

AGREEMENT FOR START-UP FUNDS TO DEVELOP
A SPECIALIZED TRANSPORTATION SERVICE TO SUPPORT ADULTS WITH
CHANGING MOBILITY AND VISION NEEDS

between
REGIONAL CENTER OF THE EAST BAY
and
EDEA CARE INTEGRITY LLC TRANSPORTATION SERVICES

This Agreement for Start-Up Funds to Develop a Specialized Transportation Service (this “**Agreement**”), dated as of June 30, 2024, is entered into by and between REGIONAL CENTER OF THE EAST BAY, a California nonprofit corporation., which address for notices is 500 Davis Street, Suite 100, San Leandro, California 94577 (“**RCEB**”) and EDEA, a California limited liability corporation, which address for notice is 1106 West Lagoon Road, Pleasanton, CA 94566 (“**Contractor**”). The parties agree as follows:

1. SCOPE OF WORK

The parties desire that Contractor develop a Specialized Transportation Service for Intellectually/Developmentally Disabled adults with changing mobility and vision needs. The program, known as EDEA Care Integrity Transportation Services LLC, is located at 1106 West Lagoon Road, Pleasanton, CA 94566. EDEA Care Integrity Transportation Services LLC will provide 3 to 4 vehicles that can seat up to 16 adult passengers. The provider would offer shorter routes for the passengers. A route of less than an hour and half would be considered a shorter route. The funding will include training to meet the changing mobility needs of RCEB clients. Without these supports, the individuals would have long wait times and likely be missing out on programming hours either due to arriving too late or leaving too early. The service provider will work collaboratively with RCEB by attending meetings and/or providing regular verbal or written feedback as requested or appropriate.

2. TERM OF AGREEMENT

The term of this Agreement shall commence effective June 30, 2024, and will remain in effect through March 31, 2026, except where other timeframes are specified in this or subsequent agreements.

3. TERMS & USE OF START-UP PAYMENT

3.1 Maximum Funding. During the term of this Agreement, Contractor shall be entitled to receive from RCEB up to a maximum amount of \$250,000, for the purpose of, and to be applied to Contractor's expense associated with the development of a special needs transportation service. These funds are not intended to cover all of Contractor's development costs. The consideration to be paid by RCEB to Contractor as provided herein shall be the sole compensation for Contractor's expenses incurred in the performance of its obligations hereof, unless otherwise expressly authorized in writing by RCEB.

3.2 Conditions for Approval of Payments; Budget Deviations. Approval of payment(s) by RCEB and provisions for payment are subject to the terms and conditions which are set forth in Section 1272 of the State Administrative Manual (SAM) requirements for subvention aid contracts, and are limited to those expenses which are designated as acceptable items. Contractor has prepared and submitted to RCEB an itemized budget proposal detailing

the proposed use of funds (Attachment A). Any deviation from the budget proposal exceeding \$1,000 per budget line item must be approved in advance and in writing by RCEB. Funds are intended to offset only a portion of the total cost of developing the new program/services.

3.3 Equipment is Owned by the State. Contractor agrees that all equipment/furniture purchased with funds supplied under the terms of this Agreement shall be the property of the State. Equipment is defined as any item costing over \$2,000, which has a useful life in excess of two years. Should Contractor fail to fulfill its obligations under this Agreement, this equipment/furniture is subject to reclamation by the State. For the purpose of clarity, any equipment/furniture that is purchased in excess of the start up funds shall be the property of Contractor at all times.

3.4 Copyrights and Patents. To the extent any services or work performed by Contractor results in the invention or development of copyrightable materials, the State of California has the right to freely manufacture, reproduce, publish, use and/or distribute all inventions and copyrightable materials which were developed by or for Contractor using funds provided by the State of California. To the extent applicable, Section 14 of Article I of the Regional Center Master Contract between RCEB and the State of California is incorporated herein by this reference.

3.5 Payments by RCEB; Conditions. In consideration of the services herein, RCEB shall reimburse Contractor, in arrears, upon submission of a written status report and properly documented invoice in a manner prescribed by RCEB, in accordance with RCEB's standard custom and practice (if RCEB receives an invoice and all supporting documents by the 25th of a month, RCEB typically remits payment by the 15th of the following month). Contractor agrees it shall not bill clients or any other funding source for services provided to clients that are funded under the terms of this Agreement. Contractor understands and agrees that upon completion or termination of this Agreement, RCEB funding for a subsequent contract or period, if any, is not guaranteed and that the decision for such funding is within the discretion of RCEB. If the program is operational before the expiration date of this Agreement, Contractor may bill for items purchased after the program is operational if the items are deemed beneficial to the provision of services to the clients.

3.6 Return of Excess Funds. Because Contractor may receive the majority of funds before it completes all of the work, it is possible that funds disbursed by RCEB for services hereunder may exceed Contractor's costs. If that occurs, Contractor shall promptly return the excess funds to RCEB.

3.7 [Deleted].

3.8 Full Reimbursement. Contractor acknowledges that the payments it is entitled to receive from RCEB under this Agreement will constitute the full reimbursement that RCEB will provide to Contractor for all costs it incurs for start-up services for the facility.

3.9 Return of Funds. As required by DDS's CPP Guidelines, if Contractor fails to have satisfied and completed all of the work by the last day of the term of this Agreement, Contractor shall repay to RCEB all funds previously remitted by RCEB to Contractor under this Agreement. Notwithstanding the foregoing, RCEB shall not require Contractor to repay funds to the extent (i) at RCEB's request, Contractor promptly conveys ownership of the items acquired with such funds to a third party selected by RCEB (typically the owner of the facility or a service provider) and (ii) the recipient of such items is able to use them in connection with services provided to clients residing in the facility. Contractor shall

repay all applicable funds within 10 business days from the receipt of such written demand for repayment by RCEB. RCEB's right to repayment under this Section is in addition to any other rights RCEB may have in law or equity, or under this Agreement, and shall survive the termination of this Agreement.

3.10 Offset Rights. RCEB may offset payments it otherwise owes to Contractor under this Agreement against the sums owed by Contractor to RCEB under this Agreement or any other agreement between such parties.

3.11 Reconciliation; Return of Excess Funds. Upon Contractor's completion of the project described in this Agreement, the parties shall perform a reconciliation of all funds disbursed by RCEB to Contractor hereunder. If RCEB determines that Contractor has not fully expended the funds disbursed by RCEB, Contractor shall return the unexpended funds to RCEB within 10 days of request, and RCEB shall then return such funds to the State.

3.12 Improper Expenditure. Should RCEB or the State of California, according to applicable law, determine that any funds paid by RCEB hereunder were not expended by Contractor in accordance with the terms of this Agreement, Contractor shall repay such funds to RCEB within 30 days of demand.

3.13 Fund Request Deadline. All funds must be invoiced and submitted to RCEB for payment by March 31, 2026. RCEB will not reimburse Contractor for any invoices submitted after this date.

4. DEFAULT and TERMINATION

4.1 Termination for Cause. This Agreement may be terminated with cause by either party based upon a material breach of this Agreement by the other party and the expiration of the applicable cure period. A party in breach of this Agreement shall be given the opportunity to cure such breach within ten calendar days after receiving written notice of such breach; provided, however, that if a breach cannot reasonably be cured by the breaching party within such ten calendar day period, then this Agreement shall not terminate as provided herein if the breaching party commences to cure such breach within the ten calendar day period and thereafter diligently and in good faith continues to cure such breach, and does cure such breach within 60 days. If any breach is not cured within such 60-day period, the non-breaching party, in its sole discretion, shall have the right to immediately terminate this Agreement.

4.2 Immediate Termination. Notwithstanding the foregoing, RCEB may terminate the Agreement immediately when, in good faith, RCEB determines that Contractor's services place clients' health, safety or welfare at avoidable, substantial, or immediate risk.

4.3 Termination Without Cause. RCEB may terminate this Agreement at any time without cause, on at least 60 days' advance written notice to Contractor, in which case Contractor shall be entitled to reimbursement of only those funds expended prior to Contractor's receipt of such notice of termination that were properly authorized by RCEB under this Agreement.

4.4 Cross Default Provision. Either party's breach of this Agreement shall, at the other party's option, constitute that party's breach of any other agreement between the parties.

4.5 Covenant of Continuous Operation; Pro Rata Refund of Funds. As a condition of receiving the funds in this Agreement, Contractor agrees to open the service and

keep the service in operation for at least 10 years from the date the first client receives services. If Contractor fails to open the service, Contractor shall reimburse 100% of the start-up funds to RCEB. If Contractor starts the service but fails to operate the service for at least 10 years, then Contractor shall refund a pro rata portion of the start-up funds to RCEB, based on the number of months remaining during the first 10 years after Contractor ceases operation. Example: Operations cease on the 36th month after the agency provides services to a regional center client. Thus, 84 months of the 10-year term remain. $84 \text{ months} \div 120 \text{ months} = 70\%$. Contractor shall refund 70% of the start-up funds to RCEB upon Contractor's cessation of operations at the service. This is a special remedy due to Contractor's failure to open or operate the service; nothing herein shall be construed to limit RCEB's other remedies against Contractor for breach of this Agreement. If Contractor fails to open the or operate the service for 10 years due to (i) the failure of the funding contingencies as set forth in paragraph 19 of this Agreement, or (ii) RCEB invoking termination rights without cause as set forth in paragraph 4.3, then RCEB shall not be entitled to any reimbursements under this paragraph. If Contractor fails to open the specialized transportation service for 10 years due to a Force Majeure Event (as defined in Section 13.1 below), the 10-year time period will be extended by the period of the Force Majeure Event.

4.6 Consequences of Termination. Upon the termination of this Agreement for any reason, with or without cause, both parties shall execute all documents and perform all acts reasonably requested by the other party to insure a smooth transition of all of Contractor's rights and responsibilities at the facility to a new service provider, if feasible. RCEB shall be relieved of any future payment to Contractor after termination of this Agreement.

5. APPLICABLE LAWS AND REGULATIONS

5.1 Compliance with Law. Contractor agrees that it shall comply with all California and Federal statutes, laws, and regulations applicable to Contractor, and shall render services in accordance with the applicable provisions of California state laws, regulations, promulgated hereunder, and the terms of this Agreement, including but not limited to all applicable provisions in (1) Welfare and Institutions Code §§4500 et seq. (the Lanterman Developmental Disabilities Services Act) (2) the regulations promulgated thereunder (e.g., Division 2 of Title 17 [entitled, "Health and Welfare Agency - Department of Developmental Services Regulations"], §50201 et seq., and the applicable provisions in Title 22 of the California Code of Regulations) and (3) DDS's current set of Guidelines for Regional Center Community Placement Plan. Contractor further represents that it is in possession of a copy of such statutes, regulations and Guidelines.

5.1.1 Any provisions of this Agreement that conflict with Federal statutes and regulations is hereby amended to conform to the provisions of those statutes and regulations. Such amendments to the Agreement shall be effective on the effective date of the statute or regulations necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and finally agreed upon and executed by the parties.

5.1.2 It is the intention of the parties that the laws of the State of California and any applicable Federal regulations shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties. It is additionally understood that the terms of this Agreement shall not be construed to excuse compliance with existing statutes or regulations.

5.2 15% Administrative Cap. When determining the service provider rate, no more than 15% of the funds received by Contractor with a negotiated rate from RCEB may be used for administrative costs.

5.3 Independent Audit. Contractor shall annually contract with an independent accounting firm for an audit or review of its financial statements, if all payments from RCEB and all other regional centers during Contractor's fiscal year:

5.3.1 Equal or exceed \$500,000, but are less than \$2,000,000. In such case, Contractor shall obtain an annual independent audit or an annual independent review and submit it to RCEB.

5.3.2 Equal or exceed \$2,000,000. In such case, Contractor shall obtain an annual independent audit and submit it to RCEB.

5.4 E-billing. Contractor agrees to submit billings to RCEB by utilizing an electronic billing system.

5.5 Zero Tolerance Policy. Contractor shall ensure that all of its respective employees are fully informed upon hire and annually thereafter regarding RCEB's Zero Tolerance Policy, Mandatory Elder Abuse and Dependent Adult Civil Protection Act (California WIC section 15600-15675), and Child Abuse and Neglect Reporting Act (California Penal Code sections 11164-11174.3) The failure to report client abuse or neglect may cause Contractor to be subject to penalties defined in law (Welf. & Inst. Code section 15630(h)). In addition, upon becoming aware of a reportable incident or allegation of abuse or neglect of a client, Contractor shall take immediate action to protect the health and safety of the involved client and all other clients. Contractor shall ensure that its staff has knowledge of the signs of abuse and neglect, the process for reporting suspected abuse or neglect, and the consequences of failing to follow the law or adhere to RCEB's Zero Tolerance Policy. Failure to comply with the policy and the abuse/neglect reporting laws may also be cause for **termination** of this Agreement.

5.6 Applicant/Vendor Disclosure Statement, DS 1891 Form: Contractor represents and warrants that it has completed and signed the State Department of Health and Human Services' Applicant/Vendor Disclosure Statement (DS 1891 Form) and submitted such Statement to RCEB. Contractor shall submit a new signed and dated DS 1891 Form to RCEB within 30 days of any change in the information previously submitted pursuant to this section or upon written request by RCEB.

6. INDEPENDENT CONTRACTOR

6.1 No relationship of employer and employee is created by this Agreement. It is understood that Contractor, and its agents and employees, shall act hereunder as an independent contractor, and not as officers, employees or representatives of RCEB or the State of California.

6.2 Contractor does, by this Agreement, agree to perform said work and functions at all times in strict accordance with currently approved methods and practices, and that the sole interest of RCEB is to ensure that said services shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the agency concerned.

6.3 Except as set forth in this Agreement, or otherwise agreed to by the parties, Contractor shall be solely responsible for all costs, overhead, salaries and other expenses incurred in providing the services contemplated herein. This Agreement is made solely for the benefit of the parties hereto and is not intended to, and shall not, confer any benefits on any person or entity not a party hereto.

7. CLIENT SERVICE LEVELS

Contractor agrees to work with RCEB staff to assure continuous services, to all clients upon their admission to the program developed under the terms of this Agreement. Contractor also agrees to work collaboratively with RCEB and any RCEB funded consultant once clients begin receiving services.

8. PERMITS AND LICENSES

Contractor, its employees and agents shall secure and maintain throughout the entire period of this Agreement, any and all valid permits and licenses as required by law for the execution of services pursuant to this Agreement.

9. INSURANCE

9.1 Worker's Compensation. Contractor acknowledges that since Contractor is not an employee of RCEB, Contractor has no right to receive workers compensation for any injury or death arising out of services to be performed by Contractor under this Agreement. Accordingly, Contractor agrees to hold RCEB harmless and indemnify RCEB from any and all claims arising out of any injury, disability, or death which might be suffered by Contractor or its employees or agents. Contractor shall also obtain and maintain during the term of this Agreement workers compensation insurance with statutory limits of coverage.

9.2 Liability and Other Insurance. Contractor agrees to procure and maintain in full force and effect during the term of this Agreement, and for as long as Contractor provides services to RCEB Clients, an insurance policy or policies protecting RCEB and Contractor against any loss, liability or expense (i) arising out of Contractor's professional negligence, and (ii) due to bodily injury, death or property damage, arising out of or in any way connected with the services to be performed by Contractor or its personnel for the benefit of RCEB; RCEB shall be an additional insured in Contractor's CGL insurance policy. The minimum liability under each such policy shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Each insurer shall be rated XI and A- or better in the most recent edition of Bests Insurance Guide. Upon the request of RCEB, Contractor shall furnish adequate evidence of insurance coverage to RCEB.

10. BOOKS, RECORDS AND ACCOUNTING

10.1 Contractor agrees to maintain and preserve until three years after the service has been performed, and to permit RCEB, the State of California and any of their duly authorized representatives to have access to and to examine and audit, any pertinent books, documents, papers, fiscal documents and other records relative to this Agreement. Notwithstanding the above, Contractor agrees to retain all records which relate to any litigation, claims, disputes, or other controversies arising out of the performance of its obligations under this Agreement until such time as the applicable statute of limitations with respect to such litigation, claim, dispute or controversy has expired. Should RCEB or the State of California,

according to applicable law, determine that any funds paid by RCEB thereunder were not expended in accordance to the terms of this Agreement, Contractor shall repay such funds to RCEB within 30 days.

10.2 Contractor will submit monthly progress and fiscal reports upon request in a method prescribed by RCEB as outlined in regulation. Contractor attests that such fiscal and program related documentation is complete, accurate to the best of Contractor's knowledge, supported by records and documentation, prepared in accordance with DDS regulations, and subject to audit.

10.3 RCEB shall be entitled to monitor Contractor's progress in the timely pursuit of the objectives of this Agreement, including conducting inspections of the facility, and Contractor shall promptly respond to all inquiries, and in all other ways cooperate and comply with RCEB's requests.

10.4 Contractor shall submit a written request to RCEB for a change in the scope of work, but shall not implement any changes prior to written approval in accordance with this Agreement. Such request shall include, but not be limited to, a complete justification and description of how the change will affect the work. RCEB reserves the right to approve or deny any requests for change.

11. HOLD HARMLESS AGREEMENT

Except to the extent caused by the negligence of RCEB, the State of California and each of their officers, directors, agents, and employees, Contractor shall defend, hold harmless and indemnify RCEB, the State of California and each of their officers, directors, agents and employees from every claim or demand, made by reason of:

11.1 any injury to person or property sustained by Contractor or by any person, firm, corporation or other entity rendering any services under this Agreement on behalf of Contractor, either directly or indirectly, however caused and;

11.2 any injury to person or property sustained by any person, firm, corporation or other entity, caused by or resulting from any act, neglect, default, or omission of Contractor or of any person, firm, corporation or other entity performing any services in connection with this Agreement on behalf of Contractor.

Contractor at its own expense and risk, shall defend any action, legal proceeding, or arbitration or other mediation proceeding, that may be brought against RCEB, the State of California, or their officers, directors, agents, and employees on any such claim or demand as set forth in Subparagraphs 11.1 and 11.2 above, and pay and satisfy any settlement, or any judgment which may be rendered against RCEB, the State of California and/or against any of their officers, directors, agents or employees arising from any injuries described in this Paragraph.

12. ASSIGNMENT; SUCCESSORS; SUBCONTRACTORS

Contractor shall not assign, transfer, or subcontract any of its rights, duties, burdens, or obligations under this Agreement without express prior written permission of RCEB. If RCEB approves such transfer, (i) Contractor shall continue to remain liable hereunder and (ii) the transferee shall comply with all obligations of this Agreement. Subject to the above, this Agreement shall be binding upon the parties hereto, their successors and assigns. RCEB shall not be responsible for any payments of any kind directly to any subcontractor or agent of Contractor under any circumstances, and shall not have any liability for any actions of any such subcontractor or agent.

13. FORCE MAJEURE; CONSEQUENCE OF INABILITY TO PERFORM

13.1 Force Majeure. Contractor shall be excused from performance hereunder during the time and to the extent Contractor is prevented from performing by acts of God, national, state, or local emergency, strike and/or commandeering materials, products, plants or facilities by the government (each, a “**Force Majeure Event**”), but only if (i) Contractor notifies RCEB in writing within 10 days after the occurrence of such event, along with evidence reasonably supporting such claim, and requests a delay in the performance of one or more specific deadlines or obligations due to the Force Majeure Event and (ii) RCEB approves such request, which approval shall not be unreasonably withheld, conditioned or delayed.

13.2 Inability to Perform; Consequence. RCEB reserves the right to assign the areas covered by this Agreement to another contractor, either in whole or in part, whenever Contractor is unable to perform due to strike of Contractor's employees or such other conditions. In this event, the assignment will cover the period in which Contractor is unable to perform and will end when Contractor has presented satisfactory evidence to RCEB that Contractor is able to perform the work thereunder.

14. NON-DISCRIMINATION

Non-Discrimination: the Employer shall not discriminate against any employee or applicant for employment on account of age, genetic information/characteristics, marital status, medical condition (including cancer or record or history of cancer), or AIDS/HIV status, mental or physical disability, national origin and ancestry (including language use restrictions), pregnancy/perceived pregnancy, sex/gender including: gender identity or gender expression (this includes transgender status and those who are transitioning or have transitioned), race and color, religion, sexual orientation and military and veteran status.

Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 12900 et seq.) the provisions of Article 9.5, Chapter 1 (Government Code, Sections 11135-11139.5).

Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing, and the Regional Center of the East Bay upon reasonable notice at any time during normal business hours, but in no case less than 24-hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or regional center shall require to ascertain compliance with this clause.

Recipient, Contractor, and its subcontractors shall give written notice of their obligations under this clause to labor organizations.

15. LEGAL EXPENSES

If any action or proceeding at law is commenced to enforce any provisions 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 (including, without limitation, such costs, expenses and fees on any appeal), and if such prevailing party shall recover judgment if any such action or proceeding, such costs, expenses and attorney's fees shall be included as part of such judgment.

16. WAIVER

No waiver of a breach of any provision of this Agreement by RCEB shall constitute a waiver of any other breach of any provision of this Agreement and shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

17. DRUG-FREE WORKPLACE

Contractor's employees shall comply with their respective agency's policy of maintaining a drug-free workplace. Neither Contractor or Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, at any Contractor facility or work site. Violation of this provision shall constitute a material breach of this Agreement.

18. HIPAA COMPLIANCE

Under this Agreement, "**HIPAA**" means the federal Health Insurance Portability and Accountability Act (Pub. L. No. 104-191), the HIPAA regulations as set forth in 45 C.F.R. Parts 160 and 164 (aka the HIPAA Privacy Rule), and regulations on Standards for Privacy of Individually Identifiable Health Information. All parties shall at all times remain in compliance with the mandatory provisions of HIPAA, including but not limited to the HIPAA Privacy Rule. In performing its duties under this Agreement, Contractor may have access to "protected health information," including but not limited to "individually identifiable health information," and is therefore a "Business Associate" as those terms are defined in HIPAA. As such, concurrently with its execution of this Agreement, Contractor shall execute the "*Business Associate Agreement – Contractor*" attached to this Agreement and incorporated herein as Exhibit B.

19. THE FUNDING CONTINGENCY

19.1 Notwithstanding anything in this Agreement to the contrary, the validity of this Agreement (including RCEB's obligation to remit payments to Contractor) is conditioned on RCEB's receipt of adequate funds from the California Department of Developmental Services ("**DDS**") to pay for the services described in this Agreement (the "**Funding Contingency**"). The Funding Contingency is a part of this Agreement because RCEB's annual funding agreements with DDS provide that such funding agreements are subject to the appropriation of funds by the California Legislature, and that if such funds are not appropriated for any fiscal year into which such funding agreements extends, the funding agreements are of no force and effect. RCEB shall therefore have the right and option to terminate this Agreement without liability, and such termination shall be deemed a failure of the Funding Contingency, if (1) DDS for any reason fails to deliver funds to RCEB for any period covered by this Agreement or (2) RCEB receives funds from DDS for a period covered by this Agreement but RCEB determines that such funds are inadequate to pay for all of the vendor services and other expenses which RCEB expects to incur in such fiscal year, and therefore elects to fund other services rather than the services identified in this Agreement or (3) RCEB receives funds from DDS for a period covered by this Agreement and initially allocates a portion of such funds for the services in this Agreement, but thereafter elects to reallocate some or all of such DDS funds to fund services other than the services in this Agreement. When insufficient funds exist for RCEB to pay for all potential services, RCEB shall have the right (under clauses (2) and (3) above) in its sole and arbitrary discretion to fund services other than the services identified in this Agreement, based on which services RCEB believes are in it's the best interests of clients identified to receive support. If there is a failure of the Funding Contingency, then (1) RCEB shall have no liability to pay any further funds whatsoever to Contractor or to furnish any other considerations under this Agreement and (2) neither party shall be obligated to

further perform any provisions of this Agreement. RCEB will notify Contractor within a reasonable timeframe, but no fewer than sixty (60) days of the implementation of this section. If this paragraph is invoked, Contractor shall not be liable for the return of any pro rata funding payments under Paragraph 4.5 of this Agreement.

19.2 In addition to the above, if there are insufficient funds available from DDS to pay for all of the vendor services and other expenses which RCEB expects to incur in any fiscal year, as determined by RCEB in its sole and arbitrary discretion, RCEB shall have the option at any time, on 60 days notice to Contractor to reduce or change the scope of services being provided under this Agreement. In such event, RCEB and Contractor will in good faith negotiate to agree on Contractor's new amount of compensation under the modified Agreement. If the parties are unable to agree on Contractor's new compensation for its modified services within such 60 day period, RCEB shall then either (1) terminate this Agreement, because of the failure of a Funding Contingency or (2) rescind its modification of Contractor's services, in which event this Agreement shall continue in full force and effect without such modification in services or compensation. If RCEB invokes the termination option in this paragraph, Contractor shall not be liable for the return of any pro rata funding payments under Paragraph 4.5 of this Agreement.

20. MISCELLANEOUS PROVISIONS

20.1 Headings; Definitions. The section headings in no way define, limit, extend or interpret the scope of this Agreement or any particular paragraph, and the masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others whenever the context so indicates.

20.2 Severability: If any provision of this Agreement shall be found to be inoperative, unenforceable or otherwise invalid, the remaining provisions hereof shall be carried into effect without regard to such inoperative, unenforceable or otherwise invalid provision. If any provision is held to be inoperative, unenforceable or otherwise invalid with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

20.3 Time: Time is hereby declared to be of the essence of this Agreement and of each and every covenant, term condition and provision hereof.

20.4 Notices. All notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to be duly rendered upon personal delivery, the next business day if delivered by overnight carrier, or three days after said notice is deposited in the mail, postage prepaid, registered or certified with return receipt requested to the addresses identified in the first paragraph of this Agreement.

20.5 Understanding of Agreement. Each party represents and warrants that, before executing this Agreement it had the opportunity to review this Agreement with independent counsel of its choice, it has completely read and fully understands the provisions of this Agreement, in executing this Agreement it has not relied on any promise or representation made by any person other than the promises and representations explicitly stated in this Agreement, and that it has acted freely and under no duress or undue influence in executing this Agreement.

21. ENTIRE AGREEMENT; COUNTERPARTS; DELIVERY

21.1 Integration Provision; Amendments Must be in Writing. 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 supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties. No parol or extrinsic evidence of any kind, and no course of dealing or usage of trade or course of performance, shall be used to vary, contradict, supplement or add to the terms of this Agreement.

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21.2 Counterparts; Delivery. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall constitute a single document. Executed copies of this Agreement delivered in PDF via email or by other electronic methods shall be deemed the same as originals.

Executed in San Leandro, California as of the date first written above.

REGIONAL CENTER OF THE EAST
BAY, INC., a California non-profit
corporation

EDEA CARE INTEGRITY
TRANSPORTATION SERVICES, California
limited liability corporation

By: _____
Steve Robinson
Director of Community Services

By: _____
Dennis Ramas
Director

By: _____
Lynn Nguyen
Director of Finance and
Administration

Exhibits:

A: Start Up Budget

B: Business Associates Agreement -Contractor

Attachment A- START UP BUDGET

	Amount of Start-up Funds
1. Salaries and Wages	\$ 30,000
2. Benefits	\$ 5,000
3. Consultant Fees	\$ 0
4. Staff Training Costs	\$ 5,000
5. Mortgage/Lease Costs (includes cost for vehicles and rent for office including vehicle storage space)	\$ 180,000
6. Office Supplies/Equipment Costs	\$ 2,000
7. Consumer Program Equipment/Supplies	\$ 5,000
8. Furnishings	\$ 2,000
9. Household Items	\$ 0
10. Communication Costs	\$ 2,500
11. Insurance/Licensing Costs	\$ 10,000
12. Utility Costs	\$ 2,500
13. Building Modification Costs	\$ 6,000
14. Other (please list)	
Total Expected Start-up Costs	\$ 250,000

Exhibit "B":

BUSINESS ASSOCIATE AGREEMENT – CONTACTOR

-Attached-

BUSINESS ASSOCIATE AGREEMENT - CONTRACTOR

This Business Associate Agreement - Contractor (“**Agreement**”), effective as of June 30, 2024, is entered into by and between Regional Center of the East Bay, Inc., a California non-profit corporation (“**RCEB**”) and EDEA Care Integrity Transportation Service, a California limited liability corporation (“**Contractor**”). Contractor and RCEB are each referred to herein as a “**Party**,” and collectively, the “**Parties**.” The Parties enter into this Agreement in accordance with the following facts:

A. RCEB arranges for the provision of services to individuals with developmental disabilities (“**Clients**”). In providing its services, RCEB acts as a Business Associate of the California Department of Developmental Services (“**Covered Entity**”). As a necessary part of arranging services to Clients served by Covered Entity, RCEB may have access to Protected Health Information (“**PHI**”) as such term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended (“**HIPAA**”), and its Privacy and Security Rules.

B. Contractor is, or desires to be, vendorized by RCEB to provide services to RCEB’s Clients. Once Contractor is vendorized, RCEB may elect to enter into one or more agreements with Contractor (each, a “**Service Provider Agreement**”) to provide specific services to specific Clients.

C. Under each Service Provider Agreement, it is anticipated that Contractor may receive and use PHI from and related to RCEB’s Clients.

D. The purpose of this Agreement is to comply with the requirements of HIPAA, its associated regulations (45 CFR Parts 160-164), and the Health Information Technology for Economic and Clinical Health Act (the “**HITECH Act**”), Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub.L. 111-5), as these laws may be amended, as well as any state law(s) or regulation(s) governing the privacy and security protections of confidential information created or received by Contractor pursuant to each Service Provider Agreement.

In consideration of the following mutual covenants, the Parties therefore agree as follows:

1. **DEFINITIONS.** Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in HIPAA and its Privacy and Security Rules.

2. **OBLIGATIONS AND DUTIES OF CONTRACTOR.**

2.1 **General.** Contractor agrees not to use or disclose any Client’s PHI other than as permitted or required by this Agreement or by applicable law.

2.2 **Safeguard.** In accordance with 45 CFR Part 164, Subpart C and 45 CFR §164.314(a)(2)(i)(A)&(B), Contractor agrees to use appropriate administrative, physical and technical safeguards to prevent the use or disclosure of any Client ’s PHI, including Electronic PHI other than as provided for by this Agreement.

2.3 **Standard Transactions.** Under HIPAA, the US Department of Health and Human Services has adopted certain standard transactions for the electronic exchange of

health care data (“**Standard Transactions**”). If Contractor conducts any Standard Transactions on behalf of Covered Entity or RCEB, Contractor shall comply with the applicable requirements of 45 C.F.R. Parts 160-162. Contractor acknowledges that as of the effective date of this Agreement it may be civilly and/or criminally liable for failure to comply with the safeguards, policies, and procedure requirements, or any of the use and disclosure requirements, established by law.

2.4 Mitigation. Contractor agrees to mitigate, to the extent practicable and appropriate, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement.

2.5 Agents; Subcontractors. Contractor agrees to ensure that its agents, including any subcontractor, to whom it provides PHI received from, or created or received by Contractor on behalf of Covered Entity or RCEB, agrees to the same restrictions and conditions applicable to Contractor with respect to such information.

2.6 Access to PHI by Covered Entity, RCEB or Client. Clients have a right to access their PHI in a designated record set. A “**Designated Record Set**” is defined at 45 CFR 164.501 as a group of records maintained by or for a Covered Entity that comprises the (i) medical records and billing records about Clients maintained by or for a Covered Entity, (ii) enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, or (iii) other records that are used, in whole or in part, by or for the Covered Entity to make decisions about Clients. The term “**record**” means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a Covered Entity. If applicable, and upon request by Covered Entity or RCEB, Contractor agrees to provide access to Covered Entity, RCEB or to a Client as directed by Covered Entity or RCEB, the PHI in a Designated Record Set within fifteen (15) days in order to meet the requirements under 45 C.F.R. section 164.524. In addition, as of the effective date of this Agreement, with respect to information contained in an Electronic Health Record, Contractor will provide access to such records in electronic format.

2.7 Amendments to PHI. If applicable, Contractor agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity or RCEB pursuant to 45 C.F.R. section 164.526, and as requested by the Covered Entity, RCEB or a Client, within fifteen (15) days of receipt of a request. Any denials, in whole or in part, of requested amendments shall be made by Contractor in accordance with 45 C.F.R. section 164.526.

2.8 Audit. Contractor agrees that the Secretary of the Department of Health and Human Services (the “**Secretary**”) shall have the right to audit Contractor's internal records, books, policies, and practices relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of Covered Entity or RCEB, in a time and manner agreed to by the Parties, or as otherwise designated by the Secretary, for purposes of the Secretary determining compliance with the HIPAA Privacy Rule.

2.9 Documentation of Disclosed Information. Contractor agrees to document disclosures of PHI, and information related to such disclosures (collectively, “**Disclosed Information**”), as would be required for Covered Entity or RCEB to respond to a request by Client for an accounting of disclosures of PHI in accordance with 45 C.F.R. section 164.528, as amended from time to time. Contractor hereby agrees to take reasonable steps to enable it to comply with the requirements of this section and to notify RCEB of any such

requests. Contractor shall promptly notify RCEB of the existence of any Disclosed Information.

2.10 Disclosure Accounting; Retention. Contractor agrees to provide Disclosed Information to Covered Entity, RCEB or to Client at Covered Entity's or RCEB's request, within fifteen (15) days of such request, in order to permit Covered Entity to meet its obligations in accordance with 45 CFR section 164.528. Contractor shall maintain Disclosed Information for six (6) years following the date of the event or incident to which such information relates.

2.11 Privacy or Security Breach.

2.11.1 In accordance with applicable law, Contractor agrees to give written notice (an "**Incident Notice**") to Covered Entity and RCEB of any (a) use or disclosure of PHI that is not in compliance with the terms of this Agreement, of which it becomes aware ("**Breach**") and (b) attempted or actual Security Incident (collectively with a Breach, an "**Incident**"). An Incident Notice shall be made without unreasonable delay and, in no event, later than seventy two (72) hours after discovery of such Incident, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security as described in 45 C.F.R. § 164.412. In addition, an Incident Notice shall include (to the extent possible) the following information:

(a) identification of each Client whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Incident;

(b) the circumstances constituting and, to the extent relevant, surrounding the Incident (including, without limitation, the individual(s) causing the Incident and the person(s) receiving or accessing the PHI), the date of the Incident and date of discovery;

(c) the PHI affected or disclosed by the Incident on an individual Client -by-individual Client basis;

(d) the steps Contractor is taking to investigate and correct the Incident, mitigate harm or loss to affected Clients, and protect against future similar Incidences,

(e) the actions which Clients affected by the Incident should take to protect their interests; and

(f) a contact person for additional information.

2.11.2 Contractor shall cooperate with Covered Entity and RCEB in the investigation of the Incident, and in conducting any risk assessment necessary to determine whether notification of the Incident is required, and shall maintain, and provide at the direction of RCEB or Covered Entity, all reasonable and appropriate documents, files, records, or logs related to the Incident. For purposes of discovery and reporting of an Incident, Contractor agrees that it shall not be the agent of RCEB.

2.11.3 To the extent that any Incident involves a Breach of Unsecured PHI, and upon the request of RCEB or Covered Entity, Contractor shall provide notice to impacted Clients, the media and the Secretary in the time and manner required by 42 U.S.C. § 17932 and 45 C.F.R. §§ 164.404, 164.406 and 164.408. Prior to providing any such notice,

Contractor shall provide RCEB and Covered Entity with a reasonable opportunity to review and comment on such notice. Contractor shall maintain complete records regarding the Incident, the determination of whether notice is required and the issuance of the notice (including the recipients and content of such notice), and upon request, shall make such records available to RCEB and Covered Entity. Contractor shall also provide to Clients affected by the Incident, upon the request of the Covered Entity or RCEB, such remedies as may be reasonably necessary or appropriate to mitigate the deleterious effects of the Incident including, without limitation, provision of credit report monitoring for a reasonable period of time. Any such remedies provided by Contractor pursuant to this section shall be at the sole expense of Contractor.

2.11.4 Notwithstanding Section 2.11.3 above, if RCEB or Covered Entity elects to provide the notice referenced in Section 2.11.3, Contractor shall promptly provide to RCEB and Covered Entity, the information required by 42 U.S.C. § 17932 and 45 C.F.R. §§ 164.404, 164.406 and 164.408, to the extent not previously provided in an Incident Notice.

2.11.5 Any annual notification to the Secretary as required under 42 U.S.C. § 17932(e) and 45 C.F.R. § 164.408(c), shall be provided by Covered Entity or RCEB, unless Covered Entity or RCEB directs Contractor to provide such notice within fifteen (15) days after the close of the calendar year. Contractor shall provide RCEB and Covered Entity a copy of the annual notification before it is provided to the Secretary sufficiently in advance of the due date to permit Covered Entity or RCEB to revise the notification as may be appropriate.

2.12 Genetic Information. Contractor shall not undertake any activity that may be considered underwriting based on genetic information, as defined by the Genetic Information Non-discrimination Act and prohibited under the HIPAA Privacy & Security Rules.

2.13 Compliance. Contractor shall comply with all other privacy and security requirements made applicable to it by HIPAA, the HITECH Act and the HITECH Rules as promulgated by the Secretary. In addition, Contractor shall comply at all times with the requirements imposed on Covered Entity, RCEB and Contractor by state health information privacy laws including, without limitation, the Confidentiality of Medical Information Act (Cal. Civ. Code §56 *et seq.*) and the Lanterman-Petris-Short Act (Cal. Welfare & Inst. Code §5000 *et seq.*)

3. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

3.1 Business Relationship Activities. Except as otherwise limited in this Agreement, Contractor may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity and RCEB as specified in the ongoing contractual relationships among the Parties and Covered Entity, provided that such use or disclosure would not violate the HIPAA Privacy Rule or Security Rule if done by Covered Entity, nor violate the minimum necessary policies and procedures of the Covered Entity. For this purpose, the determination of what constitutes the “**minimum necessary**” amount of PHI shall be determined in accordance with 45 C.F.R. section 164.502(b), as amended by section 13405 of the HITECH Act. Without limitation of the foregoing, Contractor shall limit the use, disclosure, or request of PHI, to the extent practicable, to the Limited Data Set (as defined in 45 C.F.R. §164.514(e)(2)) or, if needed by Contractor, to the minimum necessary amount of PHI to satisfy the requirements of each applicable Service Provider Agreement.

3.2 Management and Administration of Contractor. Except as otherwise limited in this Agreement, Contractor may disclose PHI for the proper management and administration of Contractor, provided that disclosures are Required by Law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that such PHI will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person agrees to notify Contractor and RCEB within one (1) day of discovery of any Incident.

3.3 Data Aggregation. Except as otherwise limited by this Agreement, Contractor may disclose PHI to provide Data Aggregation services to Covered Entity or RCEB as permitted by 45 CFR 164.504(e)(2)(i)(B). Any aggregated data will be de-identified in compliance with 45 C.F.R. 164.502(d) before it is disclosed. Contractor agrees that it will not disclose any re-identification key or other mechanism to re-identify the data.

3.4 Remuneration. Contractor shall not directly or indirectly receive remuneration in exchange for any PHI unless informed by RCEB or Covered Entity that Covered Entity has first obtained a valid authorization from the applicable Client that specifically allows PHI to be further exchanged for remuneration by the entity receiving such PHI, or the receipt of such remuneration complies with an otherwise available exception under HIPAA or the HITECH Act.

3.5 Violations of Law. Contractor may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

4. **OBLIGATIONS AND DUTIES OF RCEB.**

4.1 Notice of Privacy Practices. RCEB shall inform Contractor of any limitation(s) in Covered Entity's or RCEB's notice of privacy practices in accordance with 45 C.F.R. section 164.520, to the extent that such limitation(s), if any, may affect Contractor's use or disclosure of PHI. RCEB may satisfy this requirement by providing Contractor with the notices of privacy practices that Covered Entity and RCEB delivers in accordance with 45 C.F.R. section 164.520, as well as any changes to such notice.

4.2 Notice to Clients of Permission. RCEB shall notify Contractor of any changes in, or revocation of, permission by a Client to use or disclose PHI which RCEB receives from Covered Entity, to the extent that such changes may affect Contractor's use or disclosure of PHI.

4.3 Notice of Other Restrictions. RCEB shall notify Contractor of any restriction to the use or disclosure of PHI which RCEB receives from Covered Entity to which Covered Entity has agreed in accordance with 45 C.F.R. section 164.522, to the extent that such restriction may affect Contractor's use or disclosure of PHI.

4.4 Impermissible Requests. RCEB shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by RCEB or Covered Entity.

5. **TERM AND TERMINATION.**

5.1 General. This Agreement shall remain in effect for so long as RCEB and Contractor are parties to one or more Service Provider Agreements and shall terminate

when all of the PHI provided to Contractor, or created or received by Contractor, is destroyed or returned to RCEB or Covered Entity. If it is infeasible to return or destroy PHI as set forth above, the terms of this Agreement shall be extended to such PHI in perpetuity, in accordance with the termination provisions set forth below.

5.2 Termination for Cause. RCEB may terminate this Agreement for cause upon discovery of a material breach by Contractor as follows:

5.2.1 RCEB shall provide an opportunity for Contractor to cure the breach within fifteen (15) business days from the date RCEB provides Contractor notice of the breach, or such longer period as may be agreed to by the Parties. If Contractor does not cure the breach within the cure period, then RCEB may immediately terminate this Agreement and any related Service Provider Agreement(s) in place between the Parties; or

5.2.2 RCEB may immediately terminate this Agreement, and any related Service Provider Agreement(s) in place between the Parties, if Contractor has breached a material term of this Agreement and cure is not possible; or

5.2.3 If neither termination nor cure is feasible, RCEB shall report the violation to Covered Entity and the Secretary.

5.3 Return of PHI. Upon termination:

5.3.1 Except as provided in paragraph 5.3.2 of this section, upon termination of this Agreement for any reason, Contractor shall return or destroy all PHI received from Covered Entity or RCEB, or created or received by Contractor on behalf of Covered Entity or RCEB. This provision shall apply to PHI that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI.

5.3.2 If Contractor determines that returning or destroying the PHI is not feasible or practicable, Contractor shall provide to Covered Entity and RCEB notification of the conditions that make return or destruction impossible or impracticable. Upon such notification, Contractor shall extend the protections of this Agreement to any retained PHI received hereunder and limit any further uses and disclosures to those purposes that make the return or destruction of the information impossible or impracticable for so long as Contractor maintains such PHI.

6. GENERAL PROVISIONS.

6.1 Notice. All notices, requests, and other communications given under this Agreement, shall be in writing and deemed duly given: (a) when delivered personally to the recipient; (b) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid); or (c) five (5) business days after being sent by U.S. certified mail (charges prepaid). Except as otherwise provided herein, all notices, requests or communications under this Agreement shall be addressed to the intended recipient as set forth below:

To RCEB:

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

To Contractor:

EDEA Care Integrity Transportation Services
LLC
Attention: Dennis Ramas
1106 West Lagoon Road
Pleasanton, CA 94566

6.2 Regulatory References. A reference in this Agreement to any section in the HIPAA Privacy Rule or Security Rule, or the HITECH Act, means the section as presently in effect or as amended.

6.3 Amendment. The Parties agree to take reasonable action to amend this Agreement from time to time as is necessary for all Parties to comply with the requirements of HIPAA, the HITECH Act, and all related, applicable state and federal laws.

6.4 Survival. The respective rights and obligations of Contractor under Sections 5 and 6 of this Agreement shall survive termination of this Agreement.

6.5 Interpretation. Any ambiguity in this Agreement shall be resolved to permit compliance with the HIPAA Privacy Rule and Security Rule, and the HITECH Act. If there is an inconsistency between the provisions of this Agreement and mandatory provisions of these statutes, the applicable statutory language shall control. Where provisions of this Agreement are different than those mandated by the applicable statutes, but are nonetheless permitted under the law, the provisions of this Agreement shall prevail.

6.6 Rights. Except as expressly stated herein, or the Parties to this Agreement do not intend to create any rights in any third parties, unless such rights are otherwise irrevocably established under HIPAA, or any other applicable law.

6.7 Assignment. No Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party, except both Parties may assign this Agreement to any successors in interest, provided the assignor promptly notifies the other Party of such assignment.

6.8 Independent Parties. Contractor and its agents and employees, in performance of this Agreement, shall act in an independent capacity in the performance of this Agreement and not as officers or employees or agents of RCEB or Covered Entity. Contractor shall be wholly responsible for the manner in which Contractor and its employees perform the services required of Contractor by the terms of this Agreement. Contractor shall not be, or in any manner represent, imply or hold itself out to be an agent, partner or representative of RCEB. Contractor has no right or authority to assume or create in writing or otherwise any obligation of any kind, express or implied, for or on behalf of RCEB. The only relationship between Contractor and RCEB is that of independent contractors and neither shall be responsible for any obligations, liabilities, or expenses of the other, or any act or omission of the other, except as expressly set forth herein.

6.9 Indemnity. Except to the extent caused by the negligence of RCEB and/or the Covered Entity, Contractor agrees to indemnify, defend and hold harmless RCEB and Covered Entity, and their respective employees, directors, officers, agents, subcontractors, or other members of their workforce (collectively, “**Indemnitees**”) against all claims, demands, losses, damages or liability of any type or kind whatsoever, arising from or in connection with

any breach of this Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under the Privacy Rule, the Standard Transactions and Code Sets Regulations, the Security Rule, HITECH or other state or federal health information privacy laws by Contractor. Accordingly, on demand, (i) Contractor at his own expense and risk, shall defend any suit, claim, action, legal proceeding, arbitration, or other mediation proceeding (each, an “**Action**”), that may be brought against the Indemnitees or any of them on any such claim or demand as set forth above (the Indemnitees need not have first paid any such claim in order to be so indemnified) and (ii) Contractor shall reimburse Indemnitees for any and all losses, liabilities, fines, penalties, reasonable costs or reasonable expenses (including reasonable attorneys’ fees) that may for any reason be imposed upon Indemnitees as a result of any Action, with counsel reasonably satisfactory to RCEB. This Section shall survive the expiration or termination of this Agreement for any reason.

6.10 Interpretation; Venue; Jurisdiction. This Agreement shall be construed to comply with the requirements of the HIPAA Rules, and any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules. All other aspects of this Agreement shall be governed under the laws of the State of California. All actions between the Parties shall be venued in the state or district courts of the County of Alameda.

6.11 Waiver. No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, nor shall such action prohibit enforcement of any obligation on any other occasion.

6.12 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. In addition, if either Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or Security Rule, or the HITECH Act, such Party shall notify the other in writing. For a period of up to thirty (30) days, the Parties shall engage in good faith discussions about such concern and, if necessary, amend the terms of this Agreement so that it complies with the law. If the Parties are unable to agree upon the need for amendment, or the amendment itself, then either Party has the right to terminate this Agreement upon 30 days’ written notice to the other Party.

6.13 Counterparts; Electronic Copies. This Agreement may be executed in counterparts, each which shall be deemed an original and all of which shall constitute a single instrument. Signed copies of this Agreement delivered by fax or in a PDF email file shall be deemed the same as originals.

Executed at San Leandro, California, as of the date first set forth above.

RCEB:

Regional Center of the East Bay, Inc., a
California non-profit corporation

By: _____
Lynn Nguyen
Director of Finance and
Administration

CONTRACTOR:

EDEA Care Integrity Transportation Services,
California limited liability corporation

By: _____
Dennis Ramas
Director

