

**Regional Center of the East Bay
Contracts for Board Review/Approval**

03/19/2025

Date submitted to RCEB Board for review

Date approved by RCEB Board Executive Committee (if applicable)

03/24/2025

Date approved by RCEB Board

March 2024

Operations _____

Purchase of Service X

The following Transportation contracts have been reviewed by Lynn Nguyen, Director, Finance and Administration and Rebecca Nanyonjo, Executive Director, both of whom recommend approval by the RCEB Board of Directors.

Contractor Name	# Daily Trips	# of clients	Term of Contract	Rate of Reimbursement	Provider is vendored for these other services (if any)
R&D Transportation Services, Inc	6,000	3,000	July 1, 2025- June 30, 2028	Ambulatory: \$3.54 per trip Non-Ambulatory: \$3.62 per trip Annual Total: Up to \$5,370,624.00 Contract Total: Up to \$16,111,872.00	NA

AGREEMENT FOR TRANSPORTATION BROKER SERVICES

between

REGIONAL CENTER OF THE EAST BAY, INC.

and

R & D TRANSPORTATION SERVICES, INC.

TERM OF AGREEMENT: July 1, 2025 – June 30, 2028

AGREEMENT FOR TRANSPORTATION BROKER SERVICES

This Agreement For Transportation Broker Services (this “**Agreement**”), dated for reference purposes as of July 1, 2025, is entered into by and between Regional Center of the East Bay, Inc., a California nonprofit corporation (“**RCEB**”) and R & D Transportation Services, Inc., a California corporation (“**Contractor**”) in accordance with the following facts:

- A. RCEB has an established need for transportation broker services for its consumers with intellectual and developmental disabilities residing in Contra Costa and Alameda Counties, which are within RCEB’s catchment area.
- B. Contractor represents that it has experience and expertise in the business of providing transportation broker services and wishes to provide such services to RCEB.
- C. Contractor represents that it has been vendored to provide transportation broker services in accordance with the requirements of the California Code of Regulations (17 CCR, Division 2) and the California Department of Developmental Services (“**DDS**”).
- D. Contractor agrees to provide safe, efficient and cost effective transportation brokerage services to RCEB’s consumers, and RCEB agrees to compensate Contractor for such services, pursuant to the terms and conditions of this Agreement.

THEREFORE, based on the facts set forth above, RCEB and Contractor agree as follows:

1. **PARTIES TO THE AGREEMENT.** The parties to this Agreement are:

1.1 Regional Center of the East Bay, having its principal office at 500 Davis Street, Suite 100, San Leandro, CA 94577; and

1.2 R & D Transportation Services, Inc., having its office at 807 Camarillo Springs Road, Suite B, Camarillo, CA 93012.

2. **AUTHORIZED REPRESENTATIVES; SEPARATION OF OWNERSHIP.**

Representatives of the respective parties who are authorized to administer this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

2.1 The representative of RCEB shall be the Director of Community Services, Steve Robinson, and in his absence, designated staff persons of RCEB.

2.2 The representative of Contractor shall be Leticia Leon, Vice President, and in his absence, designated staff persons of Contractor.

3. **CERTAIN DEFINITIONS.**

3.1 “**17 CCR**” refers generally (or specifically as cited) to the California Code of Regulations, Title 17, Division 2 (Department of Developmental Services).

3.2 “**Attendant**” or “**Aide**”, if any, is a person assigned by RCEB to a route or a site for the purpose of assisting and monitoring consumers receiving services from a Transportation Vendor (defined below).

3.3 “**RCEB**” includes all officers and employees of RCEB. RCEB shall identify in writing all of its designees to Contractor.

3.4 “**Contractor**” includes all officers and employees of Contractor, plus any agent, person, corporation or other entity rendering any services under this Agreement on behalf of Contractor.

3.5 “**Rate of Payment**” means the price(s) charged to RCEB by Contractor, and paid to Contractor by RCEB, for each unit of service, as identified in the Payment Agreement attached hereto as Exhibit A and incorporated herein by this reference (the “**Payment Agreement**”).

3.6 “**Special Incidents**” are defined by 17 CCR, Section 54327, and include but are not limited to the following events in which consumers are involved:

3.6.1 Any incident involving a serious bodily injury when the consumer is under the care and supervision of Transportation Vendor;

3.6.2 Any incident in which a consumer is missing when the consumer is under the care and supervision of a Transportation Vendor, and sufficient time has passed (but in any event not to exceed twenty-four (24) hours) so that a missing person’s report is required by law to be filed concerning the consumer; and

3.6.3 The death of any consumer, regardless of cause or living arrangement.

3.7 “**Transportation Vendor**” means a transportation service provider who has met all the requirements and standards of Title 17, Section 54320 and has been assigned vendor identification number(s) and service code(s) by RCEB.

4. **TERM OF THE AGREEMENT: PERFORMANCE REVIEWS.** The term of this Agreement is for a period of three years, starting July 1, 2025, and ending June 30, 2028, unless terminated prior to that time by either party in accordance with the provisions of this Agreement.

4.1 For purposes of this Agreement, any and all references herein to “the term of this Agreement” shall include any renewals and/or extensions hereof unless specifically provided to the contrary. However, Contractor understands that no right to renew this Agreement is expressed or implied. At the end of the original term of this Agreement, RCEB may choose to offer to renew, or not to renew, this Agreement in RCEB's sole and arbitrary discretion.

4.2 Before taking effect, the Agreement shall be signed by the authorized representatives of both contracting parties identified in Section 2 of this Agreement.

4.3 If Contractor provides services to RCEB beyond the expiration date of this Agreement, and RCEB accepts such services, then unless the parties agree differently in writing, this Agreement shall become a month-to-month contract, terminable by either party (i) without cause on ninety (90) days' written notice or (ii) in accordance with Section 13 below.

5. **SCOPE OF WORK.**

5.1 Contractor shall, at the times and locations specified by RCEB, furnish labor, equipment, software, technology and other resources and supplies as required, to provide safe, reliable and efficient transportation broker services to RCEB for its consumers who reside in RCEB's service area and who are authorized by RCEB to receive specific types of transportation services from a Transportation Vendor or other generic resources.

5.2 In accordance with 17 CCR, Section 50608 (Contract Duties and Responsibilities), Contractor agrees that the level of services provided pursuant to this Agreement shall, at a minimum, be consistent with the provisions of (1) this Agreement, (2) any other program design required by RCEB and (3) Contractor's Program Design attached hereto as Exhibit B (the "**Program Design**"). RCEB and DDS have relied on such documents in establishing the Rate of Payment in the Payment Agreement. The Program Design is a part of this Agreement; Contractor shall at all times comply with the provisions in the Program Design and the Program Design shall comply with the provisions of 17 CCR, Section 50608(a)(2). If any conflict exists between the terms of this Agreement and the scope of Contractor's services and obligations set forth in the Program Design/Service Agreement, the provisions that most broadly protect the Regional Center's consumers shall control.

6. **TRANSPORTATION SYSTEM BROKER SERVICES.** Contractor shall provide the following broker services to RCEB:

6.1 **Transportation Planning, Route Design and Scheduling:**

6.1.1 Contractor shall, utilizing proprietary software, plan and prepare routes and schedules and cost estimates for the provision of services by specified Transportation Vendors as requested by RCEB. Contractor shall provide documentation of the actual fee and proof of payment in a manner determined by and acceptable to RCEB.

6.1.2 If this Agreement terminates for any reason, and if so requested by RCEB, Contractor shall cause the owner (the "**Licensor**") of any third party transportation software (the "**Software**") used by Contractor to transfer the license in the Software to RCEB. In such event, Contractor acknowledges that (i) the Licensor's license will continue in full force and effect as an agreement between RCEB and Licensor (but RCEB will have no liability for any acts, omissions or defaults by Contractor), (ii) RCEB will become the "Licensee" under the Licensor's license, with no additional license transfer fees charged by Licensor and (iii) thereafter RCEB shall pay for the right to continue use of the license for a time period chosen by RCEB.

6.1.3 Contractor shall provide transportation system planning and analysis to ensure that the transportation system in RCEB's catchment area shall have sufficient buses and capacity, at all times, to serve all referred RCEB consumers during the term of this Agreement. Contractor shall ensure that all consumer referrals can be served within five (5) business days of

referral and that a waiting list does not develop in the transportation system. If Contractor cannot comply with such five (5) business day deadline due to events outside of its reasonable control, then Contractor shall so notify RCEB in writing within such five (5) business day period of the cause for the delay and the expected date that the consumers who have been referred by RCEB will be served by the applicable Transportation Vendor; provided, however, all such consumer referrals must be served by Transportation Vendors within five (5) calendar days after the expiration of the original five (5) business day period, subject to delays beyond Contractor's reasonable control.

6.1.4 All transportation plans, routes and schedules are subject to the approval of, or revision by, RCEB. Routes submitted to RCEB shall be well planned, taking into consideration the individual consumer needs as well as the needs of other consumers on same route as well as the efficiency of the system as a whole. Routes should be accurate and correct 90% of the time at a minimum.

6.1.5 All final routes become the property of RCEB.

6.1.6 In the development of routes and schedules, Contractor shall take into consideration health, safety, efficiency, generic resource options and other individual needs of RCEB consumers.

6.1.7 Contractor and RCEB will together establish a cost analysis threshold (the "**Threshold Cost**") based upon the average cost per consumer charged by Transportation Vendors for transportation services in RCEB's catchment area. The Threshold Cost will be re-evaluated by the parties on a quarterly basis, and Contractor shall adjust the Threshold Costs if appropriate and if approved by RCEB's Chief Financial Officer or their designee. Any transportation service request by a Transportation Vendor that does not increase transportation costs by more than the Threshold Cost will be immediately processed by Contractor. Any service request that exceeds the Threshold Cost will require a signed authorization by the authorized RCEB representative before Contractor shall be allowed to process such service request. In such cases, Contractor shall submit the cost analysis to RCEB (showing the amount by which such cost exceeds the Threshold Cost) within 3 working days after Contractor receives such service request. If Contractor cannot comply with such 3-day deadline due to events outside of its reasonable control, then Contractor shall so notify RCEB in writing within such 3-day period of the cause for the delay and the expected date that Contractor will provide its cost analysis to RCEB.

6.1.8 Routing and scheduling shall be aimed at providing the optimum mix of efficient, effective and quality service, as determined by RCEB. In the absence of other objectives articulated by RCEB, Contractor shall strive to reduce total vehicle service hours and individual and average consumer ride times to the minimum necessary for safe and effective transportation. Routes and schedules shall be provided to RCEB's identified Transportation Vendors as requested by RCEB. Contractor shall ensure that all consumers' one-way ride times do not exceed ninety (90) minutes. Contractor shall promptly notify RCEB's Director of Community Services or their designee in writing when consumers' one-way ride times exceed ninety (90) minutes. On a quarterly basis as provided in Paragraph 6.2.5 below, Contractor shall provide RCEB with a set of monthly reports for the prior three months listing all consumers

whose one-way ride times exceeded ninety (90) minutes, along with recommendations to reduce future ride times below ninety (90) minutes.

6.2 Service Monitoring and Vendor Contract Monitoring:

6.2.1 As the designee of RCEB, Contractor shall coordinate and monitor the daily operation of specified Transportation Vendors and provide troubleshooting and consultation to vendors to assure compliance with contract and vendor requirements including performance, incident reporting, safety awareness and driver/Attendant responsibilities. Training shall include, but not limited to, mandated reporting, Special Incident reporting processes as well as reporting of non-reportable incidents, RCEB values and processes, understanding developmental disabilities, understanding characteristics of developmental disabilities, safety issues, strategies for dealing with consumers with challenging behaviors (including, but not limited to, de-escalating potentially volatile situations and intervention techniques), and RCEB's role and responsibilities. Contractor's curriculum shall be approved by RCEB in advance of any training session and amount of training shall be determined by RCEB.

6.2.2 Contractor shall work with RCEB to develop and maintain a quarterly contract compliance checklist for each of the Transportation Vendors under Contractor's responsibility. Contractor shall assure that the quarterly contract compliance checklist will be completed each quarter by each respective Transportation Vendor as a Self-Survey. Quarterly reports will specify any areas not in compliance and Transportation Vendor's plan to correct deficiencies including timelines. Contractor shall sample a predetermined amount of each line item of the Self-Survey (as determined by RCEB), and will verify that the Transportation Vendor has complied with any Corrective Action Plan.

6.2.3 Contractor shall conduct semi-annual quality assurance reviews/audits for each Transportation Vendor. Contractor shall complete a quality assurance/audit review for at least 25% of the vehicles that are scheduled at the site they are reviewing, example: 24 buses are scheduled for a site, Contractor shall be responsible for documenting their observation of six of those buses. Contractor to develop a quality assurance/audit report, approved by RCEB, for each semi-annual visit.

6.2.4 Contractor shall coordinate separate meetings with Transportation Vendors as a group, or individually, as requested by RCEB, to review issues and manage contract compliance. RCEB's Community Services Director or designee will work with Contractor to develop a standard agenda for such meetings. Contractor staff shall document meeting outcomes with a plan to resolve outstanding issues. Contractor shall forward a copy of the report and the plan to correct identified issues/ problems to the RCEB Community Services Director or designee, within two weeks following the meeting.

6.2.5 Each quarter, Contractor will submit a monthly routing summary report to RCEB. This monthly report shall provide detailed route information including, but not limited to:

- a) Total route changes performed during the month.

b) Detailed information and explanation for those consumers who exceed a total ride time of ninety (90) minutes and a plan to reduce ride time to ninety (90) minutes or less.

c) List of RCEB-approved routes that are above average with respect to cost and or time.

d) Detailed information and explanation concerning all consumers whose daily cost exceeds the average cost, or other information as mutually agreed upon by both parties. A master list may be used for those consumers for whom RCEB has approved a rate above the average cost.

6.2.6 As the designee of RCEB, Contractor shall review Transportation Vendor billings and conduct or participate in billing audits as requested by RCEB.

6.2.7 Contractor shall generate and monitor a monthly absence list to determine which consumers need to be reviewed by RCEB and which consumers may need to have their space held or released. A copy of this report shall also include the average individual cost per day. Contractor shall submit a copy of the report to RCEB's Community Services Director each month.

6.2.8 Contractor shall monitor the on-time performance of the contracted Transportation Vendors and provide an analysis of the issues affecting performance and develop an action plan to improve the on-time performance by each Transportation Vendor as needed. Contractor will prepare a quarterly "on-time performance report" by catchment area. The report format will be designed by Contractor and approved by RCEB, including, but not limited to: vehicle maintenance issues; chronic system issues and an action plan to improve on-time performance. Contractor will submit this report quarterly to the RCEB Community Services Director and RCEB Senior Management staff. RCEB and Contractor to hold quarterly meetings to review Contractor's and Transportation Vendors' performances.

6.3 Liaison with Consumers, Families, Programs and RCEB Staff: Contractor shall provide daily customer and liaison services for RCEB with RCEB's Transportation Vendors, consumers, families and program staff in the provision of transportation broker services as necessary for the safe, timely and efficient provision of services and the resolution of problems. Contractor customer service representatives shall be knowledgeable and available by phone during business hours, commensurate with demand, and shall respond to in-coming calls in a timely manner. Contractor shall provide to RCEB a monthly report on Contractor's telephone system performance, including but not limited to hold times. On a quarterly basis, Contractor and RCEB shall review such telephone performance. Upon RCEB's request, Contractor shall develop a corrective action plan to improve the timeliness of Contractor's telephone system performance.

6.4 General Transportation Planning and Assistance: Contractor shall assist RCEB in planning for the future transportation needs of its consumers, and in accommodating growth and changes in eligibility, program hours, program location, consumer address or other variables affecting the provision of transportation services. Contractor shall also advise RCEB regarding

policies and issues related to the provision of transportation services. Contractor shall provide RCEB with a written Twelve (12) Month Rolling Plan (the “PLAN”) that projects the timely addition of new buses for RCEB's catchment areas. The PLAN shall be revised yearly and delivered to RCEB's Chief Financial Officer and Community Services Director on a quarterly basis. This plan shall be proactive and identify projected new programs, projected program expansion, consumer growth, and other changes impacting the transportation system in RCEB's catchment areas. Contractor shall work with RCEB in identifying monthly changes and shall utilize its expertise to incorporate current bus capacity, routes, ride times exceeding ninety (90) minutes, equipment type and other critical elements to develop the PLAN for adding buses in a timely and cost effective manner. The PLAN shall allow for reasonable time for new bus delivery. The PLAN shall identify the number of new buses by catchment area, the date for vehicles to be placed in service and the order date required by each Transportation Vendor. RCEB acknowledges that Contractor will require time to collect information from RCEB, and to assess existing Transportation Vendor capacity in order to generate a plan to align with the organizational objectives of RCEB.

6.4.1 Contractor shall submit written requests to add new buses during the fiscal year to the RCEB Executive Director or designee. The requests shall include detailed information to justify the request.

6.5 Structured Oversight of RCEB's Transportation Vendors' Billings: During the term of this Agreement, Contractor shall oversee RCEB's Transportation Vendors' billings under Service Code 875 (transportation company), Service Code 880 (transportation additional component), Service Code 882 (transportation assistant) and Service Code 895 (public transportation). In particular, Contractor shall:

6.5.1 Review Invoices for Accuracy. Review all Transportation Vendor invoices on a monthly basis to verify the accuracy of the units of services billed prior to payment, including the following:

- a) Compare units of services billed by Transportation Vendors with scheduled routes;
- b) Perform monthly reconciliations of scheduled units of service with actual units of service invoiced by Transportation Vendors.
- c) Maintain records by route, detailing scheduled units of service and actual units of service provided;
- d) Reconcile any billing differences between actual units of service billed and authorized units of service, coordinate with Transportation Vendors to resolve discrepancies observed, and communicate any billing adjustments to RCEB.

6.5.2 Monitor Scheduling Changes. Identify potential scheduling changes based on Contractor's review of invoices, and communicate these changes to the Transportation Vendor, consumer and their family, and RCEB's staff;

6.5.3 Monthly Expenditure Tracking Reports. Prepare monthly expenditure tracking reports, in a format approved by RCEB, including but not limited to:

- a) Total consumers served;
- b) Total service days during the month;
- c) Total units of services provided during the month;
- d) Billable services to RCEB and billable services to other regional centers;
- e) Total actual expenditures compared to scheduled costs for the month for all of RCEB's transportation services; and
- f) Total actual expenditures compared to scheduled costs for the month by Transportation Vendor.

6.5.4 Documentation Maintenance. Maintain all documentation substantiating all scheduled route hours, actual route hours, and billing adjustments for a minimum of 5 years from the date such events occur, per Title 17 Section 50605;

6.5.5 Written Procedures. Establish detailed written procedures for all processes; and

6.5.6 Internal Controls. Establish and maintain a clear system of internal controls and record keeping, established in accordance with generally accepted accounting practices and in compliance with all relevant Federal, State, and local statutes, regulations, and guidelines.

7. **ADMINISTRATION AND REPORTING**. Contractor shall administer services in accordance with the provisions of this Agreement, maintain records and provide RCEB with reports of service, performance, incidents, ridership and satisfaction. Records and reports shall include, but not be limited to the following:

7.1 Accounting and Service Reporting:

7.1.1 Internal Controls. 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, Chapter 1, Subchapter 6, "Service Provider Accountability" as well as all relevant Federal, State, and local statutes and guidelines.

7.1.2 Information to be Included with Invoices. Based on the rates on Exhibit A (or any subsequently modified rates of payment), Contractor shall prepare and submit a monthly invoice and supporting documentation as required by this Agreement, in a format approved by RCEB, which shall include:

- a) total number consumers served, identified by vendor and sponsoring regional center or funding source as identified to Contractor by RCEB;
- b) total services days for the month;
- c) total units of service by Contractor and total dollars billable by Contractor for the month;
- d) total units of service by vendor number and service codes authorized by Contractor to be billed by other Transportation Vendors;

7.1.3 Contractor shall prepare, maintain and submit consumer database, route and schedule information as identified below in formats approved by RCEB which shall include:

- a) Updated consumer lists including current rate information, shall be submitted at least monthly or more frequently as indicated based on service needs and characteristics;
- b) By the fifth (5th) working day of each month, Contractor will submit a current master list of all routes to RCEB. Route sheet information shall include:
 - i. route identification indicating am or pm route and destinations;
 - ii. consumer names;
 - iii. sequential addresses for pick-up and/or drop off;
 - iv. scheduled start time of route upon leaving yard, time for each consumer pick-up and/or drop off, and end time for route upon return to yard;
 - v. requirement for Attendant;
 - vi. other consumer specific information including information on consumer release.

7.1.4 Contractor shall maintain and make available to RCEB upon request system performance information including but not limited to:

- a) on time performance of specific Transportation Vendors;
- b) growth/change/cost analysis;
- c) consumer emergency information including but not limited to: names and phone numbers of personal contacts and known allergic reactions. RCEB will collect and provide this information to Contractor. Contractor will input this information into its database upon receipt of information of RCEB.

7.2 Incident and Special Incident Reporting: Contractor shall ensure that all consumer-related Special Incidents which come to the attention of Contractor directly or via report and/or any other accidents or incidents which are, or may be, in the judgment of Contractor, detrimental to consumer health or safety, will be reported or forwarded to RCEB in accordance with Title 17, Section 54327 (Requirements for Special Incident Reporting by Vendors), and as follows:

7.2.1 All Special Incidents shall initially be reported to RCEB verbally or in writing as soon as possible, and in no case later than the end of the same day that the incident occurs and Contractor receives notification of same. Reports after RCEB's business hours may be made via RCEB's SIR reporting software (Therap), voice mail, or fax. Contractor shall contact RCEB's on-duty worker for assistance in the event of a serious incident which is brought to Contractor's attention after business hours and which may require immediate attention to protect the health and safety of consumers.

7.2.2 Contractor shall ensure that those members of their staff who will have contact with consumers or Transportation Vendors receive Special Incident and mandated reporter training. Additionally, Contractor shall monitor drivers, Aides and dispatchers of the Transportation Vendors, receive Special Incident reporting and mandated reporter training prior to working with RCEB's consumers.

7.2.3 A complete written report on all incidents shall be provided and/or forwarded by Contractor within 48 hours. Basic information regarding an incident shall include the identification of consumer(s) and/or other parties involved, any consequences to consumers and others, any initial action taken by Contractor's personnel during or in response to the incident. Contractor may participate with the transportation coordinator in the follow-up of incidents as requested by RCEB.

7.2.4 Contractor shall assist RCEB to gather information to support the resolution of incidents, and to coordinate with Transportation Vendors to document preventative actions as may be requested by RCEB.

7.3 Other Record-Keeping and Consumer Monitoring.

7.3.1 If in Contractor's opinion the health and/or safety of a consumer, or others, may be jeopardized, Contractor shall verbally communicate such concerns to RCEB as soon as possible, and in writing within one (1) working day of the event.

7.3.2 In accordance with 17 CCR, Section 58521 (Consumer Information), Contractor shall assure that all of its personnel maintain, and keep confidential, all consumer information received from RCEB, and utilize such information only as necessary to provide safe and effective Transportation Services.

7.4 Vendor Disclosure Statement. Upon the execution of this Agreement, and at all other times upon RCEB's request, Contractor shall complete, sign and deliver to RCEB a Vendor Disclosure Statement (DDS Form DS 1891). Contractor shall also submit an updated signed and

dated DS 1891 Form to RCEB within thirty (30) days of any change in the information previously submitted pursuant to this Section.

7.5 Contractor Reviews and Audits

7.5.1 This Section 7.5 applies because all payments Contractor cumulatively receives from RCEB and other regional centers during each state fiscal year exceeds Five Hundred Thousand Dollars (\$500,000).

7.5.2 Contractor shall, at RCEB's request and at Contractor's cost, cause an independent Certified Public Accountant to annually (1) provide either an independent review report of Contractor's financial statements for Contractor's fiscal year that includes the last day of the most recent state fiscal year when the amount received from the regional centers during each state fiscal year is more than or equal to Five Hundred Thousand Dollars (\$500,000), but less than Two Million Dollars (\$2,000,000), or provide an independent audit if the amount received from regional centers during each state fiscal year is equal to or more than Two Million Dollars (\$2,000,000); and (2) provide a copy of either the review results (the "**Review Report**") or the annual audit results (the "**Audit Report**") to RCEB.

7.5.3 If Contractor engages an independent Certified Public Accountant to review (but not audit) Contractor's financial statements, (i) the review shall, at minimum, comply with the provisions set forth in WIC, Section 4652.5(e) and (ii) the Review Report shall, at minimum, comply with the provisions set forth in WIC, Section 4652.5(f).

7.5.4 Contractor shall complete the audit or review within nine (9) months after the end of Contractor's fiscal year, and submit to RCEB pursuant to WIC, Section 4652.5(b).

7.5.5 In accordance with WIC, Section 4652.5(b), Contractor shall provide copies of the independent Audit Report or Review Report to RCEB within 30 days after completion of the audit or review.

7.5.6 If RCEB believes that any issues identified in the Audit Report or Review Report have an impact on services Contractor provides to RCEB's Consumers, 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 uncured breach, RCEB may, among its other remedies, terminate this Agreement.

7.5.7 If RCEB does not find any issues in Contractor's prior year Audit Report or Review Report, Contractor may apply, in writing, to RCEB for a two-year exemption from the independent Audit Report or Review Report.

7.6 Administrative Cost Cap. If the Contractor's compensation under the attached Payment Agreement is based on a negotiated rate (rather than a DDS-established rate of payment), Contractor agrees that it will not spend more than 15% of the funds it receives from RCEB under this Agreement on Contractor's administrative costs. For purposes of this paragraph, Contractor's administrative costs shall include all of the items listed under California Welfare and Institutions Code ("**WIC**") §4629.7(a)(1) through (15), as such provisions may be

amended from time to time. Conversely, those costs Contractor incurs that are immediately associated with the services Contractor offers to RCEB's consumers are considered direct service expenditures, and are not administrative costs. To insure Contractor complies with these requirements, Contractor shall, to the extent permitted under applicable law, provide RCEB with access to all books, documents, papers, computerized data, source documents, consumer records, and other records pertaining to Contractor's negotiated rates, upon RCEB's reasonable prior written request.

8. **OPERATIONS.**

8.1 **Facilities Equipment:** Contractor shall maintain adequate planning, operations and administrative facilities and equipment necessary to provide efficient and cost effective transportation broker services and to fulfill all reporting requirements pursuant to this Agreement.

8.2 **Administrative, Supervisory and Operational Personnel:**

8.2.1 Contractor shall maintain personnel as required for effective management, supervision and operation of the transportation broker services provided to RCEB under this Agreement. This shall include the availability of personnel to receive and place telephone calls, to perform liaison services, to monitor transportation services during the hours consumers are being transported, and to respond to emergencies as they occur. (See Program Design, Organizational Chart).

8.2.2 Contractor shall at all times, at a minimum, have personnel who are bilingual in English and Spanish to respond to calls from consumers and families.

8.2.3 In addition to such other management and supervisory personnel as may be required to perform services hereunder, Contractor shall assure that during all operating hours one designated staff person shall be available for the purpose of monitoring services and with the authority to act on behalf of Contractor.

9. **SERVICE DESIGN AND QUALITY REQUIREMENTS.** In the performance of service under this Agreement, Contractor shall conform to the following parameters of service design and quality and in the Program Design:

9.1 **Days and Hours of Operation.** During the term of this Agreement, service shall be provided five (5) days per week, Monday through Friday, except for those days designated by RCEB as holidays. Hours shall be 8:00 am to 5:00 pm or *as required* for personnel to be on duty from the first consumer pick-up to the last consumer delivery. After hours there shall, at a minimum, be a system for recorded information and messages.

9.2 **Service Authorization:** Services for individual consumers will be authorized by RCEB's Case Management Department or other individual(s) so designated by RCEB.

9.3 **Service Termination:** Contractor shall not refuse service, or terminate, or otherwise indefinitely suspend transportation service for any consumer without consultation with and prior approval of RCEB.

9.4 New Service Notification: The consumer or family/care provider(s) of each new rider on vendored transportation shall be notified by Contractor, a minimum of two (2) days prior to the day on which new transportation service is to begin concerning the start date and pickup and drop-off times. In addition, all passengers on any route whose times are changed in the scheduling process by more than ten (10) minutes shall also be notified of such new pickup and drop-off times a minimum of two (2) days prior to the day on which such revised service is scheduled to begin. The program site to be attended by a new consumer shall also be contacted by Contractor to confirm the first day of service prior to that day of service.

9.5 Late Vehicle Notification: Families/care providers and program staff shall be notified by Contractor when vehicles of specified Transportation Vendors will be arriving more than fifteen (15) minutes behind schedule. Contractor will re-contact the affected families/care providers and/or programs to advise of additional delays or revised arrival projections and generally make best effort to keep parties advised according to the situation.

9.6 Customer Service Complaint Resolution: Contractor shall respond to routine complaints within the same day in which the complaint is received. Within 3 working days, Contractor will investigate and if possible, resolve any complaints regarding transportation services under this Agreement.

9.7 Grievance Procedure: At the beginning of the term, Contractor shall provide to RCEB, as part of Contractor's Program Design, a copy of Contractor's written internal procedure to resolve consumer grievances in accordance with the provisions of 17 CCR, Section 50608(e) (Contract Duties and Responsibilities). Contractor shall also provide to RCEB all revisions to such grievance procedure as they are implemented. The procedure shall be provided to consumers, families and programs upon request.

9.8 Consumer Release: For purposes of this Agreement, all consumers are to be considered to require release only to the custody of a responsible adult unless otherwise specified in writing by RCEB or family and transmitted to Contractor.

9.8.1 If a Transportation Vendor reports that a consumer requiring release into the custody of a responsible adult cannot be appropriately released, Contractor shall monitor and attempt to resolve the situation until resolved or until appropriate RCEB personnel can be contacted. If after the completion of the entire route on which the monitored consumer is riding, an appropriate adult is still not available, Contractor shall contact RCEB to address the individual consumer's situation and to identify a location or other appropriate action concerning safe delivery of the consumer. After RCEB's working hours, RCEB's on-call personnel shall be contacted utilizing RCEB's emergency answering service procedure.

10. **ROUTE PLANNING AND SCHEDULING REQUIREMENTS.** In the planning, scheduling and issuing of routes for designated Transportation Vendors, Contractor shall conform to the following parameters:

10.1 Ride Time: Scheduled consumer ride/travel time shall be no greater than ninety (90) minutes, one way, unless specific approval for such is given by RCEB.

10.2 Arrival Time: Scheduled program delivery/arrival time shall be the program start time or no more than fifteen (15) minutes prior to the scheduled program start time; scheduled program pick-up/departure time shall be the program end time or no more than fifteen (15) minutes after the scheduled program end time, unless specific approval to do otherwise is given by RCEB. The designated program start and end times shall be identified by RCEB.

10.3 Route Changes: Contractor shall create or make changes to routes as requested by and confirmed by RCEB and provide such information to designated Transportation Vendor so that transportation services are delivered as follows:

10.3.1 Suspend or delete service for a consumer the next working day following notification from RCEB.

10.3.2 Add a new consumer to a route, or implement a consumer change of address, change of program or change of schedule within five (5) working days following notification by and confirmation from RCEB, unless otherwise agreed upon with RCEB. Any changes to transportation will be processed by Contractor and implemented with consideration to the operational capacity maintained by Transportation Vendors contracted by RCEB.

10.3.3 Increased or decreased service resulting from program, service and/or consumer population growth and changes shall be deemed an ordinary part of this Agreement. For major service design changes such as new program additions or site relocations, schedules and vehicle deployment levels shall be implemented by Contractor in accordance with timelines agreed upon by the parties in accordance with the situation.

11. COMPENSATION AND FISCAL PROVISIONS.

11.1 Compensation.

11.1.1 In consideration for Contractor's provision of services described in this Agreement, RCEB agrees to pay Contractor in accordance with the rates identified on the attached Payment Agreement. Notwithstanding the foregoing, Contractor's right to payment is subject to any required review and approval of this Agreement by (i) DDS in accordance with 17 CCR, if applicable and (ii) RCEB's Board of Directors under WIC, Section 4625.5.

11.1.2 In accordance with Title 17, Section 50609(f), the maximum total amount payable by RCEB to Contractor under the full term of this Agreement shall not exceed the amounts identified in the Payment Agreement.

11.1.3 RCEB's payment to Contractor shall be only for authorized services rendered pursuant to this Agreement.

11.1.4 The cost of Contractor's total monthly billing shall be allocated by RCEB, based on proportionate actual cost or formula distribution, among RCEB, other sponsoring regional centers and/or other funding sources, based on the number of authorized consumers transported for each center or funding source.

11.1.5 Payments to Contractor shall be calculated and payable by RCEB monthly in arrears, contingent upon RCEB's receipt of a properly documented invoice with service information as required by the provisions of this Agreement.

11.1.6 For each properly documented invoice received by RCEB by the fifth day of the month following Contractor's month of service, RCEB shall issue payment within 20 working days. Properly documented invoices received by RCEB after the fifth day of the month may be subject to payment by RCEB more than 20 working days thereafter.

11.1.7 In accordance with 17 CCR, Section 54326(a)(12), (General Requirements for Vendors and Regional Centers), the money paid by RCEB (or other regional centers) to Contractor for providing its services to authorized consumers shall be the total compensation to which Contractor shall be entitled for performance of this Agreement and its requirements. Contractor shall make no additional charges or billings beyond this Agreement to regional center consumers or families, without prior review and approval of RCEB. This provision shall not be construed to apply to the pro-rating of the billing or charging of private fees for other riders who are not funded by regional centers.

11.1.8 In accordance with 17 CCR, Section 50609(d) (Contract Fiscal Provisions), consideration paid by RCEB to Contractor, as provided herein, shall be the total compensation for performance of the contract and its requirements, unless otherwise expressly provided.

11.1.9 If RCEB questions any portion of a billing by Contractor as to proper documentation or authorization, then RCEB reserves the right either to issue a partial payment (thereby holding the amount in question, pending resolution), to issue payment and subsequently adjust a future payment pending resolution, or to do both. RCEB shall not, however withhold total payment of any properly documented invoice if only a portion of the amount is in question. RCEB shall identify to Contractor any disputed item and/or reasons for a withheld payment along with the issuance of the undisputed payment.

11.2 Legislative Payment Reduction. Notwithstanding anything in this Agreement to the contrary, all of the Rates of Payment described in the Payment Agreement are subject to payment reductions that may in the future be implemented by the California State Legislature, as such reductions may be further increased or reduced, and will remain in effect until withdrawn by the State of California. If a payment reduction is implemented, Contractor may elect to terminate this Agreement with 60 days' notice to RCEB.

11.3 Electronic Billing. Contractor shall use electronic billing under DDS's Regional Center e-Billing System Web application for all of Contractor's invoices to RCEB under this Agreement, as set forth in WIC Section 4641.5(a)(1) through (2).

12. **MONITORING, INSPECTIONS AND AUDIT PROVISIONS.**

12.1 For purposes of audit and inspection in accordance with this Agreement, RCEB and Contractor specifically agree to utilize and be bound by 17 CCR, Subchapter 6, (Service Provider Accountability) in accordance with the following Sections (as they may be amended from time to time):

- 50602. Definitions;
- 50603. Access to Service Provider Records;
- 50604. Service Provider Record Maintenance Requirements;
- 50605. Service Provider Record Retention Requirements; and
- 50606. Regional Center Auditing Requirements.
- 50610 Contract Fiscal Audits

12.2 Contractor shall maintain all records pertaining to the provision of services to consumers in accordance with this Agreement and with 17 CCR, Section 50605, for a minimum period of five (5) years after the later of (i) the date of Contractor's receipt of final payment from RCEB for the applicable State fiscal year or (ii) the resolution of any audit pertaining to Contractor's services under this Agreement.

12.3 During the term of this Agreement, such records shall be maintained at the following place of business of Contractor: **807 Camarillo Springs Road, Suite B, Camarillo, CA 93012**. Such records shall not be removed from such place of business of Contractor without Contractor's prior written notification to RCEB, and RCEB's reasonable approval of the new location.

12.4 Contractor agrees to utilize and be bound by 17 CCR, Subchapter 7, (Fiscal Audit Appeals), Sections 50700 through 50767, and WIC, Section 4648.2, should Contractor elect to appeal any of RCEB's or DDS's audit findings and/or recommendations.

12.5 Contractor agrees to accept financial liability for any audit findings and/or recommendations disclosed by audit and agrees to promptly repay amounts owed within 30 days of request, unless appealed and repayment is stayed pursuant to 17 CCR, Section 50705 (Recovery of Overpayments).

12.6 Contractor shall include the requirement to store records and RCEB's right to audit, monitor and or inspect same under the terms of this Agreement in any service agreements to perform work under this Agreement.

13. **TERMINATION**.

13.1 This Agreement may be terminated by RCEB in accordance with the procedures below, without prejudice to any other rights or remedy, if RCEB determines that any of the following grounds for termination exist:

13.1.1 Contractor has not complied with any provisions of this Agreement or the terms of any purchase of service authorization; or

13.1.2 Contractor has not complied with any of the vendorization requirements in 17 CCR, Section 54370(b)(1) through (9). For purposes of this Paragraph, Contractor's failure to maintain the insurance required by this Agreement constitutes Contractor's failure to comply with vendorization requirements under 17 CCR, Section 54370(b)(1) and (b)(4); or

13.1.3 Contractor has not complied with (1) applicable Federal or State regulations, (2) local ordinances or (3) statutes governing (a) Contractor's service program hereunder or (b) the provision of services to persons with developmental disabilities; or

13.1.4 Contractor has filed for bankruptcy, and such claim has not been dismissed within 90 days, or Contractor has made a general assignment for the benefit of creditors, or a receiver is appointed as a result of Contractor's alleged insolvency.

13.2 If RCEB determines that conditions exist under Section 13.1 which constitute grounds for termination of this Agreement, RCEB or its authorized representative shall notify Contractor in writing.

13.2.1 If the basis for terminating this Agreement is based on an event described in Paragraphs 13.1.1, 13.1.3 or 13.1.4 above, RCEB shall deliver its termination notification by certified mail to Contractor 30 days in advance of termination of this Agreement, in accordance with the requirements set forth in 17 CCR, Section 50611 and WIC, Section 4710. Neither RCEB nor Contractor shall terminate this Agreement without complying with the requirements set forth by applicable statutes and regulations including, but not limited to, WIC, Sections 4502, 4646, 4646.3, 4648, 4710 and 4741.

(a) Such written notification shall contain the reason or reasons for RCEB's intention to terminate this Agreement. Unless Contractor, within 30 days after service of such notice, (1) causes the condition or violation to cease, (2) remits the payment owed under Paragraph 13.3 below, if applicable, and (3) makes arrangements consistent with the terms of this Agreement and satisfactory to RCEB for the correction of the violation, this Agreement shall terminate upon the expiration of such 30 day period, and RCEB shall have no further obligation hereunder.

13.2.2 If the basis for terminating this Agreement is based on any of those events described in Paragraph 13.1.2 above, RCEB shall deliver its termination notification to Contractor by registered return receipt requested mail so that it is received at least one (1) working day in advance of termination of this Agreement, in accordance with the requirements (and containing the information) set forth in 17 CCR, Sections 54370(b) and (d). This Agreement shall not terminate if Contractor takes either of the following actions prior to the expiration of the period stated in the termination notice: (1) corrects the violation(s) to RCEB's satisfaction and provides documentation of the correction to RCEB or (2) timely files an appeal in accordance with Title 17, Section 54380(c).

13.2.3 Pursuant to 17 CCR, Section 54370(g), Contractor's filing of any request for hearing or appeal shall not preclude RCEB from withdrawing purchase of service authorizations under this Agreement if RCEB believes such withdrawal is necessary to protect the health, safety and welfare of its consumers.

13.2.4 After this Agreement terminates, RCEB will pay for all of Contractor's services performed prior to the date of termination, subject to RCEB's offset rights as allowed under this Agreement and by applicable law. RCEB will remit such payment within 30 days after RCEB's receipt of Contractor's invoice for such services.

13.3 At those times when Contractor fails to provide (or fails to adequately provide) the services, or personnel required under this Agreement, RCEB may immediately secure such services from any third party, whether or not RCEB has provided a notice of termination to Contractor. If the cost of securing such services is greater than the cost of the service set forth herein, and if RCEB believes such securing of new services is necessary to protect the health, safety and welfare of its consumers, then Contractor shall be liable for such excess costs for the lesser of (1) the time period until Contractor again provides the services required under this Agreement or (2) the unexpired term of this Agreement, from the time such new services shall commence. In addition, Contractor shall be liable for any other damages sustained by RCEB with respect to such default.

13.4 Contractor may terminate the Agreement on 60 days' notice for reduction of payment rates or failure to pay monthly invoices by the deadline required under this Agreement.

13.5 RCEB may, in accordance with Section 14 of this Agreement (Funding Contingency) terminate or modify this Agreement upon thirty (30) days written notice to Contractor.

13.6 Neither RCEB nor Contractor shall terminate this Agreement without complying with the requirements set forth in applicable statutes and regulations.

13.7 Contractor may terminate this Agreement for cause if RCEB fails to cure a material default hereunder within 30 days after receipt of written notice to do so. Such notice shall state the reasons for such termination. In any event, Contractor hereby waives its right to recover consequential damages, lost profits and/or punitive damages arising out of KRC's breach of this Agreement, whether based in contract or tort.

13.8 Notwithstanding anything in this Agreement to the contrary, RCEB may terminate this Agreement for convenience and without cause at any time on 60 days' advance written notice to Contractor.

14. FUNDING CONTINGENCY

14.1 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 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 agreement with DDS provides that such funding agreement is 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 agreement extends, the funding agreement is 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 to its Consumers, 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 the best interests of its Consumers. If there is a failure of the Funding Contingency, then (1) RCEB shall have no liability to pay any 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.

14.2 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 30 days' notice to Contractor, to reduce the amount of services being provided under this Agreement. In such event, the parties will in good faith negotiate to attempt 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 reduced services within such 30 day period, RCEB shall then either (1) terminate this Agreement, because of the failure of a Funding Contingency or (2) rescind its reduction of Contractor's services, in which event this Agreement shall continue in full force and effect without such reduction in services or compensation.

15. **COMPLIANCE WITH APPLICABLE GOVERNING PROVISIONS.**

15.1 State of California Law; Venue. The laws of the State of California shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties. The venue for any action file to enforce or interpret this Agreement shall be Alameda County, California.

15.2 Applicable Statutes and Regulations.

15.2.1 Contractor warrants and certifies that, in the performance of this Agreement, it shall comply with all Federal, State and local laws and regulations, including but not limited to (i) Division 2 of 17 CCR and Divisions 3 and 5 of Title 22 of the California Code of Regulations and (ii) Divisions 4.5 and 5 of the California WIC, and (iii) all laws and regulations pertaining to labor, wages, hours and other conditions of employment.

15.2.2 Contractor specifically agrees to comply with the following Subchapters of 17 CCR, Division 2 (Department of Developmental Services):

- Chapter 3, Subchapter 2 (Vendorization), Section 54326 (General Requirements for Vendors and Regional Centers) and Section 54327 (Requirements for Special Incident Reporting by Vendors).
- Chapter 1, Subchapter 6 (Service Provider Accountability), Sections 50601 - 50612.
- Chapter 1, Subchapter 7 (Fiscal Audit Appeals), Sections 50700- 50767.

- Chapter 3, Subchapter 18 (Transportation Service), Sections 58500-58570, to the extent applicable to transportation brokers.

15.2.3 The terms of this Agreement shall not be construed in such a way as to excuse compliance with any existing statutes and regulations.

15.3 Permits and Licenses. Contractor and any agents or employees engaged in the provision of services under this Agreement shall maintain all current permits and licenses required by law for the operation of its business and shall operate only as permitted under such permits and licenses.

15.4 Nondiscrimination Provisions.

15.4.1 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 insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

15.4.2 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.

15.4.3 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.

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

15.4.5 Contractor shall at all times comply with the provisions of the Americans with Disabilities Act of 1990, Title I (Employment) and Title III (Public Accommodations and Services Operated by Private Entities).

15.4.6 Contractor shall include the nondiscrimination and compliance provisions of this Section 15 in any third party service agreements to perform work under this Agreement (which agreements are subject to RCEB's approval as provided under Section 23).

15.5 HIPAA. Both parties shall at all times comply 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). Contractor and RCEB shall also be bound by the Business Associate Agreement (“**BAA**”) entered into between such parties; such BAA is incorporated herein by this reference as if directly signed by each party. A copy of the BAA is attached hereto as Exhibit "C".

15.5.1 Within five (5) days after the termination of this Agreement for any reason, Contractor shall (i) return to RCEB, or destroy, all protected health information concerning RCEB’s consumers in Contractor’s possession or control and (ii) deliver to RCEB a Certificate of Return or Destruction of PHI (the “**Certificate**”). RCEB shall provide the Certificate on request .

15.6 Zero Tolerance Policy. Contractor shall at all times comply with RCEB’s Zero Tolerance Policy; such Policy is located on RCEB’s website at <https://v6q90e.p3cdn1.secureserver.net/sites/main/files/file-attachments/zerotolerancepolicy.pdf> and is incorporated herein by this reference.

15.7 Drug-Free Workplace Policy. Contractor shall at all times maintain a drug-free workplace policy.

15.8 HCBS Provider Agreement. Contractor represents and warrants that it has signed the State Department of Health and Human Services’ Home and Community Based-Services Provider Agreement and delivered such signed document to RCEB.

15.9 Website Link to DDS Consumer Complaint Process. This Section is applicable if Contractor has a website. In accordance with WIC, Section 4704.6, Contractor shall conspicuously post on its Internet Web site a hyperlink to the DDS Internet Website page for complaints at <https://www.dds.ca.gov/general/appeals-complaints-comments/consumer-rights->; and DDS’s contact information at <https://www.dds.ca.gov/general/contact-us/> .

15.10 Additional Legislative Restrictions. In accordance with 17 CCR, Section 58524(c)(7) (Transportation Service Contracts), this Agreement is subject to any additional restrictions or conditions enacted by the California Legislature and contained in its annual Budget Act or any other statute enacted by the Legislature which may affect the provisions, terms or funding of this Agreement in any manner.

16. **INSURANCE**.

16.1 Workers’ Compensation Insurance. In accordance with the provision of Section 3700 of the Labor Code of the State of California, Contractor shall maintain Workers’ Compensation insurance at all times during the term of this Agreement;

16.2 Public Liability, Property Damage and Automobile Insurance.

16.2.1 Contractor shall at all times during the term of this Agreement maintain all insurance as required by RCEB including public liability and property damage insurance (including automotive coverage), with endorsements satisfactory to RCEB and in the amount of One Million Dollars (\$1,000,000.00) combined single limit, which shall be primary and non-contributory over any and all valid and collectable insurance which may be available to RCEB. Contractor shall obtain all necessary endorsements and additional coverages to protect RCEB against all loss and liability arising out of Contractor's and its employees', representatives' and agents' use of all vehicles, including separate automobile insurance if applicable. Such insurance shall include a broad form property (including contractual liability) endorsement for the benefit of RCEB. Contractor shall obtain "Owned, Non-Owned and hired Automobile Insurance" for the benefit of RCEB, each with the limits of liability for bodily injury and property damage as set forth above. Such insurance shall apply on an "any auto" basis. Contractor shall not commence work under this Agreement until it has obtained all required insurance, and certificates of insurance have been delivered to and approved by RCEB. All of Contractor's insurance carriers shall at all times be licensed to transact the business of insurance in the State of California, shall have a rating of A- and VII or higher in the most current edition of Best's Insurance Guide, and shall be acceptable to RCEB. All of Contractor's policies or certificates of insurance shall include substantially the following clause: *This policy shall not be canceled as to coverage until written notice has been given to Regional Center of the East Bay of such cancellation by Contractor. The date of cancellation shall not be less than 30 days after such notice is given (10 days for non-payment).*

16.2.2 All of Contractor's insurance (including but not limited to the Owned, Non-Owned and Hired Automobile Insurance) shall contain a Named Insured Endorsement which names RCEB as an additional insured or a Blanket Additional Insured Endorsement. In addition, each certificate of insurance shall list RCEB as an additional insured, shall state the extent of insurance, the locations and operations to which insurance applies and the expiration date of the insurance.

16.2.3 Contractor shall at all times provide RCEB with current copies of Contractor's insurance certificates. If Contractor fails to provide valid current copies of such certificates, RCEB may terminate this Agreement as provided in Section 13, and obtain any services to be provided by Contractor hereunder from any other transportation broker.

16.3 Waiver of Subrogation. Contractor's insurance policies shall contain a waiver of subrogation clause for the benefit of RCEB.

16.4 No Compensation While Uninsured or Underinsured; Remedies Available to RCEB. If at any time during the term of this Agreement the insurance required pursuant to this Section 16 is canceled, reduced or modified, or is otherwise not in force, (1) Contractor shall not be entitled to payment for any services rendered during any such time period and (2) RCEB shall have the option (but not the obligation) to pay any premium necessary to reinstate such insurance to the amounts and coverage required under this Agreement, in which event RCEB shall deduct such costs from the next sums owed to Contractor.

17. INDEMNITY.

17.1 To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless RCEB, DDS the State of California and their respective officers, directors, agents and employees (collectively, the “**Indemnitees**”) from every claim, demand, loss, liability and expense (including but not limited to attorneys’ fees) made or incurred by reason of:

17.1.1 Any personal injury or property damage sustained by Contractor or any person or entity rendering any services under this Agreement on behalf of Contractor, either directly or indirectly, however caused; and

17.1.2 Any personal injury or property damage sustained by any person, or entity, caused by or resulting from any act, neglect, default, or omissions of Contractor or of any person, or entity performing any services in connection with this Agreement on behalf of Contractor; and

17.1.3 Claims under workers’ compensation laws or other employee benefit laws by Contractor’s agents or employees; and

17.1.4 Contractor’s failure to fulfill its obligations under this Agreement in strict accordance with its terms, including Contractor’s breach of any representations or covenants given in this Agreement; and

17.1.5 A violation of any local, state, or federal law, regulation or code by Contractor or by any of Contractor’s employees, agents, consultants or authorized subcontractors in connection with the conduct of their activities performed in connection with this Agreement.

17.2 Contractor at its own expense and risk shall defend any action, legal proceeding, or arbitration or other mediation proceeding, that may be brought against the Indemnitees or any of them on any such claim or demand as set forth above. Contractor shall defend such matter by counsel reasonably satisfactory to RCEB. The Indemnitees need not have first paid any such claim in order to be so indemnified. Contractor shall also pay and satisfy any settlement, or any judgment which may be rendered against the Indemnitees or any of them arising from any injuries described in this Section 17, including but not limited to those claims and demands resulting from the negligence of the Indemnitees or any of them; provided, however, Contractor shall have no duty to indemnify any particular Indemnitee for those injuries caused to Contractor or a third party by the gross negligence of such Indemnitee.

17.3 The indemnity set forth in this Section 17 shall apply during the term of this Agreement and shall also survive the expiration, rescission or termination of this Agreement, until such time as action against the Indemnitees on account of any matter covered by such indemnity is barred by the applicable statute of limitations.

18. **AMENDMENTS AND WAIVERS.**

18.1 Contract Amendments and Modifications. The parties to this Agreement may amend, extend or otherwise modify the scope of services as described herein. However, any such modifications shall not be valid unless they are documented in writing and signed by all parties to this Agreement.

18.2 **Compliance.** Any amendment or modification of this Agreement shall comply with requirements of applicable Federal, State and local statutes and regulations.

18.3 **Waiver; Cumulative Remedies.** The failure of a party to enforce any of its rights by reason of any breach of a covenant by the other party will not constitute a waiver of such breach. No custom or practice which may develop between the parties in the course of administering this Agreement will be construed to waive any party's right to insist upon the performance by the other party of any covenant in this Agreement. A waiver of a particular breach will not be deemed to be a waiver of the same or any other subsequent breach. RCEB's remedies in this Agreement shall be cumulative and in addition to any other remedies in law or equity.

19. **INDEPENDENT CONTRACTOR STATUS.** In accordance with 17 CCR, Section 50607 (Regional Center Contracting Requirements), Contractor agrees that Contractor and any agents and employees retained by Contractor in the provision of services pursuant to this Agreement, act in an independent capacity and are not acting as an officer, employee or agent of RCEB or the State of California.

20. **ATTORNEYS' FEES AND COSTS.** If any legal action or proceeding is commenced by either party to enforce or interpret 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 its attorneys' fees and costs (including, without limitation, such costs and fees on any appeal). If such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorney's fees shall be included as part of such judgment.

21. **NOTICES.** Except where oral notification is specifically provided for herein, all notices and information of any kind to be given by either party hereto to the other party shall be in writing and shall be deemed delivered (i) upon delivery, if delivered in person, or by email (with return receipt acknowledgement), or (ii) as of the next business day after mailing if delivered by a nationally recognized overnight delivery carrier (e.g., Federal Express) or (iii) three (3) days after same is deposited in the United States Mail, first-class postage prepaid, addressed to the parties at the addresses set forth in Section 1 above, and via email to RCEB at srobinson@rceb.org. Notices to RCEB shall be addressed to the attention of Steve Robinson, Director of Community Services of Regional Center of the East Bay. Notices to Contractor shall be addressed to R & D Transportation, Inc., Attn: Leticia Leon, Vice President and via email to R&D at lettly@rdtsi.com

22. **FORCE MAJEURE, SERVICE REASSIGNMENTS AND RATIONING.**

22.1 All parties herein shall be excused from performance hereunder during the time and to the extent that each is prevented from performing by acts of God, epidemics, pandemics, strikes or commandeering of vehicles, materials, products, plants or facilities by the government, or any other event which is beyond the reasonable control of such party when reasonable evidence thereof is presented to the other party.

22.2 RCEB reserves the right to assign any 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 as are specified in Paragraph 22.1 above. In such 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 again able to perform the work hereunder.

22.3 RCEB shall bear the complete costs for any and all interim service assigned by RCEB in accordance with Paragraph 22.2.

22.4 In the event of rationing of any product or commodity due to a local, regional or national emergency, Contractor shall give RCEB high priority with respect to Contractor's other non-Regional Center accounts. The services provided by Contractor hereunder satisfy an important public policy, which is to preserve and protect the rights of individuals with intellectual and developmental disabilities.

22.4.1 Should it become necessary by rationing to curtail Contractor's services, either in whole or in part, it shall be the sole and exclusive right of RCEB to direct Contractor in the priority and methods of reducing services, including the elimination of routes and rerouting of existing consumers.

22.5 In the event Contractor has an insufficient number of personnel or resources to adequately discharge all of its responsibilities under this Agreement at any time, (1) Contractor shall give RCEB priority over all of Contractor's other non-Regional Center accounts and (2) Contractor shall not allocate any resources allocated to RCEB to any other party without the express written approval of RCEB. Since the services provided by Contractor hereunder satisfy an important public policy, which is to preserve and protect the rights of individuals with intellectual and developmental disabilities, RCEB may specifically enforce its rights under this Paragraph by injunctive relief, including a temporary restraining order, a preliminary injunction and a permanent injunction, pending either the full restoration of Contractor's services or the termination of this Agreement by RCEB.

23. **SUBCONTRACTING AND ASSIGNMENTS.**

23.1 Contractor shall not subcontract any part of the services to be provided pursuant to this Agreement without prior written approval of RCEB, which may be withheld in RCEB's sole and absolute discretion. In addition, Contractor shall not assign its rights in this Agreement. The transfer of 50 percent or more of the equity interest of the ownership of Contractor, either through one (1) transaction or on a cumulative basis, shall be deemed an assignment.

23.2 All terms of this agreement will be binding upon and inure to the benefit of the parties and their respective administrators or executors, successors and assigns. However, nothing in this Paragraph shall be construed to modify Paragraph 23.1.

24. **CONTRACT INTERPRETATION AND ENFORCEABILITY.**

24.1 Severability. If any provision of this Agreement is held 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.

24.2 Interpretation. This Agreement shall not be interpreted against the drafter but shall be interpreted with the understanding that both parties have had input in the final draft of this Agreement.

24.3 Section Headings, Etc. The section headings are not intended to define, limit, extend or interpret the scope of this Agreement or any particular paragraph. 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.

25. **INTEGRATED AGREEMENT; NO TERMS NOT INCLUDED; CONFLICTING PROVISIONS.** This Agreement and its Exhibits contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties hereto. This Agreement supersedes all prior agreements, representations, and understandings of the parties, either oral or written regarding the subject matter hereof. This Agreement shall not be amended or modified, except in a writing signed by the parties that complies with the requirements of all statutes and regulations applicable to this Agreement. If any conflicts or inconsistencies exist between the provisions in this Agreement and the provisions in any other agreement between the parties, the provisions which are, in RCEB's reasonable judgment, most protective of the Consumers shall prevail.

-No Further Text on This Page-

26. **AUTHORIZED REPRESENTATIVES; COUNTERPARTS; DELIVERY.** Each party represents that the party signing below is an authorized representative of such party and has the authority to bind such party to this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall be considered a single instrument. Copies of this Agreement executed electronically (such as via DocuSign) and/or delivered and received electronically (such as 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.

“Contractor”:

R & D Transportation Services, Inc., a California corporation

By: _____
Leticia Leon, Vice President

“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

Exhibits:

- A-Payment Agreement
- B-Business Associate Agreement

Exhibit A
(R & D Transportation Services, Inc.)

PAYMENT AGREEMENT

Regional Center of the East Bay, Inc., a California nonprofit corporation (“RCEB”) and R&D Transportation Services, Inc., a California corporation (“Contractor”) are parties to an Agreement for Transportation Broker Services dated July 1, 2025 (the “Agreement”). This Payment Agreement is part of the Agreement.

In consideration for the provision of services by Contractor under the Agreement, RCEB shall compensate Contractor pursuant to the rates established below. Contractor agrees to accept the rates established as payment in full. The following are estimates, and reflect the average expected monthly fixed service fee projected over 12-month period. RCEB will remit actual payments to Contractor based on the numbers of consumers actually served each month:

1. Projected Rates of Payment.

Sub Code	Rate Description	Unit Type	Expected Monthly Service Fee	Number of Service Months	FY Estimate
883-MFSF	Fixed Service Fee	Monthly	\$447,552.00	12	\$5,370,624.00

The benchmark rates for Service Code 883 are \$3.54 for ambulatory and \$3.62 for non- ambulatory trips. The R&D monthly fixed service fee estimate is calculated based on the per trip rates approved by the rate study model with consideration to the expected number of people served daily/monthly (based on DDS-approved per trip rates effective January 1, 2025):

DDS Approved Rate Per Trip		Expected # of Trips	Estimate Based on Trips Scheduled	Estimated Monthly Service Fee	FY Estimate
Category	Rate	Daily Trips	Daily Rate	21 Service Days	12 Months
Ambulatory	\$3.54	5,100.00	\$18,054.00	\$379,134.00	\$4,549,608.00
Non-Ambulatory	\$3.62	900.00	\$3,258.00	\$68,418.00	\$821,016.00
Totals			\$21,312.00	\$447,552.00	\$5,370,624.00

2. Rate Change Notification Letters. RCEB will document any future adjustment to Contractor's rate of payment through delivery of Rate Change Notification Letters to Contractor. Such letters do not require Contractor's signature and shall become effective upon delivery. RCEB shall either (i) attach all Rate Change Notification Letters to the Agreement or (ii) retain all Rate Change Notification Letters in its vendor files for Contractor. Each Rate Change Notification Letter is incorporated into this Agreement by this reference.

3. Rate Adjustment Appeals. If Contractor believes any adjustment pursuant to any Rate Change Notification Letter is inaccurate, Contractor must contact RCEB within 60 days after RCEB's delivery of such Rate Change Notification Letter (the "**Appeal Deadline**"). After receipt of any such notice, RCEB will investigate the request and, if it is valid, reset the rate of payment, after consultation with DDS if applicable. If RCEB fails to receive notice from Contractor of any rate schedule inaccuracy by the applicable Appeal Deadline, the new rate of payment in the Rate Change Notification Letter shall be conclusively deemed the correct rate of payment.

4. Termination. This Payment Agreement is part of the attached Agreement, and shall automatically terminate on the earlier of (i) the termination of the Agreement or (ii) the date Contractor ceases providing services to RCEB's Consumers.

5. Counterparts; Delivery. This Payment Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall constitute a single instrument. Copies of this Payment Agreement executed electronically (such as via DocuSign) and/or delivered and received electronically (such as a PDF attachment to an email) shall be deemed the same as originals.

Executed in Alameda County, California as of the date first written above.

“Contractor”:

R & D Transportation Services, Inc.,
a California corporation

By: _____
Leticia Leon,
Vice President

“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

Exhibit B

BUSINESS ASSOCIATE AGREEMENT

[ATTACH BEFORE SIGNING AGREEMENT]