP) is consistent with, and reflective of, IPP

objectives. The goals outlined in the ISP are specific and measurable.

B. There is evidence that the client and his or her circle of support are involved in the development of the ISP.

C. ISPs are submitted to Service Coordinator semi-annually.

D. The SLS vendor’s ISP is consistent with the ISP developed by the client’s day or work program where applicable.

E. Daily support log describing the client’s goals addressed, unusual situations, activities and community outings offered and conducted, and people/professionals contacted.

F. There is no duplication of personal support and/or SLS hours funded by the Regional

Center and any generic agencies.

G. There is written communication between staff at shift change if applicable.

H. The SLS agency will notify the Service Coordinator of staff changes on a quarterly basis.

I. There is written evidence that direct care staff supervisors regularly review daily notes and progress reports.

J. The SLS vendor will submit requests for reauthorization of services no later than 30 days

prior to the end of current authorization. The request will include an updated budget, schedule and ISP. If the reauthorization is being requested for a client who shares a home with another client, SLS vendor will submit the budgets and schedule of both.

K. The SLS vendor maintains client files that include:

a. Current emergency information, including names, addresses and telephone numbers of client’s authorized representative

b. Recent client photograph and physical description c. Letters of conservatorship

d. Client allergy record

e. Identified medical needs including special dietary requirement f. SLS assessment

g. Current IPP

h. Case notes that include date, time, problems and what was accomplished i. Semi-annual progress reports on individual client objectives

j. Special Incident Reports (SIR)

k. Record of medical and dental treatment l. Current physical examination

m. Name, address and telephone number of physical residence, pharmacy, dentist

and other medical providers

n. Medication list, including name of medication, reason for use, possible side effects and prescribing physician

o. Medication Tracking Records

p. Name, address and telephone number of Regional Center and Service Coordinator q. Documentation of data measuring client progress in relation to his/her IPP

objectives

r. Day program or employment information including name of business, telephone number, address and contact person

s. Review of clients rights (annually)

t. Safety drill, emergency awareness and disaster preparedness plan u. Documentation indication payeeship status for client

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DRAFT

v. Documentation of effort to obtain records not found in client file

If client or conservator manages medical care and is unwilling to provide applicable documents as noted above, then SLS vendor to document process by which it maintains knowledge of medical needs and care.

**Staff Training and Support**

A. SLS agencies and their staff are encouraged to attend outside trainings conducted by

NBRC or other authoritative organizations.

B. SLS staff understand their role as a mandated reporter, having signed a statement acknowledging their responsibility, and are provided with the Department of Developmental Services’ (DDS) Whistleblower Complaint information. SLS staff do not need to confer with their agency management to submit said reports (as per mandated reporting requirements).

C. SLS staff have knowledge of Special Incident Reporting requirements and are provided information on reporting special incidents to NBRC.

D. SLS vendor ensures that all SSL staff are familiar with various generic resources such as

In Home Support Services (IHSS), Housing and Urban Development (HUD), mental health services, and makes every effort to assist clients in accessing such resources.

E. In addition to the orientation requirements outlined in Title 17, Sections 58651 and 58652, the vendor’s training includes, but is not limited to:

a. Communication skills

b. Conflict resolution skills

c. Basic reporting and SIR writing skills d. Teaching techniques

e. Assistive technology and how it can improve quality of life

f. Developmental disabilities and associated medical and psycho-social issues related to serving this population

g. Medication management h. Money management

i. Positive behavior supports

j. Non-violent crisis intervention k. Person centered philosophy

**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.**

Initials: \_ Exhibit B

**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.

Initial: \_ Exhibit C