

Dream Building Consultants

SERVICE CONTRACT

THIS GENERAL SERVICE AGREEMENT is dated this _____ day of _____, _____ between :

Client Name: _____

Address: _____

And

Dream Building Consultants
28006 Bradley Rd. Ste. 105 #1023
Menifee, CA 92586

SERVICES PROVIDED

- The client agrees to have Dream Building Consultants provide the following services.
 1. Person- Centered Planning; and
 2. Self Determination Transition Services, which includes but not limited to the following services:
 - ◆ Budget / Spending Plan Support
 - Explain the SDP budget model: how the 12-month individual budget is determined, what can be purchased, and how to track expenditures.
 - Assist the Participant in creating the Spending Plan aligned with their PCP goals, identifying providers, supports, and strategies to maximize use of the budget.
 - ◆ Service Provider & FMS Coordination
 - Assist the Participant in selecting and coordinating with a Financial Management Services (FMS) provider.
 - Help identify providers or staff consistent with SDP rules: vendorization, hiring, background checks, timesheet/payroll, etc.
 - Support communication between the Participant, Regional Center, IF, FMS, and providers (as needed) to ensure a smooth onboarding into SDP.
 - ◆ Transition and Onboarding Support
 - Assist the Participant in completing any required forms, vendorization steps, e-billing set-up, and other administrative tasks to transition into SDP.

- Provide coaching/training to the Participant (and family/representative) about roles and responsibilities under SDP: budget monitoring, service authorizations, quality indicators, and home & community-based services settings requirements.

TERMS OF AGREEMENT

- This Agreement will commence on the date it is signed and will remain in effect until the Services are completed, unless terminated earlier in accordance with the terms outlined herein.
- Either Party may terminate this Agreement prior to the completion of the Services by providing the other Party with thirty (30) days' written notice.

PERFORMANCE

- Both Parties agree to take all necessary actions to ensure the effective implementation and fulfillment of the terms outlined in this Agreement.

CURRENCY

- All amounts specified in this Agreement are stated in U.S. Dollars (USD), unless expressly indicated otherwise.

COMPENSATION

- Regional Center Funded Services
 - Client is not personally responsible for payment for Person - Centered Planning and Self Determination Transition Services. These services are covered by the corresponding Regional Center.
- Independent Facilitator Services after Transition to SDP
 - Independent Facilitation after acceptance into the Self Determination Program is charged at \$125 per hour, based on approved Spending Plan and paid through Financial Management Services company ("FMS"). (Paid out of the SDP budget)
 - Invoices will be sent to the FMS/uploaded to the FMS portal and the client needs to approve ALL invoices before payment is issued from the FMS.

- If the Client terminates this Agreement before the Services are fully completed, and Dream Building Consultants has partially performed the Services, Dream Building Consultants shall be entitled to receive a pro rata portion of the agreed Compensation up to the date of termination—provided there is no breach of contract by Dream Building Consultants.

CONFIDENTIALITY

- "Confidential Information" refers to any data or information, whether related to the Client's business or personal matters, that is reasonably considered private or proprietary to the Client. This information is not publicly known, and its disclosure could potentially harm the Client.
- Dream Building Consultants agrees not to disclose, share, reveal, or use any confidential Information obtained during the course of this Agreement, except when authorized by the Client or as required by law. The confidentiality obligations outlined herein will remain in effect throughout the term of this Agreement and will continue indefinitely after its termination.
- Any written or oral information provided by the Client to Dream Building Consultants, whether before or after the Agreement's commencement, will be considered Confidential Information, regardless of the manner in which it was provided.

RETURN OF PROPERTY

- Upon expiration or termination of this Agreement, Dream Building Consultants will return to the Client any property, documents, records, or confidential information belonging to the Client.
- If the Client terminates this Agreement before the completion of the Services, Dream Building Consultants shall be entitled to recover any materials or equipment owned by them from the site or premises where the Services were performed, or, if agreed upon by both Parties, to receive compensation in lieu of such recovery.

INDEPENDENT CONTRACTOR

- In providing the Services under this Agreement, it is expressly understood that Dream Building Consultants is acting as an independent contractor and not as an employee.
- Both Dream Building Consultants and the Client agree that this Agreement does not establish a partnership or joint venture between them, but is solely a contract for services.
- The Client is not obligated to pay or contribute to any social security, federal, state, or local taxes, unemployment compensation, worker's compensation, insurance premiums,

profit-sharing, pension plans, or any other employee benefits for Dream Building Consultants during the term of this Agreement.

- Dream Building Consultants is solely responsible for paying all applicable taxes and for complying with any reporting requirements related to payments received under this Agreement.

INDEPENDENCE

- Unless otherwise specified in this Agreement, Dream Building Consultants will have full discretion over the timing, methods, and decisions regarding the provision of Services. Dream Building Consultants will work independently, without direct direction from the Client, but will remain attentive to the Client's reasonable requests and concerns.

NO EXCLUSIVITY

- The Parties acknowledge that this Agreement is non-exclusive, and both Parties are permitted, both during and after the Term, to engage or contract with third parties for services similar to those provided under this Agreement.

NOTICE

- All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
- Or to such other address as either Party may from time to time notify the other and will be deemed properly delivered (a) immediately upon being served personally. (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

1. "Client"
"Address"
2. Dream Building Consultants
28006 Bradley Rd. Ste 105 #1023
Menifee, CA 92586

MODIFICATION OF AGREEMENT

- Any amendment, modification, or additional obligation under this Agreement will only be binding if it is made in writing and signed by both Parties or their authorized representatives.

INDEMNIFICATION

- Except to the extent covered by applicable insurance policies and as permitted by law, each Party agrees to indemnify and hold harmless the other Party, along with its affiliates, officers, agents, employees, and permitted successors and assigns, from any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees, and costs, of any nature or amount, arising from any act or omission by the indemnifying Party, its affiliates, officers, agents, employees, or permitted successors and assigns in connection with this Agreement. This indemnification obligation will survive the termination of this Agreement.

Time is a Critical Factor in this Agreement

- Time is a critical factor in this Agreement. Any extension or modification of this Agreement shall not be considered a waiver of this provision.
- Estimated transition timelines are approximate and influenced by external factors beyond the control of Dream Building Consultants.
- Dream Building Consultants does not have authority over the Regional Center's approval process or timing for transitioning into Self-Determination. However, Dream Building Consultants will remain actively engaged with the Client and the Regional Center until the transition is finalized.
- Similarly, Dream Building Consultants has no control over wait times associated with Financial Management Services ("FMS"), which may also impact the transition process.
- Dream Building Consultants will continue to collaborate with the Client and the FMS provider until the transition is successfully completed.

ASSIGNMENT

- Dream Building Consultants will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under the Agreement without the prior written consent of the Client.

GOVERNING LAW

- This Agreement will be governed by and construed in accordance with the laws of the State of California.

SEVERABILITY

- If any provision of this Agreement is found to be invalid or unenforceable, in whole or in part, the remaining provisions will remain valid and enforceable, with the invalid or unenforceable portion removed from the Agreement.

WAIVER

- A waiver by either Party of any breach, default, delay, or omission of any provision of this Agreement by the other Party shall not be interpreted as a waiver of any subsequent breach of the same or any other provision.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duty authorized officers.

Client's Signature: _____ Date: _____

Print Name: _____

Responsible Party for Dream Building Consultants

Signature: _____ Date: _____

Print Name: _____