



Dear Potential Vendor:

In order to complete the vendorization process, the following information is required. Vendorization does not guarantee a referral. Please complete and return all of the information described in this letter in hard copy. Failure to supply the required information will delay the vendorization process. All statute references can be found on the Department of Developmental Services website at dds.ca.gov.

Please submit the following:

1. **The vendor application packet.** This packet contains:

Vendor Application Form DS1890;

Applicant/Vendor Disclosure Statement DS1891: On Form DS 1891- Applicant/Vendor Disclosure Statement, on page 2 Part 3: Excluded Individuals or Entities: there is mention of two lists that need to be checked: 1) U.S. Department of Health and Human Services Office of Inspectors' General (OIG) List of Excluded Individuals/Entities and 2) Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible Provider List. Links/directions on how to access these lists: U.S Dept Health and Human Services OIG List: <http://exclusions.oig.hhs.gov>; The DHCS Medical Suspended and Ineligible Provider List: http://files.medi-cal.ca.gov/pubsdoco/manuals_menu.asp. When you arrive at this website, please click on the link for Suspended and Ineligible Provider List under the Other Sections category towards the end of the website page. Next, you will receive a prompt to "Enter your search below"- this is where you enter the name of the person or organization. After entering the name, please look at the applicable list results (based on the service type that you will provide) to make sure that the name (including the name of the organization) is not on the list. **If any individual/organization that you entered on Form DS 1891 appears on these lists, please inform Regional Center of the East Bay immediately.**

W-9 Form;

A Home & Community Based Services Provider Agreement (if applying for residential vendorization submit two copies of this form)

A Vendor Questionnaire & Conflict of Interest

An RCEB Independent Contractor Status Determination Form;

Release and/or Indemnity Agreement Prohibition

Notification of Necessity for Independent Audit or Review Report

Notification of Vendor Information Publication

Notification of Administrative Costs Cap

General Requirements for Vendors and Regional Centers

Enrollment Process eBilling, eAttendance & EFT Processing Agreement. The forms will ask for your Service Provider Number (SPN) which is actually your vendor number. If you are applying for a new vendorization you do not have a vendor number yet. Leave the section blank.

Request for Taxpayer Identification Number;

Rights for the Developmentally Disabled Form;

Community-Based Day Programs Cost Statement (only if applying for day program services).

Half Day Billing Requirements

2. If the services will be vendored as a corporation or limited liability company; submit a copy of the **Articles of Incorporation and stamped Secretary of State letter** or **Articles of Organization for a Limited Liability Company and stamped Secretary of State Letter.**

3. If the service will be vendored under an Employee Identification Number (EIN); please **submit a copy of the letter you received from the Internal Revenue Service/Department of Treasury when you received your EIN number.**

4 Rate Letter: as part of the vendorization process with RCEB you must submit a rate statement and/or budget to justify the rate you request for the vendored service you intend to provide. RCEB will use this as a basis to open rate negotiations with you. Once a rate is agreed upon RCEB will provide you with a rate agreement letter that you will need to sign, date and return as part of the vendorization process.

5. Proof of Professional Liability Insurance with RCEB named as additional insured.

Please complete and return items #1-#5 above in hard copy to:

Regional Center of the East Bay
500 Davis Street, Suite 100
San Leandro, CA 94577

Once received, it will take RCEB a minimum of 45 days to review your application packet and supplemental information. If there are errors or omissions, RCEB will notify you in writing.

Sincerely,

Community Services Division

C: Potential Vendor File

VENDOR APPLICATION

DS 1890 (Rev. 07/2011) (Electronic Version)

Applicant Name Mt. Diablo Adult Education - TOPS Program					Federal Tax ID or SSN * 68-0091157
Name of Governing Body or Management Organization Mt. Diablo Unified School District					
Mailing Address (Street)		(City)	(State)	(Zip)	(County)
1936 Carlotta Drive, Concord, CA		94519			
Service Address (Street) <i>(If different than mailing address)</i>		(City)	(State)	(Zip)	(County)
Applicant (owner or executive director) Joanne Durkee		Telephone number (925) 685-7340			
Type of Service to be Provided #663 Individual Choice Day Services				Facility Capacity 40	
Identification of the type of consultants, subcontractors and community resources to be used by the vendor as part of its service This is an adult school. Students will work with teachers and senior instructional assistants that are hired by the Mt. Diablo Adult Education					

CERTIFICATION

I hereby certify to the best of my knowledge and belief, this information is true, correct, and complies with Title 17, Section 54310(a).

Applicant's Signature 	Date
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INSTRUCTIONS

Please read the Department of Developmental Services California Code of Regulations, available from the regional centers, prior to completing this form. Type or print this form. Mail to the regional center serving your area.

Attach applicable information outlined in Title 17, Section 54310(a)(10)

- (A) Any license, credential, registration or permit required for the performance of the service or operation of the program, or proof of application for such document;
- (B) Any academic degree required for performance or operation of the service;
- (C) Any waiver from licensure, registration, certification, credential, or permit from the responsible controlling agency;
- (D) The proposed or existing program design as required in Section 56712 and Section 56762, if applicable, for applicants seeking vendorization as community-based day programs;
- (E) The proposed or existing staff qualifications and duty statements as required in Sections 56722 and 56724 for applicants seeking vendorization as community-based day programs;
- (F) The proposed or existing design as required in Section 56780 for applicants seeking vendorization as in-home respite services agencies;
- (G) The proposed or existing staff qualifications and duty statements as required in Section 56792 for applicants seeking vendorization as in-home respite services agencies;
- (H) The signed Home and Community-Based Services Provider Agreement with the Department of Health Services, if required.

* "Except for the Federal Tax ID or Social Security Number, all information provided by you on this form may be released to a member of the public pursuant to the Public Records Act, Section 6250 et seq. of the California Government Code."

APPLICANT/VENDOR DISCLOSURE STATEMENT

DS 1891 (7/2011)

GENERAL INSTRUCTIONS

Every applicant or vendor must complete and submit a current Applicant/Vendor Disclosure Statement, DS 1891 (disclosure statement) as part of a complete application packet for vendorization or upon request of the vendoring regional center. The following instructions are designed to clarify certain questions on the form. Instructions are listed in order of question for easy reference. See 42 CFR 455.101 for additional definitions.

Overall Authority: Code of Federal Regulations (CFR), Title 42, Part 455; California Code of Regulations, Title 17, Section 54311. Welfare and Institutions Code, Section 4648.12.

Important:

- IT IS ESSENTIAL THAT ALL APPLICABLE QUESTIONS BE ANSWERED ACCURATELY AND THAT ALL INFORMATION BE CURRENT.
- Failure to disclose complete and accurate information will result in a denial of enrollment and/or may be cause for termination of vendorization.
- Read **ALL** instructions when completing the disclosure statement.
- Type or print clearly in ink.
- If applicant or vendor must make corrections, please line through, date, and initial in ink. Do not use correction fluid.
- Answer all questions as of the current date.
- If additional space is needed, attach a sheet referencing the part and question being completed.
- Return this completed statement with the complete application package to the regional center to which you are applying.

Part 1: Identifying Information

- A. Specify name of the applicant or vendor, agency, facility or organization, vendor number and service code, business address, and telephone number of applicant or vendor submitting the vendor application.
- B. Specify in what capacity the applicant or vendor is doing business. For example: The name of the corporation under which they are doing business. This name must match the license name, if applicable.
- C. List the Medi-Cal provider number, if any, of the applicant or vendor.
- D. List the Social Security Number and/or the Federal Employer Identification Number (EIN) of the applicant or vendor, if any. Enter Vendor's nine-digit EIN assigned by the IRS in the following format: XX-XXXXXXX.
 - An EIN is used to identify the accounts of employers and certain others who have no employees.
 - For more information about an EIN, please check <http://www.irs.gov> for "Employer Identification Numbers" or "EIN". Whenever this Disclosure Statement requests an EIN about an individual or entity, it has the same meaning.
- E. Check the entity type that best describes the structure of your organization.

Part 2: Ownership and Control Interests. Use the following definitions to identify the individuals you should enter in parts A, B and C of this section. See 42 CFR 455.101 for additional definitions.

- "Indirect Ownership Interest" means an ownership interest in an entity that has an ownership interest in the applicant or vendor. This term includes an ownership interest in any entity that has an indirect ownership interest in the applicant or vendor;
- "Managing Employee" means a general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, agency or business entity;
- "Ownership Interest" means the possession of equity in the capital, the stock, or the profits of the applicant or vendor.
- "Person with an Ownership or Control Interest" means a person or corporation that:
 - A) Has an ownership interest totaling 5 percent or more in an applicant or vendor;
 - B) Has an indirect ownership interest equal to 5 percent or more of an applicant or vendor;
 - C) Has a combination of direct or indirect ownership interests equal to 5 percent or more in an applicant or vendor;
 - D) Owns an interest of 5 percent or more in any mortgage, deed of trust, note, or other obligation secured by the applicant or vendor if that interest equals at least 5 percent of the value of the property or assets of the applicant or vendor;
 - E) Is an officer or director of an applicant or vendor that is organized as a corporation; or
 - F) Is a partner in an applicant or vendor that is organized as a partnership.

APPLICANT/VENDOR DISCLOSURE STATEMENT

DS 1891 (7/2011)

- "Significant Business Transaction" means any business transaction or series of transactions that, during any one fiscal year, exceed the lesser of \$25,000 and 5 percent of an applicant or vendor's total operating expenses.
- "Subcontractor" means an individual, agency, or organization to which an applicant or vendor has contracted or delegated some of the management functions or responsibilities of providing services.
- "Wholly Owned Supplier" means a supplier whose total ownership interest is held by an applicant or vendor or by a person, persons, or other entity with an ownership or control interest in an applicant or vendor.

Part 3: Excluded Individuals or Entities. (See page 3, part 3. Must be disclosed if applicable.)

"Excluded Individuals or Entities" means those individuals and entities that have been placed on either the U.S. Department of Health and Human Services Office of Inspectors' General (OIG) List of Excluded Individuals/Entities or the Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible Provider List of persons, or individuals and entities that have been convicted of a criminal offense related to involvement in any program under Medicare, Medicaid or the Title XX services program, or those individuals and entities that meet the criteria included in Section 54311(a)(6).

PLEASE FILL OUT

1. Applicant/Vendor Information

A. Name of applicant or vendor, entity, agency, facility, or organization as reported to IRS:

Mt. Diablo Adult Education - TOPS Program

Vendor Number and Service Code:

Business Address:

1266 San Carlos Ave., Concord CA 94518

Telephone number (with area code):

925-685-7340

B. DBA Name registered with California Secretary of State, if any:

C. Medi-Cal Provider Number, if any:

D. Social Security Number and/or Federal Employer Identification Number (EIN), if any:

68-0091157

E. Check the entity type that best describes the structure of the applicant or vendor individual, business entity, agency, facility or organization: Check **only one** box:

- Sole Proprietor (Unincorporated)
- General Partnership Limited Partnership Limited Liability Partnership
- Limited Liability Company: State of formation: _____
- Governmental Mt. Diablo Unified School District
- Corporation: Corporate number: _____ State incorporated: _____
- Nonprofit – Check One:
 - Unincorporated Association
 - Corporation
 - Religious/Charitable
 - Other (specify): _____

APPLICANT/VENDOR DISCLOSURE STATEMENT

DS 1891 (7/2011)

2. Ownership, indirect ownership, and managing employee interests

A. List the name(s), title(s) and address(es) of individuals for organizations having direct or indirect ownership interests, and/or managing employees in the applicant/vendor (see instructions for definitions). Also list all members of a group practice. Attach additional pages as necessary to list all officers, owners, management and ownership individuals and entities.

Name	Title	Address
Mt. Diablo Unified School District (A Governmental Agency-Education)	School District	1266 San Carlos Ave., Concord CA 94518

B. List those persons named in A above, that are related to each other as spouse, parent, child, or sibling.

Name	Relationship	Address
N/A		

C. List the name, address, vendor number and service code, and Medi-Cal provider number of any other applicant or vendor in which a person with an ownership or controlling interest in the applicant or vendor also has an ownership or control interest of at least 5 percent or more. For example: Are any owners of the applicant or vendor also owners of Medicare or Medicaid facilities? (Example: sole proprietor, partnership or members of Board of Directors.)

Name	Address	Vendor Number and Service Code	Medi-Cal Provider Number
N/A			

3. Excluded Individuals or Entities

List the name, title, and address of any person or entity with an ownership or control interest, any agent, director, officer, or managing employee of the applicant or vendor who is an excluded individual or entity, as defined on page 2.

Name	Title	Address
N/A		

4. Subcontractor

A. List the name and address of each person or entity with an ownership or control interest in any subcontractor in which the applicant or vendor has direct or indirect ownership of 5 percent or more.

Name	Title	Address	Percentage
N/A			

B. List the name and address of each subcontractor or wholly owned supplier in which the applicant or vendor has had any significant business transactions within 5 years of the application or request.

Name	Title	Address
N/A		

APPLICANT/VENDOR DISCLOSURE STATEMENT

DS 1891 (7/2011)

APPLICANT/VENDOR SIGNATURE

Knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to become vendored, or if the service provider already is vendored, a termination of its vendorization.

By signing this disclosure statement, you hereby certify and swear under penalty of perjury that (a) you have knowledge concerning the information above, and (b) the information above is true and accurate. You agree to inform the vendoring Regional Center, in writing, within 30 days of any changes or if additional information becomes available.

Name of Authorized Representative (Type or Print) **Title**

Signature **Date**

Recordkeeping and Access to Records

Subject to the provisions of Title 17, California Code of Regulations, Section 54311 and Code of Federal Regulations, Title 42, Part 455.105, an applicant or vendored provider agrees to provide access for the review of any and all ownership disclosure information and/or documentation upon written request by the vendoring regional center, the Department of Developmental Services, the State Medicaid Agency, Department of Health Care Services, any State survey team, the Secretary of the United States Department of Health and Human Services, or any duly authorized representatives of the above named entities.

Privacy Statement

All information requested on the application and the disclosure statement is mandatory with the exception of the social security number for any person other than the person or entity for whom an IRS Form 1099 must be provided by the Department of Developmental Services pursuant to 26 USC 6041. This information is required by the authority of Welfare and Institutions Code, Section 4648.12 and Title 17, California Code of Regulations, Section 54311. The consequences of not supplying the mandatory information requested are denial of vendorization as a regional center vendor or termination of vendorization. Any information may also be provided to the State Controller's Office, the California Department of Justice, the Department of Consumer Affairs, other state or local agencies as appropriate, fiscal intermediaries, managed care plans, the Federal Bureau of Investigation, the Internal Revenue Service, Medicare Fiscal Intermediaries, Centers for Medicare and Medicaid Services, Office of the Inspector General, Medicaid, or licensing programs in other states.

**Title 17 California Code of Regulations, Section 54311(a)(6)
(Criteria for Excluded Individuals or Entities to be disclosed on Page 3, Part 3)**

The name, title and address of any person(s) who, as applicant or vendor, or who has ownership or control interest in the applicant or vendor, or is an agent, director, members of the board of directors, officer, or managing employee of the applicant or vendor, has within the previous ten years:

- (A) Been convicted of any felony or misdemeanor involving fraud or abuse in any government program, or related to neglect or abuse of an elder or dependent adult or child, or in any connection with the interference with, or obstruction of, any investigation into health care related fraud or abuse; or
- (B) Been found liable any civil proceeding for fraud or abuse involving any government program; or
- (C) Entered into a settlement in lieu of conviction involving fraud or abuse in any government program.

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) MT. DIABLO UNIFIED SCHOOL DISTRICT	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input checked="" type="checkbox"/> Other (see instructions) ▶ TAX EXEMPT PUBLIC AGENCY	
Address (number, street, and apt. or suite no.) 1936 CARLOTTA DRIVE	Requester's name and address (optional)
City, state, and ZIP code CONCORD CA 94519	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: : : :
or
Employer identification number
68 : 0091157

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 9/14/2010
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**HOME AND COMMUNITY BASED-SERVICES
PROVIDER AGREEMENT**

Name of Service Provider *(Please type or print)*

Mt. Diablo Adult Education - TOPS Program

Address

1266 San Carlos Ave., Concord CA 94518

Telephone

925-685-7340

Vendor Number

Service Code

CERTIFICATION STATEMENT

The Provider agrees and shall certify under penalty of perjury that all claims for services provided to the regional center clients have been provided to the clients by the Provider. The services were, to the best of the Provider's knowledge, provided in accordance with the client's written Individual Program Plan. The Provider shall also certify that all information submitted to the regional center is accurate and complete. The Provider understands that payment of these claims will be from federal and/or state funds, and any falsification or concealment of a material fact may be prosecuted under federal and/or state laws. The Provider agrees to keep for a minimum of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. The Provider agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Developmental Services; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, or their duly authorized representatives. The Provider also agrees that services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

THE PROVIDER AGREES TO INCLUDE WITH EACH CLAIM SUBMITTED TO THE REGIONAL CENTER A CERTIFICATION STATEMENT TO THE ABOVE TERMS AND CONDITIONS WHICH SHALL BE PRINTED ON THE REVERSE SIDE OF EACH PROVIDER OF CARE CLAIM FORM.

I certify that the undersigned will be A PARTICIPATING provider of Medi-Cal home and community-based services upon SUBMISSION OF THIS AGREEMENT TO THE REGIONAL CENTER and satisfaction of all vendorization requirements pursuant to Title 17, California Code of Regulations, and compliance with the requirements for providers of service set out in Welfare and Institutions Code, Division 9, Part 3, and in California Code of Regulations, Title 22.

Department of Health Services

Signature of Service Provider

Date

VENDOR QUESTIONNAIRE & CONFLICT OF INTEREST

Program/Specialist Name: Mt. Diablo Adult School - TOPS Program

Also Known As: _____

Address: 1266 San Carlos Ave., Concord CA 94518

Other Location: _____

Telephone Number: 925-685-7340 Hours: 8am - 4pm

Cell Phone Number: _____ Fax Number: _____

E-mail Address: lingenfeltek@mdusd.org

Director and/or Contact Person: Karen Lingenfelter

Name of Parent or Auxiliary Group: TOPS Advisory Committee

1. Have you ever been vendored by the Department of Development Services through this or any other Regional Center?

Date Regional Center

____ Yes, under the name _____

____ Yes, under the classification _____

No

2. Are you, or any members of your immediate family employed by or on leave of absence from:

City of Employment Relationship

____ Department of Developmental Services _____

____ Regional Center or
California Children's Services (CCS) _____

____ State Hospital _____

____ Board of Directors of a Regional Center _____

____ None of the Above

3. Do you feel there would be a conflict of interest in your provision of service to Regional Center clients?

Comments

____ Yes _____

No _____

Applicant _____

Signature and Date

REGIONAL CENTER OF THE EAST BAY (RCEB)
INDEPENDENT CONTRACTOR STATUS DETERMINATION

In order to be vendorized with Regional Center of the East Bay, you must provide evidence that you are an independent contractor. It is the vendor's responsibility to meet and maintain the requirements of the State of Employment Development Department for independent contractor status.

Please read the Independent Contractor Verification Form and select the category by which you qualify as an independent contractor, and return this form to the Regional Center of the East Bay along with the necessary support documentation for the determination.

For documentation on your independent contractor status, please submit the following information to Regional Center of the East Bay:

For Corporation, Legal Partnership, or Employer with Employees, submit:

Federal Employer Identification Number

- 1) Official Verification of your corporation, partnership, or employer status
- 2) Signed copy of Independent Contractor Verification Form

For Self-Employed Individual, submit:

- 1) Federal Employer Identification Number
- 2) Signed copy of Independent Contractor Verification Form
- 3) All additional information that support your independent contractor status, including but not limited to: registration of a fictitious business name; office space or facility that is separate from your home; advertising with business cards, stationary; listing in phone books, etc; liability insurance; copy of professional license, credential, etc; statement documenting that in the course of your business you receive payment for your services from other than Regional Center of the East Bay and that this payment is a fee for services rendered and does not include any money earned in an employer/employee relationship.

INDEPENDENT CONTRACTOR VERIFICATION FORM

I believe that I qualify as an independent contractor according to the requirements of the Employment Development Department of the State of California. The category under which I qualify as an Independent Contractor is (please check the appropriate box):

- CORPORATION:** A body formed and authorized by law to act as a single person although constituted by one or more persons legally endowed with various rights and duties, including the capacity of succession. The corporation pays all employment taxes on all employees.
- LIMITED LIABILITY COMPANY (LLC):** An entity formed under state law by filing Articles of Organization. An LLC may be classified for Federal tax purposes as if it were a sole proprietorship (referred to as an entity to be disregarded as separate from its owner), a partnership or corporation. If the LLC has only one owner, it will automatically be treated as if it were a sole proprietorship (referred to as an entity to be disregarded as separate from its owner) unless an election is made to be treated as a corporation. If the LLC has two or more owners, it will automatically be considered to be a partnership unless an election is made to be treated as a corporation. If the LLC does not elect its classification, a default classification of partnership (multi-member LLC) or disregarded entity (taxed as if it were a sole proprietorship) will apply.
 - Sole Proprietor Corporation Partnership
- LEGAL PARTNERSHIP:** A legal relation existing between two or more persons contractually associated as joint principals in a business. The partnership pays all employment taxes on all employees.
- EMPLOYER WITH EMPLOYEES:** An individual doing business as a sole owner, who hires employees and pays all employment taxes as required by law.
- SELF EMPLOYED INDIVIDUALS:** An individual doing business as sole owner who has no employees, but who does pay Federal Self Employment Tax in addition to income taxes on earnings.
- Other:**

I certify that I am an Independent Contractor and that I am not creating the relationship of employer and employee with either the Department of Developmental Services, Regional Center of the East Bay, or any other regional center with whom I may contract.

If in the course of events I serve only regional center eligible clients, I agree that it is because of the selection process I make in offering my services and is not an exclusive contract with Regional Center of the East bay.

I also affirm that I make full tax disclosures of these earnings according to Federal and State law. If I am declaring my status as a Self-Employed individual, I will also file Self Employment Tax as required.

SIGNATURE

DATE

68-0091157

NAME (exactly as it appears on tax forms)

FEDERAL ID # OR SOCIAL SECURITY #

RELEASE AND/OR INDEMNITY AGREEMENT PROHIBITION

Regional Center of the East Bay (RCEB) vendors may not require consumers or families to sign a Release and/or Indemnity Agreement as condition of receiving services.

Requiring persons who are developmentally disabled to sign agreements with service providers indemnifying such service providers against liability is inconsistent with the Lanterman Developmental Disabilities Services Act (Lanterman Act), Welfare & Institutions Code section 4500, et seq. and with the California Supreme Court's decision in Association for Retarded Citizens v. Department of Developmental Services (1085) 38 Cal.3d 384 (ARC).

Pursuant to the ARC decision, "regional center . . . are charged with providing developmentally disabled persons with 'access to the facilities and services best suited to them throughout their lifetime.'" (ARC, SUPRA, 38 Cal.3d at 389, citing Welfare & institutions Code section 4620.) The court determined that the Lanterman Act "defines a basic right and a corresponding basic obligation: the right which it grants to the developmentally disabled person is to be provided with services that enable him to live a more independent and productive life in the community; the obligation which it imposes on the state is to provide such services." (ARC, supra, 38 Cal.3d at 391.) Finally the court concluded that, "[i]t is through the IPP procedure that the right the ACT grants to each developmentally disabled person and the obligation it imposes on the state are implemented; through it, the developmentally disabled person on an individual basis receives, as an entitlement, services that enable him to live a more independent and productive life in the community." (ARC, supra, 38 Cal.3d at 392.)

If vendors are requiring persons with developmental disabilities to sign indemnity or similar agreements in order to receive services consistent with their IPPs, such requirements would limit the entitlement to services pursuant to the Lanterman Act. Therefore, RCEB must prohibit vendors from requiring consumers or families to sign any document which contains a Release and/or Indemnity Agreement as a condition of receiving services. Non-compliance with this mandate can lead to termination of provider client services funded by RCEB.

I certify that I have received a copy of the above RCEB practice and that I agree to abide by it and any subsequent changes.

Applicant Signature

Date

NOTIFICATION OF NECESSITY FOR INDEPENDENT AUDIT OR REVIEW REPORT

Pursuant to California Welfare and Institutions Code (Section 4652.5), as a vendor of the regional center you may be required to obtain an independent audit or independent review report of your financial statements. This necessity affects only vendors receiving payments from one or more regional center more than or equal to \$250,000 during the fiscal year and work activity program providers receiving any regional center payments.

Section 4652.5 reads:

4652.5. (a) (1) An entity receiving payments from one or more regional centers shall contract with an independent accounting firm for an audit or review of its financial statements subject to all of the following:

(A) When the amount received from the regional center or regional centers during the entity's fiscal year is more than or equal to two hundred fifty thousand dollars (\$250,000) but less than five hundred thousand dollars (\$500,000), the entity shall obtain an independent audit or independent review report of its financial statements for the period. Consistent with Subchapter 21 (commencing with Section 58800) of Title 17 of the California Code of Regulations, this subdivision shall also apply to work activity program providers receiving less than two hundred fifty thousand dollars (\$250,000).

(B) When the amount received from the regional center or regional centers during the entity's fiscal year is equal to or more than five hundred thousand dollars (\$500,000), the entity shall obtain an independent audit of its financial statements for the period.

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

(3) This requirement does not apply to state and local governmental agencies, the University of California, or the California State University.

(b) An entity subject to subdivision (a) shall provide copies of the independent audit or independent review report required by subdivision (a), and accompanying management letters, to the vendoring regional center within 30 days after completion of the audit or review.

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

(d) Regional centers shall notify the department of all qualified opinion reports or reports noting significant issues that directly or indirectly impact regional center services within 30 days after receipt. Notification shall include a plan for resolution of issues.

96

(e) For purposes of this section, an independent review of financial statements must be performed by an independent accounting firm and shall cover, at a minimum, all of the following:

(1) An inquiry as to the entity's accounting principles and practices and methods used in applying them.

(2) An inquiry as to the entity's procedures for recording, classifying,

and summarizing transactions and accumulating information.

(3) Analytical procedures designed to identify relationships or items that appear to be unusual.

(4) An inquiry about budgetary actions taken at meetings of the board of directors or other comparable meetings.

(5) An inquiry about whether the financial statements have been properly prepared in conformity with generally accepted accounting principles and whether any events subsequent to the date of the financial statements would have a material effect on the statements under review.

(6) Working papers prepared in connection with a review of financial statements describing the items covered as well as any unusual items, including their disposition.

(f) For purposes of this section, an independent review report shall cover, at a minimum, all of the following:

(1) Certification that the review was performed in accordance with standards established by the American Institute of Certified Public Accountants.

(2) Certification that the statements are the representations of management.

(3) Certification that the review consisted of inquiries and analytical procedures that are lesser in scope than those of an audit.

(4) Certification that the accountant is not aware of any material modifications that need to be made to the statements for them to be in conformity with generally accepted accounting principles.

(g) The department shall not consider a request for adjustments to rates submitted in accordance with Title 17 of the California Code of Regulations by an entity receiving payments from one or more regional centers solely to fund either anticipated or unanticipated changes required to comply with this section.

I certify that I have received notice of the requirements outlined in California Welfare and Institutions Code Section 4652.5 and that I agree to comply.

Signature

Printed Name

Date

NOTIFICATION OF VENDOR INFORMATION PUBLICATION

California State Law requires each regional center to publish on its Internet Web site the names, types of service, and contact information of all vendors except consumers or family members of consumers (California Welfare and Institutions Code Section 4629.5 (b)(6)).

As mandated by the law, Regional Center of the East Bay (RCEB) will publish such information on its Internet Web site (www.rceb.org).

In applying to become a vendor with RCEB you are agreeing to make public all information provided by you on the application with the exception of the Federal Tax ID or Social Security Number.

Family Members of consumers are defined as, an individual who:

- A) Has a developmentally disabled person residing with him or her;
- B) Is responsible for the 24-hour care and supervision of the developmentally disabled person; and
- C) Is not a licensed or certified resident care facility or foster family home receiving funds from any public agency or regional center for the care and supervision provided (Title 17, Section 54302(a)(29)).

Please check the appropriate box below, print your name in the space provided and sign and date this form.

I, _____, am a consumer or family member of a consumer.
My vendor information will **NOT** will not be published to RCEB's Internet Web site.

I, TOPS Program _____, am **NOT** a consumer or family member of a consumer.
My vendor information will be published to RCEB's Internet Web site where this information will be viewable by any member of the public.

Signature

Date

NOTIFICATION OF ADMINISTRATIVE COSTS CAP

Pursuant to California Welfare and Institutions Code §4629.7, vendors of the regional center with negotiated rates (including vendors receiving the "median rate") shall not spend more than 15% of the funds received from the regional center on administrative costs.

Section 4629.7 reads:

(a) Notwithstanding any other provision of law, all regional center contracts or agreements with service providers in which rates are determined through negotiations between the regional center and the service provider shall expressly require that not more than 15 percent of regional center funds be spent on administrative costs. For purposes of this subdivision, direct service expenditures are those costs immediately associated with the services to consumers being offered by the provider. Funds spent on direct services shall not include any administrative costs. Administrative costs include, but are not limited to, any of the following:

- (1) Salaries, wages, and employee benefits for managerial personnel whose primary purpose is the administrative management of the entity, including, but not limited to, directors and chief executive officers
- (2) Salaries, wages, and benefits of employees who perform administrative functions, including, but not limited to, payroll management, personnel functions, accounting, budgeting, and facility management.
- (3) Facility and occupancy costs, directly associated with administrative functions.
- (4) Maintenance and repair.
- (5) Data processing and computer support services.
- (6) Contract and procurement activities, except those provided by a direct service employee.
- (7) Training directly associated with administrative functions.
- (8) Travel directly associated with administrative functions.
- (9) Licenses directly associated with administrative functions.
- (10) Taxes.
- (11) Interest.
- (12) Property insurance.
- (13) Personal liability insurance directly associated with administrative functions.
- (14) Depreciation.
- (15) General expenses, including, but not limited to, communication costs and supplies directly associated with administrative functions.

(c) Consistent with subdivision (a), service providers and contractors, upon request, shall provide regional centers with access to any books, documents, papers, computerized data, source documents, consumer records, or other records pertaining to the service providers' and contractors' negotiated rates.

I hereby certify that I have received notice of the requirements outlined in California Welfare and Institutions Code §4629.7 and that I agree to comply with those regulations, accordingly.

Signature

Printed Name

Date

GENERAL REQUIREMENTS FOR VENDORS AND REGIONAL CENTERS

Title 17, Part II, Section §54326 of the California Code of Regulations is cited in part for your information and compliance.

(a) All vendors shall:

(1) Be prohibited from transferring vendorization of their service to another person or entity;

(2) Provide access to regional center and/or Department staff, on an announced or unannounced basis, for the purposes specified in the Welfare and Institutions Code, Section 4648.1;

(3) Maintain records of services provided to consumers in sufficient detail to verify delivery of the units of service billed:

(A) Such records shall be maintained for a minimum of five years from the date of final payment for the State fiscal year in which services were rendered or until audit findings have been resolved, whichever is longer. This requirement may be satisfied by retaining an electronic record of the information in the record, if the record reflects accurately the information set forth in the record at the time it was first generated in its final form as an electronic record or otherwise, and the electronic record remains accessible for later reference.

(B) Records must include for each consumer the information specified in Section 50604 (d)(3)(A), (B), (C), (D), (E) or (F), as applicable.

(C) Data, as specified in Section 50604 (d)(3)(A), (B), (C), (D), (E) or (F), as applicable, for the billing period shall be submitted to the regional center with the billings/invoices.

(4) Make available any books and records pertaining to the vendored service, including those of the management organization and disclosure information required in Section 54311, if applicable, for audit, inspection or authorized agency representatives. This shall also include only those portions of any personnel records that are necessary to ensure staff qualifications comply with the requirements contained in Section 56724, and Section 56770 or 56792 of these regulations, if applicable, in order to comply with the monitoring of program standards pursuant to the Welfare and Institutions Code, Section 4691(f);

(5) Utilize and be bound by Title 17, Sections 50700 through 50767, and the Welfare and Institutions Code, Section 4648.2, should the vendor elect to appeal any audit findings;

(6) Comply with the provisions contained in the Fair Labor Standards Act (29 U.S.C., Sections 201 through 219);

(7) Not discriminate in the provision of services to consumers on the basis of race, religion, age, disability, sex, or national origin of the consumer, or his/her parents, guardian, or conservator;

(8) Be vendored separately for each type of service provided, as specified in Sections 54342 through 54356 of these regulations unless the regional center waives separate vendorization pursuant to Section 54342 (a)(37) or 54342(a)(78)(A);

(9) Provide certification consistent with the Public Contract Code, Sections 10410 and 10411, that the vendor and the agents or employees of the vendor, in the performance of

the contracts, are independent contractors and are not officers or employees of the State of California;

(10) Bill only for services which are actually provided to consumers and which have been authorized by the referring regional center. When the vendor is receiving payment for a

consumer from the Department of Rehabilitation and/or the Department of Health Services for a portion of the program day, and the vendor's rate of reimbursement is based on costs reported pursuant to Section 57422 (c)(2), the vendor shall only bill the prorate share of the daily rate.

(11) Not bill for consumer absences for nonresidential services. The Department shall authorize payment for absences which are the direct result of situations and/or occurrences for which a State of Emergency has been declared by the Governor. If payment for absences due to a State of Emergency is authorized by the Department, the vendor shall bill only for absences in excess of the average number of absences experienced by the vendor during the 12-month period prior to the month in which the disaster occurred;

(12) Agree to accept the rate established, revised or adjusted by the Department as payment in full for all authorized services provided to consumers and not bill the consumer nor the consumer's family, conservator, guardian or authorized consumer representative for a supplemental amount regardless of the cost of providing the authorized service. This shall not preclude the vendor from billing the consumer or consumer's family for services provided which were authorized by the consumer or family and which were not authorized by the regional center;

(13) Comply with all applicable staffing ratio requirements;

(14) Be prohibited from being vendored by more than one regional center for the same service at the same location; and

(15) Comply with conflict of interest requirements as determined by the criteria established by Title 17, Sections 54500 through 54525 and the Welfare and Institutions Code, Sections 4626 through 4628.

(16) Sign the Home and Community-Based Services Provider Agreement (6/99), if applicable pursuant to Section 54310 (a)(10)(l), (d) and (e). If the Home and Community-Based Services Provider Agreement (6/99) is required and has not been signed, the regional center shall:

(A) For new applicants requesting vendorization, deny vendorization pursuant to Section 54322 (c); or

(B) For existing vendors, notify in writing, the vendor and utilizing regional center(s), if any, that the signed Home and Community-Based Services Provider Agreement (6/99) is required and that payment of the vendor's rate will be suspended, the effective date of the suspension, and that payment shall remain suspended until the signed Home and Community-Based Services Provider Agreement (6/99), is received.

(1) The effective date for suspension of payment of the vendor's rate shall be 15 days from the date of the letter notifying the vendor that payment will be suspended.

(2) If the signed Home and Community-Based Services Provider Agreement (6/99), is submitted within the time specified, no further action will be taken.

(3) If the Home and Community-Based Services Provider Agreement (6/99), is submitted after the date when payment of the vendor's rate has been suspended, the vendoring regional center shall notify the vendor and utilizing regional center(s) that payment of the vendor's rate is reinstated as of the date payment was suspended.

(17) Notify the vendoring regional center of any additions or changes in the information disclosed on the DS 1891 (7/2011) and submit the information pursuant to requirements of Section 54311(c).

(18) Notify the vendoring regional center of:

- (A) Any conviction for any felony or misdemeanor, within the previous ten years, involving fraud or abuse in any government program, or related to neglect or abuse of an elder or dependent adult or child, or in connection with the interference with, or obstruction of, any investigation into health care related fraud or abuse, or that has been found liable, within the previous ten years, in any civil proceeding for fraud or abuse in any government program;
- (B) Any settlement in lieu of conviction involving fraud or abuse in any government program within the previous ten years; or
- (C) Any loss of license, certificate or credential, or failure to maintain any valid licenses, certificates or credentials required for the performance or operation of the vendored service.

(b) The vendor shall maintain a written description of its organizational structure and operations at the vendor's business office in accordance with the following:

(1) All descriptions shall include:

- (A) An identification of the legal entity serving as the governing body or board of directors;
- (B) The policies of operation that are established by the governing body or board of directors; and
- (C) A diagram depicting the relationships among organizational units and titles of persons responsible for those units.

(2) In addition to the information specified in (b)(1) above, if the vendor:

- (A) Operates more than one service, the description shall also include:
 - 1. The names, addresses and vendor numbers of the other services; and
 - 2. Whether any of the services share staff or facility space.
- (B) Has a management organization, the description shall also include a diagram depicting the relationships among the management organization, the vendor, and any other services under the management organization.

(c) Regional centers shall submit the information specified in subsection (a)(3)(C) above to the Department on a monthly basis, and no later than 30 days after the end of the previous month.

(d) Regional centers shall not:

- (1) Use purchase of service funds to purchase services for a minor child without first taking into account, when identifying the minor child's service needs, the family's responsibility for providing similar services to a minor child without disabilities. In such

instances, the regional center must provide for exceptions, based on family need or hardship.

(2) Use purchase of service funds to purchase services for those executive/management services, legal services for the benefit of the regional center, service coordination, and administrative service and support functions that are funded through the regional center operations budget. Funding of specialized clinical and diagnostic assessment services and other services for the benefit of a consumer through purchase of service funds is permissible.

(3) Charge vendors or consumers for providing representative payee services.

(4) Except as specified in Section 54324 of these regulations:

(A) Refer any consumer to an applicant until the vendor application is approved;

or

(B) Reimburse a vendor for services provided before vendorization.

(e) Compliance with the standards and requirements specified in these regulations does not exempt a vendor from compliance with existing statutes and regulations or with any other applicable standards or requirements promulgated by the controlling agencies for the service provided by the vendor.

(f) Regional centers shall take routine action to ensure that vendors have no convictions and have not been found liable as described in (a)(18)(A) above, have not entered into any settlement agreements in lieu of convictions involving fraud or abuse in any government program as described in (a)(18)(B), and are serving consumers with the valid licenses, certificates or credentials required for the performance or operation of the vendored service.

Authority cited: Chapter 157, Statutes of 2003; Section 4648.12(c)(1)(A), Welfare and Institutions Code; and Section 11152, Government Code.

Reference: Sections 4500, 4501, 4502, 4641.5, 4648, 4648.1, 4648.12, and 4742, Welfare and Institutions Code. and Title 42, Code of Federal Regulations, Sections 455.104, 455.105 and 455.106.

I hereby certify that I have received a copy of Title 17, Part II, Section §54326 of the California Code of Regulations and that I agree to comply with those regulations and any subsequent changes.

Signature

Date

Printed Name

ENROLLMENT PROCESS

eBilling, eAttendance & EFT Payment Processing Agreement

Form Instructions

Every service provider organization must appoint a representative who will administer user accounts for those employees requiring access to the eBilling web based application, and that representative must complete the agreement form in its entirety and submit it to the appropriate regional center for registration and access. Each service provider organization will be responsible for maintaining security agreements with those employees accessing the eBilling application.

The Provider must sign the agreement form and return it to the regional center to complete the enrollment process before the representative will be granted administrative access to the eBilling application. All pages must be returned.

Upon termination of a service provider organization's employee, it is the responsibility of the service provider representative to terminate access for that user account. When the service provider representative is voluntarily or involuntarily terminated from employment, the service provider organization must notify the regional center of this termination within 24 hours to have access removed.

A copy of the entire provider enrollment form must be kept on file at the regional center. Copies may be made if necessary.

If you have any questions regarding this Electronic Billing Enrollment Form, please contact one of the Accounts Payable Representative below.

Regional Center East Bay Staffs Contact List by Vendor Name			
Accounting Main Fax # 510-618-7770			
POS A/P Supervisor – Cora Trinidad Phone #510-618-7723			
By Vendor Name or Last Name	Staff Name	Staff Phone #	Staff FAX#
G, I, P	Deborah Perez	510-618-6131	510-678-4131
C	Janet Chen	510-618-6132	510-678-4132
A,K,R	Lien Le	510-618-6133	510-678-4133
B,F,N,Q,U	Maria (Mae) Batino	510-618-6134	510-678-4134
M	Nam Hamada	510-618-6135	510-678-4135
D,O,T,V,M	Fabiola Aranda	510-618-6136	510-678-4136
S,X,Y,Z	Sopharath Chheng	510-618-6137	510-678-4137
E,H,J,L	Lilia Baclagan	510-618-6138	510-678-4138

ENROLLMENT PROCESS

Regional Center Provider Electronic Billing Agreement Form

A separate agreement form must be completed for each Service Provider Number (SPN).

Service Provider Name Service Provider Number

TOPS Program

Name of Governing Body or Management Organization

Mt. Diablo Adult Education

Mailing Address (Street) (City) (State) (Zip)

1266 San Carlos Ave., Concord CA 94518

Service Address (Street) (City) (State) (Zip)

(If different than Mailing Address)

Telephone Number 925-685-7340

Email Address lingenfelterk@mdusd.org

To be completed by Regional Center Staff

Service Code Sub-Code Checkbox Calendar(Y/N) Type (Y/N/I/P) ★

Service Code Sub-Code Checkbox Calendar(Y/N) Type (Y/N/I/P) ★

Service Code Sub-Code Checkbox Calendar(Y/N) Type (Y/N/I/P) ★

Service Code Sub-Code Checkbox Calendar(Y/N) Type (Y/N/I/P) ★

★	<u>Checkbox Calendar</u>	<u>Type</u>	
	Y	Y	Monthly Residential Services
	Y	N	Monthly Non-Residential Services
	N	N	Units Calendar
	N	I	In & Out Times/Hrly rate
	N	P	Purchases

ENROLLMENT PROCESS

Provider EFT/EB Information

Provider Name US Bank	Service Provider Number
Bank Name (Primary Account) 121122676	Bank Name (P & I Account)*
Bank Routing Number (Primary Account) 153402306432	Bank Routing Number (P & I Account)
Account Number (Primary Account) Free Small Business Checking Account	Account Number (P & I Account)
Account Type (Checking or Savings: Primary Account) Yes	Account Type (Checking or Savings: P & I Account)
Mail check remittance advice? (Yes or No)**	Mail check remittance advice? (Yes or No)**
Starting date for EFT processing	Start date for EB Processing
Approved at Regional Center by	Date

*Second Bank Account, for P & I, should be used by Residential Facilities for the purpose of receiving Personal & Incidental funds for the customers.

**If you want a printed copy of your detail EFT transactions, answer yes to Mail Check Remittance Advice.

Please submit a voided check and a W-9 form with this request.

ENROLLMENT PROCESS

Service Provider Administrator User Security Information

Provider Name Service Provider Number
Mt. Diablo Adult Education - TOPS Program

User Name (First) (Last) (MI)

User ID(User first initial and Last name) User Password (at least 6 characters in length, numbers and characters ok) *

* Note – Password must be reset upon initial logon to eBilling

User Email Address: kingenfelterk@mdusd.org

925-685-7340

Provider Signature Telephone Date

(Regional Center use only)

Updated by RC Administrator Date

ENROLLMENT PROCESS

Regional Center Provider Electronic Billing Agreement Form

1. CLAIMS ACCEPTANCE AND PROCESSING

The regional center agrees to accept from the enrolled Provider electronic invoices. The Provider hereby acknowledges that he or she has received and read and understands and agrees to abide by the EB provider manual and its contents, and agrees to read and comply with all EB provider manual updates and provider bulletins relating to electronic billing.

2. CLAIMS CERTIFICATION

The Provider agrees and shall certify under penalty of perjury that all claims for services provided to regional center consumers have been provided to the consumers by the Provider. The services were, to the best of Provider's knowledge, provided in accordance with the consumer's written Individual Program Plan. The Provider shall certify that all information submitted to the regional center is accurate and complete. The Provider understands that payment of these claims will be from federal and/or state funds, and falsification or concealment of a material fact may be prosecuted under federal and/or state laws. The Provider agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the consumer. The Provider agrees to furnish these records and any information regarding payments claimed for providing the services, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Developmental Services; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, or their duly authorized representatives. The Provider also agrees that services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

I certify that the consumer(s) submitted through the electronic process were provided the services as authorized for the stated periods, and that no additional charges were made to other parties. These claims are submitted under penalty of perjury in accordance with the Medi-Cal program Provider Agreement Claim Certification.

3. VERIFICATION OF CLAIMS WITH SOURCE DOCUMENTS

The Provider agrees to retain personal responsibility for the development, transcription, data entry, and transmittal of all invoice information for payment. The Provider shall also assume personal responsibility for verification of submitted invoices with source documents. The Provider agrees that no invoice shall be submitted until the required source documentation is completed and made readily retrievable in accordance with Medi-Cal statutes and regulations. Failure to make, maintain, or produce source documents shall be cause for immediate termination of electronic billing privileges.

4. CHANGE IN ELECTRONIC BILLING STATUS

The Provider and the Regional Center agree that any changes in Provider status which might affect eligibility to participate in electronic billing pursuant to federal and state law shall be promptly communicated to each party.

5. PROVIDER REVIEWS

The Provider agrees that agents of the Regional Center, the Department of Developmental Services, the Department of Health Services, the Office of the State Controller, the Department of Justice, or any other authorized agent or representative of the State of California or any authorized representative of the U.S. Department of Health and Human Services may, from time to time, conduct such reviews as are necessary to ensure compliance with state and federal law and with this agreement. In particular, the Provider agrees to make available to such agent or representative

all source documents necessary to verify the accuracy and completeness of invoices submitted electronically.

6. EFFECTIVE DATE

This agreement shall become effective upon approval of the Regional Center.

7. TERMINATION

The Department, Regional Center or Provider may terminate this agreement with or without cause by giving seven days prior written notice of intent to terminate, and the Provider has no right to appeal such termination by the Department or Regional Center. The Department or Regional Center may, however, terminate this agreement immediately upon determination that the Provider has failed or refused to produce or retain source documents in accordance with federal and state laws or this agreement or has violated other provisions of the provider agreement.

8. PROVIDER TO HOLD REGIONAL CENTER AND STATE OF CALIFORNIA HARMLESS

The provider agrees to hold the Regional Center and the State of California harmless for any and all failures performed by billing software, or other features of electronic billing which do not occur with (hard copy) paper billing. The provider agrees that the provider is assuming any and all risks that accompany electronic billing and that the provider is not relying upon the evaluation, if any, that the State of California or Regional Center has made of the electronic billing system or software the provider is using.

9. CONFIDENTIALITY OF RECORD

The Provider agrees to provide adequate precautions to protect the confidentiality of Consumer information in accordance with Welfare and Institutions Code section 4514, Health Insurance Portability and Accountability Act (HIPAA), and all other applicable state and federal statutes and regulations regarding confidentiality of consumer information.

Provider Signature Information

Full Printed Name

Title

Provider Signature

Telephone

Date

925-685-7340

Regional Center Approval of Enrollment

Full Printed Name

Title

Approver's Signature

Telephone

Date

Return Provider Agreement to the Regional Center

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Return to: Regional Center of the East Bay
500 Davis Street, Suite 100
San Leandro, CA 94577

As a business, we are required to file Form 1099. In order to properly complete our reporting requirements, we need the following information from you. Please complete the following and return to the address shown above. Thank you for your assistance.

Please check appropriate box(es) only and provide name and Taxpayer Identification Number.

- Individual/Sole Proprietor Corporation Partnership
(Must Provide Social Security #)
- Limited Liability Corporation Other

Name: _____

Social Security Number: _____ - _____ - _____

Full Business Name: Mt. Diablo Unified School District

Federal Employer Identification Number: 68-0091157

Business Address: 1936 Carlotta Drive
_____ (Street Address)

Concord CA 94519
_____ (City) (State) (Zip Code)

Mailing Address: _____

_____ (City) (State) (Zip Code)

Telephone Number: 925-682-8000 /Cell Number: _____

Email Address: _____

Signature: _____

Title: _____ Date: _____

RIGHTS OF INDIVIDUALS WITH DEVELOPMENTAL DISABILITIES

DSP 304 (English) (Rev. 1/2000)

Each person residing or receiving services in this facility has the following rights:

1. To wear his/her own clothes, to keep and use his/her own personal possessions including his/her toilet articles, and to keep and be allowed to spend a reasonable sum of his/her own money for canteen expenses and small purchases.
2. To have access to individual storage space for his/her private use.
3. To see visitors each day.
4. To have reasonable access to telephones, both to make and receive confidential calls.
5. To have ready access to letter writing materials, including stamps, and to mail and receive unopened correspondence.
6. To refuse electroconvulsive therapy.
7. To refuse behavior modification techniques which cause pain or trauma.
8. To refuse psychosurgery.
9. Other rights, as specified by regulations (see e.g., Titles 17 and 22, California Code of Regulations).

Pursuant to Title 17, California Code of Regulations, Section 50530, the professional person in charge of the facility or his/her designee may for good cause deny a person any of the rights above under (1) through (5), inclusive.

If you believe that there was not a good reason for denying one of your rights, you may call the local clients' rights advocate who must respond to your complaint.

Name of Advocate	Address/Location of Office	Telephone
Arthur Lipscomb	1330 Broadway, Suite 500, Oakland, CA 94612	(510) 267-1280

It is the advocate's responsibility to investigate and resolve your complaint to your satisfaction. If the advocate is unable to do so, the complaint must be referred by the advocate to the developmental center or regional center director. After that, if the problem is still not resolved, it must be referred to the Office of Human Rights, State Department of Developmental Services.

Address/Phone # of Area Board:

1515 Clay St., Ste. 300
Oakland, CA 94612
Tel: (510) 286-0439

Office of Human Rights

Department of Developmental Services
Sacramento, CA 95814
(916) 654-1888
TDD: (916) 654-2054

Address/Phone # of Regional Center:

Regional Center of the East Bay
500 Davis Street, Suite 100
San Leandro, CA 94577
Tel: (510) 383-1200

This Notice must be posted, as well as distributed to each person with a developmental disability receiving services in any developmental center, licensed community care or health facility.

In addition to the above rights, persons with developmental disabilities also have the following rights:

1. A right to treatment and habilitation services and supports in the least restrictive environment. Treatment and habilitation services and supports should foster the developmental potential of the person and be directed toward the achievement of the most independent, productive, and normal lives possible. Such services shall protect the personal liberty of the individual and shall be provided with the least restrictive conditions necessary to achieve the purposes of the treatment, services or supports.
2. A right to dignity, privacy, and humane care.
3. A right to participate in an appropriate program of publicly supported education, regardless of degree of disability.
4. A right to prompt medical care and treatment.
5. A right to religious freedom and practice.
6. A right to social interaction and participation in community activities.
7. A right to physical exercise and recreational opportunities.
8. A right to be free from harm, including unnecessary physical restraint, or isolation, excessive medication, abuse, or neglect.
9. A right to be free from hazardous procedures.
10. A right to make choices in their own lives, including, but not limited to, where and with whom they live, their relationships with people in their community, the way they spend their time including education, employment, and leisure, and pursuit of their personal future, and program planning and implementation.

Resident/Resident Representative Signature

Date

COMMUNITY-BASED DAY PROGRAMS COST STATEMENT

DS 1897 (12/92)

1. Reporting Period _____, 19__ through _____, 19__

2. Vendor Name Mt. Diablo Adult Education - TOPS Program				
3. Vendor Number		Service Code	Subcode	
4. Business Address	Street	City	State	Zip
1266 San Carlos Ave., Concord CA 94518				
5. Mailing Address	Street	City	State	Zip
6. Management Organization Name (if applicable) Mt. Diablo Unified School district				
7. Service Director Dr. Sharon Brockman			Telephone Number (925) 685-7340	

PROGRAM INFORMATION

8. Name of Vendoring Regional Center: _____ Regional Center of the East Bay

9. Name of User Regional Centers: _____

Temporary payment rate applicants only

10. Date service began or will begin: _____, 19__

◇ ◇ ◇ TEMPORARY PAYMENT RATE APPLICANTS STOP HERE AND SIGN LINE 21 ◇ ◇ ◇

◇ ◇ ◇ PERMANENT PAYMENT RATE APPLICANTS COMPLETE REMAINDER OF PAGE ◇ ◇ ◇

11. Actual client days _____

or

12. Actual client hours _____

VENDOR COSTS

13. Salaries and Wages \$ _____

13a. Average Salary and Wage and fringe benefit \$ _____

14. Fringe Benefits _____

15. Operating Expenses (from page 4, line 17) _____

16. Management Organization Costs (from page 5, line 2) _____

17. Negotiated Level of Payment Adjustment (from page 6, line 4) _____

18. TOTAL COST \$ _____

19. VENDOR INCOME (from page 5, line 5) (_____)

20. NET COST \$ _____

21. I hereby certify to the best of my knowledge and belief that this cost statement is true and correct, and complies with the requirements of Title 17, Sections 57422 through 57439.

Signature

Date

HALF DAY BILLING REQUIREMENTS

California Welfare and Institutions Code Section 4690.6

(a) Activity centers, adult development centers, behavior management programs, and other look-alike day programs with a daily rate shall bill regional centers for services provided to consumers in terms of half days of service and full days of service.

(b) For purposes of this section, the following definitions apply:

(1) "Full day of service" means a day in which the consumer's attendance is at least 65 percent of the declared and approved program day.

(2) "Half day of service" means any day in which the consumer's attendance does not meet the criteria for billing for a full day of service.

(c) A regional center may change the length of the declared and approved program day for a specific consumer in order to meet the needs of that consumer, upon the recommendation of the individual program planning team. The regional center shall set forth in the individual program plan the length of the consumer's program day and the reasons for the change in the length of the declared and approved program day.

(d) The definitions set forth in this section shall not apply to vendors of tailored day program service.

I hereby certify that I have read and I agree to comply with the Title 17, Section§ 4690.6 of the California Code of Regulations and any subsequent changes.

Applicant Signature

Date

Printed Name