## Contract Summary for Board of Directors Review/Approval

<table>
<thead>
<tr>
<th></th>
<th><strong>Provider Name (name facility or program):</strong></th>
<th>Wendy Chilcote DBA Wendy’s Guest Home El Cajon</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td><strong>Vendor #:</strong></td>
<td>HQ0269</td>
</tr>
<tr>
<td>3</td>
<td><strong>Type of Program:</strong></td>
<td>Adult Residential Facility Level 2 S</td>
</tr>
<tr>
<td>4</td>
<td><strong>Scope of Work/Program Design:</strong></td>
<td>Facility serves high functioning individuals and provides a 1:6 staff ratio</td>
</tr>
<tr>
<td>5</td>
<td><strong>Program Capacity:</strong></td>
<td>4 Beds</td>
</tr>
<tr>
<td>6</td>
<td><strong>Rate (hourly/daily/monthly):</strong></td>
<td>$5,202.00 per client per month less current SSI</td>
</tr>
<tr>
<td>7</td>
<td><strong>Total Potential Compensation:</strong></td>
<td>$5,202.00 – $1,211.77 (SSI)=$3,990.23 x 4 (clients) =$15,960.92 (monthly) x 60 (months) =$957,655.20</td>
</tr>
<tr>
<td>8</td>
<td><strong>Term of Contract:</strong></td>
<td>June 1 2022 – May 31, 2027</td>
</tr>
<tr>
<td>9</td>
<td><strong>Date of Initial Vendorization:</strong></td>
<td>1/16/2003</td>
</tr>
<tr>
<td>10</td>
<td><strong>Significant Changes from Previous Contract:</strong></td>
<td>Contract Renewal – Rates reflect rate survey implementation effective April 1, 2022</td>
</tr>
</tbody>
</table>
SERVICE PROVIDER AGREEMENT
RESIDENTIAL

IDENTIFICATION OF PARTIES

San Diego-Imperial Counties Developmental Services, Inc. dba San Diego Regional Center (“San Diego Regional Center”) and WENDY CHILCOTE DBA WENDY'S (“Provider”) mutually enter into this Service Provider Agreement (“Agreement”) as follows. San Diego Regional Center and WENDY CHILCOTE DBA WENDY'S 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 a monthly rate per consumer, less the consumer’s SSI, in accordance with rates
developed by State of California, Department of Developmental Services. Provider understands
that compensation rates under this Agreement may fluctuate based on actions of the Department
of Developmental Services due to factors such as rate schedules, rate studies, minimum wage,
Health & Safety waivers, and other actions by the Department of Developmental Services that
determine and affect the rate that Regional Centers are permitted to pay residential service
providers. Currently, the rate is $5,202.00 per month per consumer, less SSI as
indicated in the Established Rate, attached as Exhibit B and/or the Rate Page attached to the
Residential Placement Package. Total compensation for services under this Agreement shall not
exceed $957,655.20. 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:

WENDY CHILCOTE DBA WENDY’S
PO BOX 607
EL CAJON, CA 92022

TERM

8. Subject to the provisions of Paragraph 16, the term of this Agreement shall commence on
8/1/2022 and continue until 7/31/2027 (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: Negotiated Rate Budget/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 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, 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 vended. 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: WENDY CHILCOTE DBA WENDY'S
   Attention: WENDY CHILCOTE
   PO BOX 607
   EL CAJON, CA 92022

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

By: ________________________________
Michael Bell, Chief Financial Officer

Date: ________________________________

WENDY CHILCOTE DBA WENDY'S

By: ________________________________
Wendy chilcote Engle
LICENSEE

Date: 07/13/2022

APPROVED
CERTIFICATE OF LIABILITY INSURANCE

INSURED
Wendy & Clint Engle   DBA: 
WENDY’S GUEST HOME 
1592 E. Washington Ave 
El Cajon, CA 92019

CERTIFICATE NUMBER: PHPK2433207

INSURER(S) AFFORDING COVERAGE 
Philadelphia Insurance Company 18058

COVERAGES

COMMERCIAL GENERAL LIABILITY

POLICY NUMBER: PHPK2433207

DATE (MM/DD/YYYY) 07/08/22

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

☐ COMMERCIAL GENERAL LIABILITY
 ☑ OCCUR

GENL AGGREGATE LIMIT APPLIES PER:

☐ PRO
 ☑ JECT
 ☑ LOC

OTHER:

EACH OCCURRENCE $1,000,000

DAMAGE TO RENTED PREMISES (Ea occurrence) $100,000

MED EXP (Any one person) $5,000

PERSONAL & ADV INJURY $1,000,000

GENERAL AGGREGATE $1,000,000

PRODUCTS - COMPO/OP AGG $1,000,000

☐ AUTOMOBILE LIABILITY

XXXXXXX

COMBINED SINGLE LIMIT (Ea accident) $100,000

BODILY INJURY (Per person) $5,000

BODILY INJURY (Per accident) $5,000

PROPERTY DAMAGE (Per accident) $5,000

☐ WORKERS COMPENSATION

AND EMPLOYERS’ LIABILITY

PER STATUTE ☐ 
OTH- ☑
ER

☐ PROFESSIONAL LIABILITY

Each Claim Aggregate $1,000,000

3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH RESPECTS TO LIABILITY ONLY AT:

LOCATION: 1592 E. WASHINGTON AVE., EL CAJON, CA 92019

LICENSE #374602850

CERTIFICATE HOLDER
SIGNED:

SHERYL STUART

CANCELLATION

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

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