



Cultivating Connection - Empathetic Stewardship - Seizing Opportunities - Intentional Adaptability

REGIONAL CENTER OF THE EAST BAY

BOARD OF DIRECTORS MEETING

NOTICE/AGENDA

Date: Monday, May 19 2025

Location: Virtual call-in

Time: 7:00 – 8:30 p.m.

Please click the link to join the webinar

<https://us06web.zoom.us/j/84633092508?pwd=HEXS0zygw7mRlcWJtbOP7kz9OLFb4k.1>

Dial by your location: +1 669 900 6833

Webinar ID: 846 3309 2508

Passcode: 558514

Board Agenda, Minutes, and Packet Located on our Website: Click Here → [Link](#)

For ADA or other language accommodations, please email writetous@rceb.org by the end of Wednesday the week *before* the meeting. We will have simultaneous Spanish interpretation at this meeting.

Board meetings are the 4th Monday of every month [no board meeting in July/August/December].

Introduce Interpretation Services

I. CALL TO ORDER Paré (3 mins)

II. MISSION, VISION, AND CORE VALUES Paré (3 mins)

THE MISSION THAT GUIDES US:

Driven by the belief that everyone deserves to lead a life of their choosing, RCEB partners with individuals with intellectual and developmental disabilities, their families, and the community, to create opportunities for independence and fulfillment.

THE VISION THAT INSPIRES US:

We envision a future where individuals with intellectual and developmental disabilities live and work, doing what they love, without limitations!

III. CONSENT AGENDA Paré (2 mins)

A. Agenda 05/19/25 **

B. Minutes 04/28/25 **

IV. PUBLIC COMMENT Paré

The Board welcomes comments from any person regarding RCEB's service and support to the East Bay community. This Board meeting is conducted virtually via Webinar. If you would like to make a comment, click the "Raise Your Hand" button to request to speak when Public Comment is being taken on the Agenda item. You will then be unmuted when it is your turn to make your comment for up to 3 minutes. After the allotted time, you will then be re-muted. Thank you in advance for your interest.

V. COMMITTEE REPORTS		
A. EXECUTIVE DIRECTOR’S REPORT	Nanyonjo	(10 mins)
▶ Updates		
▶ 50 th Anniversary		
▶ Camp Jedi		
B. BUDGET & FINANCE COMMITTEE	Nguyen	(10 mins)
▶ Monthly Status Report		
C. EXECUTIVE COMMITTEE/PRESIDENT’S REPORT	Paré	(30 mins)
▶ Contract Approvals ** <i>(If Applicable)</i>		
▶ Alondra Home Care LLC		
▶ Bay Area Independence Allies LLC		
▶ Supporting Hearts Inc.		
D. BOARD MEMBERSHIP UPDATE	Key-Lee	(5 mins)
E. CONSUMER ADVISORY COMMITTEE	Battles	(5 mins)
F. DIVERSITY & EQUITY COMMITTEE	Mumtaz	(10 mins)
G. PROVIDER/VENDOR ADVISORY COMMITTEE	Hogue	(10 mins)
VI. PUBLIC COMMENT – Same format as point IV	Paré	
VII. ARCA REPORT	Paré	(5 mins)
VIII. ADJOURNMENT		

**** ACTION ITEM**

Closed session: (Topic)
(If Applicable)

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

05/12/2025 Date submitted to RCEB Board for review

05/14/2025 Date approved by RCEB Board Executive Committee (if applicable)

05/19/2025 Date approved by RCEB Board

Operations _____
Purchase of Service **X**

The following 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.

Purpose of Contract	Consumers Served (if applicable)	Contractor Name	Term of Contract	Rate of Reimbursement	NOTES:
Supported Living Services Fiscal Year 24-25	Capacity 15	Alondra Home Care LLC	Effective 6/1/2025 The term of this Contract shall commence on June 1, 2025 and remain in effect through May 31, 2028.	The estimated average monthly volume per client is \$10,000. Based on total capacity of 15, the Annual total: up to <u>\$1,800,000</u> (\$10,000 x 12 x15)	This contract represents the agreement to operate a supported living services agency that is meant to provide the necessary support to allow clients to live in their own home in the community.
Supported Living Services Fiscal Year 24-25	Capacity 15	Bay Area Independence Allies LLC	Effective 6/1/2025 The term of this Contract shall commence on June 1, 2025 and remain in effect through May 31, 2028.	The estimated average monthly volume per client is \$10,000. Based on total capacity of 15, the Annual total: up to <u>\$1,800,000</u> (\$10,000 x 12 x15)	This contract represents the agreement to operate a supported living services agency that is meant to provide the necessary support to allow clients to live in their own home in the community.
Supported Living Services Fiscal Year 24-25	Capacity 15	Supporting Hearts Inc.	Effective 6/1/2025 The term of this Contract shall commence on June 1, 2025 and remain in effect through May 31, 2028.	The estimated average monthly volume per client is \$10,000. Based on total capacity of 15, the Annual total: up to <u>\$1,800,000</u> (\$10,000 x 12 x15)	This contract represents the agreement to operate a supported living services agency that is meant to provide the necessary support to allow clients to live in their own home in the community.



CONTRACT SUMMARY SHEET

Name of Agency: (include whether LLC, non-profit, sole proprietor, etc. and date they formed)

Alondra Home Care LLC, a California limited liability company, formed in 2024.

Summary:

Alondra Home Care LLC has applied to become a Supported Living Services (SLS) service provider. The agency is prepared to serve up to 15 individuals. The agency is able to serve non-ambulatory clients and clients with some behavioral challenges. They want to also focus on building independence skills for clients they serve.

Alondra Home Care LLC is prepared to serve individuals in Alameda and Contra Costa County.

Contract Overview:

The attached Service Provider Agreements represents Purchase of Service (POS) funding for one SLS agency serving up to 15 adult individuals who are clients of RCEB.

History of Company's Operation:

Thinn Aye will serve as Director of the agency. She has been working in the field of home care for many years with the majority of her experience stemming from services for the elderly. She has worked as a licensee and administrator at a residential care facility for the elderly for a few years. She founded Alondra Home Care in 2019 as a home care coordination, operations, and staffing agency. She provides support for numerous elderly residential facilities, while also running one, along with staffing support for seniors in their homes.

Giovanny Sarabia will serve as Supervisor of the agency. He has been serving as director of operations at Alondra since November. Previously he worked as chief operating officer at RCEB vendored SLS agency Sentry Living Solutions. He also worked for a few years at an elderly care facility that was being run by Thinn Aye.

Results of the Last QA Review:

N/A

Other RCEB-Funded Corporations Owned by the Same Individuals/Entity:

N/A

AGREEMENT TO PROVIDE SUPPORTED LIVING SERVICES

**Between
REGIONAL CENTER OF THE EAST BAY
And
ALONDRA HOME CARE LLC**

This Agreement to Provide Supported Living Services (this “**Agreement**”), dated as of June 1, 2025, 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 ALONDRA HOME CARE LLC, a California limited liability company located at 320 Tennyson Road, Suite A, Hayward, CA 94544 (“**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 June 1, 2025, and remain in effect through May 31, 2028. 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”:

Alondra Home Care, LLC,
a California limited liability company

By: _____
Thinn Aye
Chief Executive Officer

EXHIBITS:

Exhibit A – Rate Schedule

Exhibit B – Business Associate Agreement

EXHIBIT A

Rate Schedule for: **Alondra Home Care LLC – 2025-2028 Contract**

Vendored Capacity 15 consumers

Hourly Rate- SLS 1:1, subcode 100 \$45.56

Hourly Rate- SLS 1:2, subcode 200 \$25.45

Hourly Rate- SLS 1:3, subcode 300 \$18.54

In order for RCEB to make this rate permanent, Alondra Home Care LLC will need to register for the Service Provider Portal. Failure to complete the registration process may result in a reduction of rate to 90% of above quoted amount.

All units of Service must be agreed upon by the client and Regional Center Interdisciplinary Planning Team.

The above listed rates are all inclusive rates which include but are not limited to administrative costs, benefits, mileage, state minimum wage, emergency services, staff reimbursement, and support coordinator.

Additional increases to above listed rates may be applied at any time during period of contract in the event of legislative and Department of Developmental Services (DDS) action, where DDS provides instructions for approval and agency provides any and all required information/documentation to be in compliance with DDS requirements for rate adjustment.

BUSINESS ASSOCIATE AGREEMENT - CONTRACTOR

This Business Associate Agreement - Contractor (“**Agreement**”), effective as of June 1, 2025, is entered into by and between Regional Center of the East Bay, Inc., a California nonprofit corporation (“**RCEB**”) and Alondra Home Care LLC (“**Contractor**”). Contractor and RCEB are each referred to herein as a “**Party**,” and collectively, the “**Parties**.” The Parties enter into this Agreement in accordance with the following facts:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.11 Privacy or Security Breach.

2.11.1 In accordance with applicable law, Contractor agrees to give written notice (an “**Incident Notice**”) to Covered Entity and RCEB of any (a) use or disclosure of PHI that is not in compliance with the terms of this Agreement, of which it becomes aware (“**Breach**”) and (b) attempted or actual Security Incident (collectively with a Breach, an “**Incident**”). An Incident Notice shall be made without unreasonable delay and, in no event, later than twenty four (24) hours after discovery of such Incident, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security as described in 45 C.F.R. § 164.412. In addition, an Incident Notice shall include (to the extent possible) the following information:

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

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

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

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

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

(f) a contact person for additional information.

2.11.2 Contractor shall cooperate with Covered Entity and RCEB in the investigation of the Incident, and in conducting any risk assessment necessary to determine

whether notification of the Incident is required, and shall maintain, and provide at the direction of RCEB or Covered Entity, all reasonable and appropriate documents, files, records, or logs related to the Incident. For purposes of discovery and reporting of an Incident, Contractor agrees that it shall not be the agent of RCEB.

2.11.3 To the extent that any Incident involves a Breach of Unsecured PHI, and upon the request of RCEB or Covered Entity, Contractor shall provide notice to impacted Consumers, the media and the Secretary in the time and manner required by 42 U.S.C. § 17932 and 45 C.F.R. §§ 164.404, 164.406 and 164.408. Prior to providing any such notice, Contractor shall provide RCEB and Covered Entity with a reasonable opportunity to review and comment on such notice. Contractor shall maintain complete records regarding the Incident, the determination of whether notice is required and the issuance of the notice (including the recipients and content of such notice), and upon request, shall make such records available to RCEB and Covered Entity. Contractor shall also provide to Consumers affected by the Incident, upon the request of the Covered Entity or RCEB, such remedies as may be reasonably necessary or appropriate to mitigate the deleterious effects of the Incident including, without limitation, provision of credit report monitoring for a reasonable period of time. Any such remedies provided by Contractor pursuant to this section shall be at the sole expense of Contractor.

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

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

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

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

3. **PERMITTED USES AND DISCLOSURES BY CONTRACTOR.**

3.1 Business Relationship Activities. Except as otherwise limited in this Agreement, Contractor may use or disclose PHI to perform functions, activities, or services for,

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

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

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

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

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

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

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

4.2 Notice to Consumers of Permission. RCEB shall notify Contractor of any changes in, or revocation of, permission by a Consumer to use or disclose PHI which RCEB

receives from Covered Entity, to the extent that such changes may affect Contractor's use or disclosure of PHI.

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

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

5. TERM AND TERMINATION.

5.1 General. This Agreement shall remain in effect for so long as RCEB and Contractor are parties to one or more Service Provider Agreements and shall terminate when all of the PHI provided to Contractor, or created or received by Contractor, is destroyed or returned to RCEB or Covered Entity. If it is infeasible to return or destroy PHI as set forth above, the terms of this Agreement shall be extended to such PHI in perpetuity, in accordance with the termination provisions set forth below.

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

5.2.1 RCEB shall provide an opportunity for Contractor to cure the breach within ten (10) days from the date RCEB provides Contractor notice of the breach, or such longer period as may be agreed to by the Parties. If Contractor does not cure the breach within the cure period, then RCEB may immediately terminate this Agreement and any related Service Provider Agreement(s) in place between the Parties; or

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

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

5.3 Return of PHI. Upon termination:

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

5.3.2 If Contractor determines that returning or destroying the PHI is not feasible or practicable, Contractor shall provide to Covered Entity and RCEB notification of the conditions that make return or destruction impossible or impracticable. Upon such notification,

Contractor shall extend the protections of this Agreement to any retained PHI received hereunder and limit any further uses and disclosures to those purposes that make the return or destruction of the information impossible or impracticable for so long as Contractor maintains such PHI.

6. **GENERAL PROVISIONS.**

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

To RCEB:

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

To Contractor:

Alondra Home Care LLC
Attn: Thinn Aye
320 Tennyson Road, Suite A
Hayward, CA 94544

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

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

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

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

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

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

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

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

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

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

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

are unable to agree upon the need for amendment, or the amendment itself, then either Party has the right to terminate this Agreement upon 30 days' written notice to the other Party.

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

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

RCEB:

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

By: _____
Name: Lynn Nguyen
Title: RCEB Director of Finance and
Administration

CONTRACTOR:

Alondra Home Care LLC
Attn: Thinn Aye
320 Tennyson Road, Suite A
Hayward, CA 94544

By: _____
Name: _____
Title: _____



CONTRACT SUMMARY SHEET

Name of Agency: (include whether LLC, non-profit, sole proprietor, etc. and date they formed)

Bay Area Independence Allies LLC, a California limited liability company, formed in 2025.

Summary:

Bay Area Independence Allies LLC has applied to become a Supported Living Services (SLS) service provider. The agency is prepared to serve up to 15 individuals. They want to also focus on building independence skills for the clients they serve and to enable them to continue living in their own homes. They are prepared to serve clients with a great variety in support needs including individuals who are non-verbal. The agency is also prepared to work with clients on locating housing opportunities.

Bay Area Independence Allies LLC is prepared to serve individuals in Alameda and Contra Costa County.

Contract Overview:

The attached Service Provider Agreements represents Purchase of Service (POS) funding for one SLS agency serving up to 15 adult individuals who are clients of RCEB.

History of Company's Operation:

Lana Lei Vestil will serve as Director of the agency. She was most recently employed as a SLS and ILS direct care staff for RCEB vendored agency AbleLight in Fremont. She has also been working as a HATCH worker in Alameda County with adult clients of RCEB. She has also worked in a few residential care homes including Marcelo's Care Home #3 and as lead staff/manager at Alegria Community Living specialized residential facility in Newark. She also has a mental health training background with Associate's degree in marriage and family counseling which she recently applied in providing support for children and families at East Bay Agency for Children in Newark.

Aubrey George Vestil will serve as Supervisor of the agency. He has worked for several years as a direct support staff at Marcelo's Care Home #3. He has also been a direct care SLS staff member with AbleLight SLS. He has worked as an IHSS worker and as a personal caregiver to a private elderly client for 13 years. He worked at a home medical equipment agency where he provided training to workers on proper installation as well as to families on use of the equipment.

Results of the Last QA Review:

N/A

Other RCEB-Funded Corporations Owned by the Same Individuals/Entity:

N/A

AGREEMENT TO PROVIDE SUPPORTED LIVING SERVICES

Between

REGIONAL CENTER OF THE EAST BAY

And

BAY AREA INDEPENDENCE ALLIES LLC

This Agreement to Provide Supported Living Services (this “**Agreement**”), dated as of June 1, 2025, 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 BAY AREA INDEPENDENCE ALLIES LLC, a California limited liability company located at 8407 Central Avenue, Suite 2093, Newark, CA 94560 (“**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 June 1, 2025, and remain in effect through May 31, 2028. 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”:

Bay Area Independence Allies, LLC,
a California limited liability company

By: _____
Lana Lei Vestil
Director

EXHIBITS:

Exhibit A – Rate Schedule

Exhibit B – Business Associate Agreement

EXHIBIT A

Rate Schedule for: **Bay Area Independence Allies LLC – 2025-2028 Contract**

Vendored Capacity 15 consumers

Hourly Rate- SLS 1:1, subcode 100 \$45.56

Hourly Rate- SLS 1:2, subcode 200 \$25.45

Hourly Rate- SLS 1:3, subcode 300 \$18.54

In order for RCEB to make this rate permanent, Bay Area Independence Allies LLC will need to register for the Service Provider Portal. Failure to complete the registration process may result in a reduction of rate to 90% of above quoted amount.

All units of Service must be agreed upon by the client and Regional Center Interdisciplinary Planning Team.

The above listed rates are all inclusive rates which include but are not limited to administrative costs, benefits, mileage, state minimum wage, emergency services, staff reimbursement, and support coordinator.

Additional increases to above listed rates may be applied at any time during period of contract in the event of legislative and Department of Developmental Services (DDS) action, where DDS provides instructions for approval and agency provides any and all required information/documentation to be in compliance with DDS requirements for rate adjustment.

BUSINESS ASSOCIATE AGREEMENT - CONTRACTOR

This Business Associate Agreement - Contractor ("**Agreement**"), effective as of June 1, 2025, is entered into by and between Regional Center of the East Bay, Inc., a California nonprofit corporation ("**RCEB**") and Bay Area Independence Allies LLC ("**Contractor**"). Contractor and RCEB are each referred to herein as a "**Party**," and collectively, the "**Parties**." The Parties enter into this Agreement in accordance with the following facts:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.11 Privacy or Security Breach.

2.11.1 In accordance with applicable law, Contractor agrees to give written notice (an “**Incident Notice**”) to Covered Entity and RCEB of any (a) use or disclosure of PHI that is not in compliance with the terms of this Agreement, of which it becomes aware (“**Breach**”) and (b) attempted or actual Security Incident (collectively with a Breach, an “**Incident**”). An Incident Notice shall be made without unreasonable delay and, in no event, later than twenty four (24) hours after discovery of such Incident, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security as described in 45 C.F.R. § 164.412. In addition, an Incident Notice shall include (to the extent possible) the following information:

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

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

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

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

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

(f) a contact person for additional information.

2.11.2 Contractor shall cooperate with Covered Entity and RCEB in the investigation of the Incident, and in conducting any risk assessment necessary to determine

whether notification of the Incident is required, and shall maintain, and provide at the direction of RCEB or Covered Entity, all reasonable and appropriate documents, files, records, or logs related to the Incident. For purposes of discovery and reporting of an Incident, Contractor agrees that it shall not be the agent of RCEB.

2.11.3 To the extent that any Incident involves a Breach of Unsecured PHI, and upon the request of RCEB or Covered Entity, Contractor shall provide notice to impacted Consumers, the media and the Secretary in the time and manner required by 42 U.S.C. § 17932 and 45 C.F.R. §§ 164.404, 164.406 and 164.408. Prior to providing any such notice, Contractor shall provide RCEB and Covered Entity with a reasonable opportunity to review and comment on such notice. Contractor shall maintain complete records regarding the Incident, the determination of whether notice is required and the issuance of the notice (including the recipients and content of such notice), and upon request, shall make such records available to RCEB and Covered Entity. Contractor shall also provide to Consumers affected by the Incident, upon the request of the Covered Entity or RCEB, such remedies as may be reasonably necessary or appropriate to mitigate the deleterious effects of the Incident including, without limitation, provision of credit report monitoring for a reasonable period of time. Any such remedies provided by Contractor pursuant to this section shall be at the sole expense of Contractor.

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

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

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

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

3. **PERMITTED USES AND DISCLOSURES BY CONTRACTOR.**

3.1 Business Relationship Activities. Except as otherwise limited in this Agreement, Contractor may use or disclose PHI to perform functions, activities, or services for,

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

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

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

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

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

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

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

4.2 Notice to Consumers of Permission. RCEB shall notify Contractor of any changes in, or revocation of, permission by a Consumer to use or disclose PHI which RCEB

receives from Covered Entity, to the extent that such changes may affect Contractor's use or disclosure of PHI.

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

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

5. TERM AND TERMINATION.

5.1 General. This Agreement shall remain in effect for so long as RCEB and Contractor are parties to one or more Service Provider Agreements and shall terminate when all of the PHI provided to Contractor, or created or received by Contractor, is destroyed or returned to RCEB or Covered Entity. If it is infeasible to return or destroy PHI as set forth above, the terms of this Agreement shall be extended to such PHI in perpetuity, in accordance with the termination provisions set forth below.

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

5.2.1 RCEB shall provide an opportunity for Contractor to cure the breach within ten (10) days from the date RCEB provides Contractor notice of the breach, or such longer period as may be agreed to by the Parties. If Contractor does not cure the breach within the cure period, then RCEB may immediately terminate this Agreement and any related Service Provider Agreement(s) in place between the Parties; or

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

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

5.3 Return of PHI. Upon termination:

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

5.3.2 If Contractor determines that returning or destroying the PHI is not feasible or practicable, Contractor shall provide to Covered Entity and RCEB notification of the conditions that make return or destruction impossible or impracticable. Upon such notification,

Contractor shall extend the protections of this Agreement to any retained PHI received hereunder and limit any further uses and disclosures to those purposes that make the return or destruction of the information impossible or impracticable for so long as Contractor maintains such PHI.

6. **GENERAL PROVISIONS.**

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

To RCEB:

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

To Contractor:

Bay Area Independence Allies LLC
Attn: Lana Lei Vestil
8407 Central Avenue, Suite 2093
Newark, CA 94560

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

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

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

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

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

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

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

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

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

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

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

are unable to agree upon the need for amendment, or the amendment itself, then either Party has the right to terminate this Agreement upon 30 days' written notice to the other Party.

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

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

RCEB:

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

By: _____
Name: Lynn Nguyen
Title: RCEB Director of Finance and
Administration

CONTRACTOR:

Bay Area Independence Allies LLC
Attn: Lana Lei Vestil
8407 Central Avenue, Suite 2093
Newark, CA 94560

By: _____
Name: _____
Title: _____



CONTRACT SUMMARY SHEET

Name of Agency: (include whether LLC, non-profit, sole proprietor, etc. and date they formed)

Supporting Hearts, Inc., is a California non-profit corporation formed in 2023.

Summary:

Supporting Hearts, Inc. has applied to become a Supported Living Services (SLS) service provider. The agency is prepared to serve up to 15 individuals. Supporting Hearts is prepared to serve a wide spectrum of client support needs while insuring their continued ability to live in their own homes in the community. They are able to work with clients needing physical support needs with daily living tasks, meal preparation assistance, community integration, and ones who need help managing maladaptive behaviors.

Supporting Hearts, Inc. is prepared to serve individuals primarily in Contra Costa County.

Contract Overview:

The attached Service Provider Agreements represents Purchase of Service (POS) funding for one SLS agency serving up to 15 adult individuals who are clients of RCEB.

History of Company's Operation:

Shavila Narcisse will serve as Director of the agency. She has been serving as a regional director for Social Vocational Services (SVS) in Berkeley for many years. She has been overseeing the operations of several SVS program locations in the East Bay. She served as a program director at the SVS Berkeley location for a period of time. Prior to her work with SVS she also worked as an ILS instructor for RCEB vendored agency Compass.

Nikia Smith will serve as Supervisor of the agency. She has also been working for SVS for many years. She has served as the program director for the SVS program site in Antioch since 2016. Prior to becoming the program director, she worked as a case manager and direct staff at the program. She has also worked as an ILS instructor and SLS staff for the RCEB vendored SLS agency Living Options.

Results of the Last QA Review:

N/A

Other RCEB-Funded Corporations Owned by the Same Individuals/Entity:

N/A

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

This Agreement to Provide Supported Living Services (this “**Agreement**”), dated as of June 1, 2025, 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 SUPPORTING HEARTS, INC., a California nonprofit corporation located at 4464 Lone Tree Way, #3179, Antioch, CA 94531 (“**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 June 1, 2025, and remain in effect through May 31, 2028. 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”:

Supporting Hearts, Inc.,
a California nonprofit corporation

By: _____
Shavila Narcisse
Director

EXHIBITS:

Exhibit A – Rate Schedule

Exhibit B – Business Associate Agreement

BUSINESS ASSOCIATE AGREEMENT - CONTRACTOR

This Business Associate Agreement - Contractor (“**Agreement**”), effective as of June 1, 2025, is entered into by and between Regional Center of the East Bay, Inc., a California nonprofit corporation (“**RCEB**”) and Supporting Hearts Inc. (“**Contractor**”). Contractor and RCEB are each referred to herein as a “**Party**,” and collectively, the “**Parties**.” The Parties enter into this Agreement in accordance with the following facts:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.11 Privacy or Security Breach.

2.11.1 In accordance with applicable law, Contractor agrees to give written notice (an “**Incident Notice**”) to Covered Entity and RCEB of any (a) use or disclosure of PHI that is not in compliance with the terms of this Agreement, of which it becomes aware (“**Breach**”) and (b) attempted or actual Security Incident (collectively with a Breach, an “**Incident**”). An Incident Notice shall be made without unreasonable delay and, in no event, later than twenty four (24) hours after discovery of such Incident, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security as described in 45 C.F.R. § 164.412. In addition, an Incident Notice shall include (to the extent possible) the following information:

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

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

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

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

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

(f) a contact person for additional information.

2.11.2 Contractor shall cooperate with Covered Entity and RCEB in the investigation of the Incident, and in conducting any risk assessment necessary to determine

whether notification of the Incident is required, and shall maintain, and provide at the direction of RCEB or Covered Entity, all reasonable and appropriate documents, files, records, or logs related to the Incident. For purposes of discovery and reporting of an Incident, Contractor agrees that it shall not be the agent of RCEB.

2.11.3 To the extent that any Incident involves a Breach of Unsecured PHI, and upon the request of RCEB or Covered Entity, Contractor shall provide notice to impacted Consumers, the media and the Secretary in the time and manner required by 42 U.S.C. § 17932 and 45 C.F.R. §§ 164.404, 164.406 and 164.408. Prior to providing any such notice, Contractor shall provide RCEB and Covered Entity with a reasonable opportunity to review and comment on such notice. Contractor shall maintain complete records regarding the Incident, the determination of whether notice is required and the issuance of the notice (including the recipients and content of such notice), and upon request, shall make such records available to RCEB and Covered Entity. Contractor shall also provide to Consumers affected by the Incident, upon the request of the Covered Entity or RCEB, such remedies as may be reasonably necessary or appropriate to mitigate the deleterious effects of the Incident including, without limitation, provision of credit report monitoring for a reasonable period of time. Any such remedies provided by Contractor pursuant to this section shall be at the sole expense of Contractor.

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

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

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

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

3. **PERMITTED USES AND DISCLOSURES BY CONTRACTOR.**

3.1 Business Relationship Activities. Except as otherwise limited in this Agreement, Contractor may use or disclose PHI to perform functions, activities, or services for,

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

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

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

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

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

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

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

4.2 Notice to Consumers of Permission. RCEB shall notify Contractor of any changes in, or revocation of, permission by a Consumer to use or disclose PHI which RCEB

receives from Covered Entity, to the extent that such changes may affect Contractor's use or disclosure of PHI.

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

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

5. TERM AND TERMINATION.

5.1 General. This Agreement shall remain in effect for so long as RCEB and Contractor are parties to one or more Service Provider Agreements and shall terminate when all of the PHI provided to Contractor, or created or received by Contractor, is destroyed or returned to RCEB or Covered Entity. If it is infeasible to return or destroy PHI as set forth above, the terms of this Agreement shall be extended to such PHI in perpetuity, in accordance with the termination provisions set forth below.

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

5.2.1 RCEB shall provide an opportunity for Contractor to cure the breach within ten (10) days from the date RCEB provides Contractor notice of the breach, or such longer period as may be agreed to by the Parties. If Contractor does not cure the breach within the cure period, then RCEB may immediately terminate this Agreement and any related Service Provider Agreement(s) in place between the Parties; or

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

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

5.3 Return of PHI. Upon termination:

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

5.3.2 If Contractor determines that returning or destroying the PHI is not feasible or practicable, Contractor shall provide to Covered Entity and RCEB notification of the conditions that make return or destruction impossible or impracticable. Upon such notification,

Contractor shall extend the protections of this Agreement to any retained PHI received hereunder and limit any further uses and disclosures to those purposes that make the return or destruction of the information impossible or impracticable for so long as Contractor maintains such PHI.

6. **GENERAL PROVISIONS.**

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

To RCEB:

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

To Contractor:

Supporting Hearts Inc.
Attn: Shavila Narcisse
4464 Lone Tree Way, #3179
Antioch, CA 94531

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

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

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

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

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

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

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

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

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

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

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

are unable to agree upon the need for amendment, or the amendment itself, then either Party has the right to terminate this Agreement upon 30 days' written notice to the other Party.

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

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

RCEB:

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

By: _____
Name: Lynn Nguyen
Title: RCEB Director of Finance and
Administration

CONTRACTOR:

Supporting Hearts Inc.
Attn: Shavila Narcisse
4464 Lone Tree Way, #3179
Antioch, CA 94531

By: _____
Name: _____
Title: _____

EXHIBIT A

Rate Schedule for: **Supporting Hearts, Inc. – 2025-2028 Contract**

Vendored Capacity 15 consumers

Hourly Rate- SLS 1:1, subcode 100 \$45.56

Hourly Rate- SLS 1:2, subcode 200 \$25.45

Hourly Rate- SLS 1:3, subcode 300 \$18.54

In order for RCEB to make this rate permanent, Supporting Hearts, Inc. will need to register for the Service Provider Portal. Failure to complete the registration process may result in a reduction of rate to 90% of above quoted amount.

All units of Service must be agreed upon by the client and Regional Center Interdisciplinary Planning Team.

The above listed rates are all inclusive rates which include but are not limited to administrative costs, benefits, mileage, state minimum wage, emergency services, staff reimbursement, and support coordinator.

Additional increases to above listed rates may be applied at any time during period of contract in the event of legislative and Department of Developmental Services (DDS) action, where DDS provides instructions for approval and agency provides any and all required information/documentation to be in compliance with DDS requirements for rate adjustment.



Cultivating Connection - Empathetic Stewardship - Seizing Opportunities - Intentional Adaptability

Board of Directors Meeting

Monday, April 28, 2025

Virtual Meeting

RCEB BOARD MEMBERS PRESENT:

1. April Key-Lee, Membership Committee
2. Brian Blaisch
3. Frank Paré, President/Supports & Services Co-Chair
4. Teresita DeJesus
5. Renee Perls, Secretary
6. Lisa Soloway

7. Dan Hogue, PVAC Representative

ABSENT:

8. Nyron Battles, CAC Chair
9. Rose Coleman
10. Sadia Mumtaz, VP/Diversity & Equity Co-Chair

STAFF PRESENT:

1. Ashley Harmon, Executive Assistant
2. Ben Braun, Associate Director of Early Start and Young Children
3. Caylin Patterson, Director Of Human Resources & Support Services
4. Chris Hanson, Associate Director of Client Services/Adults
5. Cristie Raynor, Case Management Supervisor
6. Dr. Rebecca Nanyonjo, Executive Director
7. Elvia Osorio-Rodriguez, Associate Director of Client Services/Children
8. Kim Limato, Case Management Supervisor
9. Lynn Nguyen, Director of Finance & Administration
10. Mariana Varela, Manager of Diversity, Equity, Access and Inclusion
11. Michael Minton, Manager of Risk Management and Quality Assurance
12. Ronke Sodipo, Director, Client Services
13. Steve Robinson, Director Community Services
14. Xavier Corena, Case Manager

GUESTS PRESENT:

- | | | |
|-----------------------------|---|--|
| 1. Anh Nguyen | 9. goldenstaterap@icloud.com | 17. NCIpam22@gmail.com |
| 2. Ann Pringle | 10. Jenica Hadley, 24Hour | 18. Omar Rascon |
| 3. Carly Frieders | 11. Lisa Lee | 19. Sabreena,ACPHD |
| 4. Chris Aguire/DDS | 12. Marci Lyn | 20. Sheraden Nicholau/SCDDC |
| 5. David Glasser | 13. Maria Ramirez, FUFE | 21. Sonia M. |
| 6. Denise Bradley | 14. Maureen Fitzgerald | 22. Tandra DeBose, YAP Advo. |
| 7. Dr. Tracey Edwards Moore | 15. Megan | |
| 8. Gilda Giron | 16. Maninderjit Singh | |

CALL TO ORDER

Frank Paré called the regularly scheduled business meeting of the Regional Center of the East Bay to order at 7:04 pm. Our Mission, Vision, and Core Values were introduced. A quorum was established shortly into the meeting and the agenda and minutes were approved then (7:37 PM). Interpreters were announced and Spanish Translation was turned on.

PUBLIC COMMENT

Regional Center of the East Bay uses Robert's Rules of Order to guide our meetings. Robert's Rules of Order is the most used manual of parliamentary procedure in the United States. Robert's Rules of Order is designed to provide structure and guidance while facilitating the orderly operation of a meeting. According to Robert's Rules of Order, our board members are not allowed to comment debate or respond to the public during our public meetings. There are other meetings such as our Diversity & Equity or Supports & Services meetings that begin at 5:30pm before the board meetings.

Mr. Paré reminded participants of the public comment rules and addressed concerns from the previous meeting, where comments became personal rather than constructive. He emphasized the importance of respectful dialogue, stating that personal attacks will result in speakers being muted. He reaffirmed the group's shared commitment to supporting individuals with developmental disabilities and maintaining a respectful environment.

Monica Montgomery, requested clarification around Lisa Kleinbub returning and in what capacity, the Mason Tillman Report and the board's responsibility. Monica also suggested a celebration for Ms. Kleinbub.

COMMITTEE REPORTS

EXECUTIVE DIRECTOR'S REPORT – Rebecca Nanyonjo, DrPH, Executive Director

Dr. Nanyonjo provided updates covering significant developments **at the federal**, state, and regional levels. At the federal level, Congress and the Senate reached a budget impasse, with a proposed \$900 billion reduction that would impact Health and Human Services. Cuts were expected in areas such as education, social programs, adult protective services, parent networks, SAMHSA, Head Start, and others. A proposal to shift Medicaid funding from allocations to block grants raised concerns, as this could endanger earmarked funding for specific populations, including individuals with intellectual and developmental disabilities.

At the state level, California faces anticipated budget cuts. DDS Director, spoke at a Budget Committee hearing, highlighted challenges including tariffs causing job losses, port delays in Oakland and Long Beach, stock market volatility, and delayed tax filings due to recent disasters. A proposal to eliminate FEMA and emergency preparedness funding threatened to push disaster response costs onto the states. DDS had already started reassigning emergency preparedness personnel in response. On **legislation**, Assembly Bill 1172, which permits licensed day programs to administer anti-seizure medication, moved to Appropriations after unanimous support. Lucy Rivello of the Regional Center of the East Bay provided expert testimony in both sessions. **DDS updates**, noting modest investments in the Governor's January budget for electronic visit verification and compliance with the California Public Records Act (to be implemented by 2026). DDS Director expressed a commitment to protecting entitlement programs, technological modernization, and services for young children. However, uncertainty around funding limited progress on implementing the State's master plan. Intake processes remained slow, and the California Workforce Development Board was assessing workforce needs. The Regional Center of the East Bay faced one of the highest caseload-to-case manager ratios, requiring internal improvements and modernization efforts. In terms of **employment services**, DDS proposed removing restrictions on for-profit organizations providing supported employment and eliminating certain rate-setting statutes, aiming to improve employment outcomes. During public comment, many advocated for increased funding for the IDD community, though Dr. Nanyonjo noted the likelihood of additional funding appeared slim. She also highlighted recent and upcoming **community meetings**, including the PVAC Committee, Alameda Disability Council, and the State Council. Dr. Nanyonjo expressed gratitude to Monarch Consulting Group for their hospitality during a visit in Antioch, appreciating their service to the community. She also reported on attending the ARCA Executive Committee meeting and announced that DDS had appointed a Chief Equity Officer. Regional Center of the East Bay was selected as one of six pilot sites for new equity initiatives. Dr. Nanyonjo and her leadership team were set to meet with DDS leadership and participate in a leadership retreat focused on cultural change. The board provided additional information around the Federal disaster medical system and encouraging disaster related discussions with the people we serve. Discussion around the May Revise and any current measures being taken at the federal/state level.

Dr. Nanyonjo then introduced our NCI Data Report Presentation by Ronke Sodipo.

Public Meeting – RCEB NCI Data Report

Presentation posted on our website

<https://rceb.org/about-us/public-information/national-core-indicators/>

The Board of Directors of Regional Center of the East Bay will hold a public meeting as required by Welfare and Institutions Code 4571(h)(1) on Monday, April 28, 2025 at 7 PM. Regional centers must annually present data collected from NCI surveys at a public meeting of its governing board in order to assess the comparative performance of the regional center and identify needed improvements in services for consumers, including, but not limited to, case management services. There will be an opportunity for public comment after the presentation. Our regular board meeting will follow after the public meeting concludes.

PRESENTATION (START AND END TIME)

National Core Indicator [NCI] Data 2022-3 - Ronke Sodipo (30 People in attendance)

“The National Core Indicators (NCI) survey is a collaborative effort between the Human Services Research Institute (HSRI) and the National Association of State Directors of Developmental Disabilities Services (NASDDDS). It is nationally recognized as a valuable source of information about individuals with developmental disabilities receiving services across a large sample of states. The information is gathered by surveying individuals with developmental disabilities and their families about their satisfaction with the services they receive and their overall quality of life.” Only those with one purchased service are surveyed. Those just receiving case management are not.

In California, [the Department of Developmental Services \(DDS\)](#) coordinates the implementation of NCI surveys and the [State Council on Developmental Disabilities \(SCDD\)](#) conducts the surveys for DDS. The core indicators are standard measures used to measure the outcomes of services provided to individuals and their families. Indicators address key areas of concern including employment, rights, service planning, community inclusion, choice, and health and safety.

Ms. Sodipo shared her PowerPoint report as she gave an overview on the major points of interest.

This document will also be available on our website under Public Information:

<https://www.rceb.org/about-us/public-information/national-core-indicators/>

Other sites regarding the NCI reports: National Core Indicators (NCI) national website:

<https://www.nationalcoreindicators.org/>

CA's Department of Developmental Services' (DDS) National Core Indicators Project homepage:

<https://www.dds.ca.gov/rc/nci/>

DDS' NCI Frequently Asked Questions: <https://www.dds.ca.gov/rc/nci/quality-assessment-faq/>

and <https://idd.nationalcoreindicators.org/>. The minutes of that meeting will be posted on the RCEB website and sent to DDS.

The board of directors had clarifying questions to the information shared.

Space for public comments was provided.

No questions from the public during the presentation or after.

With quorum established, we then moved back to Agenda/Minutes.

CONSENT AGENDA / MINUTES

M/S/C “The Board moves to approve the April 28, 2025 Agenda as presented”
(Renee/Dan] Unanimous - The motion was adopted.

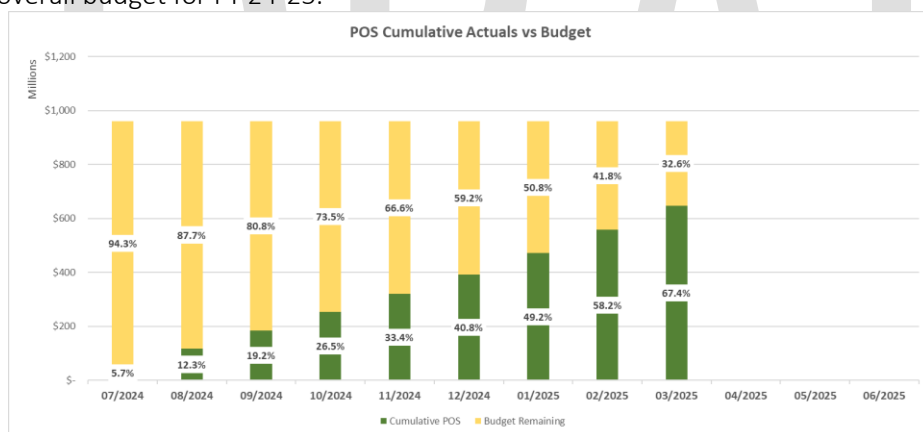
M/S/C “The Board moves to approve the March 24, 2025 Minutes as presented”.
(Renee/April] 6-yes, 1-abstain - The motion was adopted.

Mr. Paré introduced Ms. Nguyen to discuss the Budget and Finance section. He also placed a call for a need of members to join this committee and suggested moving the committee to another day to allow for further for a more in-depth discussion.

BUDGET AND FINANCE COMMITTEE – Lynn Nguyen, Director of Finance & Administration

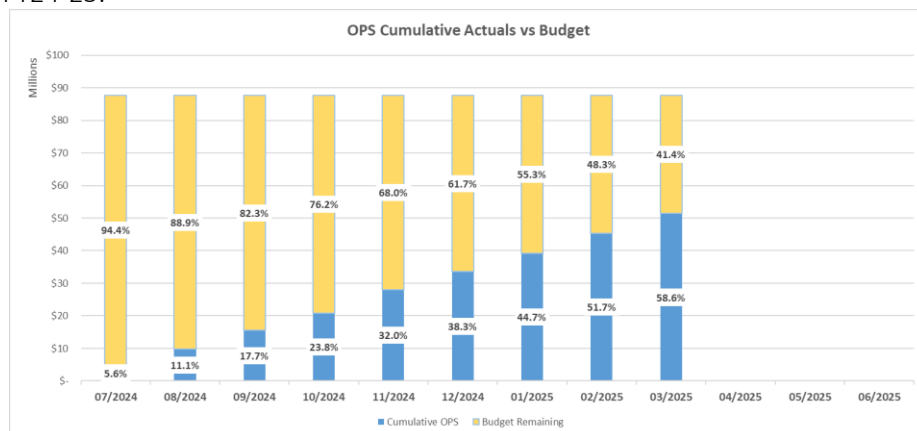
PURCHASE OF SERVICE

Through the A-2 amendment, RCEB received a total of \$959M in NON-CPP Purchase of Services (POS) funding for FY 2425. Through 3/2025, RCEB has expended \$647M or 67%, compared to 70% for FY 23-24. Despite the changes in service codes and subcodes for the rate reform, Staff completed preliminary Purchase of Services Expenditure Projection (PEP) to DDS in 4/2025, which shows a slight deficit of \$150k. In addition to the rate increase effective 1/1/25, there are new programs and growth that have impact our POS expenditures for FY 24-25, which were included in our first PEP report and discussed in the Finance Committee. The graph POS cumulative Actuals versus Budget shows POS expenditures trending month-over-month compared to the overall budget for FY 24-25.



Operations

Through 3/2025, RCEB has expended \$51M (or 59%) of its Operations budget of \$81M compared to 53% for FY 23-24. RCEB will continue to utilize Operations funding to recruit, hire and retain staff. We have also started to look into fiscal year-end spending for the remaining Operations budget. The graph OPS cumulative Actuals versus Budget below shows OPS expenditures trending month-over-month compared to the overall budget for FY24-25.



Line of Credit

1. A request to renew the line of credit at \$85M, an increase from prior year of \$40M, is due to the following considerations:
 - a. Likely that DDS will not advance cash for the next fiscal year before the July payments to the vendors requires RCEB to draw on the line of credit based on our low cash flows position at the end of the fiscal year. RCEB has started to work with DDS to collect on outstanding invoices and ask for additional cash advance so that we can minimize the amount borrowed.
 - b. US Bank agrees to a short-term committed LOC (6/2025 – 8/2025) at zero fees and an uncommitted LOC from 9/2025 to 5/2026 also at zero fees.
 - c. US Bank will have no commitment fee requirement.Staff's request is to approve the committed and uncommitted lines of credit.

M/S/C "The Board moves to approve of this committed and uncommitted lines of credit as specified"
[Dan/Lisa] - The board engaged in discussion clarifying terms, Ms. Nguyen provided responses.
Unanimous - The motion was adopted

VEBA Trust

1. A request for RCEB to establish a Voluntary Employees' Beneficiary Association (VEBA) trust is based on the following considerations:
 - a. RCEB has participated in a PEMHCA (Public Employees' Medical and Hospital Care Act) a post-retirement health benefit plan through CalPERS that requires employers to cover the monthly medical premium for retirees since 2010.
 - b. In the previous fiscal year (23/24), RCEB had an unfunded liability of \$6.8M based on most recent actuarial valuation for this plan. The cost of funding this unfunded benefit has increased over the past 15 years as healthcare costs continue to increase.
 - c. RCEB anticipates significant fiscal uncertainty and expected budget reductions at the state level.
 - d. Establishing a VEBA trust was a recommendation provided by legal counsel, DDS, and other regional centers with CalPERS who currently have trusts for this consideration.
 - e. Establishing a bank account requires Board resolution.

This was reviewed at the Executive Committee meetings and discussed with the support of Budget and Finance Committee. Staff requests that the Board approve establishing a VEBA trust using the remaining operations funds from the final year of the DDS contract with RCEB, and designate the Executive Director and Director of Finance to determine and make contributions towards the trust.

M/S/C "The Board moves to approve of the VEBA Trust as specified"
[Dan/April] - Unanimous - The motion was adopted

EXECUTIVE COMMITTEE REPORT/PRESIDENT'S REPORT: Frank Paré, President

CONTRACT APPROVAL

[Note: The contracts were submitted to the board of directors prior to the board meeting for their review and opportunity to ask questions and provide comments.]

DEPARTMENT OF DEVELOPMENTAL SERVICES AND REGIONAL CENTER OF THE EAST BAY D-4:

07/01/2022-06/30/2025

- \$627,000 RC Performance Measures
- \$(567,062) Deallocation of the tuition reimbursement program
- \$255,916 Other
- Total OPS \$315,854
- P/CRDP POS \$586,845
- This amendment brings the total "D" contract allocations for F/Y 22-23 to \$803,150,206

M/S/C "The Board moves to approve of this contract with DDS/State of Ca. as specified"
[Dan/Renee] - Unanimous - The motion was adopted

DEPARTMENT OF DEVELOPMENTAL SERVICES AND REGIONAL CENTER OF THE EAST BAY A-2:

07/01/2024-06/30/2027

- \$1,453,050 OPS Allocation
- \$56,926,653 POS Allocation
- Total \$58,379,703
- This amendment brings the total “A” contract allocations for F/Y 24-25 to \$1,047,878,097

M/S/C “The Board moves to approve of this contract with DDS/State of Ca. as specified”
[Renee/Brian] - Unanimous - The motion was adopted

MEMBERSHIP DEVELOPMENT COMMITTEE: April Key-Lee

Ms. Key-Lee provided an update on the board’s current membership status. As of the meeting, the board had ten members, five of whom were serving their final term, marking their seventh year. These members included Brian, Frank, Lisa, Teresita, and Renee. Recruitment efforts for new board members were actively underway, with some candidates referred and one currently being interviewed.

There was some discussion about Renee potentially reapplying in May 2027, though Ms. Key-Lee agreed to follow up on the matter separately.

Ms. Key-Lee emphasized the board’s composition, noting it included individuals from Alameda and Contra Costa Counties. At least 50% of the board consisted of clients from the Regional Center of the East Bay, along with guardians, parents, and community members knowledgeable about developmental disabilities. She encouraged individuals with expertise in areas such as management, legal affairs, finance, or community outreach to apply.

She reiterated the importance of fiduciary responsibilities, including the duties of care, loyalty, and obedience. Ms. Key-Lee stressed that board members, though volunteers, played an active role in oversight and governance—not in staff management but in upholding the board's broader responsibilities.

She concluded by noting that one candidate was in the pipeline, and others had paused due to family obligations, though she intended to follow up with them.

Please check our website and read about the board and e-mail your interest: [Board of Directors - Regional Center of the East Bay](#)

CONSUMER ADVISORY COMMITTEE [CAC]: Renee Perls, Secretary

In lieu of Mr. Battles reporting Ms. Perls presented and discussed the need for new CAC Members. A new flyer will be created. Medical concerns were also discussed. The board of directors discussed recruitment ideas for Ms. Perls to report back to CAC.

SUPPORTS AND SERVICES COMMITTEE: Frank Paré, President

Mr. Paré provided an update on the Support and Services Committee, summarizing several discussions held during the recent meeting. The committee had a meaningful conversation about homelessness and housing initiatives currently underway. Jeff Nagafuji, reporting to Steve Robinson, delivered a presentation on upcoming housing projects. Despite these efforts, Mr. Paré acknowledged that housing affordability remained a major challenge in the Bay Area and expressed a desire for better solutions.

Dr. Nanyonjo shared policy updates, including a new requirement for service providers to submit information to the Department of Developmental Services (DDS). Mr. Paré deferred to Mr. Dan Hogue to elaborate further, as the topic had also been discussed in the PVAC Committee.

The committee also addressed quality assurance concerns. This discussion followed a previous incident involving an allegation that a staff member had threatened to close a case after a parent raised concerns. Attempts by Ms. Sodipo to contact the parent were unsuccessful, leaving the matter unresolved. The committee acknowledged that even unconfirmed issues could affect community perception.

Another anecdote was shared about possible retaliation by a service provider, which sparked further discussion. Mr. Robinson acknowledged the seriousness of the concern and made himself available as a resource should similar issues arise again. Mr. Paré emphasized that regardless of whether such actions occurred, perceptions of retribution were real and important to address.

Additionally, Dr. Clyde Lewis from the Office of Ethnic Services at Alameda County Behavioral Health joined the meeting to propose a collaborative service summit planned for the fall, likely in October. Ms. Becky and her team had agreed to support the summit without leading its development. The meeting concluded with a discussion about the future direction of the Support and Services Committee within the context of the new strategic plan. Mr. Paré recalled that the committee had originally been created at the suggestion of former board member Linda Stevens to provide a space for parents to discuss challenges navigating the regional center system. He committed to reaching out to Ms. Stevens and another individual to begin planning the committee's future, including ways to involve parents more directly in setting the agenda—something he admitted was not currently being done.

PROVIDER/VENDOR ADVISORY COMMITTEE [PVAC]: Dan Hogue

Mr. Hogue discussed the requirements DDS has set for all service providers to register for the new service provider portal. DDS has announced that Regional Centers may be instructed to hold/withhold funds for providers who have not registered by the deadline. Mr. Hogue reported that the Provider Equity Subcommittee had met since the last board meeting. During the meeting, members discussed the previous board session and ultimately agreed to support Dr. Nanyonjo as she navigated the ongoing challenges. The subcommittee emphasized the importance of giving her the space and grace to manage the situation, recognizing that she had stepped into a complex issue. They affirmed their support for her efforts to resolve it.

Mr. Hogue also noted that the provider group had shifted its focus toward advocacy, particularly in response to proposed Medicaid cuts. The day program provider group continued to meet weekly and hosted a "troubleshoot" session every Wednesday, where providers could seek help with system issues such as difficulties with the QIP.

During their Friday meetings, the group concentrated heavily on advocacy efforts, which were deemed critical to maintaining funding. Mr. Hogue credited Mr. Mike Pereira with doing an excellent job of keeping providers informed by sharing relevant links and resources to help them advocate with legislators at both the state and national levels.

PUBLIC COMMENT:

Mr. Paré reread the public comment disclaimer - The Board welcomes comments from any person regarding RCEB's service and support to the East Bay community. This Board meeting is conducted virtually via Webinar. If you would like to make a comment, click the "Raise Your Hand" button to request to speak when Public Comment is being taken on the Agenda item. You will then be unmuted when it is your turn to make your comment for up to 3 minutes. After the allotted time, you will then be re-muted. Thank you in advance for your interest. Please remember to be honest, direct, and respectful.

No public comments occurred.

ASSOCIATION OF REGIONAL CENTER AGENCIES [ARCA]: Frank Paré, President

Mr. Paré did not have an ARCA report.

Mr. Paré closed the meeting with echoing the PVAC Equity subcommittee that the board is 100% behind Dr. Nanyonjo and we do believe she entitled to grace. We believe that she is the right person and the right person for the job. if that wasn't made clear previously, I hope tonight and future nights,

MEETING ADJOURNED

The board meeting adjourned at 9:08 p.m.

Next Virtual Meetings on May 19, 2025 *Early due to the holiday*

The next Diversity and Equity committee Meeting will be at 5:30 PM

The next Board Meeting will be at 7:00 PM

Acronym List

ARFPSHN Adult Residential Facility for Persons with Specialized Health Care Needs

BAHC Bay Area Housing Corporation

CCH Community Crisis Home

CPP Community Placement Plan

CRDP Community Resource Development Plan

DDS Department of Development Services

EBSH Enhanced Behavioral Support Home

FHA Family Home Agency

HCBS Home and Community Based Services

ILS Individual Living Services

ILS Individual Living Services

OPS Operations

PEP Purchase of Service Expenditure Projection

POS Purchase of Service

SLS Supported Living Services

DRAFT