

AGREEMENT TO PROVIDE SUPPORTED LIVING SERVICES
Between
REGIONAL CENTER OF THE EAST BAY
And
SAWA SUPPORT INC.

This Agreement to Provide Supported Living Services (this “**Agreement**”), dated as of November 1, 2024, is entered into by and between REGIONAL CENTER OF THE EAST BAY, INC., a California nonprofit corporation located at 500 Davis Street, #100, San Leandro, CA 94577 (“**RCEB**”) and SAWA SUPPORT, INC., a California corporation located at 22151 Redwood Rd, Suite B, Castro Valley, CA, 94546 (“**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 November 1, 2024, and remain in effect through October 31, 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 and RCEB agree that they shall comply with all California and Federal statutes, laws, and regulations applicable to each of them, 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 will expressly consent in writing to release the personnel records related to such allegations, investigation results and actions taken, to those at RCEB with a business need to know.

- viii. 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 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 prove 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 prescreen and perform thorough background checks and drug screening on all of Contractor's employees prior to permitting them to perform any work for, or with, RCEB's Clients. Background checks shall include, but not be limited to, criminal conviction records. Contractor shall comply with all applicable laws in conducting such checks and taking any adverse action based upon the results of such background checks. Contractor shall provide documentation to RCEB confirming that a background check and drug screening was executed for each of the employees performing the services, and confirming that any Contractor employee who works for, or with an RCEB Client has successfully passed a background check with no felony convictions that would disqualify them from working with RCEB's Clients.
 - 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). RCEB shall timely pay for such services as provided in Section 13 below.

- c. Access for Monitoring. RCEB or its designees shall conduct ongoing program and service reviews and audits for the purpose of monitoring Contractor's compliance with the provisions of this Agreement. RCEB shall provide at least 5 days' advance written notice of audits and record reviews. The Contractor shall allow access by RCEB or designees to sites, personnel or records at any time, subject to the applicable advance notice provisions in this paragraph. RCEB shall visit and is hereby granted authorization to visit the premises of Contractor at any time, with or without advance notice, 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. Limit new referrals for services until all requirements of the written plan are completed; and
 - iii. 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. In addition to the semi-annual reports required in Section 1 of this Agreement, Contractor shall submit other reports to RCEB to the extent outlined in Contractor's approved Service Design and/or 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 reasonably 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 and Contractor’s vendorization.

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, public health emergency 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 and within 30 days after receipt of a properly documented invoice (that is, invoices which include all supporting documentation for the services, as required by applicable DDS regulations), 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 Contractor 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.

RCEB receives virtually all of its funding from the California Department of Developmental Services ("DDS"), pursuant to a contract between RCEB and DDS (the "State Contract"). Article III, Section 6(a) of the State Contract provides: "This agreement is subject to the appropriation of funds by the Legislature for the purpose of this contract. If funds are not appropriated in any fiscal year into which this agreement extends, it is mutually agreed that this agreement shall be of no further force and effect. In this event... the State shall have no liability to pay any funds whatsoever to [RCEB] or

to furnish any other considerations under this agreement, and [RCEB] shall not be obligated to perform any provisions of this Agreement. [RCEB] shall ensure that all POS contracts initiated by [RCEB] include notification of this condition.” Therefore, notwithstanding anything in this Agreement to the contrary, the validity of this Agreement (including the RCEB’s obligation to remit payments to Contractor) is conditioned on RCEB’s receipt of funds from DDS to pay for the services described in this Agreement. If RCEB fails to receive such funding, RCEB may terminate this Agreement on 30 days’ written notice, in which case RCEB shall reimburse Contractor for its services through the date of termination, and RCEB shall have no further liability of any nature to Contractor.

14. CAP ON CONTRACTOR’S ADMINISTRATIVE COSTS

Contractor agrees that it will not spend more than 15% of the funds it receives from RCEB under this Agreement on the Contractor’s administrative costs. For purposes of this paragraph, the Contractor’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 Contractor incurs that are immediately associated with the services the Contractor offers to RCEB’s Clients are considered direct service expenditures, and are not administrative costs. To ensure the Contractor complies with these requirements, the Contractor shall provide RCEB with access to all books, documents, papers, computerized data, source documents, Client records, and other records pertaining to the Contractor’s negotiated rates, upon RCEB’s request.

15. NON-DISCRIMINATION

1. During the performance of this Agreement, Contractor shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision-making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

2. Contractor shall at all times comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135-11139), and the regulations or standards adopted by the awarding state agency to implement such article.

3. Contractor shall permit access by representatives of the Civil Rights Department and the awarding state agency 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, and all other sources of information and its facilities as such Department or Agency shall require to ascertain compliance with this Section.

4. Contractor shall give written notice of its obligations under this Section to labor organizations with which it has a collective bargaining or other agreement.

5. Contractor shall include the nondiscrimination and compliance provisions of this Section in all subcontracts to perform work under this Agreement (to the extent such subcontracts are allowed under this Agreement).

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.
- f) RCEB agrees to timely process authorizations for services and renewals of authorizations as to avoid or minimize disruptions in services to consumers.

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. Copies of this Agreement signed electronically (such as via DocuSign) and/or delivered electronically (such as via a PDF attachment to an email) shall be deemed the same as originals.

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

“RCEB”:

Regional Center of the East Bay, Inc.,
a California nonprofit corporation

By: _____
Steve Robinson
Director of Community Services

By: _____
Lynn Nguyen, Director of Finance
and Administration

“CONTRACTOR”:

SAWA Support, Inc.,
a California corporation

By: _____
Waleed Elhag
Executive Director

EXHIBITS:

Exhibit A – Rate Schedule

Exhibit B – Business Associate Agreement