

Contract Summary for Board of Directors Review/Approval

1	Provider Name (name facility or program):	PRIDE Industries 7710 Hazard Center Drive, San Diego, CA 92123
2	Vendor #:	HQ1581
3	Type of Program:	952 SEP-IP, Sub code: PIPW
4	Scope of Work/Program Design:	PRIDE Industries is the employer of record and supports participants with ensuring their timecards are accurate and completed timely, distributes paychecks via direct deposit or mailed check, and provides paystubs and tax documentation. This ensure the participant is supported with all employment needs. PRIDE Industries follows all local, state, and federal regulations. PRIDE Industries will utilize the vendor number HQ1581, sub code PIPW to offer this service.
5	Program Capacity:	150 PIP's over 5 years: Year 1: 20 Year 2: 25 Year 3: 30 Year 4: 35 Year 5: 40 150 PIP's x \$20,000 = \$3,000,000
6	Rate (hourly/daily/monthly):	Paid Internship Program (PIPW) is: \$1.00 Variable
7	Total Potential Compensation:	3,000,000.00
8	Term of Contract:	11/18/2024 – 11/17/2029
9	Date of Initial Vendorization:	10/23/2024
10	Significant Changes from Previous Contract:	Addition: Employer of Record

SERVICE PROVIDER AGREEMENT
GENERAL

IDENTIFICATION OF PARTIES

San Diego-Imperial Counties Developmental Services, Inc. dba San Diego Regional Center (“San Diego Regional Center”) and Pride Industries (“Provider”) mutually enter into this Service Provider Agreement (“Agreement”) as follows. San Diego Regional Center and Pride Industries may be referred to in this Agreement as “Party,” or collectively as “Parties.”

1. San Diego Regional Center is a nonprofit, public benefit corporation that, pursuant to laws and regulations of the State of California, provides services to persons with developmental disabilities.
2. Provider is an entity doing business in San Diego or Imperial counties that will offer services to persons with developmental disabilities (each a “Client”) pursuant to this Agreement.

PROVIDER’S SERVICES

3. Provider shall establish and provide services in accordance with the Program Design identified in attached Exhibit A.
4. All services of Provider hereunder shall be rendered in accordance with all applicable statutes and regulations, including those referred to in Paragraph 10 and elsewhere in this Agreement. No provision of this Agreement shall be construed by Provider to excuse its compliance with any applicable statute or regulation.

PROVIDER CERTIFICATION

5. Provider further attests and certifies that all fiscal and program related documentation is complete and accurate to the best of its knowledge; supported by records and source documentation; prepared in accordance with instructions provided by the California Department of Developmental Services; and subject to inspection, production, and audit, as more fully discussed in Paragraphs 12 and 13 below.

COMPENSATION

6. As compensation for services performed under this Agreement, San Diego Regional Center

shall pay Provider \$ (Variable) per Paid Internship (150) as indicated in the Established Rate, attached as Exhibit B. Total compensation for services under this Agreement shall not exceed \$3000000. The consideration to be paid to Provider hereunder shall be the total compensation for performance of this Agreement and its requirements, unless otherwise expressly provided. Provider understands and acknowledges that its right to payment under this Agreement is dependent upon the availability of State of California, Department of Developmental Services funding to San Diego Regional Center.

7. Provider shall bill in accordance with Exhibit B for compensation under the program outlined in Exhibit A. Provider shall electronically submit a monthly invoice documenting the costs for items to be approved. Exceptions to electronic invoices, such as paper invoices, may be made by San Diego Regional Center's Director of Business Services Department or Executive Director. Purchase of Service invoices will be processed and paid in arrears. Said payment will be sent to Provider electronically or by first class mail, postage prepaid at the following address:

Pride Industries
7710 Hazard Dr. Ste. E PMB 43
San Diego, CA 92108

TERM

8. Subject to the provisions of Paragraph 16, the term of this Agreement shall commence on 11/18/2024 and continue until 11/17/2029 (5 year term).

EXHIBITS

9. The attached Exhibits are incorporated herein and made part of this Agreement.

- (a) Exhibit A: Program Design
- (b) Exhibit B: Established Rate
- (c) Exhibit C: Special Incident Reporting
- (d) Exhibit D: Zero Tolerance Policy

APPLICABLE STATUTES AND REGULATIONS

10. Provider shall render all services and supports in accordance with all applicable laws, including but not limited to, the following statutes and regulations. The terms of this Agreement shall not be construed to excuse compliance with the existing statutes or regulations and their amendments.

(a) Lanterman Developmental Disabilities Act, codified at California Welfare & Institutions Code § 4400, et seq.; including but not limited to the following sections: 4502, 4514, 4626, 4627, 4628, 4629.7, 4641.5, 4646, 4648, 4648.1, 4652.5, 4685.8, 4704, 4704.6, 4705, 4710, 4715, and 4741.

(b) Welfare & Institutions Code § 15630, 15633, 15633.5, and 15658.

(c) Title 17 California Code of Regulations § 50500, et seq. (Clients' Rights); § 50601, et seq. (Service Provider Accountability); § 50700, et seq. (Fiscal Audit Appeals and Fair Hearings); § 54302, et seq. (Vendorization); § 54326, et seq. (General Requirements for Vendors and Regional Centers); § 54500, et seq. (Conflicts of Interest); and § 56001, et seq. (Residential Services and Quality Assurance Regulations).

(d) Title 22 California Code of Regulations § 80000, et seq. (General Licensing Requirements) and § 85000, et seq. (Adult Residential Facilities).

(e) Provider shall also comply with the provisions of the Fair Employment and Housing Act (Government Code § 12900, et seq. and § 11135-11139.8) and the regulations promulgated thereunder (Title 2 California Code of Regulations § 7285.1, et seq.).

CONFLICT OF INTEREST

11. Provider and San Diego Regional Center agree to act in the course of their duties solely in the best interests of Clients and their families and to prevent any conflict of interest as specified in Welfare & Institutions Code § 4626. Provider shall act in an independent capacity from the State of California and San Diego Regional Center.

AUDIT PROVISIONS

12. Provider agrees to maintain books, records, documents, and other evidence relating to all income, expenses, and services relating to and/or affecting the performance of this Agreement and will maintain and preserve such items until 5 years after the service has been performed and to permit San Diego Regional Center, the State of California, or any of their respective duly authorized agents, to have access to and to examine, photocopy, and audit any relevant books, documents, papers, records, and other evidence relative to this Agreement. Provider agrees to retain all vendor records and make all applicable records available pursuant to Title 17 California Code of Regulations § 50603, et seq. Provider agrees to obtain an independent audit or independent review report of its financial statements as required and where applicable under Welfare & Institutions Code § 4652.5.

13. Provider agrees to utilize and be bound by Title 17 California Code of Regulations § 50700, et seq. should it elect to appeal any audit findings and/or recommendations and shall accept all financial responsibility for said audit findings and/or recommendations disclosed by audit and will promptly repay amounts owed unless appealed and liquidation is stayed pursuant to Title 17 California Code of Regulations § 50705.

INDEPENDENT CONTRACTOR

14. Provider hereby agrees that it is engaged in an independent business and agrees that in the performance of this Agreement, it shall act as an independent contractor and not as an employee of San Diego Regional Center. Provider has and hereby retains full control of all of the employment, compensation, and disclosure of employees of Provider assisting in its performance of this Agreement. Except as otherwise provided, as an independent contractor, Provider shall be solely responsible for determining the means and methods for performing the services under this Agreement, as described in the Program Design (Exhibit A).

CLIENTS' RIGHTS

15. (a) Provider agrees to adopt a written internal procedure to resolve Client grievances pursuant to Welfare & Institutions Code § 4705. Provider agrees to periodically review the written internal grievance procedure and to document its review at least once per year.

(b) Provider agrees to abide by San Diego Regional Center's Zero Tolerance Policy regarding Client abuse or mistreatment (Exhibit D). Each and every employee, agent, officer, and director of Provider is obligated to report any instance of observed or suspected mistreatment of a Client. In the event that any such Client abuse is observed or suspected, Provider must immediately report said observed or suspected abuse to San Diego Regional Center, as well as to Adult Protective Services, Department of Children and Family Services, and/or law enforcement within 24 hours. Provider is hereby advised that this provision does not contain all applicable reporting laws, and that Provider is charged with complying with and is encouraged to review Welfare & Institutions Code § 15630, 15633, 15633.5, 15658, and California Penal Code § 11166. Failure to comply with this section shall result in the termination of this Agreement.

TERMINATION

16. (a) This Agreement may be terminated early by San Diego Regional Center by giving 30 days written notice to Provider of termination and the basis for termination as determined by San Diego Regional Center or the Department of Developmental Services.

San Diego Regional Center may terminate this Agreement early where funding is either not available or withheld from San Diego Regional Center by the Department of Developmental Services. San Diego Regional Center may terminate this Agreement upon Provider's failure to comply with any of the terms of this Agreement, the terms of any other agreement/contract between Provider and San Diego Regional Center, any Purchase of Service authorization, applicable Federal and State statutes or regulations governing the service program and/or the provisions of services to persons with developmental disabilities, or any other grounds arising under statute or regulation as determined by San Diego Regional Center in its sole discretion.

This right of termination belonging to San Diego Regional Center may be exercised without prejudice to any other remedy to which it may be entitled at law or under this Agreement, and termination hereunder will relieve San Diego Regional Center of the payment of further consideration to Provider.

(b) Provider must give 60 days written notice of its termination of this Agreement to San Diego Regional Center.

(c) To the extent that Provider has provided services prior to termination for which it is entitled to payment, San Diego Regional Center will pay Provider in accordance with the provisions of Paragraph 6.

(d) Any early termination of this Agreement by San Diego Regional Center or Provider must be in compliance with the requirements set forth in statute and regulation including, but not limited to, Welfare & Institutions Code § 4502, 4646, 4646.3, 4648, 4710, and 4741.

ASSIGNMENT

17. Provider shall not assign, transfer, or subcontract any of the services for which Provider is vendored. Provider shall not assign, transfer, or subcontract any of its other rights, burdens, duties, or obligations under this Agreement without prior written consent of San Diego Regional Center. Any such consent shall not relieve Provider from full and direct responsibility for all services provided, and Provider agrees San Diego Regional Center assumes no liability arising from granting or withholding consent.

TIME OF THE ESSENCE

18. Time is of the essence in this Agreement. A breach of the time requirements set forth in this Agreement will be viewed as a material breach entitling San Diego Regional Center to terminate this Agreement.

INSURANCE

19. (a) Throughout the term of this Agreement, Provider will, at its sole cost and expense, provide both comprehensive liability insurance coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) and worker's compensation insurance, with both types of insurance fully covering and indemnifying San Diego Regional Center, Provider, and the State of California as their respective interests may appear against any loss because of injury or damage to persons or property during the performance of this Agreement. To the comprehensive liability insurance coverage, Provider will add San Diego Regional Center as an Additional Insured with the same terms of coverage as for itself and primary over any other available insurance. Said coverage shall include all operations and subcontract work performed hereunder, all contractual obligations incurred in connection herewith, all products and all vehicles, whether owned or non-owned by Provider and used in connection herewith. All such liability insurance referred to herein shall be primary and non-contributory to any insurance carried by San Diego Regional Center or the State of California. Provider shall not commence work under this Agreement until it has obtained all required insurance, and certificates of insurance have been delivered to and approved by San Diego Regional Center.

(b) Provider's insurance shall be issued by insurance carriers licensed to transact business in the State of California. Certificates of insurance and policies shall include the following clause: "This policy shall not be cancelled, reduced in required limits of liability, or modified as to coverage until notice has been given to San Diego Regional Center of such cancellation, reduction, or modification. The date of cancellation or modification shall not be less than 30 days after written notice is given."

(c) In the event Provider fails or neglects, upon commencing the work hereunder, immediately to obtain such public liability and property damage insurance and to furnish San Diego Regional Center with certificates thereof, then in that event, San Diego Regional Center shall have the right, but not the duty, to provide said insurance and deduct from any money that may be due to Provider hereunder any and all premiums paid by San Diego Regional Center for said insurance. Provider will deliver to San Diego Regional Center a copy of Provider's liability insurance upon request.

INDEMNIFICATION

20. To the extent permitted by law, Provider agrees to defend, hold harmless, and indemnify San Diego Regional Center and the State of California and their respective officers, directors, employees, and agents from any and all claims, losses, damages, legal actions, arbitrations, mediations, or liabilities of any kind whatsoever (including those for personal injuries, death,

damage to property, or claims by employees of Provider), directly or indirectly related to any act or omission of Provider, its employees, agents, or officers arising out of Provider's performance of this Agreement. Provider shall not require any Client to indemnify Provider as a condition for services.

ATTORNEYS' FEES

21. If any action or proceeding at law is commenced to enforce any provision or rights under this Agreement, the unsuccessful party to such action or proceeding as determined by the court in a final judgment or decree, shall pay the prevailing party all costs, expenses, and reasonable attorneys' fees incurred therein (including, without limitation, such costs, expenses, and attorneys' fees on any appeal). Such costs, expenses, and attorneys' fees shall be awardable as part of the prevailing party's judgment or decree.

GENERAL PROVISIONS

22. Information relating to receipt of individual Client services under this Agreement will be made available to San Diego Regional Center, as needed or upon request, to assure that necessary services are provided and to meet the provisions of this Agreement. Documents and records related to Clients maintained by San Diego Regional Center will be shared with Provider upon reasonable notice and receipt of appropriate releases. Provider will assure that these materials will be kept confidential in accordance with Welfare & Institutions Code § 4514.

23. Provider shall not deny this Agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, sexual preference, age, physical or mental disability; nor shall Provider discriminate unlawfully against any employee or applicant for employment. Provider shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

24. Provider shall comply with all State and Federal privacy and security laws and protect against data breaches at all times, including by complying with the Health Insurance Portability and Accountability Act ("HIPAA"). San Diego Regional Center shall not be held responsible for any HIPAA breach by Provider or Provider's employees, agents, officers, or directors. Provider shall timely report to San Diego Regional Center all changes in vendor information and all breaches (including possible breaches) of information security. Provider shall also protect Clients' privacy rights by complying with Welfare & Institutions Code § 4514.

25. Pursuant to Welfare & Institutions Code § 4629.7, Provider may spend no more than 15% of funds received from San Diego Regional Center on administrative costs.

26. If Provider maintains a website, Provider shall conspicuously post on its website, an updated link to the Department of Developmental Services's page that provides a description of the appeals procedure and telephone number for appeals procedure questions.

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

NOTICES

28. All notices or other communications to either Party shall be deemed given when made in writing and deposited in the U.S. Post Office, addressed as follows:

To: San Diego Regional Center
Attention: Community Services
4355 Ruffin Road, Suite 104
San Diego, CA 92123

To: Pride Industries
ATTENTION: Kathy Lopez-
7710 Hazard Center Dr. STE. E PMB 43
San Diego, CA 92108

ENTIRE AGREEMENT

29. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior agreements, representations, and understandings of the Parties, either oral or written. No amendment or modification of this Agreement shall be binding unless executed in writing by all Parties, and any such amendment or modification shall comply with the requirements of all applicable statutes and regulations.

GOVERNING LAW

30. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be construed pursuant to and in accordance with the laws of the State of California. The venue for any dispute is San Diego, California.

I HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF THIS AGREEMENT AND AM AUTHORIZED TO SIGN AND BIND THE ENTITY.

San Diego-Imperial Counties
Developmental Services, Inc.
dba San Diego Regional Center

Provider

By: _____
Dulce Morin, Chief Financial Officer

By: 
Kathy Lopez-Shaughnessy

Workforce Inclusion Compliance Manager
10-29-2024

Date: _____

Date: _____

APPROVED



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Sacramento CA Office 2277 Fair Oaks Blvd. Suite 250 Sacramento CA 95825 USA	CONTACT NAME: PHONE (A/C. No. Ext): (916) 369-4800 FAX (A/C. No.): (847) 953-2283		
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED PRIDE Industries PRIDE Industries One, Inc. 10030 Foothills Blvd. Roseville CA 95747 USA	INSURER A: Tokio Marine Specialty Insurance Company		23850
	INSURER B: Hartford Fire Insurance Co.		19682
	INSURER C: Hartford Casualty Insurance Co		29424
	INSURER D: Lexington Insurance Company		19437
	INSURER E: Berkshire Hathaway Specialty Ins Company		22276
	INSURER F: ACE American Insurance Company		22667


COVERAGES	CERTIFICATE NUMBER: 570107158133	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	72COT4332	07/01/2024	07/01/2025	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			72AB0I4333	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			065463186 42XSF31612504	07/01/2024 07/01/2024	07/01/2025 07/01/2025	EACH OCCURRENCE	\$10,000,000
E							AGGREGATE	\$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	72WEOI4331	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
			N/A				E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	Contractors Pollution Liability			PPK2431659	07/01/2022	07/01/2025	Aggregate Limit	\$10,000,000
							Per Occurrence Limit	\$10,000,000
							SIR/Deductible	\$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Agreement P-18-08 for Landscape Maintenance Services at various Agency facility. Placer County Water Agency, its officials, officers, employees and designated volunteers are named additional insured with respect to General Liability and Auto Liability on a primary basis only when there is a written contract or written agreement between the named insured and the additional insured, and with regard to work performed by or on behalf of the named insured. GL, Auto, WC Waiver of Subrogation applies per the attached.

CERTIFICATE HOLDER**CANCELLATION**

Placer County Water Agency Insurance Compliance PO Box 100085-FN Duluth GA 30096 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Holder Identifier :

Certificate No : 570107158133





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED PRIDE Industries	
POLICY NUMBER See Certificate Number: 570107158133			
CARRIER See Certificate Number: 570107158133	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G: Affiliated FM Insurance Co.	10014
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
D	Miscellaneous Liability Coverages			013001526 SIR applies per policy terms & conditions	07/01/2024	07/01/2025	Sexual Misconduct	\$5,000,000
							Consigned Inventory	\$40,000,000
G				1121071 Consigned Inventory	07/01/2024	07/01/2025		
F	Cyber Liability			D96244083 SIR applies per policy terms & conditions	07/01/2024	07/01/2025	Cyber Liability	\$5,000,000
F	E&O - Miscellaneous Professional-Primary			D96244083	07/01/2024	07/01/2025	Professional Liability	\$10,000,000
							Prof Liab Agg - All	\$10,000,000

Exhibit A: Program Design

Scope of Work

Vendor Number: HQ1581 Sub Code: PIPW

Our Program

Mission

Our mission is to create employment for people with disabilities. Vision

Location

PRIDE Industries serves individuals in the San Diego area
The business location is 7710 Hazard Center Drive Suite E PMB 243, San Diego, CA 92108

Operating Hours

San Diego Office Hours: Monday – Friday 8:00 AM to 4:30 PM
Employment Coaches may provide coaching and support as needed outside of office hours.

Projected Number of Clients Served

Individual Placement has no cap on services provided. PRIDE Industries intends to recruit additional staff to meet the needs of the community.

Paid Internship Program

Purpose

The purpose of PRIDE Industries' Employment Coaching is to provide job opportunities in the community with support.

Goals

To provide services designed to obtain and retain competitive employment with on-the-job and off-the-job support for persons served with disabilities. Areas of emphasis include improved work performance, cultivation of desirable worker traits, development of transferable skills and positive interaction with co-workers and supervisors.

Implementation of PIP:

Internships will:

- not exceed 1,040 hours over the course of 12 months.
- be made into competitive, integrated environments.
- be at least minimum wage and will be consistent with the customary wage for the same work done by employees without disabilities.

- develop vocational skills that will facilitate paid employment opportunities in the future.
- will be consistent with vocational goals as described in the IPP.

Program Eligibility

Entrance Criteria

- Be 18 years of age or older and eligible for Regional Center services
- Have documentation of diagnosed disability such as medical, psychological etc.
- Available relevant information regarding medical/personal/educational/ employment history
- Be able to perform activities of daily living (toileting, feeding, medication) independently
- Current Individual Program Plan
- Current CDER
- Meet guidelines for fee sponsorship, generally Regional Center, Department of Rehabilitation, or private pay
- Possess I-9 documentation
- Must be able to pass required background clearances and drug testing in accordance to contract
- Referring party and PRIDE Industries determines and verifies individual's potential to benefit from services offered
- Express an interest and desire in participating in services offered
- Be responsible for transportation to and from designated service or employment location unless other options are available

Exit Criteria

- Individual chooses to leave program
- Individual obtains an individual competitive integrated placement where follow along job coaching is no longer needed
- If an individual does not demonstrate the ability to benefit from these services, he/she will be recommended for referral to the appropriate service option to be agreed upon by the individual, rehabilitation support team and Regional Center representative.
- Medical, physical, and psychological changes
- Separation of employment by employer
- Individual utilizes all their approved PIP hours

Hiring Process

The Hiring Process requires applicants to have a referral form, registration packet, I-9 documents, a W4, and an employment agreement.

FMS Responsibilities

PRIDE Industries is the employer of record and supports participants with ensuring their timecards are accurate and completed timely, distributes paychecks via direct deposit or mailed check, and provides paystubs and tax documentation. This ensure the participant is supported with all employment needs. PRIDE Industries follows all local, state, and federal regulations. PRIDE Industries will utilize the vendor number HQ1581, sub code PIPW to offer this service.

Quality Assurance

Incident Reporting

The safety and wellbeing of all participants is a top priority for PRIDE Industries. To ensure the safety and wellbeing of all participants, PRIDE Industries requires participants to report the following information to their staff:

- Work-related injuries, including injuries that result in Workers Compensation
- Safety concerns
- Changes in job duties or location
- Any harassment or discrimination
- Termination of employment by the customer

Data Collection

PRIDE Industries' Mission and Vision is the motivation behind our desire to ensure our goods and services are meeting the needs of the customer, operational expectations and support the individual served.

PRIDE Industries utilizes a comprehensive case management system to capture

Reporting Requirements:

PRIDE Industries will report the following PIP and CIE data to the regional center annually:

- Monthly PIP data submitted to the SDRC Employment Coordinator.
- Submit the PIP exit report within 30 days of an internship ending to the Employment Coordinator. Vendors must notify the Employment Coordinator if an internship ends earlier than expected.
- Submit the PIP incentive request to the Employment Coordinator for review.
- Submit the CIE incentive request to the Employment Coordinator for review. A paystub is required to verify the milestone. If a paystub is not an option, the vendor should submit other proof to verify the milestone (example: Letter from employer or IHSP).
- Employment-related supports provided by another agency or individual to the intern.
- Number of interns who subsequently entered paid employment, including salary and benefit information.

- Any additional information, as determined by the San Diego Regional Center, and the Department of Developmental Services.

Program Design Modifications

Approval Process

Modifications to the original program design must be submitted to the Regional Center for review and approval; upon receipt of approval implementation may proceed.

Notification Process

Upon receipt of the Regional Center's approval for program design modifications, PRIDE Industries will notify in writing the following parties:

- Consumers or authorized representatives
- Department of Developmental Services
- Department of Rehabilitation

This notification must occur at least thirty days prior to the implementation of the modification. If appropriate, PRIDE Industries will schedule a stakeholder meeting to present the program design modification (justification, timeline for implementation, evaluation of change and feedback opportunities). The purpose of the meeting will be to promote communication and cultivate support for the program design modification.

Exhibit B: Established Rate



San Diego Regional Center
4355 Ruffin Road, San Diego, CA 92123
858-576-2996 / www.sdrc.org

Serving individuals with developmental disabilities in San Diego and Imperial Counties

10/2/2024

Emily Lopretta
Pride Industries
7710 Hazard Center Drive Suite E PMB 43
San Diego, CA 92108

RE: Vendor #: HQ1581
Effective: 10/2/2024
As a/an: Individual Placement/Paid Internship Program (Employer of Record)
Service Code: 952
Sub Code: PIPW

Dear Emily Lopretta:

Your application to participate in serving persons with developmental disabilities has been received and reviewed. We are pleased to inform you that you have been added to the current list of approved vendors. This letter is a vendor approval only and is not intended to be a part of any contract or purchase of service authorization between you and the Regional Center.

Your rate for Paid Internship Program (PIPW) is: \$1.00 Variable

When the services you provide are needed, persons with developmental disabilities will be referred to you and specific services will be authorized in advance by the referring Regional Center. Any of the 21 Regional Centers in California may refer a consumer to you for service. Regional Center funding can only be used when other services are not available (e.g., insurance, grants, or other such financial support).

In those cases where Regional Center funding is required, a request for purchase of service (POS) form authorizing such funding must be received and approved by the Regional Center prior to providing the services. You will be paid by the Regional Center in strict accordance with the terms of the purchase of service authorization.

Vendorization is valid during the effective period of any license, credential, registration, certification or permit required, and that vendorization will not continue if the required document is suspended or revoked. You will need to send the vendoring regional center a copy of any renewed license and liability insurance to assure that a current copy is on file.

Thank you for your interest in providing services to persons with developmental disabilities. Please feel free to contact me if you have any questions.

Sincerely,

Paul Quinones
Employment Specialist Assistant
Community Services Department
paul.quinones@sdrc.org
(858) 576-2833

xc: Vendor File

DEPARTMENT OF DEVELOPMENTAL SERVICES

1215 O Street, MS 8-30
Sacramento, CA 95814
TTY: 711
(916) 654-1958



August 24, 2021

TO: REGIONAL CENTER EXECUTIVE DIRECTORS

SUBJECT: GUIDELINES FOR IMPLEMENTATION OF CHANGES TO THE PAID
INTERNSHIP PROGRAM EFFECTIVE JULY 2021

A. PURPOSE

Welfare and Institutions (W&I) Code section 4870 (Enclosure A) was amended as of July 16, 2021, pursuant to Assembly Bill 136. W&I Code section 4870(d) authorizes funding to the Department of Developmental Services (Department) for a paid internship program (PIP). The purpose of the program is to increase the vocational skills and abilities of consumers who choose, through the Individual Program Plan (IPP) process, to participate in a paid internship. Goals of this program include the acquisition of experience and skills for future paid employment, or for the internship itself to lead to full- or part-time paid employment in the same job. The purpose of this correspondence is to delineate changes to W&I Code section 4870 and the subsequent changes to the "Guidelines for Implementation of the Paid Internship Program" issued by the Department on July 28, 2016 (Enclosure B).

B. IMPLEMENTATION AND FUNDING

Internship Funding

Internships are predicated on the person-centered planning process. Regional centers are responsible for informing consumers and the community about changes to the PIP. A consumer may participate in more than one paid internship, as determined through the IPP process.

As of July 16, 2021, the revised funding guidelines for the PIP are as follows [W&I Code sections 4870(a)(1) to (3)]:

- (1) Internships shall not exceed 1,040 hours per year for each individual placed in an internship.
- (2) Payments for internship hours under this program shall include all required employer-related costs.
- (3) Individuals participating in an internship shall be paid at or above minimum wage and equal to the customary wage paid by the employer for the same or similar work performed by individuals who do not have disabilities.
- (4) The sub-code "PIPW" should be added to existing service codes to indicate payment of wages and employer-related costs. This new sub-code is available for use now.

"Building Partnerships, Supporting Choices"

Regional Center Executive Directors
August 24, 2021
Page two

Current paid internships that began prior to July 16, 2021, should be converted to the maximum number of hours (1,040), including the number of hours already completed.

Placement Incentive Funding

W&I Code sections 4870(a)(4) and (5) authorize payments to regional center service providers for placement of an individual in a paid internship.

- (1) A payment of seven hundred fifty dollars (\$750) shall be made to the regional center service provider if both of the following apply:
 - The regional center provider places an individual in a paid internship opportunity on or after July 1, 2021.
 - That individual remains in the paid internship after 30 consecutive days.
- (2) An additional payment of one thousand dollars (\$1,000) shall be made to the regional center provider for an individual described in paragraph (1) who remains in the paid internship for 60 consecutive days from the date of placement.
- (3) The sub-code "PIP30" should be added to existing service codes to indicate achievement of the 30-day milestone. The sub-code "PIP60" should be added to existing service codes to indicate achievement of the 60-day milestone. These new sub-codes are available for use now.

If you have questions about this correspondence, please contact Michael Luna at (916) 654-2208, or email at Michael.Luna@dds.ca.gov.

Sincerely,

Original Signed by:

ERICA REIMER SNELL
Deputy Director
Community Services Division

Enclosures

cc: Regional Center Administrators
Regional Center Directors of Consumer Services
Regional Center Community Services Directors
Amy Westling, Association of Regional Center Agencies
Brian Winfield, Department of Developmental Services
Maricris Acon, Department of Developmental Services
Ernie Cruz, Department of Developmental Services
Michael Luna, Department of Developmental Services

Welfare and Institutions Code Section 4870

4870. (a) To encourage competitive integrated employment opportunities statewide for individuals with developmental disabilities, the department shall establish guidelines and oversee a program, to the extent funds are appropriated in the annual Budget Act for this purpose, to increase paid internship opportunities for individuals with developmental disabilities that produce outcomes consistent with the individual program plan. The department shall consult with the State Council on Developmental Disabilities, regional centers, employers, supported employment provider organizations, and clients' rights advocates, to establish a program that shall be administered by community service providers and that meets all of the following criteria:

(1) Internships shall not exceed 1,040 hours per year for each individual placed in an internship.

(2) Payments for internship hours under this program shall include all required employer-related costs.

(3) Individuals participating in an internship shall be paid at or above minimum wage and equal to the customary wage paid by the employer for the same or similar work performed by individuals who do not have disabilities.

(4) A payment of seven hundred fifty dollars (\$750) shall be made to the regional center service provider if both of the following apply:

(A) On or after July 1, 2021, the regional center provider places an individual in a paid internship opportunity.

(B) That individual remains in the paid internship after 30 consecutive days.

(5) An additional payment of one thousand dollars (\$1,000) shall be made to the regional center provider for an individual described in paragraph (4) who remains in the paid internship for 60 consecutive days.

(6) Placements shall be made into competitive, integrated work environments.

(7) Placements shall be made into internships that develop vocational skills that will facilitate paid employment opportunities in the future.

(8) Regional centers shall increase awareness of these internships to consumers outside of current employment programs through outreach to consumers once the program is implemented, as well as during the individual program plan process.

(b) The department shall require annual reporting by regional centers and vendors that ensures program accountability and achievement of program goals. This shall include, but is not limited to, all of the following:

(1) The number of interns placed who might not otherwise have achieved the placement absent this internship program.

(2) Types of employment in which interns are placed.

(3) Length of internships.

- (4) Demographic information of interns.
- (5) Amount of each intern placement payment.
- (6) Employment-related supports provided by another agency or individual to the intern.
- (7) Number of interns who subsequently entered paid employment, including salary and benefit information.
- (8) Any additional information, as determined by the department.

(c) (1) The department shall include in its annual May Revision fiscal estimate a description of the implementation of the program, including, but not limited to, a description of the stakeholder consultation, the data described in subdivision (b), aggregated by regional center and statewide, and any recommendations for program changes that may be necessary or desirable to maximize program effectiveness and accountability.

(2) It is the intent of the Legislature that the amounts included in this section be considered for changes or adjustments as part of the budget process that develops the budget for the 2025–26 fiscal year.

(d) Consistent with the individual program plan, the program shall increase sustained and appropriate competitive integrated employment placements by regional center service providers, as follows:

(1) A payment of one thousand dollars (\$1,000) shall be made to the regional center service provider that, on or after July 1, 2016, places an individual into competitive integrated employment, and the individual is still competitively employed after 30 consecutive days, as described in subdivision (o) of Section 4851 and subdivision (d) of Section 4868.

(2) An additional payment of one thousand two hundred fifty dollars (\$1,250) shall be made to the regional center service provider for an individual described in paragraph (1) who remains in competitive integrated employment for six consecutive months.

(3) An additional payment of one thousand five hundred dollars (\$1,500) shall be made to the regional center service provider for an individual described in paragraphs (1) and (2) who remains in competitive integrated employment for 12 consecutive months.

(4) Notwithstanding paragraphs (1) to (3), inclusive, effective July 1, 2021, until June 30, 2025, the competitive integrated employment incentive payments for each milestone shall be as follows:

(A) A payment of two thousand dollars (\$2,000) if the individual is still engaged in competitive employment after 30 consecutive days, as described in subdivision (o) of Section 4851 and subdivision (d) of Section 4868.

(B) An additional payment of two thousand five hundred dollars (\$2,500), if the individual in subparagraph (A) remains in competitive integrated employment for six consecutive months.

(C) An additional payment of three thousand dollars (\$3,000), if the individual in subparagraph (B) remains in competitive integrated employment for 12 consecutive months.

(e) Regional centers shall annually report to the department the payments for placements pursuant to subdivision (d). The information shall be reported in a format determined by the department, and shall include the number of individuals placed in internships or other employment as described in this section each year.

(f) The payments made pursuant to this section shall not be in addition to the placement payments made pursuant to subdivision (d) of Section 4860.

(g) Regional center service providers that place individuals into internships under subdivision (a) are not eligible for the employment placement incentives under this section, until the individual is transitioned into a competitive integrated employment placement that is not funded as an internship.

(Amended by Stats. 2021, Ch. 76, Sec. 52. (AB 136) Effective July 16, 2021.)

DEPARTMENT OF DEVELOPMENTAL SERVICES

1600 NINTH STREET, Room 320, MS 3-9
SACRAMENTO, CA 95814
TTY (916) 654-2054 (For the Hearing Impaired)
(916) 654-1958



July 28, 2016

TO: REGIONAL CENTER EXECUTIVE DIRECTORS

SUBJECT: GUIDELINES FOR IMPLEMENTATION OF PAID INTERNSHIP PROGRAM

A. PURPOSE

Welfare and Institutions Code (WIC) was amended to add section 4870 (enclosed) to encourage competitive integrated employment (CIE) for individuals with developmental disabilities (consumers). CIE is full- or part-time work for which an individual is paid minimum wage or greater in a setting with others who do not have disabilities. Section 4870 authorizes funding to the Department of Developmental Services (Department) for a paid internship program. The purpose of the program is to increase the vocational skills and abilities of consumers who choose, via the Individual Program Plan (IPP) process, to participate in an internship. Goals of this program include the acquisition of experience and skills for future paid employment, or for the internship itself to lead to full- or part-time paid employment in the same job. This correspondence provides guidance for the implementation of the paid internship program. The guidelines were developed as a collaborative effort, with input from various stakeholders, as a result of two statewide meetings and other means.

B. IMPLEMENTATION

Internships are predicated on the person-centered planning process. Regional centers are responsible for informing consumers and the community about the paid internship program.

Guidelines for the paid internship program are as follows:

1. Regional centers should work with service providers to provide outreach to consumers, families, schools, potential employers and any other entities to facilitate the success of the internship program.
2. Internship wages will be, at least, state or local minimum wage. [WIC 4868(d)(I)]

"Building Partnerships, Supporting Choices"

3. Consumers 18-22 years of age, who are in school and interested in participating in the paid internship program, may be eligible; however, regional centers must comply with WIC Section 4648.55.
4. Beginning July 1, 2016, regional centers shall provide each consumer eligible to work with information about the option of participating in a paid internship. For those consumers who choose an internship, the IPP will describe the consumer's goal for the internship. [WIC 4869(a)(1-6)]
5. Regional centers shall make information available to service providers wishing to participate in the paid internship program.
 - The suffix "PIP" will be added to existing service codes as a sub-code (e.g., 952-PIP).
 - The Department will issue a technical bulletin regarding the use of this sub-code.
 - Regional centers shall approve addendums to service providers' program designs describing the services and supports created to assist consumers in achieving the person-centered goal of paid internships.
6. Internship funds may be available for consumers for a variety of models, including self-employment enterprises and apprenticeships, and other business opportunities that can lead to future paid employment. All businesses participating in the paid internship program must operate in compliance with California State laws.
7. There is no minimum or maximum hour requirement; however, there is a cap on funding as specified below.

C. FUNDING

Regional centers will be reimbursed for internship payments through the regular claiming process. The employer of record, as detailed below, will be reimbursed by the regional center after verifying payment to the intern. The maximum funding for payment of an internship is \$10,400 per year, per consumer. [WIC 4870(a)(1)] Multiple paid internships may be possible, as determined through the IPP process.

The intern is paid by the employer of record, established in one of the following ways:

1. By employer (paid internship entity):
 - The employer is responsible for paying payroll and mandated employer costs.
 - The employer bills, and is reimbursed by, the service provider placing and supporting the individual in the paid internship.
 - The service provider bills the regional center.
2. By Financial Management Service (FMS):
 - The employer provides the FMS with an accounting of wages and associated mandated employer costs.
 - The FMS acts as the employer of record and is responsible for payroll and mandated employer costs.
 - The FMS bills, and is reimbursed by, the regional center.
3. By service provider:
 - The employer provides the service provider placing and supporting the individual in the internship with an accounting of wages and associated mandated employer costs.
 - The service provider pays the individual for wages and associated mandated employer costs as represented by the employer.
 - The service provider bills, and is reimbursed by, the regional center.

The Department may amend the above funding mechanisms based on experience gained through implementation of the internship program.

D. DATA COLLECTION

To ensure program accountability and achievement of program goals [WIC 4868© (3-6)], regional centers and service providers are required to report (in a format to be determined by the Department) to the Department by October 1, 2017, and each October 1 annually, the following:

1. Types of internship placements, including the setting and type of work performed;
2. Length of internships;
3. Demographic information of interns;
4. Payment amount of each intern placed, specified by wages and payroll costs, if any;

Regional Center Executive Directors
July 28, 2016
Page four

5. Employment-related supports provided to the intern by any agency, service provider or individual;
6. Number of interns who subsequently entered paid employment, including salary, benefit information and employment start date;
7. Number of interns placed who might not have otherwise achieved placement without an internship program, including a description of what was successful; and,
8. Any additional information, as determined by the Department.

The Department will issue additional guidance to regional centers on data collection requirements in the future.

If you have questions about this correspondence, please contact Denyse Curtright at (916) 654-2208, or by electronic mail at denyse.curtright@dds.ca.gov.

Sincerely,

Original signed by

BRIAN WINFIELD
Acting Deputy Director
Community Services Division

Enclosure

cc: Regional Center Chief Counselors
Regional Center Administrators
Association of Regional Center Agencies

Welfare and Institutions Code, section 4870

4870. (a) To encourage competitive integrated employment opportunities statewide for individuals with developmental disabilities, the department shall establish guidelines and oversee a program, to the extent funds are appropriated in the annual Budget Act for this purpose, to increase paid internship opportunities for individuals with developmental disabilities that produce outcomes consistent with the individual program plan. The department shall consult with the State Council on Developmental Disabilities, regional centers, employers, supported employment provider organizations, and clients' rights advocates, to establish a program that shall be administered by community service providers and that meets all of the following criteria:

(1) Payments for internships shall not exceed ten thousand four hundred dollars (\$10,400) per year for each individual placed in an internship.

(2) Placements shall be made into competitive, integrated work environments.

(3) Placements shall be made into internships that develop skills that will facilitate paid employment opportunities in the future.

(4) Regional centers shall increase awareness of these internships to consumers outside of current employment programs through outreach to consumers once the program is implemented, as well as during the individual program plan process.

(b) The department shall require annual reporting by regional centers and vendors that ensures program accountability and achievement of program goals. This shall include, but is not limited to, all of the following:

(1) The number of interns placed who might not otherwise have achieved the placement absent this internship program.

(2) Types of employment in which interns are placed.

(3) Length of internships.

(4) Demographic information of interns.

(5) Amount of each intern placement payment.

(6) Employment-related supports provided by another agency or individual to the intern.

(7) Number of interns who subsequently entered paid employment, including salary and benefit information.

(8) Any additional information, as determined by the department.

(c) The department shall include in its annual May Revision fiscal estimate a description of the implementation of the program, including, but not limited to, a description of the stakeholder consultation, the data described in subdivision (b), aggregated by regional center and statewide, and any recommendations for program changes that may be necessary or desirable to maximize program effectiveness and accountability.

Exhibit C: Special Incident Reporting

IV. REPORTING PROCEDURE

After taking appropriate emergency action, LICENSEE shall report events as listed below to the appropriate agency by telephone as soon as possible but not later than the listed time frames. The families or other LEGALLY AUTHORIZED REPRESENTATIVE of a minor or conservator of an adult will be notified as soon as possible. LICENSEE shall submit a written report within forty-eight (48) hours to the Licensing Agency and REGIONAL CENTER explaining the circumstances. Concerns or suspected violation of licensing regulations governing the facility should be reported to:

	Community Care Licensing	Health Licensing
EVENT	AGENCIES/HOURS,	
1. Injuries/accidents/illnesses requiring medical attention or hospitalization	Regional Center and Licensing 24 Hours	
2. Unexplained absence	Regional Center and Licensing 24 Hours	
3. Fire/Explosion	Regional Center and Licensing and Local Fire Authority 24 Hours	
4. Incidents where residents caused injury to another	Regional Center and Licensing 24 Hours	
5. Incidents creating lawsuits or unfavorable publicity	Regional Center 24 Hours	
6. Epidemics, catastrophes, poisoning, etc.	Regional Center and Licensing and Public Health 24 Hours	
7. Suspected abuse or neglect	Regional Center and Licensing and Child or Adult Protective Services and Local Law Enforcement 24 Hours	
8. Death	Regional Center and Licensing 24 Hours	

PLEASE NOTE: If the incident occurs on a weekend or holiday and does not require action by the REGIONAL CENTER, notification may occur early on the next working day. Notification to Licensing must be made during work hours.

CONFIDENTIAL CLIENT INFORMATION
W&I CODE, SECTION 4524

**San Diego Regional Center
SPECIAL INCIDENT REPORT**

(For SDRC Vendors and Long Term Care Facilities)

(Retain copy of this report in consumer's file, Notify CCL/SDRC within 24 hours of occurrence of incident and submit to SDRC written report within 48 hours and to CCL within 7 days of occurrence)

TO: _____, SDRC Service Coordinator

SECTION I

Consumer's Name: _____ UCI#: _____
Date of Birth: _____ Age: _____ Gender: M _____ F _____
Date of Incident: _____ Time of Incident: _____
Date Reported to SDRC/Lic. Agency: _____ Date of Admission to Facility: _____
Location of Incident:

- Home of Family/Consumer Consumer's Residence Day program In-Patient hospice Job site
 In Transit (Vehicle) ER of Acute Hospital Community Acute Hospital, not ER School
 Other (Please specify) _____

Please indicate below the name of the place where the incident occurred. (Ex: Name of transportation, name of job site, name of foster home):

SECTION II

TYPE OF SPECIAL INCIDENT

<input type="checkbox"/> Death - Regardless of cause or location <input type="checkbox"/> Missing Person – law enforcement notified Consumer a victim of crime: <input type="checkbox"/> Burglary <input type="checkbox"/> Larceny <input type="checkbox"/> Robbery <input type="checkbox"/> Rape or attempt to rape <input type="checkbox"/> Aggravated assault Reasonably Suspected Abuse or Exploitation: <input type="checkbox"/> Physical abuse <input type="checkbox"/> Fiduciary abuse <input type="checkbox"/> Sexual abuse <input type="checkbox"/> Mental/emotional abuse <input type="checkbox"/> Physical/chemical restraint Reasonably suspected neglect including failure to: <input type="checkbox"/> Provide medical care <input type="checkbox"/> Prevent malnutrition <input type="checkbox"/> Protect from health and safety hazard <input type="checkbox"/> Assist in personal hygiene/provide food, clothing and shelter <input type="checkbox"/> Exercise the degree of care that a reasonable person would exercise in the position of having the care and custody of a elder or a dependent adult.	<u>A serious injury or accident requiring medical treatment including:</u> <input type="checkbox"/> Fracture <input type="checkbox"/> Dislocation <input type="checkbox"/> Laceration requiring sutures/stitches /staples/glue <input type="checkbox"/> Puncture wound requiring medical attention beyond first-aid <input type="checkbox"/> Bites that break the skin requiring medical attention beyond first-aid <input type="checkbox"/> Burns requiring medical attention beyond first-aid <input type="checkbox"/> Internal bleeding requiring medical attention beyond first-aid <input type="checkbox"/> Medication reaction requiring medical attention beyond first-aid <input type="checkbox"/> Any medication error: Name of medication(s)/dose/frequency: _____ <u>Unplanned/unscheduled hospitalization</u> <input type="checkbox"/> Respiratory illness <input type="checkbox"/> Seizure related <input type="checkbox"/> Diabetes related <input type="checkbox"/> Cardiac related <input type="checkbox"/> Internal infection <input type="checkbox"/> Wound/skin care <input type="checkbox"/> Nutritional deficiency/dehydration <input type="checkbox"/> Involuntary psychiatric hospitalization	Other incidents: <input type="checkbox"/> Suicide attempt <input type="checkbox"/> Diagnosis of communicable disease <input type="checkbox"/> Prone/supine containment <input type="checkbox"/> Violation of consumer rights <input type="checkbox"/> Aggressive act to self <input type="checkbox"/> Aggressive act to another consumer <input type="checkbox"/> Aggressive act to staff/family/visitors <input type="checkbox"/> Medical emergency/ER visit/not hospitalized <input type="checkbox"/> Property damage <input type="checkbox"/> Fire/explosion occurring in premises <input type="checkbox"/> Poisoning <input type="checkbox"/> Epidemic outbreak <input type="checkbox"/> Serious illness <input type="checkbox"/> Infestation of parasites/vectors <input type="checkbox"/> Injury accident <input type="checkbox"/> Pregnancy <input type="checkbox"/> Others (specify) _____
---	--	---

SECTION III

Description of Special Incident/Death

(Include conditions prior to incident/death, any consumer/staff involved)

(Please attach a separate page to capture all of the information. If hand writing, please make sure it is legible.)

SECTION III (continued)

Description of Alleged Perpetrator, if applicable: Not Applicable

Name: _____
Height: _____
Weight: _____
Age: _____

Relationship to Consumer:

- Another consumer
- Self
- Unknown
- Yes
- Hospital admission

- Relative/family member
- Non-vendor/employee of non-vendor
- Other individual known to consumer
- Vendor/employee of vendor
- No
- Urgent Care On Site

Medical Treatment Provided to Consumer?

If Yes, where? _____

Nature of injury/treatment _____

Follow-up treatment, if any: _____

Name and phone number of physician: _____

Name of mortician/funeral home (if applicable): _____

SECTION IV

Action(s) taken by vendor in response to Special Incident: _____

- Staff training
- Referral to Clinical Services
- Reported to other agencies
- Other (please specify) _____
- Policies revised
- Planning Team meeting
- Review/Revise behavior plan
- Staff terminated
- Staff suspended

Plan to prevent further occurrence/anticipated result: _____

Comments: _____

Name/Address/Phone # of any witness to the incident (if any): _____

Consumer is: Verbal Non-Verbal Ambulatory Non-Ambulatory

SECTION V

Parties/Agencies Notified:

Party/Agency	Name of Contact	Phone #	Date Notified
<input type="checkbox"/> APS/CPS	_____	_____	_____
<input type="checkbox"/> Law Enforcement	_____	_____	_____
<input type="checkbox"/> LTC Ombudsman	_____	_____	_____
<input type="checkbox"/> CCL/HDL	_____	_____	_____
<input type="checkbox"/> Coroner	_____	_____	_____
<input type="checkbox"/> Parent/Conservator/Guardian	_____	_____	_____
<input type="checkbox"/> Care Provider/Residence	_____	_____	_____
<input type="checkbox"/> Others (please specify)	_____	_____	_____

SECTION VI

Report Written By:

Name: _____

Title & Signature: _____

Reviewed By:

Name: _____

Title & Signature: _____

Date: _____

Facility/Vendor Name: _____

Vendor Address: _____

Vendor Number: _____

Phone Number: _____

DHS/CCL License #: _____

PLEASE FAX TO SDRC SERVICE COORDINATOR

SECTION VII

FOR SDRC USE ONLY

Action(s) taken/planned by SDRC:

- | | | |
|--|---|--|
| <input type="checkbox"/> Increased case management | <input type="checkbox"/> Increased clinical service | <input type="checkbox"/> Additional support and services |
| <input type="checkbox"/> Plan of corrective action | <input type="checkbox"/> Consumer relocated | <input type="checkbox"/> Additional services/supports declined |
| <input type="checkbox"/> Training and technical assistance | <input type="checkbox"/> Planning Team meeting | <input type="checkbox"/> Sanctions imposed |
| <input type="checkbox"/> Participate in discharge planning | | |
| <input type="checkbox"/> Other _____ | | |

Notification of agencies confirmed/verified: Yes No

Comments: _____

SERVICE COORDINATOR: _____	Signature: _____
Unit #: _____	Phone #: _____
Date SIR Received: _____	Date Sent to SIR Coordinator: _____

Service Coordinator to EMAIL both sides of this form to SIR Coordinator at sirs@sdrc.org if Special Incident reportable to DDS. If unable to EMAIL please fax to 858-496-4327

**Exhibit D:
Zero Tolerance Policy**



San Diego-Imperial Counties Developmental Services Inc. and San Diego Regional Center Zero Tolerance Policy

The San Diego-Imperial Counties Developmental Services, Inc. (SDICDSI), both members of the Board of Directors and employees, have zero tolerance for the abuse or neglect, in any form, of persons with developmental disabilities. This Zero Tolerance Policy regarding client abuse and neglect shall be posted on the San Diego Regional Center's (SDRC) website. The SDRC shall annually notify all its employees, service providers and long-term health care facilities serving SDRC clients of its Zero Tolerance Policy. The Zero Tolerance Policy notification shall specify:

- 1) That all SDRC, service provider and long-term health care facility employees serving SDRC clients are required to report, pursuant to Welfare & Institutions Code Section 15630, to the appropriate entities any incident or allegation of suspected abuse or neglect.
- 2) The entities for reporting suspected abuse or neglect.
- 3) That upon becoming aware of a reportable incident or allegation of abuse or neglect of a client, pursuant to Welfare & Institutions Code Section 15630, SDRC employees and the associated service provider or long-term health care facility employees, shall take immediate action to protect the health and safety of the involved client and all other clients receiving services from SDRC, the associated service provider or long-term health care facility.
- 4) That the SDRC, its service providers and long-term health care facilities serving clients shall ensure its respective employees are fully informed upon hire and annually thereafter regarding the SDICDSI/SDRC Zero Tolerance Policy and mandatory abuse and neglect reporting laws. Each employee must be knowledgeable of their responsibility to protect consumers from abuse and neglect, the signs of abuse and neglect, the process for reporting suspected abuse or neglect, and the consequences of failing to follow the law and enforce the Zero Tolerance Policy.

This Zero Tolerance Policy shall be incorporated into any new or revised contract, vendorization or other agreement for client services. Existing service providers and long-term health care facilities serving SDRC clients shall be informed of this Zero Tolerance Policy and the expectation of compliance with this policy. Existing service providers and long-term health care facilities serving SDRC clients shall also be informed that the SDICDSI and SDRC will utilize all remedies available to it in statute and regulations to protect the health and safety of its clients.

Approved by the SDICDSI Board of Directors on September 10, 2013.