

**Board of Directors Executive Committee Meeting**  
**Monday, June 21, 2021, 6:30 pm**  
**North Bay Developmental Disabilities Services, Inc.**

**Join Zoom Meeting:**

<https://us02web.zoom.us/j/82419292031?pwd=aEVac2VqRFZYOEh6TnAyWnVoU3NuUT09>

**Join by Phone:**

**Call-in:** 1-669-900-6833 **Meeting ID:** 824 1929 2031 **Password:** 878085

**AGENDA**

- I. CALL TO ORDER – Angel Hixson, President
- II. ROLL CALL AND INTRODUCTIONS – Sara Speck, Secretary
- III. PUBLIC COMMENT – 2 minutes per person unless otherwise allowed by Board Chairperson.
- IV. CONSIDERATION OF MINUTES – Angel Hixson, President ACTION  
Minutes of the Executive Committee Meeting of May 17, 2021 be approved as submitted.
- V. REVIEW OF THE JUNE 2<sup>ND</sup> ANNUAL BOARD MEETING INFO
- VI. JULY 7<sup>TH</sup> BOARD MEETING PREP INFO
- VII. B-3 CONTRACT – Rosemarie Pérez, Treasurer ACTION
- VIII. C-1 PRELIMINARY CONTRACT – Rosemarie Pérez, Treasurer ACTION
- IX. COMMUNITY SERVICES CONTRACTS OVER \$250,000 – Courtney Singleton, Director of  
Community Services
  - A. Specialized Residential Facilities ACTION
  - B. Enhanced Behavioral Support Homes - Delayed Egress ACTION
  - C. Enhanced Behavioral Supports Homes - Delayed Egress and Secure Perimeter ACTION
- X. TENISITECH CONTRACT – Isabel Calder, Chief Financial Officer and Carlo Cacciatore, Consultant  
for Tenisitech ACTION
- XI. EXECUTIVE DIRECTOR'S REPORT – Gabriel Rogin, NBRC Executive Director INFO
- XII. OTHER BUSINESS - Any other Board business may be brought up at this time.
- XIII. PUBLIC COMMENT – 2 minutes per person unless otherwise allowed by Board Chairperson.
- XIV. ADJOURNMENT – Angel Hixson, President

CLOSED SESSION – a) The governing board of a regional center may hold a closed meeting to discuss or consider one or more of the following: (1) real estate negotiations, (2) the appointment, employment, evaluation of performance, or dismissal of a regional center employee, (3) employee salaries and benefits, (4) labor contract negotiations, (5) pending litigation (b) Any matter specifically dealing with a particular regional center client must be conducted in a closed session. -- W&I Code 4663(a) & (b).

<b>NEXT MEETING ANNOUNCEMENT</b> – The next Board of Directors Executive Committee call is July 19, 2021 at 6:30 pm.
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## **Board of Directors' Executive Committee Meeting**

**Monday, May 17, 2021, 6:30 pm**  
**North Bay Regional Center - Via Zoom**

### **NBRC BOARD MEMBERS PRESENT:**

Sara Speck, Secretary  
Angel Hixson, President  
Jeremy Johnson, Vice President  
Derek Hearthtower, Sonoma County

### **NBRC BOARD EXECUTIVE COMMITTEE MEMBERS ABSENT:**

Rosemarie Pérez, Treasurer

### **NBRC STAFF PRESENT:**

Gabriel Rogin, NBRC Executive Director  
Danielle Bernardo, NBRC Executive Assistant

### **GUEST PRESENT:**

Ami Sullivan, Kinetic Flow

## **MINUTES**

**CALL TO ORDER** – Angel Hixson, President, called the meeting to order at 6:32 pm.

**ROLL CALL AND INTRODUCTIONS** – Sara Speck, Secretary conducted roll call and a quorum was present.

**PUBLIC COMMENT** – None

**CONSIDERATION OF MINUTES** – Minutes of the Executive Committee Meeting of March 15, 2021 be approved as submitted.

**M/S/C (Speck/Johnson) Move to approve the minutes with the correction of marking Jeremy as present at the March 15<sup>th</sup> meeting.** **UNANIMOUS**

### **REVIEW OF MAY 5<sup>TH</sup> BOARD MEETING**

*Gabriel Rogin, NBRC Executive Director, recapped the May 5<sup>th</sup> board meeting. (Minutes can be found in the June, 2021 board meeting packet.)*

### **ANNUAL BOARD MEETING PREP**

*Gabriel Rogin, NBRC Executive Director, reviewed proposed agenda items with the Executive Committee.*

- Tribute to the two staff members that passed away over the last year.
- Proud moments
- Housing Success Story
- Senior Companion Program Success Story.
- Videos we want to show.
- An accomplishment slide capturing some of the things staff have done.
- Employee anniversary awards
- Mary Ida Cook Lifetime Achievement Award.

### **STRATEGIC PLANNING PROCESS OVERVIEW –**

*Ami Sullivan, Kinetic Flow, noted she presented in March 2020, went over the strategic planning process. 2020 took a turn putting our plan on hold temporarily.*

- ❖ The Executive Committee agreed that the basic plan was the best fit for NBRC. The basic plan consists of the following:
  - Shorter plan 2-3 year
  - Gather input from all of our different stakeholders.
  - Make sure that the plan addresses diversity and equity.
  - Update the Mission, Vision and Values.

- Set up priority areas
- *Angel Hixson, President*, noted staff have been bogged down and taking a pause before taking on this would be a nice break for them.
- *Gabriel Rogin, Executive Director*, noted currently COVID numbers are trending in the right direction. The CDC is starting to relax their mask requirements, however, if there is another spike that would impact our strategic planning timelines.
- *Jeremy Johnson, Vice President*, noted fire season is coming up and it's important to recognize the things that have occurred in the past. Our first stakeholder meetings will start in January.
- *Derek Hearthtower* noted he is really looking forward to the process.
- *Sara Speck, Secretary*, noted it's sad that we even have to think of all the bad things that could happen.
- *Angel Hixson, President*, noted the committee is in an agreement that the Strategic Planning process will get pushed back to October.

## **E-5 CONTRACT –**

*Gabriel Rogin, Executive Director*, reviewed the E-5 contract noted on the attached spreadsheet.

**M/S/C (Speck/Johnson) Move to approve the E-5 contract as noted on the attached spreadsheet.**

**UNANIMOUS**

## **EXECUTIVE DIRECTOR'S REPORT –**

### **A. Autism in California 2020 – A Report to the Public**

*Gabriel Rogin, NBRC Executive Director*, noted The Bay Area Autism Society released an Autism in California 2020 report. There is a dramatic increase in the number of people diagnosed with Autism.

Gabriel noted he and Derek had a good conversation about this report. They agree it should be a conversation with the board to review this data. They don't want to present the increase as a problem. The challenge is making sure everyone has adequate services and supports.

It was decided that it would be presented to the board as an FYI before discussing how to use the data to advocate. They are targeting July. The report coincides with the workforce crisis. There are not enough people to provide direct care.

- *Derek Hearthtower* noted his long-term goal is to have more autistic people become caregivers and such. Derek noted he was a teacher before becoming a caregiver.

Gabriel continued the Executive Directors Report:

- NBRC is moving forward with office re-entry and community re-entry.
  - There have been small group meetings with staff to discuss any questions. Most staff will be coming into the office two days a week to start and adjust along the way as needed.
  - After staff return to the office, we will decide when to open up the office to the public. DDS released a directive to resume in person visits. Certain visits scheduled after May 21 should be assumed to be in person.
- NBRC has been doing drive thru outside clinics to help people access the vaccine.
- Gabriel reviewed the May Revise:
  - End to the suspension of the supplemental rate increases, and the elimination of the uniform holiday schedule.
  - Funding for more crisis teams.
  - Additional funding for emergency preparedness at the local level.
  - DSP training and certification to build in more professional opportunities.
  - Funding for differential bilingual service professionals.
  - 21 deaf service specialists, one at each regional center.
  - Enhanced Service Coordinators for individuals with low or no POS expenditures.
  - Provisional eligibility for children 3-4 years old.

## **OTHER BUSINESS –**

*Sara Speck, Secretary*, noted she was highlighted as a committee leader for women's and girls in Solano

County.

**PUBLIC COMMENT** – None

**ADJOURNMENT** – Angel Hixson, President, adjourned the meeting at 7:34 pm.

Date submitted to NBRC Board for review

05/10/2021

Date approved by NBRC Board Executive Committee (if applicable)

05/10/2021

Date approved by NBRC Board

N/A

Operations ☒

Purchase of Service ☒

The following contracts have been reviewed by Isabel Calder, Chief Financial Officer, and Gabriel Rogin, Executive Director. Both of whom recommend approval by the NBRC Board of Directors.

Purpose of Contract	Contractor Name and Vendor# (if applicable)	Term of Contract	Approved	M/S/C	Notes
E-5 Amendment for Fiscal Year 18/19	Department of Developmental Services	July 1, 2014 – June 30, 2021	Yes	(Speck/Johnson)	<p>Total Contract Amount: <b>\$262,758,234.00</b></p> <p>This amendment reduces Ops CPP funding in the amount of \$111,796 and increases POS CPP funding in the amount of \$695,746. The amount is broken down as follows:</p> <ul style="list-style-type: none"> <li><i><u>Reduces</u></i> Ops by - \$111,796 for an Unfilled BCBA position</li> <li><i><u>Increases</u></i> POS CPP by \$194,511 for Sonoma DC Placement and \$501,235 for CPP start-up funding.</li> </ul>



Date submitted to NBRC Board for review

06/21/2021

Date approved by NBRC Board Executive Committee (if applicable)

Date approved by NBRC Board

Operations ☐

Purchase of Service ☒

The following contracts have been reviewed by Isabel Calder, Chief Financial Officer and Gabriel Rogin, Executive Director. Both of whom recommend approval by the NBRC Board of Directors.

Purpose of Contract	Contractor Name and Vendor# (if applicable)	Term of Contract	Total Contract Amount	Notes
B-3 for Fiscal Year 20/21	Department of Developmental Services	July 1, 2019 – June 30, 2026	<b>\$352,326,503</b>	<p>The B-3 includes POS allocation in the amount of <b>\$12,914,040</b> as:</p> <ul style="list-style-type: none"><li>• POS Base: \$8,686,097</li><li>• Enhanced Behavioral Supports Home with Delayed Egress and Secure Perimeters: \$1,500,000</li><li>• Compliance with HCBS Regulations: \$1,027,943</li><li>• Regular/CRDP start-up funds: \$1,700,000</li></ul> <p>NBRC total allocation for FY21 as of B-3:</p> <ul style="list-style-type: none"><li>• Ops: <b>\$25,479,605</b></li><li>• POS: <b>\$326,846,898</b></li></ul>



Date submitted to NBRC Board for review

06/21/2021

Date approved by NBRC Board Executive Committee (if applicable)

Date approved by NBRC Board

Operations ☒

Purchase of Service ☒

The following contracts have been reviewed by Isabel Calder, Chief Financial Officer and Gabriel Rogin, Executive Director. Both of whom recommend approval by the NBRC Board of Directors.

Purpose of Contract	Contractor Name and Vendor# (if applicable)	Term of Contract	Total Contract Amount	Notes
C-1 Preliminary for Fiscal Year 21/22	Department of Developmental Services	July 1, 2019 – June 30, 2026	<b>\$317,801,644</b>	This Preliminary is the initial contract for FY 21/22 and represents approximately 85% of or the prior year contract amount. <ul style="list-style-type: none"><li>• Ops: \$20,318,793</li><li>• POS: \$297,482,851</li></ul>



Date submitted to NBRC Board for review

06/21/21

Date approved by NBRC Board Executive Committee (if applicable)

Date approved by NBRC Board

Operations ☐

Purchase of Service ☒

The following contracts have been reviewed by Courtney Singleton, Director of Community Services, Isabel Calder, Chief Financial Officer and Gabriel Rogin, Executive Director. All recommend approval by the NBRC Board of Directors.

Purpose of Contract	Consumers Served	Contractor Name and Vendor# (if applicable)	Term of Contract	Contract Amounts	Notes
Specialized Residential Facility	4	National Mentor Health Care, LLC	07/01/21-12/31/21	\$13,988.63/Per client per month \$671,454 Total Annual Contract	Medical Home. Sonoma County

**Summary:**

A specialized residential facility is a home licensed by California Social Services, Department of Community Care Licensing and vendored by North Bay Regional Center to serve individuals with some medical needs. This home has Licensed Vocational Nurses in the home 8 hours per day, Registered Nurse consultation, a staffing ratio of at minimum of 2 staff to 4 individuals and additional consultation by licensed professionals based on individual needs. Additional consultants can be psychologists, occupational therapists, physical therapist, speech therapists etc. This home is monitored/visited on a quarterly basis by each client's NBRC Service Coordinator, on an annual basis by Quality Assurance Staff and annually unannounced by Community Care Licensing.

Purpose of Contract	Consumers Served	Contractor Name and Vendor# (if applicable)	Term of Contract	Contract Amounts	Notes
Specialized Residential Facility	4	Brilliant Corners	06/30/21-03/31/23	Acquisition \$250,000 Renovation \$350,000	Housing Only. Sonoma County

**Summary:**

NBRC in conjunction with Brilliant Corners has been approved by the Department of Developmental Services to purchase and renovate a new 4 bed specialized residential facility. Acquisition Costs include but are not limited to: The down payment, pre-development costs, closing costs, property inspections, home warranty, title insurance etc. Renovation costs include but are not limited to: Modifications to meet client's needs such as ramps, bathroom modifications, hardened or softened walls; replacement of old systems such as water heaters, HVAC, generators; bringing the home up to building code compliance and holding costs.



Purpose of Contract	Consumers Served	Contractor Name and Vendor# (if applicable)	Term of Contract	Contract Amounts	Notes
Two (2) Enhanced Behavioral Supports Homes-Delayed Egress	8	Brilliant Corners	06/30/21-03/31/23	<b>House #1</b> Acquisition \$250,000 Renovation \$300,000 <b>House #2</b> Acquisition \$250,000 Renovation \$300,000	<b>Housing Only</b> <b>Located in NBRC's catchment area</b>

**Summary:**

These two (2) EBSH homes are being developed to serve individuals moving from locked settings such as, Porterville Developmental Center and Institutions for Mental Disease (IMD). The contract total will be used to purchase and renovate a four bedroom home. Acquisition Costs include but are not limited to: The down payment, pre-development costs, closing costs, property inspections, home warranty, title insurance etc. Renovation costs include but are not limited to: Modifications to meet client's needs such as ramps, bathroom modifications, hardened or softened walls; replacement of old systems such as water heaters, HVAC, generators; bringing the home up to building code compliance and holding costs. These two (2) homes will have a delayed egress feature.

Purpose of Contract	Consumers Served	Contractor Name and Vendor# (if applicable)	Term of Contract	Contract Amounts	Notes
Enhanced Behavioral Supports Home-Delayed Egress/Secure Perimeter	4	Brilliant Corners	06/30/21-03/31/23	\$550,000 Acquisition \$675,000 Renovation	<b>Housing Only</b> <b>Located in NBRC's catchment area</b>

**Summary:**

This EBSH home with delayed egress and a secure perimeter, is being developed to serve individuals moving from Porterville Developmental Center. The contract total will be used to purchase and renovate a four bedroom home. Acquisition Costs include but are not limited to: The down payment, pre-development costs, closing costs, property inspections, home warranty, title insurance etc. Renovation costs include but are not limited to: Modifications to meet client's needs such as ramps, bathroom modifications, hardened or softened walls; replacement of old systems such as water heaters, HVAC, generators; bringing the home up to building code compliance and holding costs. These two (2) homes will have a delayed egress feature.

Purpose of Contract	Consumers Served	Contractor Name and Vendor# (if applicable)	Term of Contract	Contract Amounts	Notes
Enhanced Behavior Supports Home-Delayed	4	A Place of Grace	06/30/21-03/31/23	\$275,000	<b>Service Provider</b>

Egress/Secure Perimeter-Provider					
<b>Summary:</b> This Enhanced Behavioral Supports Home (EBSH) is being developed to serve individuals with intense behavioral needs, moving from locked settings such as Porterville Developmental Center and Institutions for Mental Disease (IMD), into the community. These individuals will have had multiple unsuccessful community placements and the last best option for them is a home with delayed egress/secure perimeter. This EBSH will serve 4 individuals with intense behavioral needs. All staff in the home must be Licensed Psychiatric Technicians or Registered Behavior Technicians. The EBSH contract is governed by California Code of Regulations Title 17 sections §59057 through §59059. The facility budget is approved by NBRC and certified by The Department of Developmental Services. This contract is for the facility costs for the EBSH. When the first individual moves into the home, the facility cost is paid to the EBSH vendor. The below items are covered in the facility cost per month:					
Rent for the property		Insurance			
168 hours a week of Lead Staff (salary, benefits & taxes)		Phone		Property Taxes	
40 hours a week of the home Administrator		Repairs		Utilities	
Board Certified Behavior Analyst supervision		Internet/Cable		Transportation	



North Bay  
Regional Center

NORTH BAY REGIONAL CENTER

IT Services Agreement

TENiSi  TECH

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### TenisiTech & North Bay Regional Center – A Partnership in the Making

We are excited to work with North Bay Regional Center! After discussing IT challenges, we are ready to get started. It is our objective to eliminate your IT concerns by focusing on data security, employee productivity and improving day-to-day IT services, so staff can focus on what's most important – supporting people with developmental disabilities.

### TenisiTech Overview

After spending a decade working on IT integrations for acquisitions, our founder started TenisiTech to help companies reimagine the potential of their IT productivity. Over the past five years, the cloud questions of security and trust have been answered and the possibilities have become unlimited. Gone are the days of confusing, difficult to use tools and hardware management.

TenisiTech is hyper-focused on building a holistic strategy to improve our customers' experience. By taking an iterative approach to simplifying IT, customers can focus on their core business while leveraging IT to gain productivity. The TenisiTech team becomes an extension of your organization, and you can rely on us to do our job on time, on budget and with a friendly, professional attitude.

### TenisiTech Is Your IT Team

To provide excellent IT support and establish the standards set forth in this proposal, TenisiTech will provide the following resources as part of your IT Services agreement.

**IT Management:** An IT Director will be provided to do the following:

- Organize IT Data
- Vendor management & negotiation on behalf of North Bay Regional Center
- Create IT Policies and Procedures
- Provide guidance, mentor existing IT resources, and meet with management on a regular basis
- Identify IT strategies & projects
- Identify budgets for hardware, software maintenance and IT projects

**Network Architect:** An experienced network architect is available on an as-needed basis to provide support and strategy for the network, wireless and VPN services.

**Server Architect:** An experienced server architect will be providing strategy direction and planning on projects to move the company forward.

**Systems/Cloud Administrators:** Our systems administrators have a long history of managing on-premise and cloud technology solutions and will be key to managing your IT environment daily. They implement tools to streamline day-to-day tasks and integrate solutions for a seamless user experience.

**Service Desk Operations:** TenisiTech will manage your Service Desk, responding to employee issues, questions and requests.

### IT Leadership & Management Services

TenisiTech will provide North Bay Regional Center IT Director, project management and systems administration services on an ongoing basis to simplify, streamline and organize the IT environment. We will work closely with the IT team and other key stakeholders to align IT with the business and ensure that IT secures data and enhances productivity.

After high-level discussions regarding IT at North Bay Regional Center, we believe the following:

1. North Bay Regional Center is making a good investment in technology and is committed to ensuring the IT infrastructure is secure and employees have the tools they need to get their jobs done.
2. The overall IT infrastructure is stable, but more information is required to identify NBRC's technology lifecycle.
3. The IT organization would benefit from leadership with in-depth experience building a strategy, roadmap and budget to support that strategy.
4. IT and the business are not aligned, and IT defines their priorities in a silo with little input from the rest of the organization.

### Develop an IT Strategy, Roadmap and Budget

- Define an IT strategy aligned with the business that enables employees and protects data.
- Provide IT roadmap & project plans along with costs
- Develop IT budget for application, hardware and project requirements

### Operationalize IT

- Create an IT playbook
  - Update IT infrastructure documentation
  - Review and align IT procedures with documented policies
  - Create hardware standards and implement refresh plan
- Manage Vendors
  - Identify IT & application vendors including contact information and licensing information
  - Ensure renewals are tracked, renegotiated and licensing is adjusted as necessary

### Manage Projects

Once we establish an agreed upon strategy, TenisiTech will put together project plans and manage the progress of those plans with North Bay Regional Center's internal IT team. We will:

- Create a project plan based upon the roadmap identified by the interim IT Director, including timelines and resource plans
- Meet regularly on each project to ensure progress is being made according to plan
- Provide regular updates to the IT Director/other key stakeholders

### Systems Administration Support

- Monitor & Maintain IT Systems using TenisiTech's RMM (remote monitoring & management) tools:
  - Provide remote & proactive monitoring for computers, network equipment and servers
  - Maintain hardware and software inventory
  - Manage mobile devices & tablets
  - Conduct vulnerability scans on computers to identify equipment requiring support

- Patch computers to prevent malware
- Upgrade applications, software and end user computers, servers and network equipment as appropriate
- Manage all applications & license usage

#### Fees:

**IT Leadership, Project Management and Systems Administration Services: \$264,000**

#### Project Work

Project work can generally be defined as implementation of new technology or services. Under this agreement, TenisiTech will provide guidance and manage NBRC staff to complete projects defined as part of the IT Strategy. Some projects may require additional support from TenisiTech systems administrators, desktop engineers or network engineers. TenisiTech will provide scope of work and cost estimates of anything that falls within this category. No project work will be completed without express approval by NBRC's CFO or Director of Administrative Services. Normally project work is billed on a time and materials basis at \$195/hour. However, under this agreement NBRC will be billed at a discounted rate of \$172.50/hour. Examples of project work include:

1. New building turn-up
2. IT infrastructure move to a co-location/new facility
3. Integration/de-integration due to company acquisition or disposition
4. Phone system upgrade
5. Cloud migrations (email/files to the cloud)

#### TenisiTech Tools

TenisiTech uses a suite of best-in-class tools to manage our clients' IT environments:

##### Zendesk

TenisiTech will implement Zendesk to manage and provide metrics on IT requests. Zendesk will also serve as an IT knowledge base repository for IT documentation where staff can find information on common issues and requests.

##### 1Password

TenisiTech will save all IT-related passwords in this encrypted password vault. This vault will be used by all IT team members.

##### IT Glue

IT Glue is an infrastructure documentation repository for all aspects of the IT environment. All IT-related information will be stored in IT glue.

##### Process.St

TenisiTech uses a tool call Process St. to ensure accountability and all tasks are completed per defined/to-be-defined processes (i.e., onboarding, offboarding, machine configuration, etc.)

##### Smartsheet

TenisiTech uses SmartSheet for defining & managing projects. We provide guest access to SmartSheet for project status transparency

### Support Assumptions

- TenisiTech will be responsible for IT issues.
- TenisiTech will have administrative access to the internal network and any IT-related applications, services and servers.
- TenisiTech will have network access – including remote access
- North Bay Regional Center will purchase software or hardware required for maintenance, compliance and new projects, if determined necessary and mutually agreed upon

### Response Times

The following table shows the acknowledgement timeframes for each priority level.

Impact	Priority	Acknowledgement Time
Service is not available for all users and functions	1	Within 1 hour
Significant degradation of service (substantial number of users or business critical functions affected)	2	Within 4 hours
Limited degradation of service (limited number of users or functions affected, business process can continue)	3	Within 8 hours
Small service degradation (business process can continue, one user affected)	4	Within 16 hours

### Thank You!

Thank you for taking the time to read our proposal. We know entrusting someone with your IT is a big decision and do not take that lightly. Our primary goal is to provide you excellent service, at a fair price while developing a long-term partnership.



## SERVICES AGREEMENT

North Bay Regional Center("Client") and TenisiTech have entered this Agreement as of 06/30/2021 (DATE) to establish the terms under which TenisiTech will provide services to Client ("Agreement").

### 1. INDEPENDENT CONTRACTOR STATUS

- a. TenisiTech is in the business of contracting with clients to provide desktop and technical support services. TenisiTech acknowledges it operates as an independent contractor and is not an employee of Client.
- b. TenisiTech will have no authority to take any actions on behalf of Client without the express, advance authorization of a representative of Client.
- c. TenisiTech shall be solely responsible for paying all taxes due on Client's payments to TenisiTech.

### 2. SERVICES

- a. TenisiTech shall perform the services (the "Services") as set forth in the Statement of Work or otherwise as requested by Client according to the time schedule established by Client and agreed to by TenisiTech.
- b. To the extent required by Client, the Services shall be performed in association with Client or others whom Client may designate. Client has the right to direct the result of TenisiTech's work. TenisiTech shall determine the method and manner of performance.

### 4. COMPENSATION

- a. Client will pay TenisiTech the costs specified in the IT Services Proposal section of this document. TenisiTech will submit an invoice for its time and expenses to Client on the 1<sup>st</sup> of every month. Client will pay TenisiTech within thirty (30) days after TenisiTech submits its invoice. Client will not withhold FICA, state or federal income tax from its payments to TenisiTech. TenisiTech will not be eligible for any benefits from Client.
- b. Client will reimburse TenisiTech for the actual cost of its reasonable, necessary travel and related expenses TenisiTech may incur when traveling at Client's request other than properties and work locations in the San Francisco Bay Area. TenisiTech will travel by air at tourist or economy rates. TenisiTech will submit such reasonable documentation for expense reimbursement as Client shall require.
- c. Reimbursement will be approved according to the following schedule, unless approved otherwise:

- Breakfast: \$8.00

- Lunch: \$14.00
- Dinner: \$23.00
- Lodging will be approved up to \$150.00 per night.
- Air fare will be approved at the most cost-effective rate not to exceed \$300 one way.
- Car rental will be approved at the most cost-effective rate not to exceed \$50.00 per day.
- Mileage will be approved at the current IRS mileage rate.
- Client will not reimburse any alcohol related expenses.

**5. TERMS**

Unless terminated earlier pursuant to Paragraph 7, this Contract will be in effect for one year, through 06/30/2022 (the "Term"). At the end of this term, the agreement may be renegotiated.

**6. ASSIGNMENT AND SUBCONTRACT OF THIS AGREEMENT**

- a. TenisiTech, or its agents or employees, will provide all services under this Agreement. Neither party may assign this Contract or subcontract any services to other parties without the prior consent of the other party, which consent will not be unreasonably withheld. All rights and obligations of Client hereunder shall be granted to or assumed by Client's successors or assigns. Consequently, all references to Client in this Agreement shall include Client's successors or assigns.
- b. TenisiTech may hire or retain the services of any employee or contractor (the "subcontractor") to assist in the provision of services to Client without the prior consent of Client. These services will be covered and inclusive under the negotiated rate.

**7. TERMINATION**

- a. Either party may, for any reason or for its convenience, terminate this Agreement by giving a 30-day written notice of termination to the other party.
- b. Upon termination, Client will pay TenisiTech for the work performed for Client prior to the termination of this Agreement, and such other amounts as set forth in the Statement of Work and will reimburse any reasonable business expenses.
- c. Provided Client pays all amounts owing to TenisiTech upon termination of this Agreement, TenisiTech releases Client, its owners, partners, officers, employees and agents from any other or further liability, claims, actions or damages.

**8. PERFORMANCE**

- a. In the event Client believes TenisiTech is not satisfying its obligations hereunder, Client will notify TenisiTech in writing TenisiTech is not meeting its obligations. TenisiTech has up to thirty (30) days to correct non-performance items identified in the notification.
- b. After Client has given TenisiTech two written notifications of non-performance, Client may terminate this Agreement without paying the amounts described in Paragraph 7.

**9. REPRESENTATIONS**

TenisiTech is not restricted in any way, by agreement or otherwise, from entering into this Agreement. TenisiTech will not breach any agreement or other obligation to keep in confidence, or to refrain from using, the confidential, and proprietary or trade secret information of a former employer, another Client or any other person, and will not use any such information in connection with its services for Client. The work product of TenisiTech will constitute original work of TenisiTech, and will not infringe any copyright, trade secret, contract or other intellectual property, proprietary or personal rights of any person, and will be free of any liens, encumbrances or other claims.

**10. CONFIDENTIALITY OF INFORMATION**

- a. TenisiTech shall hold in trust for the sole benefit of Client any materials, information or ideas are provided to or otherwise made available to TenisiTech by Client, or otherwise obtained or learned by TenisiTech in connection with its services for Client, whether before or after the date hereof ("Proprietary Information"). TenisiTech shall not use, reproduce or disclose any Proprietary Information except to the extent necessary to perform its services for Client and as authorized by the Chief Financial Officer or Director of Administrative Services. In any event, except as authorized by Chief Financial Officer or Director of Administrative Services, TenisiTech shall not disclose any Proprietary Information to any person other than individuals within Client who have a need to know such Proprietary Information. "Proprietary Information" includes materials, information and ideas of or about Client, other affiliated entities, and clients, vendors, licensors and other persons, not generally known to the public, including, without limitation, materials, information and ideas relating to business, plans, operations, products, services, methods, procedures, clients, equipment and systems, whether in written, oral or any other form.
- b. TenisiTech shall use its best efforts to prevent the disclosure and the unauthorized reproduction or use of the Proprietary Information, which efforts shall be no less than those used by TenisiTech to protect TenisiTech's own confidential information.

- c. The restrictions set forth above shall apply, notwithstanding the expiration of the Term or the termination of this Contract, until such time as TenisiTech can establish such information is known to the general public provided such knowledge is not due to acts or omissions of TenisiTech.

**11. EMPLOYEE RELATIONSHIPS**

TenisiTech acknowledges Client's relationships with its directors, officers, employees, affiliates and contractors are valuable business assets of Client. TenisiTech agrees during the Term of this Agreement and for one year thereafter, TenisiTech shall not, directly or indirectly (for TenisiTech, a third party or otherwise) divert or attempt to divert from Client any such director, officer, employee, affiliate or contractor, through solicitation or otherwise.

**12. NON-SOLICITATION**

Neither party shall hire or solicit any employee or contractor of the other party until twelve (12) months have elapsed from the date TenisiTech last performed services under this agreement. The parties expressly agree any breach of this provision will cause irreparable harm to the non-breaching party, and agree in such case, the breaching party will pay to the non-breaching party a finder's fee of Twenty Thousand (\$20,000) Dollars.

**13. RETURN OF PROPERTY**

Upon termination of this Agreement, or at any other time at Client's request, TenisiTech shall deliver immediately to Client all property belonging to Client and all material containing or constituting Proprietary Information or Creations, including any copies, whether prepared by TenisiTech or others.

**14. PUBLICITY**

TenisiTech shall not, without Client's prior written consent, in any manner advertise, publish or release for publication any statement mentioning Client or the fact TenisiTech is furnishing or has furnished or contracted to furnish services to Client. This section shall remain in effect during and after TenisiTech's employment with Client.

**15. COMPLIANCE WITH LAWS**

TenisiTech shall, at its own expense, comply with all laws, rules and regulations, and assume all liabilities or obligations imposed by such laws, rules and regulations, with respect to TenisiTech's performance hereunder.

**16. INDEMNITY**

- a. TenisiTech shall perform all services for Client as an independent contractor and not as an agent or employee of Client. The acts and omissions of TenisiTech's employees, agents and subcontractors, if any, shall be deemed to be those of TenisiTech. To the extent not precluded by law, TenisiTech shall indemnify and hold harmless Client and its directors, officers, agents, representatives, affiliates and employees from and against any and all liability, damages, losses, claims, demands, judgments, costs and expenses of every nature and kind, arising out of or in any way resulting from the acts or omissions, whether negligent or otherwise, of TenisiTech, and its employees, subcontractors, or agents, if any, in performance under this Contract.
- b. TenisiTech will be responsible for, and will indemnify Client for, all taxes, interest, penalties or any other amounts which may be due or assessed based on TenisiTech's services to Client.

**17. LIMITATION OF LIABILITY**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS, LOSS OF DATA OR COST OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THIS OR ANY AGREEMENT BETWEEN THE PARTIES, OR THE SERVICES PERFORMED THEREUNDER, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE). IN ADDITION, EXCEPT FOR BREACHES OF TENISITECH'S OBLIGATIONS UNDER SECTION 10 AND 18 OF THIS AGREEMENT, TENISITECH SHALL ONLY BE LIABLE TO YOU FOR ANY DIRECT DAMAGES NOT TO EXCEED THE AMOUNT PAYABLE TO TENISITECH UNDER THE APPLICABLE STATEMENT OF WORK. NOTHING IN THIS SECTION 17 SHALL LIMIT THE TENISITECH'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 16.

**18. OFAC**

As an inducement to Client to enter into this Agreement, TenisiTech hereby represents and warrants: (i) TenisiTech is not, nor is it owned or controlled directly or indirectly by, any person, group, entity or nation named on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the United States Treasury ("OFAC") (any such person, group, entity or nation being hereinafter referred to as a "Prohibited Person"); (ii) TenisiTech is not (nor is it owned or controlled, directly or indirectly, by any person, group, entity or nation which is) acting directly or indirectly for or on behalf of any Prohibited Person; and (iii) TenisiTech (and any person, group, or entity which TenisiTech controls, directly or indirectly) has not conducted nor will conduct business nor has engaged nor will engage in any transaction or dealing with any Prohibited Person that either may cause or causes Licensee to be in violation of any OFAC rule or regulation, including without limitation any assignment of this Agreement. About the foregoing, it is expressly understood and agreed that (x) any breach by TenisiTech of the foregoing representations and warranties shall be deemed a default by TenisiTech hereunder and shall be covered by the indemnity provisions of this Agreement, and (y) the representations and warranties contained in this subsection

shall be continuing in nature and shall survive the expiration or earlier termination of this Agreement.

**19. APPLICABLE LAW**

This Contract shall be governed by the laws of the State of California.

**20. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all previous negotiations, commitments, understandings and agreements.

**21. NOTICES**

A. All notices or requests required to be given under this Contract and all other communications related to this Contract shall be in writing and shall be deemed to have been duly given if personally delivered, sent by overnight courier or mailed, first class, by registered or certified mail return receipt requested, addressed as follows, and shall be effective when received, provided receipt is refused or if an address is changed without notice to the other party, notice shall be effective on the first occasion delivery is attempted:

CLIENT: Isabel Calder  
North Bay Regional Center  
610 Airpark Rd.  
Napa, CA 94558

TENISITECH: Sarah Tenisi, CEO  
TenisiTech  
15559 Union Ave., Suite #142  
Los Gatos CA 95032

Either party may change such address, designation, or title of the individuals by written notice issued and delivered as above.

**22. MODIFICATIONS**

Except as expressly provided herein, no modifications to this Contract shall be valid unless made in writing and signed by a duly authorized representative of Client and by TenisiTech, and neither the acquiescence in any performance at variance to the provisions of this Contract nor the failure to exercise any right or enforce any obligation hereunder shall be deemed a modification of this Contract.

*<signature page follows>*

SIGNED by the parties on the dates indicated.

By: North Bay Regional Center

TenisiTech

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_