

**SERVICE AGREEMENT FOR**  
**SOCIAL RECREATION**  
**BETWEEN**  
**TRI-COUNTIES ASSOCIATION FOR THE DEVELOPMENTALLY DISABLED, INC.**  
**AND**  
**CONEJO RECREATION & PARK DISTRICT**  
**POS - FISCAL YEARS 2024/2025 through 2026/2027**

This Agreement is entered into by and between Tri-Counties Association for the Developmentally Disabled, Inc., a California Not-For-Profit Corporation, doing business as Tri-Counties Regional Center (“TCRC”), and **Conejo Recreation & Park District**, a Governmental Agency, (“Service Provider”), who agree as follows:

1. **PURPOSE.** The parties acknowledge that the purpose of this Agreement is to set forth the terms and conditions under which Service Provider will provide services to TCRC individuals receiving support and their families and the compensation to be paid by TCRC to a Service Provider for its services.
2. **TERM.** Subject to the provisions of Section 15, the term of this Agreement shall commence on **November 1, 2024** and shall continue through **June 30, 2027**. If Service Provider provides services for TCRC beyond the expiration date of this Agreement, then unless the parties agree differently in writing, this Agreement shall become a month-to-month contract for twelve (12) months, terminable by either party (i) without cause on sixty (60) days’ written notice or (ii) in accordance with Sections 15 or 16 below.
3. **REGULATORY, PROGRAMMATIC AND FINANCIAL SPECIFICATIONS.** Service Provider agrees to fully satisfy all terms, conditions and service specification requirements described in the following areas and attachments, all of which are incorporated herein by this reference:
  - (a) **REGULATORY**
    - 1) Program Design attached hereto as Attachment A;
  - (b) **PROGRAMMATIC**
    - 1) Service Specifications, attached hereto as Attachment B;
    - 2) Outcomes, attached hereto as Attachment C;
    - 3) Service Contract Documentation, attached hereto as Attachment D;
  - (c) **FINANCIAL / LEGAL SPECIFICATIONS**
    - 1) Compensation, attached hereto as Attachment E;
    - 2) Rate Determination Worksheet, attached hereto as Attachment F

All services rendered pursuant to this Agreement shall be rendered in accordance with all relevant provisions of statute and Federal and State regulations, including (i) Welfare and Institutions Code Section 4500 et seq., (ii) Title 17 California Code of Regulations

1 Division 2, and (iii) the Fair Labor Standards Act set forth in 29 United States Code  
2 Section 200 et seq.

3  
4 All services provided pursuant to this Agreement shall be provided at a level not less than  
5 that stated in the Program Design and shall be consistent with the Service Contract  
6 Documentation. [17 CCR §50608(a)]  
7

8 Service Provider shall ensure communication and services provided to an individual  
9 and/or family are provided in that individual's and/or family's native language.

10  
11 Service Provider understands that the provisions of this Agreement may be subject to  
12 change based on future changes in legislation.

13  
14 4. COMPENSATION

15  
16 (a) TCRC will pay Service Provider in accordance with the schedule of payments set  
17 forth in Attachment E (Compensation). TCRC has no obligation to pay or  
18 reimburse Service Provider for any expenditure—made or incurred by Service  
19 Provider, or any of its agents or representatives, which are outside the scope of  
20 work described in Attachment A (Program Design) or Attachment B (Service  
21 Specifications). All payments to Service Provider shall be dependent upon the  
22 authorization pursuant to Title 17 California Code of Regulations Section 50612.  
23 Payments under this contract are dependent on the availability of State funding.  
24 [17 CCR §50609(c)]  
25

26 (b) TCRC will not have any responsibility and will not be obligated to make any  
27 payments of any kind directly to any subcontractors or suppliers of Service  
28 Provider under any circumstances unless Service Provider receives TCRC's  
29 express written agreement to remit such payment prior to having the  
30 subcontractor provide the applicable service. TCRC agrees to reasonably consent  
31 to Service Provider's engagement of subcontractors or suppliers in connection  
32 with the general operation of Service Provider's business (e.g., payroll services)  
33 provided, however, Service Provider is prohibited from subcontracting or  
34 assigning any portion of those services which Service Provider provides directly  
35 to TCRC's individuals receiving support and their families as included in the  
36 approved Program Design. Nothing herein shall limit Service Provider's  
37 entitlement to be compensated in full for services rendered as contemplated in  
38 Title 17 California Code of Regulations Section 50612 provided, however, that  
39 services are rendered in accordance with Attachment E.  
40

41 (c) Service Provider shall submit to TCRC, on a monthly basis that is consistent with  
42 TCRC's invoice and payment schedule each and every month during the term of  
43 this Agreement, an electronic invoice for services rendered during the preceding  
44 monthly period, together with substantiating documentation in accordance with  
45 Attachment D. Prior to the commencement of services pursuant to this  
46 Agreement, TCRC and Service Provider shall reasonably agree on the supporting

1 documentation which TCRC will require as condition of payment. Attachment D  
2 reflects the total of all documentation that is required. TCRC will pay Service  
3 Provider only those authorized amounts which are within the scope of this  
4 Agreement, and which are properly reflected on each electronic invoice, within  
5 twenty (20) business days from receipt of such invoice and all applicable  
6 supporting documentation.

7  
8 (d) TCRC shall adjust as necessary any payment made to Service Provider that is not  
9 substantiated by supporting documentation identified in Attachment D or that is in  
10 excess of the amount authorized on a TCRC Purchase Order.

11  
12 (e) During the term of this Agreement, TCRC may request changes in Service  
13 Provider’s Program Design. Any such change in services requested by TCRC  
14 shall be subject to the agreement of Service Provider and shall be reflected in a  
15 fully executed amendment of this Agreement pursuant to Section 20 below.  
16 Except as expressly provided elsewhere herein, the compensation set forth herein  
17 shall be the total compensation to which Service Provider shall be entitled for  
18 service provided hereunder. Nothing herein shall limit Service Provider’s ability  
19 to provide emergency services as contemplated in Title 17 California Code of  
20 Regulations Section 50612.

21  
22 5. NONDISCRIMINATION AND INDIVIDUAL COMPLAINTS

23  
24 (a) During the term of this Agreement and in the performance of its duties here-  
25 under, Service Provider on behalf of itself and all subcontractors retained by it,  
26 shall not deny the contract’s benefits to any employee or applicant for  
27 employment of Service Provider on the basis of race, religion, color, national  
28 origin, sex, age, marital status, physical or mental disability, and shall not  
29 discriminate unlawfully against any employee or applicant for employment  
30 because of race, religion, color, national origin, ancestry, physical handicap,  
31 mental disability, marital status, age, or sex.

32  
33 (b) Service Provider agrees to evaluate and monitor its performance under this  
34 Agreement and, if appropriate, to promptly take such action as is necessary to  
35 ensure the nondiscrimination provisions of Section 5(a) are enforced.

36  
37 (c) Service Provider shall have in effect at all times during the term of this  
38 Agreement, and shall periodically review, a written internal procedure to resolve  
39 an individual’s grievance pursuant to Welfare and Institutions Code Section 4705.  
40 [17 CCR §50608(c)]

41  
42 6. RECORD MAINTENANCE AND RETENTION

43  
44 (a) Service Provider agrees to comply with Title 17 California Code of Regulations  
45 Section 50604 Service Provider Record Maintenance Requirements and shall  
46 maintain books and documents evidencing operational, financial, and service

1 activities pertaining to the Program Design and to support all billing/invoicing for  
2 the provision of services to each individual with developmental disabilities, which  
3 includes, but is not limited to, books of account, general ledgers, subsidiary  
4 ledgers, check registers, canceled checks, contracts, correspondence, financial  
5 statements, internal reports, bank statements, individual files, purchase of service  
6 authorizations. All the foregoing are hereinafter collectively referred to as the  
7 “Records.”  
8

9 (b) Financial Records shall clearly reflect the nature and amounts of all costs and all  
10 income and be maintained in accordance with generally accepted accounting  
11 principles.  
12

13 (c) Nothing specified in this section shall be construed as superseding other record  
14 maintenance requirements set forth in statute or regulation.  
15

16 (d) Service Provider shall retain all Records, including source documentation, for a  
17 minimum of three (3) years from the date of final payment for the State fiscal  
18 year.  
19

20 (e) Notwithstanding the above, Service Provider and TCRC agree to retain all  
21 Records which relate to any litigation, claims, disputes, audits, or other  
22 controversies arising out of the performance of either party’s obligations under  
23 this Agreement, until such time as the dispute, litigation, claim or other  
24 controversy is resolved or Service Provider and TCRC agree Service Provider and  
25 TCRC may dispose of such Records.  
26

27 7. RIGHT OF ACCESS TO SERVICE PROVIDER RECORDS  
28

29 (a) TCRC or the State of California or any qualified representative of TCRC or the  
30 State shall have access, with or without prior notice, to all Service Provider  
31 records, including corporate records, for the purposes of auditing, reviewing,  
32 examining, excepting, reproducing, and/or making transcripts to the extent such  
33 records are needed to verify compliance with applicable statute, regulations,  
34 contracts, or agreements governing the Program Design and/or the provision of  
35 these services. Access to Service Providers’ Records and/or monitoring without  
36 prior notice shall be limited to situations where the department or regional center  
37 determines that the purpose of the visit would be thwarted if advance notice were  
38 given. TCRC shall endeavor to have such inspection conducted during regular  
39 business hours of Service Provider and shall be conducted by TCRC through its  
40 qualified representative in a manner which is intended to minimize the disruption  
41 of Service Provider’s regular business operations. Such inspection and  
42 photocopying shall be conducted at TCRC’s expense.  
43

44 (b) TCRC or the State of California or any qualified representative of TCRC or the  
45 State shall have the right, with or without prior notice, to inspect and review the  
46 services provided to ensure the health and safety of each individual receiving

1 services, to gather information to assess the effectiveness of services provided to  
2 meet each individual’s needs and to monitor the progress toward goals as well as  
3 the requirements for services as specified in Title 17 California Code of  
4 Regulations.  
5

6 8. FISCAL AUDIT PROVISIONS  
7

8 (a) Service Provider agrees to utilize and be bound by Title 17 California Code of  
9 Regulations Sections 50700, et seq. should Service Provider elect to appeal any  
10 audit findings and/or recommendations.  
11

12 (b) Service Provider shall accept financial liability for any audit findings and/or  
13 recommendations disclosed by audit and promptly repay amounts owed unless  
14 appealed and liquidation is stayed pursuant to Title 17 California Code of  
15 Regulations Section 50705. Future payments may be reduced by the amount of  
16 overpayment if Service Provider fails to repay in a timely manner.  
17

18 (c) Section 4652.5 of the Welfare and Institutions Code requires that an entity  
19 receiving payments from one or more regional centers shall contract with an  
20 independent accounting firm to obtain an independent audit or independent  
21 review report of its financial statements relating to payments made by regional  
22 centers subject to all of the following:  
23

24 (i) When the amount received from the regional center or regional centers  
25 during the entity's fiscal year is more than or equal to five hundred  
26 thousand dollars (\$500,000) but less than two million dollars  
27 (\$2,000,000), the entity shall obtain an independent review report of its  
28 financial statements for the period.

29 (ii) When the amount received from the regional center or regional centers  
30 during the entity's fiscal year is equal to or more than two million dollars  
31 (\$2,000,000), the entity shall obtain an independent audit of its financial  
32 statements for the period.

33 (iii) The requirements in Sections (i) and (ii) above do not apply to payments  
34 made using usual and customary rates, as defined by Title 17 of the  
35 California Code of Regulations.

36 (iv) The entity shall provide copies of the independent audit or independent  
37 review report required by law, and accompanying management letters, to  
38 the vendoring regional center within nine (9) months of the end of the  
39 fiscal year for the entity.

40 (v) Regional centers receiving the audit or review reports shall review and  
41 require resolution by the entity for issues identified in the report that have  
42 an impact on regional center services. Regional centers shall take  
43 appropriate action, up to termination of vendorization, for lack of adequate  
44 resolution of issues.

45 (vi) An entity required to obtain an independent review report of its financial  
46 statement may apply to the regional center for, and the regional center

- 1 shall grant, a two-year exemption from the independent review report  
 2 requirement if the regional center does not find issues in the prior year’s  
 3 independent review report that have an impact on regional center services.  
 4 (vii) An entity required to obtain an independent audit of its financial  
 5 statements may apply to the regional center for an exemption from the  
 6 independent audit requirement, subject to both of the following conditions:  
 7  
 8 1. If the independent audit for the prior year resulted in an  
 9 unmodified opinion or an unmodified opinion with additional  
 10 communication, the regional center shall grant the entity a two-  
 11 year exemption.  
 12 2. If the independent audit for the prior year resulted in a qualified  
 13 opinion and the issues are not material, the regional center shall  
 14 grant the entity a two-year exemption. The entity and the regional  
 15 center shall continue to address issues raised in this independent  
 16 audit, regardless of whether the exemption is granted.  
 17

18 This requirement does not apply to payments made using usual and customary  
 19 rates, as defined by Title 17 of the California Code of Regulations, for services  
 20 provided by regional centers.  
 21

22 9. DISCLOSURE REQUIREMENTS. Service provider shall submit a signed and dated DS  
 23 1891 Form (7/2011) to TCRC within ninety (90) days of request. Service Provider shall  
 24 also notify TCRC of any additions or changes in the information disclosed on the DS  
 25 1891 Form (7/2011) and submit the information pursuant to requirements of California  
 26 Code of Regulations, Title 17, Section 54311(c). Throughout the term of this Agreement,  
 27 Service Provider shall notify TCRC of:  
 28

- 29 (a) Any conviction for any felony or misdemeanor involving fraud or abuse in any  
 30 government program, or related to neglect or abuse of an elder or dependent adult  
 31 or child, or in connection with the interference with, or obstruction of, any  
 32 investigation into health care related fraud or abuse, or that has been found liable  
 33 for fraud or abuse in any civil proceeding;  
 34  
 35 (b) Any settlement in lieu of conviction involving fraud or abuse in any government  
 36 program; or  
 37  
 38 (c) Any loss of license, certificate or credential, or failure to maintain any valid  
 39 licenses, certificates or credentials required for the performance or operation of  
 40 the vendored service.  
 41

42 10. INSURANCE AND INDEMNIFICATION  
 43

- 44 (a) Service Provider agrees to indemnify, defend, and hold harmless TCRC, DDS, the  
 45 State of California and their respective officers, agents, and employees

1 (collectively, the “**TCRC Indemnitees**”) from every claim or demand made by  
2 reason of:

- 3
- 4 (i) Any personal injury or property damage sustained by any person or entity,  
5 caused by or resulting from any act, neglect, default, or omissions of  
6 Service Provider or of any person, or entity performing any services in  
7 connection with this Agreement on behalf of Service Provider; and
- 8 (ii) Claims under workers’ compensation laws or other employee benefit laws  
9 by Service Provider’s agents or employees; and
- 10 (iii) Service Provider’s failure to fulfill its obligations under this Agreement in  
11 strict accordance with its terms, including Service Provider’s breach of  
12 any representations or covenants given in this Agreement; and
- 13 (iv) A violation of any local, state, or federal law, regulation or code by  
14 Service Provider or by any of Service Provider’s employees, agents,  
15 consultants, or subcontractors in connection with the conduct of their  
16 activities performed in connection with this Agreement.

17

18 (b) Service Provider, at its own expense and risk, shall defend any action, legal  
19 proceeding, arbitration, or other mediation proceeding, that may be brought  
20 against the TCRC Indemnitees or any of them on any such claim or demand as set  
21 forth above. Service Provider shall defend such matter by counsel reasonably  
22 satisfactory to TCRC. The TCRC Indemnitees need not have first paid any such  
23 claim in order to be so indemnified. Service Provider shall also pay and satisfy  
24 any settlement, or any judgment which may be rendered against the TCRC  
25 Indemnitees or any of them arising from any injuries described in this Section  
26 including, but not limited to, those claims and demands resulting from the  
27 negligence of the TCRC Indemnitees or any of them; *provided, however*, Service  
28 Provider shall have no duty to indemnify any particular TCRC Indemnitee for  
29 those injuries caused to Service Provider or a third party by the gross negligence  
30 of such TCRC Indemnitee.

31

32 (c) Survival. The indemnities set forth in this Section shall apply during the term of  
33 this Agreement and shall also survive the expiration or termination of this  
34 Agreement, until such time as action against the TCRC Indemnitees on account of  
35 any matter covered by each such indemnity is barred by the applicable statute of  
36 limitations.

37

38 (d) Service Provider agrees to purchase and maintain, throughout the term of this  
39 Agreement, insurance coverage covering Workers’ Compensation, automobile  
40 liability, property damage, and such other coverage as shall be reasonably  
41 requested from time to time by TCRC. Service Provider agrees to purchase and  
42 maintain general and professional liability insurance in the amount of not less  
43 than one million dollars (\$1,000,000.00) per claim and in the aggregate during the  
44 period of its operation. All insurance carriers shall be rated A- and VI or higher  
45 in the most recent edition of Best’s Insurance Guide, and shall name TCRC, and  
46 its employees and other agents, as additional insured during the term of this

1 Agreement. Each policy of insurance providing coverage required hereunder  
2 shall provide that it may not be cancelled or materially modified unless TCRC is  
3 provided at least thirty (30) days' prior written notice thereof. Service Provider  
4 shall provide to TCRC proof evidencing TCRC as an additional insured on the  
5 inception date of this contract, and upon TCRC's request.  
6

7 (e) Service Provider agrees to purchase and maintain, throughout the term of this  
8 Agreement, insurance coverage covering Workers' Compensation, automobile  
9 liability, property damage, and such other coverage as shall be reasonably  
10 requested from time to time by TCRC. Service Provider agrees to purchase and  
11 maintain general and professional liability insurance in the amount of not less  
12 than one million dollars (\$1,000,000.00) per claim and in the aggregate during the  
13 period of its operation. All insurance carriers shall be rated A- and VI or higher  
14 in the most recent edition of Best's Insurance Guide, and shall name TCRC, and  
15 its employees and other agents, as additional insured during the term of this  
16 Agreement. Each policy of insurance providing coverage required hereunder  
17 shall provide that it may not be cancelled or materially modified unless TCRC is  
18 provided at least thirty (30) days' prior written notice thereof. Service Provider  
19 shall provide to TCRC proof evidencing TCRC as an additional insured on the  
20 inception date of this contract, and upon TCRC's request.  
21

22 11. INDEPENDENT CAPACITY. Service Provider acknowledges and agrees that it, and its  
23 agents and employees, in the performance of services under this Agreement, act in an  
24 independent capacity and not as officers, employees or agents of either TCRC or the  
25 State of California. Therefore, Service Provider acknowledges that it will not accrue any  
26 employee benefits from TCRC nor will TCRC be responsible for withholding or paying  
27 any amount of workers' compensation, disability insurance or any tax of any kind for  
28 Service Provider. Service Provider is free to act as an independent contractor for others.  
29 Service Provider is not an agent for TCRC, and Service Provider shall have no authority  
30 to execute any agreement on behalf of TCRC, to incur any liability or indebtedness of  
31 any kind or nature in the name of or on behalf of TCRC or to otherwise contractually  
32 bind TCRC in any manner.  
33

34 12. ZERO TOLERANCE POLICY ON ABUSE  
35

36 (a) MANDATED REPORTERS FOR ADULTS. Pursuant to Sections 15600 to  
37 15675 of the California Welfare and Institutions Code, known as the Elder Abuse  
38 and Dependent Adult Civil Protection Act, any mandated reporter who  
39 experiences any of the following shall report the abuse to the applicable  
40 governmental authorities (subject to certain limited exceptions described in the  
41 adult reporting law):  
42

43 (i) Has observed or has knowledge of an incident that reasonably appears to  
44 be physical abuse, abandonment, abduction, isolation, financial abuse, or  
45 neglect of an adult receiving services;

- 1 (ii) Is told by an adult receiving services that he or she has experienced adult  
2 abuse; or
- 3 (iii) Reasonably suspects the existence of adult abuse.
- 4
- 5 (b) **MANDATED REPORTERS FOR CHILDREN.** Pursuant to Sections 11164 to  
6 11174.3 of the California Penal Code, known as the Child Abuse and Neglect  
7 Reporting Act, any mandated reporter who experiences any of the following shall  
8 report the abuse to the applicable governmental authorities (subject to certain  
9 limited exceptions described in the child reporting law):
- 10
- 11 (i) Has observed or has knowledge of child abuse or neglect; or
- 12 (ii) Reasonably suspects the existence of child abuse or neglect.
- 13
- 14 (c) **DUTY TO COMPLY WITH REPORTING LAWS.** Service Provider shall  
15 ensure all employees and contractors who are mandated reporters strictly comply  
16 with the reporting laws at all times. A mandated reporter must (unless exempt  
17 under law) report all abuse to the applicable governmental authorities  
18 immediately, or as soon as practicably possible, after his or her discovery or  
19 reasonable belief of abuse.
- 20
- 21 (d) **PROVIDER COMPLIANCE POLICY.** Service Provider shall ensure maximum  
22 compliance with the reporting laws by developing, implementing and maintaining  
23 its own written compliance policy for its respective employees and contractors  
24 (Provider Compliance Policy). The Provider Compliance Policy shall incorporate  
25 all of the following information:
- 26
- 27 (i) The types and signs of abuse.
- 28 (ii) The responsibility to protect individuals receiving services from abuse.
- 29 (iii) The process for reporting abuse to applicable authorities under the  
30 reporting laws.
- 31 (iv) Identification of the entities entitled to receive reports of abuse under the  
32 reporting laws.
- 33 (v) A requirement that this policy be provided to all employees upon hire.
- 34 (vi) A requirement that this policy be reviewed annually by all employees.
- 35 (vii) The consequences of failing to follow the reporting laws and this policy.
- 36
- 37 Service Provider shall provide its Provider Compliance Policy to TCRC upon  
38 request. Service Provider shall also provide a copy of this policy and its own  
39 provider compliance policy to each of its respective employees and contractors  
40 upon hire/engagement, as well as annually thereafter and retain documentation of  
41 its compliance with this requirement (such as signed and dated receipts from its  
42 employees). Service Provider shall provide such compliance documentation to  
43 TCRC upon request.
- 44
- 45 (e) **REPORTING ABUSE.** If Service Provider becomes aware of abuse, Service  
46 Provider shall take immediate action, to the extent permitted by law, to ensure the

1 health and safety of the affected individual and all other individuals receiving  
2 services and supports from Service Provider.

3  
4 Service Provider or employee shall report his/her concerns regarding the abuse or  
5 neglect to the TCRC Service Coordinator of the individual receiving services.  
6 The reporting to the Service Coordinator is solely to maintain effective  
7 communication and does not remove the responsibility for the observer to report  
8 the suspected abuse or neglect to the appropriate agency. If the Service  
9 Coordinator is unavailable, a report must be made to the TCRC Manager of the  
10 Service Coordinator or On-Duty Service Coordinator.

11  
12 (i) Adult Abuse Reporting

13  
14 1. Reporting Adult Abuse. When a Service Provider or employee is  
15 required to report adult abuse, Service Provider or employee shall  
16 immediately, or as soon as practicably possible, submit such report  
17 to the county adult protective services agency (APS) or the local  
18 law enforcement agency. Service Provider or employee shall  
19 submit both a telephonic and written report as noted below.

20  
21 a. Telephonic Report. To report suspected adult abuse to APS via  
22 telephone, Service Provider or employee should call the office of  
23 APS in the county where the individual receiving services is  
24 located. Within two working days after Service Provider or  
25 employee submits a telephonic report, Service Provider or  
26 employee shall submit the written report described below.

27 b. Written Report. To report suspected adult abuse to APS in writing,  
28 Service Provider or employee should file a report on California  
29 Department of Social Services (DPSS) Form SOC 341 (entitled,  
30 "Report of Suspected Dependent Adult/Elder Abuse").

31  
32 2. Contents of Adult Abuse Reports. A report of adult abuse shall  
33 include, if known:

- 34  
35 a. The name of the individual making the report.  
36 b. The name and age of the individual receiving services.  
37 c. The present location of the individual receiving services.  
38 d. The names and addresses of family members or any other adult  
39 responsible for the individual's care.  
40 e. The nature and extent of the individual's condition.  
41 f. The date of the incident, and any other information, including  
42 information that led to the suspicion of adult abuse, as requested by  
43 the agency receiving the report.

44  
45 (ii) Child Abuse Reporting

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1. Recipient of Report. Service Provider or employee shall make reports of suspected child abuse to:
  - a. Any police department or sheriff’s department (not including a school district police or security department);
  - b. A county probation department, if designated by the county to receive mandated reports; or
  - c. The county Social Services Department.
2. Telephonic Report. Service Provider or employee shall make an initial report of child abuse by telephone to the applicable agency immediately or as soon as is practicably possible to the local emergency response child abuse reporting line.
3. Written Report. Service Provider or employee shall prepare and send, fax, or electronically transmit a written follow-up report (on CDSS Form SS 8572) within thirty-six (36) hours of receiving the information concerning the incident.
4. Contents of Child Abuse Reports. Reports of suspected child abuse shall include:
  - a. The name, business address, and telephone number of the Service Provider or employee.
  - b. The capacity that makes the individual a mandated reporter.
  - c. The information that gave rise to the reasonable suspicion of child abuse and the source or sources of that information.

The following information shall also be included in the report if known:

- d. The child’s name.
- e. The child’s address, present location, and, if applicable, school, grade, and class.
- f. The names, addresses, and telephone numbers of the child’s parents or guardians.
- g. The name, address, telephone number, and other relevant personal information about the individual or individuals who might have abused or neglected the child.

Service Provider or employee shall make a report even if some of this information is not known or is uncertain to him or her.

(f) **FAILURE TO COMPLY WITH REPORTING LAWS.** Failure of Service Provider to strictly comply with reporting laws shall constitute a material breach of this Agreement with TCRC and shall give TCRC the right and option to terminate this Agreement.

- 1 13. **NONDISCLOSURE OF CONFIDENTIAL INFORMATION.** During the course of the  
2 relationship between Service Provider and TCRC, Service Provider may be provided or  
3 in some other fashion come into the possession of information relative to an individual  
4 receiving services from TCRC and/or proprietary or financial information of TCRC or  
5 the California Department of Developmental Services. Service Provider agrees that all  
6 information it receives, accesses, uses, or views during the course of services rendered for  
7 TCRC, of which Service Provider was not aware before the disclosure at/from/by/or  
8 associated with TCRC or the services provided to TCRC, shall be deemed "Confidential  
9 Information" and Service Provider will not disclose any such Confidential Information  
10 without the advance written approval of TCRC. Furthermore, Service Provider agrees to  
11 sign and adhere to the terms of a Business Associates Agreement to ensure protection of  
12 all information of individuals receiving services from TCRC, which is separately  
13 provided.  
14
- 15 14. **NO ASSIGNMENT.** Service Provider shall not assign, transfer or delegate any of its  
16 rights or obligations to provide services under this Agreement to any third party. If  
17 Service Provider is an entity other than an individual or sole proprietorship, the transfer  
18 of control of the ownership of Service Provider to any third party (e.g., transfer of  
19 majority of voting shares of stock) shall constitute an assignment.  
20
- 21 15. **EARLY TERMINATION.** This Agreement may be terminated prior to the scheduled  
22 expiration of the term of the Agreement upon:  
23
- 24 (a) Sixty (60) days written notice by one party to the other, without cause; or
  - 25
  - 26 (b) Notice by TCRC to Service Provider stating that TCRC has been terminated as a  
27 delegate agency by governmental source providing funds for this Agreement, in  
28 which event TCRC shall specify the effective termination date.  
29
  - 30 (c) TCRC may also terminate Service Provider if (i) in the reasonable opinion of  
31 TCRC the results of any service evaluation performed pursuant to Section 7(b) of  
32 this Agreement warrants termination or (ii) the services provided by Service  
33 Provider contribute to life-threatening danger to, or results in the abuse of, an  
34 individual.  
35
- 36 16. **TERMINATION ON BREACH.** Service Provider shall be in material breach of this  
37 Agreement if, in TCRC's reasonable opinion, Service Provider (i) fails to perform any of  
38 its obligations described herein or on any of the attachments which are a part of this  
39 Agreement or (ii) fails to comply with Federal or State laws or regulations applicable to  
40 the provision of services pursuant to this Agreement including, without limitation, the  
41 provision of services to individuals with developmental disabilities. If the breach is  
42 noncurable, this Agreement shall terminate, at TCRC's election, no earlier than thirty  
43 (30) days following delivery of written notice to Service Provider stating the reasons for  
44 termination. If the breach is curable, this Agreement shall terminate within thirty (30)  
45 days after TCRC notifies Service Provider of Service Provider's breach, if Service  
46 Provider fails to cure such breach within such thirty (30) day period. Notwithstanding

1 anything in this Agreement to the contrary, TCRC may also terminate this Agreement  
2 without notice under the applicable provisions of Title 17 California Code of Regulations  
3 Section 58672 and any successor regulation. In the event of any termination pursuant to  
4 Section 15 or 16 of this agreement, TCRC shall pay Service Provider all compensation  
5 for authorized services rendered in accordance with and through the date of termination  
6 of this Agreement.  
7

8 17. DISPUTE. The parties agree that any dispute arising out of this Agreement shall be  
9 subject to the following:

10  
11 (a) If the dispute is of a type governed by any Title 17 California Code of  
12 Regulations Division 2 appeal process, the dispute shall be resolved in accordance  
13 with Title 17 California Code of Regulations.  
14

15 (b) After exhausting all administrative remedies, or if the dispute is not of a type that  
16 is governed by any Title 17 California Code of Regulations Division 2 appeal  
17 process, then the dispute shall be settled by binding arbitration in accordance with  
18 the Commercial Arbitration Rules of the American Arbitration Association and  
19 the provisions of California Code of Civil Procedure Section 1283.05, which  
20 entitle each party to discovery in arbitration, are incorporated herein by this  
21 reference.  
22

23 (c) In the event of any dispute arising out of or relating to this Agreement, or the  
24 obligations of any party hereunder, the prevailing party shall be entitled to recover  
25 from the other party reasonable attorneys' fees and costs.  
26

27 (d) The venue for the resolution of all disputes shall be in the County of Santa  
28 Barbara, California, unless a mutually agreed upon court of jurisdiction can be  
29 identified.  
30

31 18. GOVERNING LAW, SEVERABILITY, AND INTEGRATION. This Agreement shall  
32 be governed by and construed in accordance with the laws of the State of California. If  
33 any provision of this Agreement shall be found to be invalid or unenforceable for any  
34 reason, the remainder of this Agreement shall not be affected thereby, and shall be fully  
35 enforced as permitted by law. This Agreement contains the entire understanding between  
36 the parties hereto, and supersedes any previous understandings and agreements, either  
37 oral or written, between the parties hereto relating to the subject matter of this  
38 Agreement. The terms of this Agreement shall not be construed so as to excuse  
39 compliance with any statutes or regulations existing on the date of this Agreement. [17  
40 CCR §50607(i)]  
41

42 19. WAIVER OF BREACH. No waiver of a breach of any provision of this Agreement by  
43 TCRC or Service Provider shall constitute a waiver of any other breach of such  
44 provision. Failure of TCRC to enforce at any time, or from time to time, any provision of  
45 this Agreement shall not be construed as a waiver thereof. The remedies herein reserved  
46 shall be cumulative and additional to any other remedies in law or equity.

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20. AMENDMENT. No supplement, modification, or amendment of this Agreement shall be binding unless it is executed in writing by all parties and complies with all requirements of applicable statutes and regulations. [17 CCR §50607(e)]

21. TIME OF THE ESSENCE. The parties hereby acknowledge and agree that time is of the essence with respect to the performance of their obligations hereunder.

22. INFECTIOUS DISEASE PROCEDURES. In providing its services under this Agreement, the Service Provider shall at all times adopt and follow best practices to ensure compliance with all infectious disease guidelines and procedures relating to individual health care that are recommended by the Federal Centers for Disease Control and Prevention (CDC), the California Health & Human Services Agency and its respective departments, and other applicable local, state and federal agencies, including but not limited to any such guidelines and procedures relating to the novel coronavirus and COVID-19. If different sets of guidelines and procedures conflict, the Service Provider shall comply with the ones that provide the greatest protection to the individuals receiving Service Provider’s services. Service Provider shall not be entitled any additional compensation under this Agreement for its costs to comply with this Section.

23. NOTICES. All notices and other communication required or permitted to be given herein shall be in writing and shall be deemed to have been sufficiently delivered for all purposes if delivered (i) personally, or (ii) by facsimile with electronic confirmation of delivery or (iii) by depositing the notice in the United States mail by certified or registered mail, return receipt requested, to the following addresses:

<b>If to TCRC:</b>	<b>If to Service Provider:</b>
Community Development Coordinator	Jim Friedl
Tri-Counties Regional Center	Conejo Recreation & Park District
520 E. Montecito Street	403 W. Hillcrest Drive
Santa Barbara, CA 93103	Thousand Oaks, CA 91360
Telephone: (805) 457-1023	Telephone: (805) 381-2739
Facsimile: (805) 453-8725	Email: <a href="mailto:jfriedl@crpd.org">jfriedl@crpd.org</a>

24. AUTHORIZED SIGNATORIES. Each individual signing this Agreement on behalf of a party hereto, which is other than the TCRC individual receiving services, represents and warrants that they have the necessary capacity and authority to act for, sign on behalf of, and bind the respective entity on whose behalf they sign. [17 CCR §50607(b)]

25. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall constitute one (1) and the same instrument.

[NO FURTHER TEXT ON THIS PAGE]

1 IN WITNESS WHEREOF, the parties hereby execute this Agreement.

2

3 **TRI-COUNTIES ASSOCIATION FOR THE**  
4 **DEVELOPMENTALLY DISABLED, INC.,**  
5 a California Non-Profit Corporation, d.b.a. Tri-Counties Regional Center

6

7 DocuSigned by:  
8 *Omar Noorzad*  
9 6E5536F04627427...

DocuSigned by:  
*Lorna Owens*  
662104069181466...

10 Omar Noorzad, PhD  
11 Executive Director

Lorna Owens  
Chief Financial Officer

12

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15 **CONEJO RECREATION & PARK DISTRICT,**  
16 a Governmental Agency

17

18 Signed by:  
19 *Jim Friedl*  
20 AA778DC5BB2C4F1...

21 Jim Friedl  
22 General Manager

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**REGULATORY: ATTACHMENT A**

**PROGRAM DESIGN  
CONEJO RECREATION & PARK DISTRICT**

Service Provider agrees that the Program Design approved by TCRC is hereby considered a component of the Service Agreement. If provisions stated in the Program Design conflict with those stated elsewhere in the Service Agreement, the provisions of the Service Agreement shall prevail. Service Provider further agrees that services to be provided will be based on person-centered principles.

Understanding that services may need to change from time to time for implementation of person-centered planning, modifications to the Program Design may be necessary. Either party may request a meeting to discuss aspects of these changes. Any modifications to the Program Design must be in writing and be approved by TCRC Resource Development staff. Any change approved in this manner during the contract period will hereby be considered the updated and therefore current Program Design and a component of this Service Agreement.

If at any time, either party determines that a conflict exists between the provisions stated in the Program Design and the implementation strategies of Service Provider, the other party will be immediately notified of said conflict.

An update of the Program Design may be required in conjunction with the contract renewal process. During the contract renewal process, Service Provider and TCRC will collaboratively review the Program Design and compare design to actual practice. The result will be a current Program Design reflecting person-centered principles. Failure to submit a Program Design upon request which demonstrates conformation with services being provided and expectations of TCRC may result in devendorization.

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**PROGRAMMATIC: ATTACHMENT B**

**SERVICE SPECIFICATIONS  
CONEJO RECREATION & PARK DISTRICT**

TCRC and Service Provider agree to the following:

**1. TYPE OF SERVICE TO BE PROVIDED. Community Integration Training Program  
Social Recreation (Adults & Children)**

Vendor #: **PT1801**  
Location(s) of Service: **Ventura County**  
Service Codes: **055**

The above described service will be provided by Service Provider and will be implemented in accordance with Title 17 California Code of Regulations specifications. The TCRC approved Program Design referenced in Attachment A will be considered a component of the Service Agreement. Service Provider will also disclose in a separate exhibit to this Agreement any past, present, or pending licensure revocation, probation or denials, with and including, but not limited to Community Care Licensing, Public Health Licensing, or any other agency providing service to individuals with disabilities, children, or the elderly.

**2. ACCEPTANCE OF INDIVIDUALS.** Service Provider agrees to give priority for services to individuals referred by TCRC. Service Provider shall provide a written request for referrals for all vacancies to the local Manager of Services and Supports. Service Provider may accept referrals by other Regional Centers with the prior written consent of TCRC’s local Manager of Services and Supports. Service Provider must have written consent of TCRC’s local Manager of Services and Supports prior to accepting referrals from other Regional Centers.

**3. EMPLOYEE SCREENING.** Service Provider shall ensure that all staff having contact with individuals receiving services are fingerprinted and cleared through the United States Department of Justice (DOJ) and any other applicable screening agencies prior to providing services. Service Provider will further screen all employees by contacting personal references and prior employers. Service Provider shall not employ any person with a felony conviction or record of physical, sexual, or fiduciary offenses to provide direct services to individuals referred by TCRC.

**4. STAFF REQUIREMENTS.** All staff providing direct services shall meet the applicable requirements as directed by Title 17 California Code of Regulations including but not limited to:

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- (a) Service Provider shall ensure that all staff, volunteers and contractors having contact with individuals receiving services are fingerprinted and cleared through the United States Department of Justice (DOJ) and any other applicable screening agencies prior to providing services. Service Provider will further screen all employees by contacting personal references and prior employers. Service Provider shall not employ any person with a felony conviction or record of physical, sexual, or fiduciary offenses to provide direct services to individuals referred by TCRC.
- (b) CPR and First Aid completed prior to supporting individual receiving services and recertified on a regular basis to keep current.
- (c) Direct service staff who work with individuals with behavioral challenges shall have adequate training to work with such challenges and shall have taken non-violent crisis-intervention training (CPI, Pro-Act without prone containment, or a TCRC Quality Assurance approved non-violent crisis-intervention training plan) within thirty (30) days after commencement of provision of services. Individuals receiving services with behavioral challenges will be at all times supported by at least one (1) staff who is prepared with the training. Any alternative non-violent crisis-intervention training program must be approved by TCRC. At no time shall prone containment procedures be utilized in providing services. Additional and refresher training(s) shall be updated as needed based on the needs and intensity of the individual with behavioral challenges to ensure their health and safety.
- (d) Service Provider shall maintain a zero tolerance, drug-free workplace in accordance with the federal Drug-Free Workplace Act of 1988 and the California Drug-Free Workplace Act of 1990. Service Provider shall prohibit the unlawful manufacture, distribution, dispensation, possession, or use of any controlled substance in the workplace. Service Provider staff shall not be under the influence of drugs or alcohol while working. Service Provider shall take immediate disciplinary action, up to and including immediate termination, for employees who violate this policy.

5. STAFF QUALIFICATIONS. If required

- (a) Recreation Supervisor
  - (i) A Bachelor’s Degree with major emphasis in Recreation
  - (ii) Four (4) years full time experience in group recreational leadership, including supervisory and budgetary experience; or an equivalent combination of education and experience.
- (b) Recreation Coordinator
  - (i) High School Diploma or GED
  - (ii) Two years of increasingly responsible clerical experience with frequent public contact.

- 1 (iii) Computer skills; or an equivalent combination of education and
- 2 experience.
- 3
- 4 (c) Senior Recreation Leader
- 5 (i) Minimum age of 18 years old with a High School Diploma
- 6 (or GED).
- 7 (ii) At least 1,500 hours of relevant work experience, with at least 30 units
- 8 completed in recreation or a related field preferred, or an equivalent
- 9 combination of education and experience.
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**PROGRAMMATIC: ATTACHMENT C**

**OUTCOMES  
CONEJO RECREATION & PARK DISTRICT**

1. Service Provider will provide the individual opportunities to participate in social recreational activities in the community.
2. Social Provider will support the individual to choose social and leisure-time activities designed to promote personal enjoyment, peer interaction, social growth, recreation, and enhancement of daily living skills within the community.
3. Social Provider will provide the individual integrated social recreational activities that include inclusivity.
4. Social Provider will assist the individual to participate in the community social recreational activity of their choosing to help contribute to a meaningful and fulfilling life.
5. Service Provider will utilize Person-Centered Thinking to ensure the individual will be involved in all aspects of planning their day.
6. Service Provider will support individuals to improve social skills, enhance self-esteem, increase independence, self-reliance, enhance communication skills, improved overall health, ease fears, well-being, physical, functional abilities to improve use of leisure time leading to reduce stress and anxiety.
7. Service Provider must give TCRC a minimum of sixty (60) days' notice prior to ceasing provision of services to an individual.

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**PROGRAMMATIC: ATTACHMENT D**

**SERVICE CONTRACT DOCUMENTATION  
CONEJO RECREATION & PARK DISTRICT**

1. **INVOICE SUBMISSION.** Service Provider shall submit all billings electronically for all services provided through TCRC’s e-Billing System web application provided by the Department of Developmental Services (DDS). Service Provider shall provide the following documentation electronically in a format approved by TCRC [refer to Section 4(c) of the Service Agreement]:

- (a) Monthly billing form indicating the name of each individual, individual’s UCI#, and the total number of direct care hours provided to each individual by service type for each date of service.

Service Provider represents and warrants that Service Provider will provide any data in support of the foregoing documentation upon request. Service Provider further represents and warrants that the foregoing documentation shall be complete, accurate to the best of Service Provider’s knowledge, supported by records and source documentation, prepared in accordance with instructions provided by TCRC, and subject to audit. [17 CCR §50609(b)(1)(B)]

2. **REPORTS.** Service Provider agrees to submit the following documentation to the TCRC staff indicated within the specified timelines:

- (a) **Staff Qualifications.** Service Provider shall provide documentation of the qualifications of new staff at time of employment and current documentation for all staff as described in the Program Design and/or Staff Qualifications in Attachment B of this Agreement on or before June 30th of each year to the TCRC Community Development Coordinator. Service Provider shall provide verification of any changes in qualifications of existing staff as they occur.

- (b) **Satisfaction Surveys.** Service Provider may administer an annual satisfaction survey to individual/family receiving services and provide documentation summarizing the results of this survey. If administered, Service Provider may submit the report of results to the Director of Community Development.

- (c) **Updated Contracts.** Failure to sign and return a renewal contract or an amendment to an existing contract within ten (10) working days of receipt of same may result in TCRC withholding payment for any or all of Service Providers’ services invoiced in accordance with this Agreement. Payment(s) shall

1 be released on the next regularly scheduled TCRC Purchase of Services payment  
2 date or within ten (10) days after TCRC receives the signed contract, whichever  
3 first occurs.

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**FINANCIAL / LEGAL SPECIFICATIONS: ATTACHMENT E**

**COMPENSATION  
CONEJO RECREATION & PARK DISTRICT**

1. **SERVICE RATES.** For consideration for the provision of services by Service Provider, Service Provider and TCRC agree to the following rates:

<b>Service Code</b>	<b>Sub-code</b>	<b>Description</b>	<b>Rate</b>	<b>Type</b>
055	SRA	Social Recreation	\$34.44	Per hour

Note that the rate(s) indicated above and incorporated into this agreement do not reflect any state mandated payment adjustments, increases or decreases may be imposed on or after the effective date of this agreement. In the event such payment adjustments are imposed, reimbursement to Service Provider shall be subject to the adjustment in effect at the time the service was provided, not at the time service was invoiced. Service Provider's payment will be adjusted in accordance with the law when TCRC processes the monthly invoice. The turnaround invoices that Service Provider receives from TCRC will reflect the adjusted rate(s).

In fiscal year 2021-22, the Legislature directed the Department of Developmental Services (DDS) to begin a phased implementation of the rate models created as part of the rate study conducted by DDS and its contractor Burns & Associates, now a division of Health Management Associates (HMA-Burns). As part of this implementation some service codes, sub codes, and/or rates will be changed to align with an appropriate Benchmark Rate Model. The date of the full Rate Study Implementation is 01/01/2025 unless otherwise indicated by the Legislature.

Service Provider agrees to accept the rate(s) indicated above as payment in full for the services described herein. Service Provider affirms that the rate(s) of payment does not exceed the rate of payment that the provider charges any other regional center for the same service(s) unless agreed upon by the Director of Community Development or his/her designee.

Provision of services by Service Provider under the service code(s) included in this Contract and acceptance of payment for such services shall be deemed to be an executed agreement of this Contract, to be bound by TCRC and Service Provider, and all terms of this Contract shall be in full force and effect, whether or not this Contract is signed by Service Provider and/or TCRC.

2. **COMPENSATION.**

- 1 (a) Service Provider agrees that any rate(s) specified on a TCRC Authorization Draft,  
2 Purchase Order, and/or Provider of Care Claim Form which are not consistent  
3 with those identified in Section 1 above are not binding unless the Authorization  
4 Draft is signed by the Director of Community Development or his/her designee.  
5 Approval of payment of a rate other than that which is specified in this Agreement  
6 is restricted to the individual Authorization Draft and/or Purchase Order signed by  
7 the Director of Community Development or his/her designee.  
8
- 9 (b) If the method for determining the units of service is something other than a  
10 straight monthly or hourly amount per individual the methodology must be  
11 described. If more than one code/sub-code is used, provide each code/sub-code,  
12 unit type, and describe a billable unit. [17 CCR §50609(a)(4)]  
13
- 14 (c) Such payment to Service Provider may be reduced for a period of time in which  
15 Service Provider is not meeting the minimum requirements for services as  
16 specified in Title 17 California Code of Regulations. Any reduction shall be  
17 based on substantiated evidence by TCRC that Service Provider is not meeting  
18 such requirements.  
19
- 20 (d) Service Provider does not have an established usual and customary rate, as  
21 defined in Title 17 California Code of Regulations Section 57210(a)(19), and the  
22 SMA rate does not apply to the services provided hereunder. TCRC and Service  
23 Provider agree that Service Provider shall be paid a negotiated rate but in no case  
24 a rate higher than the Median Rate as determined by the Department of  
25 Developmental Services pursuant to Welfare and Institutions Code Section  
26 4691.9(b) for services provided under this Agreement.
- 27 (e) When TCRC negotiates rates for service providers bound by the median rate  
28 language found in Welfare & Institutions Code Sections 4681.6 (b), 4689.8 (b),  
29 and 4691.9 (b), TCRC shall inform Service Provider of the applicable and correct  
30 median rate. Service Provider acknowledges that TCRC has informed Service  
31 Provider of the applicable and correct Median Rate prior to Service Provider's  
32 acceptance of the negotiated rate. Per Senate Bill 74 (Chapter 9, Statutes of 2011)  
33 Section 4629.7, not more than fifteen percent (15%) of funding from the regional  
34 center shall be spent on administrative costs. Those administrative costs are  
35 defined in Section 8, Section 4629.7 Welfare and Institutes Code. Should it be  
36 determined that the negotiated rate is comprised of more than fifteen percent  
37 (15%) of administrative costs, adjustments must be made to comport with law.
- 38 (f) The maximum amount which can be paid under this Agreement is \$694,500 (six  
39 hundred ninety four thousand, five hundred dollars) for Fiscal Year 2024/2025,  
40 \$1,302,000 (one million, three hundred two thousand dollars) for Fiscal Year  
41 2025/2026, \$1,562,500 (one million, five hundred sixty two thousand, five  
42 hundred dollars) for Fiscal Year 2026/2027.

43 Renewal of this Agreement is contingent upon audit of Service Provider's actual cost  
44 information.  
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**FINANCIAL / LEGAL SPECIFICATIONS: ATTACHMENT F**

**RATE DETERMINATION  
CONEJO RECREATION & PARK DISTRICT**

1. TCRC and Service Provider agree that Service Provider shall be paid a negotiated rate pursuant to Title 17 California Code of Regulations Section 57300(e) for services provided under this Agreement. Service Provider does not have an established usual and customary rate, as defined in Title 17 California Code of Regulations Section 57210(a)(19), and the SMA rate does not apply to the services provided hereunder. The method used in determining the units of service allowed for billing/invoicing is in accordance with the referenced contract exhibits required under Title 17 California Code of Regulations Section 50609(a)(3).
2. Service Provider's fiscal and program related documentation was relied upon as the basis for establishing the rate of payment.
3. Both parties to this Agreement have come to a full understanding and agreement of a specified method used to accumulate data contained in Service Provider's documentation.
4. Service Provider attests that the method referred to in Section 4 above was used to accumulate data contained in Service Provider's documentation.
5. Service Provider attests that such fiscal and program related documentation is:
  - (a) Complete
  - (b) Accurate to the best of Service Provider's knowledge
  - (c) Supported by records and source documentation
  - (d) Prepared in accordance with the instructions by the Department of Developmental Services (DDS) and
  - (e) Subject to audit.
6. Service Provider understands that payment under this Agreement is dependent upon availability of State funding.
7. The consideration to be paid Service Provider, as provided herein, shall be the total compensation for performance of the contract and its requirements, unless otherwise expressly provided.
8. When Federal Government funds are involved, Service Provider shall comply with all Federal rules including, but not limited to the applicable sections of the Code of Federal Regulations.
9. Renewal of this Agreement is contingent upon audit of Service Provider's actual cost information.

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