

AGREEMENT TO PROVIDE SUPPORTED LIVING SERVICES
Between
REGIONAL CENTER OF THE EAST BAY
And

This Agreement to Provide Supported Living Services (this “**Agreement**”), dated as of July 1, 2024, is entered into by and between REGIONAL CENTER OF THE EAST BAY, INC., a California Non-Profit corporation located at 500 Davis Street, #100, San Leandro, CA 94577 (“**RCEB**”) and (“**Contractor**”), who mutually agree as follows:

1. SCOPE OF WORK

The Contractor shall provide Supported Living Services (SLS) and supports for RCEB Clients throughout RCEB’s service area or as otherwise authorized by RCEB as described in this Contractor’s Program Design which is incorporated herein and made a part of this Contract by reference. Services shall be provided on such days, at such times as are agreed by both parties and referenced in the person’s Individual Service Plan. Services shall be provided in either Alameda County or Contra Costa County. Provision of such services shall require approval of the Client and the RCEB planning team.

Contractor agrees that it shall submit semi-annual reports of Client progress toward achievement of each Individual Program Plan (IPP) objective for which the Contractor is responsible (e.g. Individual Service Plan) to the RCEB case manager, and to the Client.

Contractor shall implement its service design as written, update its service design whenever significant changes occur, and submit the updated service design to RCEB.

Contractor shall comply with Service Provider Accountability Regulations (Title 17, California Code of Regulations, 50601 through 50612, and Supported Living Service Regulations (Title 17, Chapter 3, Subchapter 19, 58600 through 58680).

2. TERM OF AGREEMENT

The term of this Agreement shall commence on July 1, 2024, and remain in effect through June 30, 2027. However, if Contractor provides services hereunder with RCEB’s consent beyond such expiration date, then unless the parties agree differently in writing, this Agreement shall become a month-to-month contract with respect to such services, but otherwise be subject to the same terms as in this Agreement, and shall be terminable by either party (i) at any time without cause on 60 days’ written notice or (ii) in accordance with the other early termination provisions in this Agreement.

3. PROGRAM CHANGES

Contractor shall immediately notify RCEB in writing when any part of the program becomes inoperable or requires change(s). Contractor may submit a written request to RCEB for change(s) in the program but shall not implement any change(s) prior to written approval in accordance with this Contract. Such a request shall include, but not

be limited to, a complete justification and description of how the change(s) will affect the original program proposal and its intended outcome.

4. PERMITS AND LICENSES

The Contractor, his 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.

5. PUBLIC LIABILITY AND PROPERTY DAMAGE

Contractor shall maintain public liability and property damage insurance, satisfactory to RCEB, in the amount of One Million Dollars (\$1,000,000) combined single limit, which shall be primary over any insurance carried by RCEB. Written insurance policies shall include the following clause:

“This policy shall not be canceled or reduced in required limits of liability until written notice has been given to the Regional Center of the East Bay of such cancellation or reduction. The date of cancellation or reduction shall not be less than thirty (30) days after the notice is given.”

Written insurance policies shall name the Regional Center of the East Bay as additional insured. In addition, the policy shall state the extent of insurance, the locations and operations to which insurance applies and the expiration date of the insurance. The Contractor shall provide RCEB with a certified copy of the original of said policies within fifteen (15) days of the execution of this Agreement.

If, at any time during the term of this Agreement, the insurance required pursuant of this Section is canceled or is otherwise not in force, Contractor shall immediately notify RCEB in writing and Contractor may not provide any further services thereunder. If at any time Contractor has reason to believe insurance may be canceled, Contractor shall notify RCEB immediately.

6. WORKERS' COMPENSATION INSURANCE

In accordance with the provision of Section 3700 of the Labor Code of the State of California, Contractor shall sign and file with RCEB the following statement prior to performing services thereunder:

“I am aware of the provisions of Section 3700 of the Code which requires every employer to be insured against liability for Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work thereunder.”

The Contractor shall be required to : (i) maintain the Workers' Compensation insurance at all times during the term of this Agreement, (ii) provide RCEB with certificates of such insurance, and (iii) provide that the insurer will give RCEB thirty (30) days notice of

cancellation or reduction. The date of cancellation or reduction shall not be less than thirty (30) days after the notice is given.

7. APPLICABLE LAWS AND REGULATIONS

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. 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.

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 Contract, 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.

8. OPERATIONAL AND ADMINISTRATIVE REQUIREMENTS

Contractor shall administer services and fulfill all reporting requirements in accordance with the requirements of applicable law and the provisions of this Agreement including, but not limited to, the following:

a. Administrative, Supervisory and Operational Personnel.

- i. Contractor shall maintain adequate, trained, capable, and qualified personnel for effective administration, management, consultation, supervision and direct delivery of the services provided to Clients pursuant to the provisions of Title 17 and this Agreement. Contractor shall comply with, among others, all applicable staffing ratio requirements (Section 54326(13), standards for direct service staff (Section 58643), standards for supervisors (Section 58642), and orientation requirements (Section 58651 and 58652). Contractor shall specifically be required to maintain such personnel to receive and place telephone calls, and to monitor services on a 24-hour basis, as they occur.
- ii. Contractor agrees to conduct a pre-employment background check for every administrative, supervisory, and operational employee they hire. The pre-employment background check shall include: a check for criminal activity and criminal history and background checks in accordance with Penal Code Section 11105.3.
- iii. Contractor specifically agrees in each instance to conduct a fingerprint check for every such person to the full extent permitted by law. Contractor agrees that this obligation will include, but not be limited to,

applying to the California Department of Justice (DOJ) to become an Applicant Agency authorized to receive the results of DOJ background checks and to submit fingerprints for each applicant for employment to the Department of Justice via Live Scan or by any other method authorized by DOJ. Contractor also agrees to make every effort to obtain references from each previous employer, during the past five (5) years, of the applicant for hire. Contractor further agrees to maintain documentation confirming that the above-referenced staff are adequate, capable, trained and qualified to perform the duties in question.

- iv. Contractor acknowledges and asserts that Contractor is the sole employer of all of its employees and that RCEB is neither the employer, nor the joint employer of such employees. Contractor further agrees that it will comply with all obligations applicable to employers in connection with the employment relationship, under both California and federal law.
- v. Contractor further acknowledges that it is responsible for ensuring that any employee, supervisor or worker hired by Contractor pursuant to a recommendation from a Client or parent, is adequate, capable, trained, and qualified to perform the job, and that said person meets the same standards Contractor maintains for all workers Contractor employs or utilizes.
- vi. Contractor agrees, on a regular basis, no less than annually, to conduct a periodic background check to review, confirm, and assure no changes in the information gathered in the previous background checks conducted at the time of hire. A Contractor who contracts with the California DOJ for Subsequent Arrest Notification Service, and, if applicable, with the Department of Motor Vehicles' Employer Pull Notice Program, shall have satisfied this provision.
- vii. Contractor agrees that if allegations of wrongdoing, improper behavior, or inappropriate action, including but not limited to any allegations of wrongdoing, improper behavior, or actions that negatively impact any Client of RCEB are made from any source against any administrative, supervisory, or operations employee, or any other employee of Contractor, that Contractor will conduct an immediate confidential investigation of the allegations. Contractor agrees to reach a conclusion, and take appropriate action with regard to possible discipline or discharge of person/s based on Contractor's conclusions from the investigation. Contractor further agrees immediately to report to RCEB, in writing the existence of any such allegations as well as the results of the investigation. Contractor will also report the precise action taken in instances in which the allegations are found to have merit and the investigation finds wrongdoing, improper behavior, or inappropriate action has occurred and negatively impacted any Client of RCEB, or in instances involving a Special Incident Reporting, as required by law. Contractor agrees in its employment application and hiring papers to advise any employee that any such

allegations and the results of any such investigation will be communicated to RCEB, and that in connection with any wrongdoing, improper behavior, or actions that negatively impact any Client of RCEB, or any Special Incident Report, the employee waives any confidentiality or privacy rights that might otherwise exist with regard to such communication to RCEB.

- viii. All Service providers shall ensure that all of their respective employees are fully informed upon hire and annually thereafter regarding RCEB's Zero Tolerance Policy, Mandatory Elder Abuse and Dependant Adult Civil Protection Act (California WIC section 15600-15675), and Child Abuse and Neglect Reporting Act (California Penal Code sections 11164-11174.3) Any service provider who fails to report Client abuse or neglect may be subject to penalties defined in law (WIC, section 15630(h)). In addition, upon becoming aware of a reportable incident or allegation of abuse or neglect of a Client, service providers shall take immediate action to protect the health and safety of the involved Client and all other Clients. Service providers shall ensure that their 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.
- ix. Contractor agrees to conduct periodic unscheduled visits and checks by persons capable of assessing the actions and performance of the administrative, supervisory, operational personnel discussed in this section.
- x. Contractor agrees to provide regular training, technical advice and support to the administrative, supervisory, and operational personnel addressed in this section.
- xi. Contractor agrees that a worker removed from a different position within Contractor's agency, who has demonstrated that his or her judgments or actions could pose a risk to the health or well-being of a Client, shall not be provided another assignment whereby they are once again responsible for Clients served by Contractor.
- xii. In addition to such other management and supervisory personnel as may be required to perform services hereunder, Contractor shall assure that at all times one designated person shall be available for the purpose of monitoring services and with the authority to act on behalf of Contractor.
- xiii. Contractor shall have adequate resources to communicate effectively with Clients and families in their preferred language.

- xiv. Contractor agrees to ensure that Contractor's employees can perform first aid and CPR, and possess all current and valid licenses, certificates, registrations that may be legally required to provide the service. Contractor agrees to maintain a written description of its organizational structure and operations of its business office, and provide such information to RCEB upon request.
 - xv. Contractor shall obtain a written and signed statement from a prospective employee, confirming that they have not ever been convicted of a felony. Such statement shall recognize Contractor's intent to verify such information.
 - xvi. Contractor shall require candidates for employment to submit references from prior employers, volunteer organization and/or personal references and document that references checks are completed.
 - xvii. If a candidate for employment has a documented history of abuse, exploitation or instances of physical harm to others, Contractor shall not allow such person to work with RCEB's Clients.
- b. Accounting and Service Reporting. Contractor shall establish and maintain a clear system of internal control, established in accordance with generally accepted accounting practices and in compliance with the provisions of Title 17, Division 2, Chapter 1, Subchapter 6 ("Service Provider Accountability") as well as with other applicable Federal, State and local laws and regulations. Contractor shall maintain Service Records in accordance with Title 17 Section 58615 (Service Records) and Section 54326 (General Requirements for Vendors and Regional Centers). Contractor shall bill only for services which are actually provided to Clients and which have been authorized by RCEB in accordance with Title 17 Section 54326(a)(10).
- c. Access for Monitoring. RCEB or its designees shall conduct ongoing program and service reviews and audits, either scheduled or unannounced, for the purpose of monitoring Contractor's compliance with the provisions of this Agreement. The Contractor shall allow access by RCEB or designees to sites, personnel or records at any time. RCEB shall visit and is hereby granted authorization to visit the premises of Contractor at any time to monitor the following criteria:
- i. That Client's service and support plans are designed and implemented in accordance with the IPP and the requirements of person centered planning.
 - ii. That the Client is achieving the outcomes specified in the Client's IPP and support plan;
 - iii. That the Client's health and safety are not endangered;

- iv. That the Client is satisfied as indicated by the quality of the Client's life as assessed by the Client, the Client's authorized representative, if applicable, and by the Circle of Support; and
 - v. That Client's funds and property are accounted for in accordance with the IPP.
- d. Monitoring of Performance of Services. RCEB shall monitor the Contractor performance of services to determine:
- i. That services and supports provided by the Contractor conform to applicable laws and regulations;
 - ii. That services and supports are provided in conformance with the requirements of this Agreement and the approved Program Design;
 - iii. That the Contractor is successful in achieving the outcomes of Title 17, Section 58632, Implementation of SLS Philosophy; and
 - iv. That the Contractor's services and actions are consistent with WIC 4689-4689.05 (supported living arrangements in providing opportunities for Clients to live in their own homes)
- e. Plan of Corrections. If RCEB identifies program concerns or deficiencies, RCEB may take any or all of the following actions:
- i. Require the Contractor to implement a written plan which specifies: (i) the findings which form the basis for the need for corrective action; (ii) the corrective action to be completed or deficiency to be corrected by the Contractor; and (iii) the time frame for the correction to be completed.
 - ii. Counsel Clients as to alternate service options;
 - iii. Limit new referrals for services until all requirements of the written plan are completed; and
 - iv. If Contractor fails to complete a written plan within the required time frame and satisfactory to RCEB, RCEB may take additional action including termination of the Agreement.
- f. Significance of Monitoring and Evaluation Results. In accordance with Title 17 Section 58680, RCEB shall give significant weight to monitoring and evaluation results in any decision to renegotiate, terminate for cause or renew this Agreement.
- g. Special Incident Reporting. At all times during the term, Contractor shall timely report to RCEB all special incidents involving Clients, as described in detail in Title 17 Section 54327. Each report shall contain all of the information required

by such regulation. Contractor shall make such reports to RCEB by telephone, electronic mail or FAX immediately, but not more than 24 hours after Contractor learns of the special incident, with a follow up written report delivered to RCEB within 48 hours after Contractor learns of the special incident.

h. Other Recordkeeping and Monitoring.

- i. Contractor shall submit progress reports to RCEB as required by RCEB and as outlined in Contractor's approved Service Design and the individual Client's Individual Program Plan.
- ii. Contractor shall generally require Contractor's personnel and encourage circle of support members, to report any concerns, problems or incidents relating to Clients' health, safety, well being or behavior and shall communicate such reports to RCEB.
- iii. Contractor shall maintain a record of written Client/family/circle of support contacts, including service notifications from RCEB, complaints and satisfaction surveys.
- iv. Contractor shall maintain confidentiality of records in accordance with the provisions of WIC Sections 4514, 5328, and 14100.2 as well 22 CCR Sections 51009, as applicable.

i. Reviews and Audit of Contractor's Financial Statements

- i. Entities receiving payments from one or more regional centers shall contract with an independent accounting firm for an audit or review of its financial statements, if those payments are:
 1. More than or equal to five hundred thousand dollars (\$500,000) but is less than two million dollars (\$2,000,000), obtain an annual independent review and submit it to RCEB.
 2. Equal to or more than two million dollars (\$2,000,000), obtain an annual independent audit and submit it to RCEB.Contractor shall provide a copy of each annual audit results (the "**Audit Report**") or review results (the "**Review Report**") to RCEB. To the extent expressly permitted by WIC section 4652.5, Contractor may conduct a review and provide a Review Report to RCEB rather than an Audit Report; otherwise, Contractor shall conduct an audit and provide an Audit Report to RCEB.
- ii. If Contractor engages an independent Certified Public Accountant to review (but not audit) Contractor's financial statements, (1) the review shall, at minimum, comply with the provisions set forth in WIC Section 4652.5(e) and (2) the Review Report shall, at minimum comply with the provisions set forth in WIC Section 4652.5(f).

- iii. In accordance with WIC Section 4652.5(b), Contractor shall provide copies of the independent Audit Report or Review Report to RCEB within 9 months of the end of the fiscal year for contractor.
- iv. If RCEB believes that any issues identified in the Audit Report or Review Report have an impact on services Contractor provides to RCEB's Clients, RCEB will so notify Contractor and provide Contractor with 30 days to resolve such issues. Contractor's failure to resolve such issues to RCEB's reasonable satisfaction within such 30 day period shall constitute a material breach of this Agreement. As a result of such breach, RCEB may, among its other remedies, terminate this Agreement.

9. HOLD HARMLESS AGREEMENT

The Contractor shall hold harmless and indemnify RCEB, its officers, agents and employees from every claim or demand, except those caused by the gross negligence of RCEB, made by reason of:

- a) any injury to person or property sustained by the Contractor or by any person, firm, corporation or other entity rendering any services under this Agreement on behalf of the Contractor, either directly or indirectly, however caused,
- b) 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 the Contractor or of any person, firm, corporation or other entity performing any services in connection with this Agreement on behalf of the Contractor.

The Contractor at his own expense and risk, shall defend any action, legal proceeding, or arbitration or other mediation proceeding, that may be brought against RCEB, its officers, agents and employees on any such claim or demand as set forth in Subparagraphs a. and b. above of this paragraph and pay and satisfy any settlement, or any judgment which may be rendered against RCEB and/or against any of RCEB's officers, directors, agents or employees arising from any injuries described in this paragraph.

10. ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, or subcontract any of its duties, burdens, or obligations under this Agreement without express prior written permission of RCEB. If RCEB approves, a Subcontractor shall comply with all obligations of this Agreement.

RCEB shall not be responsible for any payments of any kind directly to any Subcontractor under any circumstances and shall not have any liability for any actions of any Subcontractor.

11. TERMINATION

Either party may give 60 days prior written notice of its intention to terminate this Agreement for any reason or cause whatsoever and at any time.

Contractor understands that automatic renewal of this Agreement is neither expressed nor implied. Prior to the termination date of this Agreement, a program evaluation, fiscal audit and/or contract negotiation may be initiated by RCEB for the purpose of contracting for SLS for the forthcoming year. Any SLS service contract made to Contractor may be withdrawn prior to the acceptance date.

The conditions which constitute possible grounds for termination of the Contract are:

- a) For cause by RCEB, with notice, pursuant to Title 17, 50611,
- b) For cause by RCEB, with or without notice, when RCEB determines that either:
 - 1) the result of any evaluation of Contractor's service delivery, conducted pursuant to Title 17, 58671C, warrant contract cancellation, or
 - 2) Contractor's service contributes to life-threatening dangers to, or has resulted in abuse of, a Client.
- c) Without cause by either party, provided:
 - 1) the parties to the Contract mutually agree to the termination, or
 - 2) the initiating party gives sixty (60) days notice of intention to terminate.

12. FORCE MAJEURE

The Contractor shall be excused from performance thereunder during the time and to the extent that he is prevented from performing by acts of God, strike and/or commandeering materials, products, plants or facilities by the government, when evidence thereof is presented to RCEB.

13. PAYMENT

RCEB shall pay Contractor for services thereunder, in monthly arrears, following the month of service after receipt of a properly documented invoice, and shall be based on prior authorization by RCEB. Contractor agrees to accept such payment as payment in full for the services provided.

It is understood by Contractor that RCEB and/or State Department of Developmental Services shall conduct program reviews and audits, either scheduled or unannounced, for the purpose of program compliance, during the term of this Agreement. Further, Contractor agrees to allow entry to any authorized representative of RCEB and/or the State Department of Developmental Services and to provide such representative access to all facility and Client records upon request. Failure or refusal to allow entry or access may constitute grounds for termination of this Agreement at RCEB's option, in addition to other remedies.

Invoices (Provider of Care Claim Form) is due from the Service Provider on the 5th *business day* of each month that the RCEB Accounting Policy stated. RCEB will pay as described in **Exhibit A**.

Contractor understands and agrees that the presentation of a claim to RCEB for payment for SLS is a representation that the services billed for have, in fact, been rendered pursuant to the Contract and attached Exhibit A. RCEB expressly reserves the right to institute and appropriate legal actions to recoup funds billed in excess of services rendered, including referral to the appropriate law enforcement agency for criminal prosecution.

Notwithstanding anything in this Agreement to the contrary, the validity of this Agreement (including the Regional Center's obligation to remit payments to Contractor) is conditioned on Regional Center'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 Regional Center's annual funding agreements with DDS provide that such funding agreements are subject to the appropriation of funds by the 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. Regional Center 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 the Regional Center for any period covered by this Agreement or (2) the Regional Center receives funds from DDS for a period covered by this Agreement but the Regional Center determines that such funds are inadequate to pay for all of the vendor services and other expenses which such Regional Center expects to incur in such fiscal year, and therefore elects to fund other services rather than the services identified in this Agreement or (3) a Regional Center 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 the Regional Center to pay for all potential services, the Regional Center 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 the Regional Center believes are in its best interests of Clients identified to receive support. If there is a failure of the Funding Contingency, then (1) the Regional Center shall have no liability to pay any further funds whatsoever to the 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. The Regional Center will notify the Contractor within a reasonable timeframe of the implementation of this section.

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 the Regional Center expects to incur in any fiscal year, as determined by the Regional Center in its sole and arbitrary discretion, the Regional Center shall have the option at any time, on 30 days notice to Contractor to

reduce or change the scope of services being provided under this Agreement. In such event, the Regional Center and Contractor will in good faith negotiate to agree on the Contractor's new amount of compensation under the modified Agreement. If the parties are unable to agree on the Contractor's new compensation for its modified services within such 30 day period, such Regional Center 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.

14. CAP ON SERVICE PROVIDER'S ADMINISTRATIVE COSTS

Service Provider agrees that it will not spend more than 15% of the funds it receives from the Regional Center under this Agreement on the Service Provider's administrative costs. For purposes of this paragraph, the Service Provider's administrative costs shall include all of the items listed under California Welfare and Institutions Code section 4629.7 (a)(1) through (15), as such provisions may be amended from time to time. Conversely, those costs the Service Provider incurs that are immediately associated with the services the Service Provider offers to the Regional Center's Clients are considered direct service expenditures, and are not administrative costs. To insure the Service Provider complies with these requirements, the Service Provider shall provide the Regional Center with access to all books, documents, papers, computerized data, source documents, Client records, and other records pertaining to the Service Provider's negotiated rates, upon the Regional Center's request.

15. NON-DISCRIMINATION

Neither the Employer nor the Union shall 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.

16. DRUG-FREE WORKPLACE

Contractor's employees shall comply with their respective agency's policy of maintaining a drug-free workplace. Neither the 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.

17. HIPAA COMPLIANCE

All parties shall at all times remain in compliance with the mandatory provisions of the HIPAA Privacy Rule (Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A & E).

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**.

18. CLIENT GRIEVANCES

The Contractor agrees to adopt and periodically review a written internal procedure to resolve Client grievances pursuant to Welfare and Institutions Code Section 4705.

19. GOVERNING LAW

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

20. 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.

21. WAIVER

No waiver of a breach of any provision of this Agreement by RCEB shall constitute a waiver of any other breach of any other 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.

22. MISCELLANEOUS PROVISIONS

- a) 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.
- b) This Contract shall comply with the requirements of applicable Federal and State statutes and regulations, including but not limited to, Welfare and Institutions Code, Division 4.5, Services for the Developmentally Disabled (Lanterman Developmental Disabilities Services Act), and Title 17, Division 2, Health and Welfare Agency, Department of Developmental Services Regulations.
- c) The Contractor and agents and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity, and not as officers or employees or agents of the State of California or RCEB.
- d) The 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. If RCEB makes a material revision to its standards, methods, or procedures that affects Contractor's obligations under this Agreement, RCEB shall notify Contractor of such revision before Contractor shall become subject to such revised standards, methods, or procedures.
- e) Client service shall be consistent with Client needs identified by RCEB and the interdisciplinary team and included in the Program Design. Contractor agrees to work with RCEB staff to assure continuous services, consistent with the Program Design, to all Clients upon their admission to the program developed under the terms of this Contract. Contractor also agrees to work collaboratively with RCEB and any RCEB funded consultant once Clients begin receiving services.

23. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties, as evidenced by the signatures of authorized representatives, pertaining to the subject matter contained herein and supersedes all prior agreements, representations, and understandings of the parties, either oral or written. This Contract 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.

This Agreement may be executed in two or more counterparts, each which shall be deemed an original and all of which shall constitute one and the same instrument. Signed copies of this Agreement delivered by facsimile or electronically in PDF (or similar format) shall be deemed the same as originals.

Steve Robinson
Director of Community Services
Regional Center of the East Bay
San Leandro, California

Lynn Nguyen
Director of Finance and Administration
Regional Center of the East Bay
San Leandro, California

EXHIBITS:

Exhibit A – Rate Schedule

Exhibit B – Business Associate Agreement