



Santa Clara & San Benito
6203 San Ignacio Ave., #200
San Jose, CA 95119

Santa Clara County
1100 Main St.
Watsonville, CA 95076

Monterey County
1370 South Main St.
Salinas, CA 93901

SAN ANDREAS REGIONAL CENTER

REQUEST FOR PROPOSAL (RFP)

Type of Service: 875 Service Code - Transportation Company

Counties: Monterey, Santa Cruz, Santa Clara, San Benito

Date: December 19, 2022

A. Overview of RFP:

San Andreas Regional Center (SARC) is seeking service providers to operate transportation services and transportation assistant services to served people with developmental disabilities who reside in the counties of: Santa Clara, San Benito, Santa Cruz, Monterey. Developmental disabilities include intellectual disabilities, epilepsy, autism, and cerebral palsy. The applicant selected to provide transportation services and transportation assistant services in the RC service region will work closely with R&D Transportation services, Inc. (R&D) a full-service transportation broker, who provides scheduling, routing, quality assurance, and oversight of all contract transportation billing invoices.

Transportation services include transporting individuals to and from their place of residence to day programs, generally between the hours from 6:00 am - 6:00 pm, Monday through Friday. Individuals may need supervision, assistance with wheelchairs, or assistance and monitoring while being transported. Currently, SARC is in need to expand its transportation routes to fulfill emergent service needs for individuals to travel to/from their respective program activities. It should be noted that the number of service needs is expected to increase significantly as in-person program activities resume throughout the region. Therefore, transportation companies will have the opportunity to expand service capacity to align with the developing needs of our community.

In addition to the qualifications outlined below, applicant must demonstrate familiarity with California Code of Regulations (CCR), Title 17, Section 54310 through 54390, vendor application requirements, and Sections 58500 to 58570, Transportation Services, and be eligible for vendorization by SARC or have an existing vendorization for transportation services with



another regional center. Vendorization is the process for identification, selection, and utilization of service providers based on the qualifications and other requirements necessary in order to provide services to consumers. The vendorization process allows regional centers to verify, prior to the provision of services to consumers, that an applicant meets all of the requirements and standards specified in regulations. San Andreas may elect to vendor all, part, or none of the projects, depending on:

1. Funding availability as approved by Department of Developmental Services (DDS) and
2. Quality of proposals received.

SARC invites all interested parties, that meet the qualifications described below, to review the information listed herein and submit a proposal to SARC for consideration.

B. RFP Submission Period:

SARC will accept written proposals from interested parties between:
January 12, 2023 – February 13, 2023 at 4:00pm.

C. Background of SARC:

SARC is a private, nonprofit corporation, which contracts with the State of California's Department of Developmental Services (DDS), to provide services and supports to persons with developmental disabilities and their families in the counties of: Santa Clara, San Benito, Santa Cruz, Monterey. The Internal Revenue Services (IRS) has established SARC as a 501(c)(3) corporation.

Services and supports provided by SARC to our individuals include diagnostic, evaluation, case management, and early intervention services. In addition, SARC purchases services from various entities for individuals in SARC's catchment area. The purchased services include, but are not limited to, out-of-home residential services, community-based day programs, transportation, independent living services, supported living services, Early Start services for children under the age of 3 years, family supports, such as day care or respite, and behavioral intervention services.

SARC's funding for both the operations of the regional center and the services purchased for consumers comes from the DDS. More information regarding SARC and the services provided by SARC can be found on SARC's website at <https://www.sanandreasregional.org/>.

[NO FURTHER TEXT ON THIS PAGE]



D. Transportation Service Provider Qualifications

SARC is seeking service provider(s) to transport adult consumers to and from their community-based day programs or other vendored program services, for all counties within the service region, who has the following experience in transportation services:

1. Experience in providing transportation services
2. Experience working with individuals who have developmental disabilities.
3. Must have a business location within SARC's catchment area
4. Ability to pass background check and require that all staff pass background check
5. Must be able to demonstrate insurance coverage that complies with SARC's service provider insurance policy and contractual requirements.
6. Possess a current business license as a transportation company
7. Must be in good standing with the California Secretary of State
8. Be eligible for vendorization. More Information about vendorization may be found on DDS's website at www.dds.ca.gov under "Vendorization FAQs" or under California Code of Regulations, Title 17, and Sections 54310 through 54390, vendor application requirements; Sections 58500 to 58570, Transportation Services; and Sections 54342(a)(81) and (84).

[NO FURTHER TEXT ON THIS PAGE]



E. Maximum Rate of Reimbursement

The rate of reimbursement for transportation services contracted under 875 Service Code will be negotiated between the regional center and the applicant up to one of the maximum allowable rates:

Department of Developmental Services: 2022 Statewide Median Rates Effective April 1st, 2022 San Andreas Regional Center			
Service Code	Unit	Description	Rate
875	Hourly	Individual	\$31.95
875	Hourly	Group	\$42.84
875	Daily	One-Way Trip	\$16.74
875	Daily	Individual	\$27.60
875	Daily	Non-Ambulatory	\$26.94
875	Mileage	Group Per Mile	\$2.54
875	Daily	Bus Aide	\$96.03
882	Hourly	Individual	\$17.51
882	Hourly	Group	\$17.93

The rate of reimbursement for transportation attendant services will be negotiated between the regional center and the applicant up to the maximum Median Rate. Please note that the new reimbursement rates provided herein are the published SARC 2022 *Statewide Median Rates*.

Pursuant to Welfare & Institutions Code (WIC), Section 4691.9, no regional center may negotiate a rate with a new service provider, for services where rates are determined through a negotiation between the regional center and the provider, that is higher than the regional center's median rate for the same service code and unit of service, or the statewide median rate for the same service code and unit of service, whichever is lower. The unit of service designation must conform with an existing regional center designation, or if none exists, a designation used to calculate the statewide median rate for the same service. The above rates reflect the median rates for both transportation services and transportation attendant services.

F. Proposal Requirements (See Attachment B):

1. Proposal Title Page
2. Statement of Services
3. Transportation Service Provider's Experience & Qualifications
4. Documentation Requirements



G. Proposal Preparation

The following information is provided to assist the transportation service provider in preparing their proposal:

1. Attachment A: Proposal Title Page
2. Attachment B: Table of Contents and Proposal Requirements
3. Attachment C: Vendor Application Packet
4. Attachment D: Cost Statement
5. Attachment E: Service Provider - Acord Certificate of Liability Insurance
6. Attachment F: Transportation Service Provider Contract Sample
7. Attachment G: Statutes and Regulations

H. Selection Timetable is as follows:

1. Applicant RFP Orientation conference on Wednesday, January 11, 2023 at 11:00am, Zoom link included: [SARC - Transportation RFP Orientation Conference](#)
2. Proposals due by February 13, 2023 at 4:00pm
3. Internal Review by February 20, 2023
4. RFP Review Committee interviews by February 27, 2023 - March 3, 2023
5. Notification of selected service provider(s): March 8, 2023
6. Award of Contract by March 13, 2023
7. Transportation Services to begin by May 1, 2023.

I. Submission of Proposals Information

Proposals must be emailed to: RFPQuestions@rdtsi.com by **4:00PM on February 13, 2023.**

Please email any inquiries or clarification to: RFPQuestions@rdtsi.com

Proposals that are late or FAXED will not be accepted.

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J. Evaluation Criteria

The RFP Evaluation Committee will use the criteria below to rate proposals submitted by transportation companies. Each proposal shall be organized into five (5) sections, which are described in Attachment B, Table of Contents and Proposal Requirements. Each section will receive a maximum score as follows:

Criteria	Percentage	Max Score
Transportation Experience; Insurance, CHP rating	25%	25
Organizational chart; qualifications and experience of staff; recruitment, staffing training, service design	25%	25
Description of Fleet and vehicles to be used; fleet maintenance records	25%	25
Proposed Cost Statement	15%	15
Interview	10%	10
Total Maximum Points	100%	100

K. Eligible Applicant

All interested parties meeting the qualifications as identified in the RFP are eligible to apply. Employees of Regional Centers are not eligible to apply. Applicant must disclose any potential conflicts of interest. Applicant, including members of the applicants governing board, must be in good standing. Proposals may be submitted by for-profit or non-profit corporations.

Board members and employees of San Andreas are prohibited from submitting proposals. Refer to Title 17 regulations, Section 54314 for a complete list of ineligible applicants.

L. Selection Procedures

All proposals received by the deadline will be reviewed by the RFP Evaluation Committee established by the Community Services Department. The RFP Evaluation Committee shall be comprised of at least five members, the majority of whom shall have experience in evaluating, procuring, or providing transportation service, pursuant to Title 17, Section 58531. Proposals will be reviewed for completeness, experience, qualifications, quality of fleet, fiscal stability of applicant, reasonableness of costs, and the ability of applicant to provide the identified service required by SARC.

Assumptions and Agreements

Proposals will not be returned to the submitter. SARC reserves the right to dismiss any proposal if it does not meet the criteria established in this RFP.



M. Reservation of Rights

SARC reserves the right to request or negotiated changes in a proposal, to accept all or part of a proposal, or to reject any or all proposals. SARC may, at its sole and absolute discretion, select no applicant for these services, if, in its determination, no applicant sufficiently meets the required qualifications for vendorization. SARC reserves the right to withdraw this Request for Proposal (RFP) and/or any item within the RFP at any time without notice. SARC reserves the right to disqualify any proposal which does not adhere to the RFP guidelines. This RFP is being offered at the discretion of SARC. It does not commit the Regional Center to award this service.

Costs for Proposal Submission

Applicant responding to the RFP shall bear all costs associated with the development and submission of a proposal.

N. Inquiries/Request for Assistance

All additional inquiries regarding the application or requesting technical assistance should be directed to RFPQuestions@rdtsi.com. Technical assistance is limited to information on the requirements for preparation of the application packet. Applicant is expected to prepare the documentation themselves or retain someone to provide such assistance. If an applicant chooses to retain assistance from another party, the applicant must be able to thoroughly address all sections of the proposal during the interview process.

O. Protest Procedure

Within thirty (30) days of selecting the applicant, SARC shall post on its website the intent to award notice to include the applicant selected and the contract award date. All unsuccessful applicants shall be notified by SARC in writing ten (10) days prior to posting the intent to award notice on SARC's website. All unsuccessful applicants have the right to protest SARC's notice of intent to award the contract. Unsuccessful applicants shall have ten (10) days upon receipt of intent to award notice to protest the intent to award the contract ("Protest"). If the unsuccessful applicant does not submit the written Protest within the ten (10) day period, SARC shall deny such Protest and the Intent to Award notice shall be deemed final. Protests shall be in writing and shall state the grounds (s) for the protest. All Protests must be emailed to the following email address: RFPQuestions@rdtsi.com.



SARC shall take one of the following steps below, within thirty (30) days upon receipt of a written Protest:

1. Not award the contract until the protest has been withdrawn or the regional centers has resolved the protest; **OR**
2. Terminate the RFP process by notifying all bidders in writing within ten (10) days after the decision to terminate the contract award process; and correct the disputed items and rebid the contract; **OR**
3. Allow all interested bidders to participate in the negotiated rate contract process.

[NO FURTHER TEXT ON THIS PAGE]



ATTACHMENT A

Proposal Title Page

TO: RFP EVALUATION COMMITTEE

RE: **Submission of Proposal in Response to Transportation Service Provider**

NAME OF APPLICANT or ENTITY/ORGANIZATION SUBMITTING PROPOSAL *(please print)*

ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

Email address

Website address

CONTACT PERSON FOR PROPOSAL *(please print)*

I affirm that the information presented in this application and proposal is true and that this proposal was developed and authored by authorized individuals of the transportation company. I understand that any falsification of information; or failure to disclose any information regarding complaints leveled by the [is there an oversight entity] or other regulatory authority; or failure to report a Conflict of Interest, will be cause for immediate disqualification. I also understand that failure to meet minimum qualifications as stated in the RFP, late proposal submissions, and incomplete proposals will also be cause for immediate disqualification. I further understand that, in the event that this proposal is selected by SARC, the proposal itself is not approved conclusively.

Applicant Signature

Date

Printed Name of Applicant



ATTACHMENT B

Table of Contents & Proposal Requirements

1. Proposal Title Page

- a. See Attachment A.
- b. Provide the name, address, and contact information of the applicant.
- c. If the applicant is a corporation, list the principal members of the corporation and include verification of incorporation in California.

2. Statement of Services

- a. Provide a statement of the services to be provided to SARC's consumers.

3. Transportation Service Providers Experience & Qualifications

- a. Provide an overview of the applicant's business, including an overview of services provided, business philosophy, business location(s), business hours, number of staff, mission statement, business history, etc.
- b. Detail your company's experience in providing transportation and transportation attendant services to individuals with developmental disabilities. Include information about transportation services and transportation attendant services provided to other regional centers, if applicable.
- c. Provide a description of the fleet and the vehicles to be utilized to transport consumers.
- d. Provide at least three (3) references. Include address, telephone numbers, contact information, and a statement from the references permitting those references may be verified by SARC. Applicants should be aware the RFP Evaluation Committee will contact references or other sources to corroborate any information provided in the proposal.
- e. Attach an organizational chart that reports the supervisory hierarchy. The chart must include the names of any governing board members.
- f. Provide resumes of the staff that will be performing services
- g. Provide your process to recruit and retain quality staff to include, but not limited to, the following:
 - i. Describe commitments you will make to ensure staff continuity, including your staff turnover experience in the last three years.
 - ii. Describe how you will ensure staff are at least 18 years of age and competent in the use of wheelchairs, hydraulic lifts, ramps and other equipment used for transporting, boarding and exiting consumers from the vehicle
 - iii. Describe how you will ensure that each driver has not been driving under the influence of alcoholic beverage or any drug within five years immediately preceding and during employment.



- iv. Describe how you will ensure that each driver has not been convicted of reckless driving or speeding within three years immediately preceding and during employment.
- v. Describe how your firm will maintain for each driver i) a valid driver's license issued by the Department of Motor Vehicles pursuant to Vehicle Code Section 12500; ii) a Traffic Point Count as produced by the Department of Motor Vehicles pursuant to Vehicle Code Section 12810; and iii) a medical certificate as required by the Department of Motor Vehicles pursuant to Vehicle Code Section 12804
- h. Provide information on continuing education and training provided to your staff, to include, but not limited to, the following:
 - i. Describe initial and ongoing training, including required certifications
 - ii. Provide information on your company's safety program
 - iii. Describe specialized training to support consumers that may have behaviors or medical challenges.
 - iv. Describe Special Incident Report ("SIR") training program

4. Documentation Requirements

- a. Completed, Signed, Vendor Application (Form DS1890 (7/2011))
- b. Completed, Signed, Applicant/Vendor Disclosure Statement (Form DS1891)
- c. Completed, Signed, Home and Community-Based Services Provider Agreement
- d. Completed, Signed, SARC – Insurance Policy Requirement Certificate
- e. Completed, Signed, Vendor Questionnaire – Conflict of Interest/Duplication
- f. Completed IRS, W-9 Form
- g. Completed, Signed, Business Associate Agreement – Contract
- h. A copy or sample of a Special Incident Report ("SIR") to be used by your company (Title 17, Section 54327)
- i. A copy of your company's independent audit report or independent review report for the past two (2) years.
- j. A copy of your company's business license that demonstrates it is a transportation company.
- k. A copy of adequate liability insurance in accordance with WIC, Section 4648.3
- l. A copy of your company's safety compliance rating issued by the California Highway Patrol pursuant to Title 17, California Code of Regulations, Section 1233.
- m. A copy of maintenance records of the vehicles to be used in providing transportation services to consumers
- n. A cost statement demonstrating the requested rate of reimbursement that is equal to or less than the median rates for transportation services and transportation attendant services.
- o. A copy of the California Highway Patrol terminal inspection for your company
- p. Provide a copy of your program design.



5. Additional Documentation Requirements - Post Selection Process

The following documents will be required as part of the vendor application process for the selected proposal(s) only. The vendor application process will be coordinated by R&D (on behalf of SARC) for qualified service providers. Therefore, the documents listed below will not be expected as part of your proposal submission.

- a. SARC Service Provider Agreement
- b. Independent Contractor Agreement
- c. SARC Agreement for Use of the Service Provider Portal and Emailing Authorizations and Turnaround Invoices
- d. eBilling Enrollment Process Forms

[NO FURTHER TEXT ON THIS PAGE]



ATTACHMENT C

SARC Cost Statement

COST STATEMENT			
Service Code 875			
Vendor Name:			
Vendor Number:		Service Code:	875
Service Description:	Transportation Company		
Vendor Address:			
Tax ID:			
Contact Name:			
Contact Phone Number:			
SECTION A: SERVICE PROVIDER COSTS & RATE PROPOSAL			
Monthly Direct Service Staff Costs			
Monthly Operating Costs			
Monthly Administrative Costs			
Total Administrative Costs			
Total Non-Administrative Costs			
Total Cost for Overall Service			
Total Administrative %			
<p>Based on the R&D Median Rate Analysis, a separate report completed by R&D and the transportation company, R&D is supporting the transportation company to request the following rate types. The R&D Median Rate Analysis assesses the monthly costs of providing services and breaks costs down per vehicle and per person to determine the most appropriate rate type. The service provider receives support from R&D to understand how their costs translate to the proposed rate. The proposed rate is not expected to be the median rate.</p>			
Rate Type: _____		Proposed Rate: _____	
Rate Type: _____		Proposed Rate: _____	
Rate Type: _____		Proposed Rate: _____	
Rate Type: _____		Proposed Rate: _____	
Prepared By: _____			
Printed Name and Title: _____			
Date Signed: _____			
Comments:			
<p>Senate Bill 74 (Chapter 9, Statutes of 2011) enacted as of March 24, 2011 adds Section 4629.7 to the Welfare and Institutions Code (W.I.C.) and expressly requires that for services where rates paid to vendors are considered to be "negotiated" rates, not more than 15% of Regional Center purchase of service (POS) funds may be spent on vendor administrative costs.</p>			



SARC Cost Statement

SECTION B: R&D TRANSPORTATION BROKER REVIEW

☐ I have reviewed this cost statement. I attest that this request is consistent with the proposed service.

Reviewed By: _____

Printed Name and Title: _____

Date Signed: _____

Comments: _____

SECTION C: RATES DEPARTMENT REVIEW

Below is the approved rate per SARC median rates as permitted by DDS.

Approved Rate: _____

Approved By: _____

Printed Name and Title: _____

Date Signed: _____

Comments: _____

SECTION D: SERVICE PROVIDER AGREEMENT

☐ I have reviewed this cost statement. I agree to the negotiated rate.

Agreed to By: _____

Printed Name and Title: _____

Date Signed: _____

Comments: _____

NOTE: Regional Centers do not have the discretion to adjust or negotiate rates for existing service providers, per California Welfare & Institutions Code (WIC) § 4691.9:

(a) No regional center shall pay an existing service provider, for services where rates are determined through a negotiation between the regional center and the provider, a rate higher than the rate in effect on June 30, 2008, unless the increase is required by a contract between the regional center and the vendor that is in effect on June 30, 2008, or the regional center demonstrates that the approval is necessary to protect the consumer's health or safety and the department has granted prior written authorization.

(b) No regional center may negotiate a rate with a new service provider, for services where rates are determined through a negotiation between the regional center and the provider, that is higher than the regional center's median rate for the same service code and unit of service, or the statewide median rate for the same service code and unit of service, whichever is lower. The unit of service designation must conform with an existing regional center designation or, if none exists, a designation used to calculate the statewide median rate for the same service. The regional center shall annually certify to the State Department of Developmental Services its median rate for each negotiated rate service code, by designated unit of service. This certification will be subject to verification through the department's biennial fiscal audit of the regional center.

ATTACHMENT D

SARC Vendor Application Packet

VENDOR APPLICATION

DS 1890 (Rev. 07/2011) (Electronic Version)

Applicant Name					Federal Tax ID or SSN *
Name of Governing Body or Management Organization					
Mailing Address	(Street)	(City)	(State)	(Zip)	(County)
Service Address	(Street)	(City)	(State)	(Zip)	(County)
<i>(If different than mailing address)</i>					
Applicant (owner or executive director)				Telephone number ()	
Type of Service to be Provided				Facility Capacity	
Identification of the type of consultants, subcontractors and community resources to be used by the vendor as part of its service					

CERTIFICATION

I hereby certify to the best of my knowledge and belief, this information is true, correct, and complies with Title 17, Section 54310(a).

Applicant's Signature 	Date
--	------

INSTRUCTIONS

Please read the Department of Developmental Services California Code of Regulations, available from the regional centers, prior to completing this form. Type or print this form. Mail to the regional center serving your area.

Attach applicable information outlined in Title 17, Section 54310(a)(10)

- (A) Any license, credential, registration or permit required for the performance of the service or operation of the program, or proof of application for such document;
- (B) Any academic degree required for performance or operation of the service;
- (C) Any waiver from licensure, registration, certification, credential, or permit from the responsible controlling agency;
- (D) The proposed or existing program design as required in Section 56712 and Section 56762, if applicable, for applicants seeking vendorization as community-based day programs;
- (E) The proposed or existing staff qualifications and duty statements as required in Sections 56722 and 56724 for applicants seeking vendorization as community-based day programs;
- (F) The proposed or existing design as required in Section 56780 for applicants seeking vendorization as in-home respite services agencies;
- (G) The proposed or existing staff qualifications and duty statements as required in Section 56792 for applicants seeking vendorization as in-home respite services agencies;
- (H) The signed Home and Community-Based Services Provider Agreement with the Department of Health Services, if required.

* "Except for the Federal Tax ID or Social Security Number, all information provided by you on this form may be released to a member of the public pursuant to the Public Records Act, Section 6250 et seq. of the California Government Code."

APPLICANT/VENDOR DISCLOSURE STATEMENT

GENERAL INSTRUCTIONS

Every applicant or vendor must complete and submit a current Applicant/Vendor Disclosure Statement, DS 1891 (disclosure statement) as part of a complete application packet for vendorization or upon request of the vendoring regional center. The following instructions are designed to clarify certain questions on the form. Instructions are listed in order of question for easy reference. See 42 CFR 455.101 for additional definitions.

Overall Authority: *Code of Federal Regulations (CFR), Title 42, Part 455; California Code of Regulations, Title 17, Section 54311. Welfare and Institutions Code, Section 4648.12.*

Important:

- **IT IS ESSENTIAL THAT ALL APPLICABLE QUESTIONS BE ANSWERED ACCURATELY AND THAT ALL INFORMATION BE CURRENT.**
- **Parents and consumers of Vouchers, Participant-Directed Services, or Purchase Reimbursements:** Complete Part 1 on page 2 and Part 3 on page 3, then proceed to **Applicant/Vendor Signature** on page 4 to sign and date.
- Failure to disclose complete and accurate information will result in a denial of enrollment and/or may be cause for termination of vendorization.
- Read **ALL** instructions when completing the disclosure statement.
- Type or print clearly in ink.
- If applicant or vendor must make corrections, please line through, date, and initial in ink. Do not use correction fluid.
- Answer all questions as of the current date.
- If additional space is needed, attach a sheet referencing the part and question being completed.
- Return this completed statement with the complete application package to the regional center to which you are applying.

Part 1: Identifying Information

- A. Specify name of the applicant or vendor, agency, facility or organization, vendor number and service code, business address, and telephone number of applicant or vendor submitting the vendor application.
- B. Specify in what capacity the applicant or vendor is doing business. For example: The name of the corporation under which they are doing business. This name must match the license name, if applicable.
- C. List the National Provider Identifier, of the applicant or vendor, if any.
- D. List the Social Security Number, Date of Birth, and/or the Federal Employer Identification Number (EIN) of the applicant or vendor, if any. Enter Vendor's nine-digit EIN assigned by the IRS in the following format: XX-XXXXXXX.
 - An EIN is used to identify the accounts of employers and certain others who have no employees.
 - For more information about an EIN, please check <http://www.irs.gov> for "Employer Identification Numbers" or "EIN". Whenever this Disclosure Statement requests an EIN about an individual or entity, it has the same meaning.
- E. Check the entity type that best describes the structure of your organization.

Part 2: Ownership and Control Interests. Use the following definitions to identify the individuals you should enter in A, B and C of this section. See 42 CFR 455.101 for additional definitions.

- "Indirect Ownership Interest" means an ownership interest in an entity that has an ownership interest in the applicant or vendor. This term includes an ownership interest in any entity that has an indirect ownership interest in the applicant or vendor;
- "Managing Employee" means a general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, agency or business entity;
- "Ownership Interest" means the possession of equity in the capital, the stock, or the profits of the applicant or vendor.
- "Person with an Ownership or Control Interest" means a person or corporation that:
 - A) Has an ownership interest totaling 5 percent or more in an applicant or vendor;
 - B) Has an indirect ownership interest equal to 5 percent or more of an applicant or vendor;
 - C) Has a combination of direct or indirect ownership interests equal to 5 percent or more in an applicant or vendor;
 - D) Owns an interest of 5 percent or more in any mortgage, deed of trust, note, or other obligation secured by the applicant or vendor if that interest equals at least 5 percent of the value of the property or assets of the applicant or vendor;
 - E) Is an officer or director of an applicant or vendor that is organized as a corporation; or
 - F) Is a partner in an applicant or vendor that is organized as a partnership.
- "Significant Business Transaction" means any business transaction or series of transactions that, during any one fiscal year, exceed the lesser of \$25,000 and 5 percent of an applicant or vendor's total operating expenses.

- “Subcontractor” means an individual, agency, or organization to which an applicant or vendor has contracted or delegated some of the management functions or responsibilities of providing services.
- “Wholly Owned Supplier” means a supplier whose total ownership interest is held by an applicant or vendor or by a person, persons, or other entity with an ownership or control interest in an applicant or vendor.

Part 3: Excluded Individuals or Entities. (See page 3. Must be disclosed if applicable.)

“Excluded Individuals or Entities” means those individuals and entities that have been placed on either the U.S. Department of Health and Human Services Office of Inspectors’ General (OIG) List of Excluded Individuals/Entities or the Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible Provider List of persons, or individuals and entities that have been convicted of a criminal offense related to involvement in any program under Medicare, Medicaid or the Title XX services program, or those individuals and entities that meet the criteria included in Title 17, Section 54311(a)(6).

**Title 17, California Code of Regulations, Section 54311(a)(6)
(Criteria for Excluded Individuals or Entities)**

The name, title and address of any person(s) who, as applicant or vendor, or who has ownership or control interest in the applicant or vendor, or is an agent, director, members of the board of directors, officer, or managing employee of the applicant or vendor, has within the previous ten years:

- (A) Been convicted of any felony or misdemeanor involving fraud or abuse in any government program, or related to neglect or abuse of an elder or dependent adult or child, or in any connection with the interference with, or obstruction of, any investigation into health care related fraud or abuse; or
- (B) Been found liable any civil proceeding for fraud or abuse involving any government program; or
- (C) Entered into a settlement in lieu of conviction involving fraud or abuse in any government program.

PLEASE FILL OUT

Part 1. Applicant/Vendor Information

A. Name of applicant or vendor, entity, agency, facility, or organization as reported to IRS:

Vendor Number and Service Code:

Business Address:

Telephone number (with area code):

B. Name registered with California Secretary of State, if any:

C. National Provider Identifier (NPI), if any:

D. Social Security Number (SSN), Date of Birth (DOB), and/or Federal Employer Identification Number (EIN), if any:

E. Check the entity type that best describes the structure of the applicant or vendor individual, business entity, agency, facility or organization: Check **only one** box:

- ☐ **Parent or Consumer for Vouchers, Participant-Directed Services, or Purchase Reimbursements** (Complete Part 1 above and Part 3 on page 3, then proceed to **Applicant/Vendor Signature** on page 4 to sign and date).
- ☐ **Sole Proprietor (Unincorporated)**
- ☐ **General Partnership** ☐ **Limited Partnership** ☐ **Limited Liability Partnership**
- ☐ **Limited Liability Company: State of formation:** _____
- ☐ **Governmental**
- ☐ **Corporation: Corporate number:** _____ **State incorporated:** _____
- ☐ **Nonprofit – Check One:** ☐ **Unincorporated Association** ☐ **Religious/Charitable**
 ☐ **Corporation** ☐ **Other (specify):** _____
 Corporate Number: _____ **State Incorporated:** _____

Corporations & Nonprofits Must Indicate Corporation Number and State. If not a Corporation or Nonprofit, write N/A.

Part 2. Ownership, indirect ownership, and managing employee interests (If not applicable, please indicate.)

A. List the name(s), title(s), address(es), SSNs, and DOBs of individuals for organizations having direct or indirect ownership interests, and/or managing employees in the applicant/vendor (see instructions for definitions). Also list all members of a group practice. Attach additional pages as necessary to list all officers, owners, management and ownership individuals and entities.

Name	Title	Address	SSN	DOB

B. List those persons named in 'A' above or 'Part 4. A' below, that are related to each other as spouse, parent, child, or sibling.

Name	Relationship	Address

C. List the name, address, vendor number and service code, SSN, NPI and/or EIN of any other applicant or vendor in which a person with an ownership or controlling interest in the applicant or vendor also has an ownership or control interest of at least 5 percent or more. For example: Are any owners of the applicant or vendor also owners of Medicare or Medicaid facilities? (Example: sole proprietor, partnership or members of Board of Directors.)

Name	Address	Vendor Number and Service Code	SSN, NPI and/or EIN

Part 3. Excluded Individuals or Entities (If not applicable, please indicate.)

List the name, title, and address of any person, as applicant or vendor, or entity with an ownership or control interest, any agent, director, officer, or managing employee of the applicant or vendor who is an excluded individual or entity, as defined on page 2.

Name	Title	Address

Part 4. Subcontractor (If not applicable, please indicate.)

A. List the name, title, address, SSN, NPI and/or EIN of each person or entity with an ownership or control interest in any **subcontractor** in which the applicant or vendor has direct or indirect ownership of 5 percent or more. State percentage.

Name	Title	Address	Percentage	SSN, NPI and/or EIN

B. List the name, title, address, SSN, NPI and/or EIN of each **subcontractor or wholly owned supplier** in which the applicant or vendor has had any significant business transactions within 5 years of the application or request.

Name	Title	Address	SSN, NPI, and/or EIN

APPLICANT/VENDOR SIGNATURE

Knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to become vendored, or if the service provider already is vendored, a termination of its vendorization.

By signing this disclosure statement, you hereby certify and swear under penalty of perjury that (a) you have knowledge concerning the information above, and (b) the information above is true and accurate. You agree to inform the vendoring Regional Center, in writing, within 30 days of any changes or if additional information becomes available.

Name of Applicant/Vendor or Authorized Representative

Title

Signature

Date

Recordkeeping and Access to Records

Subject to the provisions of Title 17, California Code of Regulations, Section 54311 and Code of Federal Regulations, Title 42, Part 455.105, an applicant or vendored provider agrees to provide access for the review of any and all ownership disclosure information and/or documentation upon written request by the vendoring regional center, the Department of Developmental Services, the State Medicaid Agency, Department of Health Care Services, any State survey team, the Secretary of the United States Department of Health and Human Services, or any duly authorized representatives of the above named entities.

Privacy Statement

All information requested on the application and the disclosure statement is mandatory with the exception of the social security number for any person other than the person or entity for whom an IRS Form 1099 must be provided by the Department of Developmental Services pursuant to 26 USC 6041. This information is required by the authority of Welfare and Institutions Code, Section 4648.12 and Title 17, California Code of Regulations, Section 54311. The consequences of not supplying the mandatory information requested are denial of vendorization as a regional center vendor or termination of vendorization. Any information may also be provided to the State Controller's Office, the California Department of Justice, the Department of Consumer Affairs, other state or local agencies as appropriate, fiscal intermediaries, managed care plans, the Federal Bureau of Investigation, the Internal Revenue Service, Medicare Fiscal Intermediaries, Centers for Medicare and Medicaid Services, Office of the Inspector General, Medicaid, or licensing programs in other states.

**HOME AND COMMUNITY BASED-SERVICES
PROVIDER AGREEMENT**

Name of Service Provider *(Please type or print)*

Address

Telephone

Vendor Number

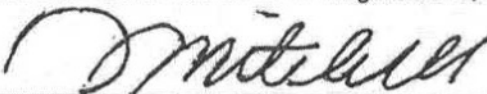
Service Code

CERTIFICATION STATEMENT

The Provider agrees and shall certify under penalty of perjury that all claims for services provided to regional center clients have been provided to the clients by the Provider. The services were, to the best of the Provider's knowledge, provided in accordance with the client's written Individual Program Plan. The Provider shall also certify that all information submitted to the regional center is accurate and complete. The Provider understands that payment of these claims will be from federal and/or state funds, and any falsification or concealment of a material fact may be prosecuted under federal and/or state laws. The Provider agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. The Provider agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Developmental Services; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, or their duly authorized representatives. The Provider also agrees that services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

THE PROVIDER AGREES TO INCLUDE WITH EACH CLAIM SUBMITTED TO THE REGIONAL CENTER A CERTIFICATION STATEMENT TO THE ABOVE TERMS AND CONDITIONS WHICH SHALL BE PRINTED ON THE REVERSE SIDE OF EACH PROVIDER OF CARE CLAIM FORM.

I certify that the undersigned will be A PARTICIPATING provider of Medi-Cal home and community-based services upon SUBMISSION OF THIS AGREEMENT TO THE REGIONAL CENTER and satisfaction of all vendorization requirements pursuant to Title 17, California Code of Regulations, and compliance with the requirements for providers of service set out in Welfare and Institutions Code, Division 9, Part 3, and in California Code of Regulations, Title 22.



Department of Health Services

Signature of Service ProviderDate

(Rev. 6/99)

INSURANCE POLICY REQUIREMENT CERTIFICATION

Service providers must maintain current insurance policies at all times. This is important to protect the provider's interests, as well as those of the individuals served and San Andreas Regional Center (SARC).

SARC's Insurance Policy requires the provider's Certificate of Liability Insurance to include:

1. General Liability Insurance: minimum \$1,000,000 per occurrence and \$2,000,000 aggregate.
2. Professional Liability: minimum \$1,000,000 per occurrence and \$3,000,000 aggregate.
3. Abuse and Molestation: minimum \$1,000,000 per occurrence and \$3,000,000 aggregate.
4. San Andreas Regional Center named as "Additional Insured and Certificate Holder" (CG 2026). Additional insured will apply to General Liability, Professional Liability and Abuse Liability. The requirement includes professionally licensed, certified or registered vendors such as Physicians, Psychologists, Social Workers, Therapists, Nutritionists and other types of consultants.
5. Worker's Compensation Insurance with \$1,000,000 coverage minimum if Contractor has employees.
6. Automobile Liability: Commercial Automobile Liability minimum \$1,000,000 for Contractors providing transportation; Non-Owned & Hired Auto Liability minimum \$1,000,000 for Contractor and Contractor's staff using personal vehicles; Contractors using a vehicle for 15 passengers or more, minimum of \$3,000,000 in combined single limits.

Certificate of Insurance will reflect the following information:

1. Policy number
2. Effective date
3. Expiration date.
4. All insured facilities, programs and/or service addresses.

Other coverage shall be reasonably requested from time to time by SARC. All insurance policies shall be issued by insurers which are admitted to do business in the State of California and must have an "A" rating as defined by A.M. Best Rating Services. Each policy of insurance providing coverage required hereunder shall provide that it may not be cancelled or materially modified unless SARC is provided at least 30 days' prior written notice thereof.

Provider shall provide to SARC a Certificate of Insurance annually which certifies the existence of the insurance required under this policy.

SARC's obligation to pay any compensation to the provider shall be conditioned upon SARC's receipt of such insurance endorsements and certificates.

I acknowledge I have reviewed SARC's Insurance Policy and understand that proof of insurance is a requirement of vendorization and purchase of service (POS) utilization. I understand I must maintain current coverage consistent with SARC's Insurance Policy to remain vendored with SARC.

Vendor Name: _____

Signer's Name : _____

Signer's Title: _____

Signature: _____

Date: _____

Vendor Questionnaire Conflict of Interest/Vendor Duplication

Vendor Name: _____

Also Known As: _____

Address: _____

Other Location: _____

Phone Number: _____ Hours: _____

Contact Person: _____

Name of Parent Auxiliary Group: _____

1. Have you ever been vendorized by the Department of Developmental Services through this or any other Regional Center?

☐ Yes, under the name: _____

Date: _____ Regional Center: _____

☐ Yes, under the classification: _____

Date: _____ Regional Center: _____

☐ No

2. Are any members of your immediate family employed by:

Department of Developmental Services ☐ Yes ☐ No

City of employment: _____ Relationship: _____

Regional Center or CCSS ☐ Yes ☐ No

City of employment: _____ Relationship: _____

State Hospital ☐ Yes ☐ No

City of employment: _____ Relationship: _____

Board of Directors of a Regional Center ☐ Yes ☐ No

City of employment: _____ Relationship: _____

3. Do you feel there would be a conflict of interest in your provision of service to Individuals Served of the Regional Center?

☐ Yes

☐ No

Signature of Applicant: _____ Date: _____

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

BUSINESS ASSOCIATE AGREEMENT – CONTRACTOR

This Business Associate Agreement - Contractor (“**Agreement**”) is entered into by and between San Andreas Regional Center, a California nonprofit public benefit corporation (“**SARC**”) and the Service Provider whose name and signature appears on the last page of this Agreement (“**Contractor**”). Contractor and SARC 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. SARC arranges for the provision of services to individuals with developmental disabilities (“**Consumers**”). In providing its services, SARC 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, SARC 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 SARC to provide services to or for the benefit of SARC’s Consumers. Once Contractor is vendorized, SARC may elect to enter into one or more agreements with Contractor (each, a “**Service Provider Agreement**”) to provide specific services to or for the benefit of specific Consumers.

C. Under each Service Provider Agreement, it is anticipated that Contractor may receive and use PHI from and related to SARC’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 SARC, 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 SARC, agrees to the same restrictions and conditions applicable to Contractor with respect to such information.

2.6 Access to PHI by Covered Entity, SARC 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 SARC, Contractor agrees to provide access to Covered Entity, SARC or to a Consumer as directed by Covered Entity or SARC, 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 SARC pursuant to 45 C.F.R. section 164.526, and as requested by the Covered Entity, SARC 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 SARC, 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 SARC 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 SARC of any such requests. Contractor shall promptly notify SARC of the existence of any Disclosed Information.

2.10 Disclosure Accounting; Retention. Contractor agrees to provide Disclosed Information to Covered Entity, SARC or to Consumer at Covered Entity’s or SARC’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 SARC 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 SARC 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 SARC 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 SARC.

2.11.3 To the extent that any Incident involves a Breach of Unsecured PHI, and upon the request of SARC 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 SARC 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 SARC and Covered Entity. Contractor shall also provide to Consumers affected by the Incident, upon the request of the Covered Entity or SARC, 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 SARC or Covered Entity elects to provide the notice referenced in Section 2.11.3, Contractor shall promptly provide to SARC 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 SARC, unless Covered Entity or SARC directs Contractor to provide such notice within fifteen (15) days after the close of the calendar year. Contractor shall provide SARC 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 SARC 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, SARC 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 SARC 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 SARC 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 SARC 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 SARC 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 SARC.**

4.1 **Notice of Privacy Practices.** SARC shall inform Contractor of any limitation(s) in Covered Entity’s or SARC’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. SARC may satisfy this requirement by providing Contractor with the notices of privacy practices that Covered Entity and SARC 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. SARC shall notify Contractor of any changes in, or revocation of, permission by a Consumer to use or disclose PHI which SARC 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. SARC shall notify Contractor of any restriction to the use or disclosure of PHI which SARC 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. SARC 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 SARC or Covered Entity.

5. TERM AND TERMINATION.

5.1 General. This Agreement shall remain in effect for so long as SARC 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 SARC 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. SARC may terminate this Agreement for cause upon discovery of a material breach by Contractor as follows:

5.2.1 SARC shall provide an opportunity for Contractor to cure the breach within ten (10) days from the date SARC 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 SARC may immediately terminate this Agreement and any related Service Provider Agreement(s) in place between the Parties; or

5.2.2 SARC 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, SARC 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 SARC, or created or received by Contractor on behalf of Covered Entity or SARC. 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 SARC 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).

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 SARC 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 SARC.

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 SARC. The only relationship between Contractor and SARC 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 SARC 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 SARC. 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 Santa Clara.

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 PDF email, and copies of this Agreement delivered via SeamlessDocs, shall be deemed the same as originals.

Executed at San Jose, California, as of the date set forth below.

☐ To confirm that you have read, understand, accept, and agree to perform the obligations under this Agreement, click the box to indicate that you Agree and complete the information below.

Agency Name: _____

Vendor Number(s): _____

Signature: _____ Date: _____

Name and Title: _____

Print name and title of person signing this Agreement

Address: _____

Email Address: _____

San Andreas Regional Center,
a California nonprofit corporation

By: *[Signature on File]*

Name: Javier Zaldivar

Title: Executive Director



ATTACHMENT E

Service Provider – Acord Certificate of Liability Insurance



ATTACHMENT F
SARC Transportation Service Provider Contract

INDEPENDENT CONTRACTOR
AGREEMENT FOR
TRANSPORTATION SERVICES
BETWEEN
SAN ANDREAS REGIONAL CENTER
AND
SERVICE PROVIDER NAME

VENDOR NUMBER: XXXXXX

SERVICE CODE: 875

TERM: Month, Day, Year through June 30, 20XX

Contact Person: Signatory Full Name

Billing Address: Address
City, State Zip

Email Address: XXXXXX



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**SAN ANDREAS REGIONAL CENTER
INDEPENDENT CONTRACTOR
AGREEMENT FOR TRANSPORTATION SERVICES
(Service Code 875)**

THIS AGREEMENT FOR TRANSPORTATION SERVICES (this “Agreement”), dated for reference purposes only as of **Month, Day, Year**, is entered into by and between SAN ANDREAS REGIONAL CENTER, INC., a California nonprofit public benefit Corporation (“SAN ANDREAS”) and **SERVICE PROVIDER NAME**, a California <corporation type> Corporation (“the CONTRACTOR”), in accordance with the following facts:

RECITALS

SAN ANDREAS requires specialized transportation services for individuals with developmental disabilities within the SAN ANDREAS service area.

The CONTRACTOR represents that it has experience and expertise in the business of providing specialized transportation and wishes to provide such services to SAN ANDREAS.

The CONTRACTOR represents that it has been vendored to provide transportation services in accordance with the requirements of California Code of Regulations, Title 17, Division 2, and the California Department of Developmental Services (“DDS”).

The CONTRACTOR agrees to provide efficient, safe, and cost-effective transportation to individuals served by SAN ANDREAS, and SAN ANDREAS agrees to compensate the CONTRACTOR for such services, pursuant to the terms and conditions of this Agreement.

THEREFORE, based on the above Recitals, SAN ANDREAS and the CONTRACTOR agree as follows:

1 PARTIES TO THE AGREEMENT

The parties to this Agreement are:

1.1 SAN ANDREAS REGIONAL CENTER, INC., having its principal office at 6203 San Ignacio Avenue, Suite 200, San Jose, CA 95119; and

1.2 Service Provider Name, having its office at Service Provider Mailing Address.

2 AUTHORIZED REPRESENTATIVES; SEPARATION OF OWNERSHIP

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

2.1 The Representative of SAN ANDREAS shall be the Associate Director of Community Services and the Chief Financial Officer, and in their absence, designated staff persons of SAN ANDREAS.



2.2 The Representative of the CONTRACTOR shall be Service Provider contract signature name and last name and in their absence, designated staff persons of the CONTRACTOR.

3 DEFINITIONS

3.1 “Attendant” or “Aide” is a person assigned by SAN ANDREAS to a route or a site for the purpose of assisting and monitoring individuals receiving the CONTRACTOR’S Transportation Services. The addition of Attendant services is at the sole discretion of SAN ANDREAS and authorization must be provided prior to implementation via the BROKER.

3.2 “Attendant Required” (or “individual requiring an Attendant” or “site requiring an Attendant”) means an individual or site, as specified in writing by SAN ANDREAS, which must have an Attendant present at all times for the service specified.

3.3 “Transportation Broker” (or “Broker/Designee”) refers to a separate vendored service provider with which SAN ANDREAS contracts for specified transportation functions that also relate to this Agreement. The BROKER’s services commonly include the establishment and maintenance of a transportation database, planning, and scheduling of trips for individuals served, route design and maintenance, direct contacts with individuals served and families, and resolution of complaints or operational problems which may impact safety, quality and/or cost effectiveness. For purposes of this Agreement, SAN ANDREAS may additionally delegate to the BROKER any function otherwise reserved to SAN ANDREAS if not specifically listed herein.

3.4 “SAN ANDREAS” includes all officers and employees of SAN ANDREAS plus any Designee, including the BROKER as Designee. SAN ANDREAS shall identify in writing all Designees to the CONTRACTOR.

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

3.6 “Deadhead Times” means the amount of time (1) between the point where a vehicle leaves the parking yard (or other starting location for that day) on a route for the purpose of Transportation Services, and the point where the vehicle picks up the first individual served and (2) between the point where the vehicle drops off the last individual served, and the point where the vehicle returns to the parking yard or other ending location for that day (including travel to and from refueling stations if a part of the route).

3.7 “Rate of Payment” means the price(s) charged to SAN ANDREAS by CONTRACTOR, and paid to the CONTRACTOR by SAN ANDREAS, for each unit of service as identified in Attachment 1, entitled “Payment Agreement”.

3.8 “Special Incidents” are defined by Title 17, Division 2, Chapter 3, Sections 54327(b), and include but not limited to the following examples of events in which individuals served are involved:



3.8.1 Any occurrences which are or may be detrimental to health and safety, or which involve individuals served by SAN ANDREAS and/or CONTRACTOR'S equipment or personnel;

3.8.2 Any incident in which an individual served is missing when the individual is under the care and supervision of the CONTRACTOR, and sufficient time has passed (but in any event not to exceed 24 hours) so that a missing person's report is required by law to be filed concerning the individual.

3.8.3 Any incident involving reasonably suspected abuse/exploitation when the individual served is under the care and supervision of the CONTRACTOR.

3.8.4 Any incident involving reasonably suspected neglect when the individual served is under the care and supervision of the CONTRACTOR.

3.8.5 Any incident involving a serious bodily injury when the individual served is under the care and supervision of the CONTRACTOR.

3.8.6 Any accident involving a vehicle of the CONTRACTOR which occurs when any individual served by SAN ANDREAS is on board, whether or not involving an injury;

3.8.7 \The death of any individual served, regardless of cause or living arrangement.

3.9 "Title 17" refers generally (or specifically as cited) to the California Code of Regulations, Title 17, Division 2 - Health and Welfare Agency (Department of Developmental Services).

3.10 "Transportation Services" means the CONTRACTOR'S conveyance of individuals served, including boarding, and exiting the vehicle.

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4 TERM OF THE AGREEMENT

The term of this Agreement is for a period starting Month, Day, Year and ending June 30, Year. This Agreement shall be terminable by either party (i) without cause on 90 days' written notice or (ii) in accordance with Sections 13 or 14 below.

NOTWITHSTANDING THE FOREGOING, SAN ANDREAS MUST EXERCISE ITS RENEWAL RIGHTS AS LONG AS THE SAN ANDREAS IS SATISFIED WITH THE QUALITY OF CONTRACTOR'S PERFORMANCE DURING THE PREVIOUS YEAR, AS MEASURED BY THE SAN ANDREAS' ISSUANCE OF SATISFACTORY PERFORMANCE REVIEW RATINGS OF THE CONTRACTOR'S SERVICES HEREUNDER.

4.1 SAN ANDREAS shall conduct performance reviews during each year of this Agreement, as described in greater detail in Paragraph 12.10 below. To obtain a satisfactory performance review rating, CONTRACTOR must meet or exceed all minimum performance criteria, which shall include, but not be limited to, the following:

4.1.1 Maintenance of 95 percent or greater on-time performance in the pickup and drop off of individuals served.

4.1.2 Satisfactory ratings satisfaction surveys for individuals served and/or site visits conducted by SAN ANDREAS or its BROKER.

4.1.3 Satisfactory ratings on SAN ANDREAS performance standards.

4.1.4 Satisfactory safety records and safety program; and

4.1.5 Satisfactory ratings on audit and/or inspection(s) of the CONTRACTOR'S vehicles, maintenance records, facilities, incident reporting and driver performance reviews.

4.1.6 Satisfactory ratings in the additional areas identified in Paragraphs 12.10, 12.10.1 and 12.10.2.

4.2 The representations, indemnities and other promises of the parties as set forth herein shall survive the termination of this Agreement.

5 SCOPE OF WORK

5.1 The CONTRACTOR shall, at the times and locations specified by SAN ANDREAS, furnish vehicles, drivers and Attendants, administrative and support staff, special equipment as specified herein, facilities and other equipment and supplies as required, to provide safe, reliable and efficient Transportation Services to program sites designated by SAN ANDREAS for authorized individuals who reside in the SAN ANDREAS service area.

5.2 In accordance with Title 17, Section 50608 (Contract Duties and Responsibilities), CONTRACTOR agrees that the level of services provided pursuant to this Agreement shall, at a



minimum, be consistent with the provisions of this Agreement and with any other program design required by SAN ANDREAS, as well as with any other program-related documentation relied upon by SAN ANDREAS or the DDS (Department of Developmental Services) in establishing the rates of payment which are attached hereto and incorporated by reference into this Agreement. Any such program design shall be a part of this Agreement and shall comply with the provisions of Title 17, Section 50608(a)(2).

6 ADMINISTRATION AND REPORTING

The CONTRACTOR shall administer services in accordance with the provisions of this Agreement, maintain records consistent with the requirements specified in Section 12, and provide SAN ANDREAS and/or its BROKER with reports of individual ridership, service and performance as indicated in this Agreement, in order to fulfill the SAN ANDREAS reporting requirements to sponsoring agencies, and to enable SAN ANDREAS to monitor and evaluate the performance of the CONTRACTOR'S services pursuant to this Agreement. Upon request by SAN ANDREAS, the CONTRACTOR shall provide additional information necessary for SAN ANDREAS to fulfill the SAN ANDREAS reporting requirements. The CONTRACTOR'S records and reports shall include the following:

6.1 ACCOUNTING AND SERVICE REPORTING

6.1.1 CONTRACTOR shall establish and maintain a clear system of internal control, established in accordance with generally accepted accounting practices and in compliance with all relevant Federal, State, and local statutes and guidelines.

6.1.2 CONTRACTOR shall submit monthly billing to the BROKER by the 5th working day of each month. Upon completion of the billing review and authorization process BROKER will forward the billings to SAN ANDREAS thus allowing SAN ANDREAS to remit payment to the CONTRACTOR within twenty (20) working days of receipt of a complete invoice with all its applicable supporting documents. CONTRACTOR agrees to submit billings to SAN ANDREAS for ongoing services by utilizing the SAN ANDREAS electronic billing system. CONTRACTOR shall prepare and submit a monthly invoice and supporting documentation as required by this Agreement, in a format approved by SAN ANDREAS, which shall include:

a. A Summary of Performance Information, including information in accordance with Title 17, section 50604:

1. Attendance data information identifying each individual served by the regional center including the Unique Consumer Identifier (UCI) and individual's name;
2. Documentation for each individual served reflecting the dates of service, location and number of miles driven or trips provided;
3. Total passengers served, identified by sponsoring regional center or funding source as identified to the CONTRACTOR by the BROKER;
4. Total actual units completed during the month;



5. Corresponding route data to support the total number of units of service invoiced for the month;
6. If applicable to contract rate, total number of actual Vehicle Service Hours for the month;
7. Total service days for the month;
8. Actual number of vehicles used per day to transport individuals served;
9. Actual number of spare vehicles available per day for use during the month;
10. Total authorized Attendant Service Hours for the month;
11. Total actual Attendant Service Hours for the month;
12. Total dollars billable for the month;
13. Prorating of total amount billable to include separate billings to other regional centers and/or private individuals served.

b. A Summary of General Information, which shall include, for each day of service, Attendant identification, route, or site assignment worked, and number of authorized hours billed.

6.1.3 Upon the request of SAN ANDREAS or BROKER, the CONTRACTOR shall provide completed route logs for specific days or routes, when such requests are related to a reported incident or to other individuals served or performance monitoring issues which affect or may affect the cost or quality of service, or the safety and welfare of the individuals being transported. The CONTRACTOR will retain on site all completed route logs for a minimum period of five (5) years, for review by SAN ANDREAS or BROKER, in accordance with Title 17, Section 50603(a) (Regional Center Auditing Requirements).

6.2 NOTICE OF SPECIAL INCIDENTS

6.2.1 The CONTRACTOR shall timely report all Special Incidents (as defined in Paragraph 3.9 of this Agreement), to SAN ANDREAS in accordance with Title 17, Section 54327.1 (Requirements for Special Incident Reporting by Vendors) and as follows:

a. CONTRACTOR shall submit a verbal report by telephone to the SAN ANDREAS, directly and via the BROKER, the same day and as soon as possible, and in no case later than the end of the same business day that the accident/incident occurs. CONTRACTOR may submit a verbal report directly to SAN ANDREAS and BROKER via their voice mail or 24-hour answering service procedure, if the report is being made after business hours. If CONTRACTOR cannot reach an appropriate SAN ANDREAS or BROKER staff by telephone, CONTRACTOR shall send a message via email to Service Coordinator during working hours or by the after-hours answering service of SAN ANDREAS and BROKER, and CONTRACTOR shall document its attempt to contact SAN ANDREAS and BROKER.



b. CONTRACTOR shall submit a written report by e-mail on all Special Incidents to SAN ANDREAS and the BROKER as soon as possible and no later than within 48 hours of the incident.

c. The CONTRACTOR'S written incident reports for Special Incidents shall contain at least the following basic information:

- i. Identification of individual(s) served and/or other parties involved (including names of any alleged perpetrators and/or witnesses as applicable);
- ii. Description of occurrence and any effect on individual(s) served and others;
- iii. Any treatment or medical intervention provided to individual(s) served;
- iv. Any initial action taken by CONTRACTOR'S personnel, the individual served or other individuals during and/or in response to the incident;
- v. Any additional follow-up action planned by the CONTRACTOR;
- vi. Any law enforcement, licensing, protective services and/or other agency involved in the Special Incident; and
- vii. Identification of family members and/or the individual(s) served's authorized representative, if applicable, who have been contacted or informed of the incident.

6.2.2 FOLLOW-UP REPORTING FOR ALL EVENTS AND INCIDENTS. The CONTRACTOR shall provide any additional follow-up information concerning an accident/incident as may be requested by SAN ANDREAS and BROKER.

6.2.3 Further, the CONTRACTOR shall require all of its personnel to report any concerns, problems or incidents relating to individuals served, their wellbeing or behavior during the provision of services, and the CONTRACTOR shall communicate such reports in writing to SAN ANDREAS and the BROKER within one (1) working day of the occurrence of the problem or incident.

6.3 OTHER RECORD-KEEPING AND MONITORING OF INDIVIDUALS SERVED. In accordance with Title 17, Section 58521 (Consumer Information), CONTRACTOR shall assure that all of its personnel maintain, and keep confidential, all information received from SAN ANDREAS pertaining to individuals served and utilize such information only as necessary to provide safe and effective transportation services. 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 150 and Part 164, Subparts A & E). CONTRACTOR acknowledges that information provided to it in furtherance of its obligations under this Agreement are confidential and proprietary in nature and shall not be disclosed to third parties without the prior written consent of SAN ANDREAS. Disclosure without consent shall be considered a material breach of the Agreement's terms.



7 PLANNING, ROUTING AND SCHEDULING

The CONTRACTOR shall provide the following services to SAN ANDREAS, at all times during the term of this Agreement:

7.1 ROUTE IMPLEMENTATION

7.1.1 CONTRACTOR shall receive from SAN ANDREAS, via its BROKER, all route sheets, and schedules for the provision of authorized services described herein. All routes and schedules are subject to continuous approval and revision by SAN ANDREAS.

7.1.2 Route sheets shall identify all individuals to be transported. Route sheets shall include the name of each individual served, the order of pickup or delivery, pickup and delivery address, the program/site to which each individual is assigned, the scheduled arrival and departure times of vehicles assigned, vehicle requirements, and an indication of whether or not any individual requires an Attendant or other special service or equipment.

7.1.3 The CONTRACTOR shall implement each route exactly as established by the BROKER.

7.1.4 The BROKER shall also supply additional route documentation as mutually agreed upon to support the CONTRACTOR in the implementation of the routes.

7.1.5 In the implementation of the authorized routes and schedules, the CONTRACTOR shall take into consideration and be responsive to the special needs of individuals served by SAN ANDREAS, including health and safety needs, as observed by the CONTRACTOR, and as conveyed by designated representatives of individual served by SAN ANDREAS and by the individual themselves and/or care providers respectively.

7.1.6 The CONTRACTOR shall advise or communicate any of its concerns about the safety, efficiency, or effectiveness of any route to SAN ANDREAS via its BROKER in a timely manner.

7.1.7 Routing and scheduling shall be aimed at providing the optimum mix of efficient, effective, and high-quality services, as determined by SAN ANDREAS in its sole and absolute discretion. In the absence of other objectives articulated by SAN ANDREAS, the CONTRACTOR shall strive in cooperation with SAN ANDREAS to reduce units of service and average ride times for individuals served to the minimum necessary for safe transportation.

7.2 CONTACTS WITH INDIVIDUALS, FAMILIES, CARE PROVIDERS, PROGRAMS, THE BROKER AND SAN ANDREAS STAFF. While SAN ANDREAS and the BROKER are the primary contacts for individuals served and the community concerning the scope and quality of the CONTRACTOR'S services, the CONTRACTOR'S personnel shall also



be available to communicate regularly with SAN ANDREAS or BROKER staff, program personnel, counselors, individuals served and families or guardians as necessary for the safe and efficient provision of services and the resolution of problems.

7.3 GENERAL TRANSPORTATION PLANNING ASSISTANCE. The CONTRACTOR shall cooperate with and assist SAN ANDREAS and BROKER in planning for the transportation needs of individuals served by SAN ANDREAS under this Agreement, and in accommodating changes in eligibility, program hours, location of trip origin/destination for individuals served, or other variables affecting the provision of services as described herein.

7.4 GRIEVANCE PROCEDURE. At the beginning of the term, the CONTRACTOR shall provide to SAN ANDREAS as part of the CONTRACTOR'S program design, a copy of the CONTRACTOR'S written internal procedure to resolve grievances initiated by individuals served, in accordance with the provisions of Title 17, Section 50608(e) (Contract Duties and Responsibilities). The CONTRACTOR shall also provide to SAN ANDREAS all revisions to such grievance procedure as they are implemented.

8 OPERATIONS

8.1 TYPE AND CONDITION OF VEHICLE FLEET

8.1.1 Individuals served by SAN ANDREAS may be transported in a combination of lift-equipped and non-lift-equipped vehicles as long as CONTRACTOR provides lift-equipped vehicles for all routes requiring lift access. CONTRACTOR shall insure that all vehicles shall be in excellent mechanical and safe operating condition during the entire term of this Agreement.

8.1.2 The CONTRACTOR shall submit to SAN ANDREAS, for advance approval and acceptance, the design, year, and mileage of any vehicle CONTRACTOR proposes to furnish, including replacement or substitute vehicles. A vehicle offered which, in the opinion of SAN ANDREAS, is not suitable for its intended use, shall be removed from service and immediately replaced by CONTRACTOR with a vehicle of a design acceptable to SAN ANDREAS at no additional cost to SAN ANDREAS

8.1.3 The CONTRACTOR shall ensure spare vehicles equal to at least 10 percent of the CONTRACTOR'S total fleet are always available to substitute for regularly deployed vehicles so that no interruption in services pursuant to this Agreement shall be experienced as a result of insufficient vehicles.

8.1.4 Before any services are rendered by the CONTRACTOR under this Agreement, and at all times during the term of this Agreement: (1) the CONTRACTOR shall provide and maintain vehicles, including spares, which meet all legal requirements, including the California Highway Patrol annual terminal inspection pursuant to California Vehicle Code Sections 34501(c) and (e), as such statute may be amended; and (2) CONTRACTOR shall submit all vehicles to an annual inspection as required by the California Highway Patrol, Motor Carrier Division. The CONTRACTOR shall provide copies of such inspection reports, and documentation that any items cited for repair or



completion have been satisfactorily addressed, to be immediately forwarded to SAN ANDREAS and the BROKER.

8.2 EQUIPMENT. All vehicles deployed by CONTRACTOR in Transportation Services shall be equipped as follows:

8.2.1 The CONTRACTOR shall ensure that lifts and appropriate tie-downs are available on all vehicles needed to transport individuals served by SAN ANDREAS dependent upon wheelchairs for their general mobility. All lift-equipped vehicles used under this Agreement shall be equipped with dual batteries in which the lift battery shall be isolated from the vehicle ignition system.

8.2.2 All vehicles, including spare vehicles, and the CONTRACTOR'S dispatch office shall be equipped with functioning two-way communications equipment, (e.g., cell phone) which is fully capable of both sending and receiving messages to and from the CONTRACTOR'S dispatch personnel. No vehicle with communications equipment which has not been fully functional for an aggregate of 48 workday hours or more shall be placed in service under this Agreement until such equipment is, in the opinion of SAN ANDREAS or BROKER, again fully operational. The CONTRACTOR shall maintain, repair, and replace such equipment at the CONTRACTOR'S expense.

8.2.3 All vehicles, including spare vehicles, shall be equipped with heat and air-conditioning in good working order.

8.2.4 All vehicles, including spare vehicles, shall be clearly marked, and labeled with the CONTRCATOR's name, contract number and route number.

8.2.5 All vehicle equipment shall at all times comply with all applicable State, Federal and local vehicle codes and specifications.

8.2.6 If, during the term of this Agreement, any modification or installation of equipment is required due to a change in the Federal, State, or local law or applicable rules and regulations promulgated pursuant thereof, the CONTRACTOR shall promptly make such modification or installation as required. The CONTRACTOR shall bear all costs of such modification or installation. The CONTRACTOR may at its option present its proposed costs to SAN ANDREAS prior to expenditure. SAN ANDREAS, in its sole discretion, may elect to share in such costs.

8.2.7 The CONTRACTOR shall provide seat belts for all passengers, and on all vehicles. Drivers shall require individuals served to use seat belts on vehicles.

8.2.8 Shoulder harnesses or other special devices that may be required due to the unique needs of an individual served being transported shall be provided by the CONTRACTOR upon prior written authorization by SAN ANDREAS. SAN ANDREAS may support the coordination process with generic resources or natural supports that may provide this type of special device as necessary.



8.2.9 Infant and child safety seats for any individual served by SAN ANDREAS who is under the age of eight (8) and/or under the height of 4'9" shall be provided by the CONTRACTOR, in clean condition and good working order. All infant and child safety seats must conform to federal standards for use in motor vehicles, must have been manufactured after January 1, 2011, and are subject to approval of SAN ANDREAS.

8.3 MAINTENANCE AND CLEANING. All vehicles and equipment must be clean and in good functional, safe working order, and the CONTRACTOR must maintain such vehicles as such on a regular basis.

8.3.1 Prior to beginning their daily routes, each driver shall conduct and record a daily-standardized safety inspection of their vehicles and related equipment used in the provision of services under this Agreement. At the completion of the route each driver shall conduct and record a post trip inspection that verifies all passengers have been cleared from the vehicle. The CONTRACTOR shall also perform periodic inspections and shall record such inspections and their results.

8.3.2 The CONTRACTOR shall perform regular preventive maintenance on all vehicles deployed under this Agreement.

8.3.3 Vehicles shall be clean and sanitary and shall have a good exterior and interior appearance during the term of this Agreement.

8.4 FACILITIES AND OTHER EQUIPMENT

8.4.1 CONTRACTOR shall maintain in reasonable proximity to SAN ANDREAS service area adequate parking, maintenance, planning, operational, and administrative facilities, and the equipment required to provide efficient and safe Transportation Services, to fulfill all reporting and other requirements pursuant to this Agreement.

8.4.2 CONTRACTOR shall have appropriate equipment, as identified by the BROKER, to electronically receive timely route information from the BROKER.

8.4.3 If the CONTRACTOR needs to relocate its operations and/or vehicle storage facilities during the term of this Agreement, any relocation shall be planned with at least 30 days advance notice to SAN ANDREAS and BROKER and shall be mutually agreed upon, with consideration given to any impact of the relocation upon the cost and quality of services hereunder.

8.4.4 ON-BOARD VIDEO/AUDIO SYSTEM. At the request of SAN ANDREAS, all vehicles must be equipped with on-board digital cameras with video and audio system capacity. The CONTRACTOR shall be responsible for the procurement of the system (hardware and software) installation cost and ongoing maintenance. The on-board video and audio system must be reliable and secure to support the following capabilities: a) capture and record on-board activity for incident investigation, and b) feature to automatically download on-board recorded footage or stream live footage from



any installed vehicle camera, and c) provide access of the digital video-audio recordings to SAN ANDREAS and/or its BROKER.

8.4.5 RADIO, DISPATCH, OR TWO-WAY COMMUNICATION SYSTEM. If the CONTRACTOR'S main radio dispatch system or two-way communication platform fails to operate at any time, the CONTRACTOR shall immediately notify BROKER and SAN ANDREAS of such event, as well as when the system is again properly functioning. The system must facilitate two-way communication between driver and dispatch personnel for guidance and emergency purposes. CONTRACTOR notification must include a description of the alternate mode of communication that will be implemented by the CONTRACTOR during hours of operation and the expected timeline to restore the primary radio dispatch system or communication platform.

8.5 PERSONNEL: DRIVERS/ATTENDANTS. All drivers and Attendants assigned to service responsibilities pursuant to this Agreement shall be subject to the continuous approval of SAN ANDREAS as to conformance with the requirements of this Agreement. SAN ANDREAS reserves the right to require that CONTRACTOR'S personnel be re-assigned or not assigned to services under this Agreement if SAN ANDREAS has any legal or service-related concerns. CONTRACTOR shall require that all drivers and Attendants shall meet the following qualifications, requirements, and conditions:

8.5.1 All drivers shall have and maintain a valid California license with a Passenger Vehicle endorsement pursuant to the California Vehicle Code Section 12500 and the applicable valid California driver's license for the vehicle(s) used. As well as a Current VDDP (Vehicle for Developmentally Disabled Persons) Certificate. All Attendants are required to have a valid California license or California ID. Vehicle Code Section 12523.6 (d), (g), (f).

8.5.2 All personnel shall have any other valid clearance, approval or permit as required prior to assignment to any route including, if applicable, a medical certificate pursuant to Vehicle Code Section 12804.

8.5.3 CONTRACTOR shall adhere to the Federal drug and alcohol testing requirements for all drivers and Attendants.

8.5.4 All personnel shall be at least twenty-one (21) years of age and, to the best of the CONTRACTOR'S knowledge, be in good physical and mental health at all times when driving or riding in vehicles.

8.5.5 All personnel shall be well groomed and shall wear CONTRACTOR provided identification at all times when driving or riding in vehicles.

8.5.6 All personnel shall have adequate command of the English language for communicating with individuals served, families, program staff and/or emergency personnel. When bilingual personnel are available, it is desirable that they be assigned on



routes serving individuals or families who primarily speak the other languages in which the driver/Attendant may be fluent.

8.5.7 All drivers shall be in possession of GPS technology or map of the service area, appropriate route lists and have a working timepiece or vehicle clock when driving on a route. CONTRACTOR shall assure that each driver can read and comprehend the maps and routes provided.

8.5.8 All personnel shall be courteous and interact with individuals served, families, and program destination staff in a positive and professional manner. CONTRACTOR recognizes that personnel who have contact with individuals served and families must be of a stable personality and high moral character for the protection of individuals served. CONTRACTOR shall not allow any person to drive a vehicle or be an Attendant who is not, at the time, in a condition of mental and emotional stability.

8.5.9 The CONTRACTOR shall implement during the term a pre-employment screening program satisfactory to SAN ANDREAS, which shall include appropriate reference checks, a California Department of Motor Vehicles (DMV) check and pre-employment drug screening. Such screening information shall be placed in the employee's permanent record, which shall be maintained by the CONTRACTOR.

8.5.10 The CONTRACTOR shall review personnel performance at least once each year for the purpose of observing their actual performance with respect to:

- a. safety and mechanical operation; and
- b. conformance with laws; and
- c. policies and regulations; and
- d. adherence to established routes and schedules; and
- e. quality of service to individuals served; and
- f. other factors inherent in determining compliance with required operating practices.

8.5.11 Copies of the personnel reviews shall be maintained by the CONTRACTOR in its permanent employee record during the term of each person's employment by the CONTRACTOR and one (1) year thereafter and shall be available for review by SAN ANDREAS upon request. All personnel assigned to perform services under this Agreement shall maintain a minimum evaluation rating of satisfactory in all of the CONTRACTOR'S evaluation categories, which shall be a part of the CONTRACTOR'S program design.

8.5.12 The CONTRACTOR shall participate in the DMV 'pull notice' program for all drivers and Attendants. Such reports shall be reviewed and prepared by the CONTRACTOR, reviewed by the BROKER, and filed by the CONTRACTOR. In accordance with Title 17, Section 58520.(d) (Standards for Drivers and Transportation Aides), the CONTRACTOR shall, at a minimum, require that each driver it hires has not been convicted of (1) driving under the influence of alcoholic beverage or any drug or a combination of the two pursuant to Vehicle Code Sections 23152 and 23153 within five



years immediately preceding employment, or at any time during employment, or (2) reckless driving, or speed contest pursuant to Vehicle Code Sections 23103, 23104 and 23109 within three years immediately preceding employment, or at any time during employment.

8.5.13 Use of tobacco, alcohol, or illegal drugs is prohibited by personnel on a vehicle, or while operating service for SAN ANDREAS. Firearms, knives, and other weapons are also prohibited on said vehicles, and when detected, the CONTRACTOR shall take immediate action in accordance with applicable laws.

8.5.14 The CONTRACTOR shall establish and maintain a legally compliant drug-testing program for all personnel providing services hereunder, which shall include pre-employment and random testing. No personnel who test positive for illegal drug use shall be assigned to provide services under this Agreement.

8.5.15 Any personnel reported as having committed any verbal or physical abuse toward an individual served, or any potential felony while on duty, shall be subject to suspension by the CONTRACTOR pending investigation. The CONTRACTOR shall immediately terminate any driver or Attendant who has actually committed abuse toward an individual served or felony while on duty.

8.5.16 SAN ANDREAS shall identify specific individuals or sites that need or require an Attendant and shall authorize the number of hours per day for the utilization of Attendants for such individuals and sites. This number shall be designated in writing to the CONTRACTOR and reviewed periodically by SAN ANDREAS. Individuals or sites which require an Attendant at all specified times will be identified in writing as a part of the total Attendant Service Hours authorized by SAN ANDREAS.

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8.5.17 The CONTRACTOR shall assure an Attendant is provided for each site or route on which an individual served is identified by SAN ANDREAS as requiring such an Attendant is riding. The CONTRACTOR shall also comply with the daily assignment of needed Attendants to other routes.

8.5.18 The CONTRACTOR shall designate and monitor appropriate seating for Attendants on vehicles, in order to give optimum attention and supervision to individuals designated by SAN ANDREAS as requiring Attendants.

8.5.19 All Attendants are required to keep daily logs tracking behaviors and incidents as they occur on transportation. All logs/reports are subject to review by SAN ANDREAS and its BROKER for use in evaluating the needs of the individuals served.

8.6 PERSONNEL: ADMINISTRATION, SUPERVISION & OPERATIONS

8.6.1 The CONTRACTOR shall maintain personnel as required for effective management, supervision and operation of the Transportation Services provided to SAN ANDREAS under this Agreement. This shall include the availability of personnel to receive and place telephone calls, to monitor/dispatch the service during the hours individuals served are being transported, and to respond to daily service inquiries and emergencies within a reasonable period of time.

8.6.2 In addition to such other management and supervisory personnel as may be required to perform services hereunder, the CONTRACTOR shall assure that one (1) person shall be available during all operating hours for the purpose of monitoring service delivery and with the authority to act on behalf of the CONTRACTOR.

8.6.3 The management of the day-to-day operations of services performed by the CONTRACTOR under this Agreement shall be vested in a Project Manager, who shall be an experienced transportation professional. The Project Manager shall function as the primary contact person for the service and shall be knowledgeable in all areas of the project. The Project Manager shall be subject to approval by SAN ANDREAS.

8.6.4 The CONTRACTOR shall maintain a standby work force, including back-up drivers and spare vehicles equal to at least 10 percent of the CONTRACTOR'S total driver work force and total fleet, as well as back-up Attendants as may be required, to assure that individuals served by SAN ANDREAS are transported as scheduled during the entire term of this Agreement. The cost of maintaining a standby work force and spare vehicles shall be borne by the CONTRACTOR and is included in the calculation for the rate of reimbursement as presented in Attachment 1, entitled "Payment Agreement."

8.6.5 CONTRACTOR shall insure its personnel are knowledgeable about all service expectations under this Agreement.

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8.7 TRAINING. The CONTRACTOR shall be responsible for all driver and Attendant training necessary for the safe and efficient provision of services under this Agreement. The scope of training includes, but is not limited to, new staff orientation and training, review/renewal training, in-service training, and remedial training. At the request of SAN ANDREAS, CONTRACTOR will make all personnel available to participate in supplementary Workshops provided by the BROKER for the purpose of understanding the service requirements of this Agreement.

8.7.1 Initial orientation shall consist of at least forty (40) hours of CONTRACTOR instruction (for new drivers) and at least twenty (20) hours of CONTRACTOR instruction (for new Attendants) prior to assignment to a route. The initial orientation and on-going in-service training for drivers and Attendants shall include the following as applicable:

- a. defensive driving; and
- b. vehicle handling and care; and
- c. cardio-pulmonary resuscitation; and
- d. emergency first aid; and
- e. service orientation and use of GPS technology; and
- f. individual and cultural sensitivity; and
- g. overview of developmental disabilities and the regional center service system; and
- h. epilepsy and seizure procedures; and
- i. responding to behavior incidents; and
- j. passenger assistance and supervision; and
- k. safety program,
- l. reporting and documentation; and
- m. confidentiality requirement of individuals served.

8.7.2 Pre-qualified (that is, licensed and experienced) drivers and Attendants hired by the CONTRACTOR shall be fully evaluated and have, at minimum, ten (10) hours of refresher training and orientation before the CONTRACTOR assigns such person to a route.

8.7.3 In accordance with Title 17, Section 58520(b)(2) (Standards for Drivers and Transportation Aides), all personnel shall demonstrate competence in the use of wheelchairs, lifts, ramps, tie-downs, and other equipment used for transporting, boarding, and debarking individuals who use wheelchairs or other assistive devices.

8.7.4 Drivers or Attendants who are required to physically assist individuals served in and out of vehicles shall have one-to-one training in assisting and positioning techniques and treatment of individuals who require support. Such personnel shall be physically capable of performing any required physical assistance.

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8.7.5 Whenever possible, new drivers may first serve as Attendants on routes consistent with the authorized use of Attendants as specified in this Agreement.

8.7.6 Whenever possible, drivers and Attendants shall be assigned regularly to the same route.

8.7.7 Drivers shall review, and practice as dry runs, changed or unfamiliar routes (or sections of routes) prior to providing actual passenger service along such routes. All costs for dry runs shall be borne by the CONTRACTOR.

8.7.8 CONTRACTOR shall maintain a safety program for personnel, which shall be made available for review by SAN ANDREAS and its Broker. Service Provider must prepare a transportation safety policy containing procedures for personnel to follow to ensure the safe transport of passengers as prescribed. Policy must include: (a) Procedures to ensure that an individual served is not left unattended onboard the vehicle; (b) Classroom instruction to cover post-trip inspection procedures that ensure that individuals served are not left unattended onboard the vehicle. Record of such training must be signed-off and verified by Safety and Training Manager; and (c) Notification to be provided to SAN ANDREAS (through BROKER) when a driver has left an individual unattended onboard after the driver's employer has ordered and upheld disciplinary action against the driver for the driver's actions and has made a finding that the driver's actions constituted negligence. Such safety program shall be published yearly and approved by SAN ANDREAS through its BROKER.

8.8 USAGE AND AGE OF VEHICLES

8.8.1 CONTRACTOR represents that at all times during the term of this Agreement, each vehicle it uses to transport SAN ANDREAS riders shall be a "Qualified Vehicle." To qualify as a "**Qualified Vehicle**," the vehicles must comply with the following conditions:

- (a) Type I Commercial Vehicles: (1) no individual vehicle assigned to a route shall exceed 300,000 miles of usage; and (2) no individual vehicle assigned to a route shall be more than 10 years of age.
- (b) Type II Non-Commercial Vehicles: (1) no individual vehicle assigned to a route shall exceed 200,000 miles of usage; and (2) no individual vehicle assigned to a route shall be more than 7 years of age.

8.8.2 SAN ANDREAS, at its sole discretion, may accept vehicles not fitting these restrictions on a vehicle-by-vehicle basis. The exception may be granted upon inspection of the vehicle's mechanical condition, structural and cosmetic appearance, and maintenance records. CONTRACTOR shall develop a vehicle replacement plan acceptable to SAN ANDREAS for vehicles granted such an exception.

8.8.3 Nothing in this Agreement shall impose any responsibility on SAN ANDREAS to inspect vehicles or determine whether any vehicle is suitable for its



intended use, and SAN ANDREAS shall have no liability to CONTRACTOR, any individual served or other third party for any personal injury or damage resulting from the condition or lack of maintenance of any vehicles. Subject to the foregoing, if SAN ANDREAS learns that a vehicle offered for use by the CONTRACTOR is not suitable for its intended use, then at the demand of SAN ANDREAS, the CONTRACTOR shall cause such vehicle to be removed from service and immediately replaced with a vehicle acceptable to SAN ANDREAS at no additional cost to SAN ANDREAS.

8.8.4 Before any services are rendered by the CONTRACTOR under this Agreement, and at all times during the term of this Agreement, to the extent required by law: (1) the CONTRACTOR shall provide and maintain vehicles which meet all legal requirements, including the California Highway Patrol annual terminal inspection pursuant to California Vehicle Code Sections 34501(c) and (e), as such statute may be amended; and (2) CONTRACTOR shall submit all vehicles to an annual inspection as required by the California Highway Patrol, Motor Carrier Division. The CONTRACTOR shall cause copies of such inspection reports, and documentation that any items cited for repairs or completion have been satisfactorily addressed, to be immediately forwarded to the BROKER.

8.8.5 The CONTRACTOR shall maintain a standby work force, including back-up drivers and spare vehicles equal to at least 10 percent of the CONTRACTOR'S total driver work force and total fleet, as well as back-up Attendants as may be required, to assure that individuals served by SAN ANDREAS's are transported as scheduled during the entire term of this Agreement. The cost of maintaining a standby work force and spare vehicles shall be borne by the CONTRACTOR and is included in the calculation for the rate of reimbursement as presented in ATTACHMENT 2, entitled "Payment Agreement."

8.8.6 Within fourteen (14) calendar days after a request by SAN ANDREAS or the BROKER, the CONTRACTOR shall add the number of vehicles which SAN ANDREAS or the BROKER estimates will be required to accommodate (1) increases in the number of individuals using the CONTRACTOR'S services and/or (2) additional vehicle routes which may be added by SAN ANDREAS or BROKER (collectively, the "Additional Vehicles").

8.9 BACKGROUND CHECKS FOR SERVICE PROVIDER'S AFFECTED EMPLOYEES. This section applies to all of CONTRACTOR'S employees (the "Affected Employees") who interact in person with any Individual served by CONTRACTOR under this Agreement. The purpose of this section is to reduce the risk of harm by Disqualified Affected Employees (defined below) to such Individuals.

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8.9.1 All of CONTRACTOR'S Affected Employees shall, as a condition to employment, be fingerprinted and sign a declaration under penalty of perjury regarding any prior criminal convictions. The CONTRACTOR shall also conduct background checks to obtain a full criminal history of each Affected Employee. The CONTRACTOR shall obtain such information (i) for existing Affected Employees not later than seven (7) days after executing this Agreement, and (ii) for future Affected Employees four (4) calendar days following employment.

8.9.2 If CONTRACTOR learns that any Affected Employee (i) has been convicted of or is awaiting trial for a sex offense against a minor, (ii) has been convicted for an offense specified in Penal Code Sections 243.4, 273a, 273d, 368(a) or 368(b), or (iii) has been convicted of a felony, such person shall be considered a "Disqualified Affected Employee", and the CONTRACTOR shall not permit such person to interact in person with any of the Individuals. For purposes of this section, a conviction means a plea or verdict of guilty or a conviction following a plea of nolo contendere. For purposes of this section, the record of a conviction, or a copy thereof certified by the clerk of the court or by a judge of the court in which the conviction occurred, shall be conclusive evidence of the conviction.

8.9.3 Notwithstanding Section 8.9.2, upon the CONTRACTOR'S request, SAN ANDREAS' Executive Director may in his or her sole and absolute discretion grant an exemption for any Disqualified Affected Employee if the Executive Director, after reviewing the record, has substantial and convincing evidence to support a reasonable belief that the Disqualified Affected Employee is of such good character as to justify permitting person to interact with individuals served by SAN ANDREAS. For example, if the Disqualified Affected Employee has received a Certificate of Rehabilitation pursuant to Penal Code Section 4852.01 et seq., the Executive Director has the discretion to grant an exemption to such person.

8.9.4 CONTRACTOR shall (i) perform all background checks of Affected Employees in accordance with the California Fair Chance Act, codified at Government Code Section 12952 (the "Fair Chance Act"), and (ii) indemnify, defend and hold SAN ANDREAS harmless, pursuant to the indemnity provisions in Section 16 of this Agreement, against any claim by an Affected Employee, a Disqualified Affected Employee or any other third party arising out of a background check conducted or used by the Service Provider.

8.9.5 Nothing herein shall be construed to prohibit the CONTRACTOR from employing Disqualified Affected Employees, provided they do not interact in person with the Individuals served under this Agreement.

9 SERVICE DESCRIPTION AND QUALITY REQUIREMENTS

In the performance of service under this Agreement, the CONTRACTOR shall conform to the following parameters of service design and quality:

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9.1 DAYS AND HOURS OF OPERATION. During the term of this Agreement, service shall generally be provided five days per week, Monday through Friday, except for those days designated by SAN ANDREAS as non-service days. At the discretion of SAN ANDREAS, transportation may be requested during weekends for medical appointments or for trips for individuals to pursue vocational opportunities. Therefore, CONTRACTOR may be expected to transport on weekends or days designated by SAN ANDREAS as holidays.

9.2 The specific authorized operating hours of each vehicle on each operating day shall be determined by SAN ANDREAS via its BROKER in accordance with the needs of SAN ANDREAS, such that route efficiency is maximized and overall Vehicle Service Hours minimized.

9.2.1 CONTRACTOR shall be responsible for delivery of all daily route assignments scheduled. CONTRACTOR may not refuse to perform any route assignments designed to be delivered through this contract or refuse to provide the service (or any portion thereof) without authorization by the Broker. In the event of vehicle breakdowns, equipment failure, insufficient drivers, or other service interruption, it shall be the responsibility of CONTRACTOR to arrange for the deployment of spare vehicles and/or alternative transportation at the CONTRACTOR'S sole expense. Failure to deliver scheduled route assignments for which alternate transportation is not provided will be subject to liquidated damages.

9.2.2 If CONTRACTOR operates any other transportation service other than for people served by SAN ANDREAS, CONTRACTOR is required to give priority to people served by SAN ANDREAS over any other services which CONTRACTOR operates.

9.3 CONTRACTOR shall maintain 95 percent or greater on-time performance on a daily basis as defined in this Section 9. CONTRACTOR shall maintain such level of performance during all days of routine traffic, all types of weather and individual/program delays, but this performance level shall not apply when lateness is caused by events beyond the control of the CONTRACTOR which affect the entire service system, as determined by SAN ANDREAS in its sole and absolute discretion.

9.4 Actual drop off an individual served to a program for purposes of on-time performance shall not be earlier than fifteen (15) minutes before nor later than 15 minutes after the scheduled program start time, and the actual program pick-up shall not be more than 15 minutes after the scheduled program end time, unless specific approval is given by SAN ANDREAS.

9.5 CONTRACTOR'S dispatch personnel shall notify the BROKER when it appears any vehicle will be arriving more than fifteen (15) minutes behind schedule, so that BROKER may notify individuals and sites as appropriate. CONTRACTOR shall provide such notification to the BROKER prior to or by the scheduled route time. CONTRACTOR will continually maintain contact with the BROKER during operating hours to advise of delays in arrival projections and to enable the BROKER to keep families and sites advised as appropriate to each applicable situation.

9.6 Passengers shall not be picked up for a program more than ten (10) minutes ahead of the scheduled pick-up time unless the passenger is ready to be picked up. Passengers shall not be



dropped off from a program more than 10 minutes ahead of the scheduled drop off time, unless the passenger may be delivered safely at the drop off in accordance with their needs and will be met by a responsible adult as referenced in this Agreement. Drivers arriving prior to the scheduled times will be instructed to wait until the scheduled time unless passengers are ready and available for early pick-up, or can be dropped off safely, as applicable.

9.7 All vehicles shall have sufficient fuel to complete one full route. CONTRACTOR shall not refuel any vehicle while individuals served are onboard. However, if an instance ever occurs where a vehicle is refueled with passengers onboard, the CONTRACTOR shall report such fact to SAN ANDREAS and the BROKER on the same day that the incident occurs. CONTRACTOR must notify SAN ANDREAS when consideration is required for special trips whereby an individual served is expected to travel out of the region and trip duration will be a factor to refuel the vehicle.

9.8 CONTRACTOR shall promptly investigate and, if warranted, take action to resolve any allegations or complaints regarding the behavior and conduct of any driver or other personnel that does not conform to the provisions of this Agreement.

9.9 All infants under the age of three (3) years shall be transported if requested by SAN ANDREAS, but only if accompanied by an adult family member or another individual specifically designated by SAN ANDREAS, unless otherwise authorized in writing by SAN ANDREAS. Siblings of infants shall be transported with the adult and infant upon request, but only with advance request and authorization from SAN ANDREAS to the CONTRACTOR, and only if seats are available in the vehicle. If the sibling is younger than eight (8) years of age and/or shorter than 4'9", the sibling may be transported only if a legally approved infant or child safety seat is provided for the sibling by the family. Unless the driver has clear authorization on the route log or from dispatch, siblings are not to be boarded or transported.

9.10 Individuals who may be required to be released into the custody of a responsible adult in accordance with the provisions of this Agreement shall not be released if CONTRACTOR cannot determine that a responsible adult is present.

9.11 If an appropriate adult is not available after the completion of the entire route on which the individual served is riding, SAN ANDREAS or BROKER shall be contacted to assess the individual's situation and to identify appropriate action concerning the drop-off of the individual, including the identification of an alternate location to potentially receive the individual. The BROKER shall be available on call during regular hours of CONTRACTOR'S service operation. If SAN ANDREAS or BROKER cannot be contacted, on call personnel shall be contacted utilizing SAN ANDREAS' and BROKER's 24-hour emergency answering service procedure.

9.12 No vehicle shall depart from a stop until the driver has determined that all individual's seat belts, and wheelchair tie-downs have been appropriately secured.

9.13 SAN ANDREAS may at any time authorize an adult to ride on a vehicle as an authorized passenger for the purposes of observing services or accompanying an individual served as part of the normal course of service, as long as a seat is available on the vehicle.



10 IMPLEMENTATION OF ROUTES

10.1 The CONTRACTOR shall implement changes to routes, as requested by and supplied by SAN ANDREAS via its BROKER, within the following parameters:

10.1.1 The CONTRACTOR shall suspend or delete service for an individual served the next working day following notification from SAN ANDREAS or BROKER.

10.1.2 The CONTRACTOR shall implement routine changes or additions to routes (such as new individual(s) served added to a route, changes of address, changes of program or changes of schedule) on the date identified for change, as long as CONTRACTOR receives such change at least one (1) full working day in advance of requested service (unless otherwise agreed upon with SAN ANDREAS or BROKER).

10.1.3 The CONTRACTOR shall implement major changes (such as additional routes, totally or substantially redesigned routes) on the date identified for change, as long as CONTRACTOR receives such change at least five (5) full working days in advance of requested service (unless otherwise agreed upon with SAN ANDREAS or BROKER).

10.1.4 CONTRACTOR may take daily individual trip cancellations for the same day directly from the family or residential provider or program of the individual(s) served, and CONTRACTOR shall advise the BROKER daily of such requests. Requests made to the CONTRACTOR for a 'hold' of more than one (1) day, or for service termination, must be referred by the CONTRACTOR to the BROKER and authorized by SAN ANDREAS before the request may be implemented by the CONTRACTOR.

10.1.5 CONTRACTOR will report any unexplained "no shows" to the BROKER on a daily basis.

10.1.6 Decreased service hours or increased service of any amount resulting from program, service and/or individuals served population changes shall be deemed an ordinary part of this Agreement, and CONTRACTOR shall adjust and implement schedules and vehicle deployment levels and plans accordingly.

10.2 The CONTRACTOR shall not provide any service for individuals unless authorized by SAN ANDREAS via the BROKER as described within the terms and conditions of this Agreement.

10.3 Payment to the CONTRACTOR for services shall be made only for services authorized by SAN ANDREAS as scheduled through the BROKER and as described within the terms and conditions of this Agreement.

10.4 It is the responsibility of the CONTRACTOR to lawfully maintain orderly conduct on all vehicles transporting individuals served by SAN ANDREAS, consistent with legally allowable actions and reasonable SAN ANDREAS directives, without the threat or use of physical force and with due regard for the rights and dignity of the individual served.



10.5 CONTRACTOR shall report any unresolved incidents of conduct, or issues of health and safety that can reasonably be expected to recur, to SAN ANDREAS and BROKER in accordance with the reporting provisions of this Agreement.

10.6 CONTRACTOR shall not refuse service, or terminate, or otherwise suspend, Transportation Services for any individual served without prior approval of SAN ANDREAS or BROKER, except to the extent allowed under Title 17, Section 58522.

10.7 The CONTRACTOR shall release all individuals served only to the custody of a responsible adult, unless otherwise specified in writing by SAN ANDREAS or the individual's family via the BROKER.

11 COMPENSATION AND FISCAL PROVISIONS

11.1 COMPENSATION

11.1.1 In consideration for the CONTRACTOR'S provision of services described in this Agreement, SAN ANDREAS agrees to pay the CONTRACTOR in accordance with the units of service and rates identified on attached ATTACHMENT 1, entitled "Payment Agreement," which is incorporated herein by this reference (the "Payment Agreement"). Notwithstanding the foregoing, the CONTRACTOR'S right to payment is subject to any required review and approval of this Agreement by the DDS in accordance with Title 17.

11.1.2 The maximum total amount payable by SAN ANDREAS to the CONTRACTOR under the full term of this Agreement shall not exceed the unit rate multiplied by the number of authorized units as identified in the Payment Agreement.

11.1.3 SAN ANDREAS' payment to the CONTRACTOR shall be only for authorized services rendered pursuant to this Agreement. See section 11.3.

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

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

11.1.6 CONTRACTOR shall submit monthly billing to the BROKER by the 5th working day of each month. Upon completion of the billing review and authorization process BROKER will forward the billings to SAN ANDREAS thus allowing SAN ANDREAS to remit payment to the CONTRACTOR within twenty (20) working days of receipt of a complete invoice with all its applicable supporting documents.



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

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

11.1.9 Notwithstanding any provision in this Agreement to the contrary, in accordance with Title 17, Section 50609(c) (Contract Fiscal Provisions), the obligation of SAN ANDREAS to make payments under this Agreement is contingent upon SAN ANDREAS receiving and continuing to receive funds from the DDS for the purpose of making such payments. Thus, for example, if insufficient funds for any fiscal year's payments are appropriated through DDS, or the SAN ANDREAS contract with the State is not renewed, or if insufficient funds are allocated to SAN ANDREAS such that SAN ANDREAS determines that it is in its best interest to discontinue or reduce Transportation Services, then the affected service under this Agreement shall be terminated or modified proportionately by SAN ANDREAS, upon thirty (30) days' notice to the CONTRACTOR.

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

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11.2 METHOD OF DETERMINATION OF UNITS OF SERVICES AND RATES

11.2.1 The basis for the establishment of the Rate of Payment is identified and described in the Payment Agreement. In accordance with Title 17, Sections 50609(a)(3)(A) and (b)(1) (Contract Fiscal Provisions), the Payment Agreement reflects the necessary fiscal and program related data and mathematical computations used to establish the rates of payment per unit of service.

11.2.2 In accordance with Title 17, Section 50609(b)(1)(A) (Contract Fiscal Provisions), the CONTRACTOR and SAN ANDREAS attest that they have come to a full understanding and agreement as to the methods to be used in accumulating the data to be contained in the CONTRACTOR'S documentation concerning costs, units of service and billing. CONTRACTOR further attests that these methods are and/or will be used to accumulate any and all data contained in the CONTRACTOR'S documentation.

11.2.3 In accordance with Title 17, Section 50609(b)(1)(B) (Contract Fiscal Provisions), the CONTRACTOR attests that its program and fiscal documentation utilized in its rates calculations is complete and accurate to the best of the CONTRACTOR'S knowledge, supported by records and source documentation, prepared with the instructions provided by SAN ANDREAS and the DDS and subject to audit. While the CONTRACTOR'S expenditure of resources under this Agreement may not follow exactly the pattern and breakdown proposed, the CONTRACTOR assures SAN ANDREAS that the total resources expended by CONTRACTOR shall be at least equal to those for which the CONTRACTOR is reimbursed.

11.3 CALCULATION OF BILLABLE UNITS OF SERVICE

11.3.1 AUTHORIZED VEHICLE SERVICE HOURS OR UNITS OF SERVICE

11.3.1.1 SAN ANDREAS via its BROKER shall assign an authorized number of Vehicle Service Hours or Units of Service per day based on each authorized route. The routes are developed by the BROKER that maintains the GIS system on behalf of SAN ANDREAS and routes are thereby provided by the BROKER to the CONTRACTOR. Additionally, on a daily basis, BROKER may authorize additional Vehicle Service Hours to cover specific situations for individuals served not encompassed by the authorized services and routes.

11.3.1.2 SAN ANDREAS shall compensate the CONTRACTOR for authorized Vehicle Service Hours or Units, as provided herein. The CONTRACTOR shall bear the costs for other additional vehicle or staff time, such as time for vehicle safety checks, Deadhead Times, refueling, staff training, dry runs, backup, and vehicle out-of-service time. Such costs have already been built into the calculated Vehicle Service Hour or Unit rate.

11.3.1.3 The total authorized Vehicle Service Hours or Units encompass all normal transportation operations. Therefore, the CONTRACTOR is not



entitled to any additional compensation for normal traffic delays and other delays in the course of its service.

11.3.1.4 The Vehicle Service Hours or Units authorized by SAN ANDREAS are the maximum number of Vehicle Service Hours or Units to be billed monthly by the CONTRACTOR to SAN ANDREAS, except as approved by SAN ANDREAS pursuant to Paragraph 11.3.1.3 above.

11.3.2 AUTHORIZED ATTENDANT SERVICE HOURS

11.3.2.1 Attendant Service Hours are measured by the authorized Vehicle Service Hours for the route on which the Attendant is assigned and present.

11.3.2.2 The CONTRACTOR'S total billing for Attendant Service Hours or Units shall not exceed the maximum number of hours or units which SAN ANDREAS authorizes monthly for Attendant services, in accordance with the provisions of this Agreement.

11.3.3 FRACTIONAL HOURS. Fractional hours are to be billed and paid in hundredths of an hour.

11.3.4 NO DOWNWARD ADJUSTMENTS FOR COMPLETED ROUTES. SAN ANDREAS shall not make any downward adjustment in Vehicle Service Hours for routes completed by CONTRACTOR in less than the authorized number of service hours, as long as the CONTRACTOR fully executes the route.

11.3.5 PROCEDURES FOR ADJUSTMENT OF AUTHORIZED SERVICE HOURS OR UNITS OF SERVICE:

- a. The BROKER shall generate and furnish SAN ANDREAS with a Summary of Authorized Number of Vehicle Service Hours or Units and Attendant Service Hours as a final monthly summary that shall include any scheduled service hours or units of service authorized by the BROKER during the month.
- b. The CONTRACTOR shall submit a monthly route detail that includes actual vehicle service hours and attendant service hours by the 5th working day of each month in accordance with Section 6.1 Accounting and Service Reporting. BROKER will reconcile the route detail with the Summary of Authorized Number of Vehicle Service Hours or Units and Attendant Service Hours or Units. If the CONTRACTOR'S monthly route detail exceeds the Summary of Authorized Number of Vehicle Service Hours or Units and/or Attendant Service Hours/Units, the BROKER may approve up to the Authorized Number of Vehicle Service Hours/Units and Attendant Service Hours/Units. The BROKER will then notify the CONTRACTOR of the reconciliation determination and provide the CONTRACTOR with a revised route detail that identifies the final approved Vehicle Service Hours



or Units and/or Attendant Service Hours or Units. The revised route detail serves as the BROKER's final approval notification to the CONTRACTOR.

c. If the CONTRACTOR believes the BROKER's calculation of Authorized Vehicle Service Hours or Units and/or Attendant Service Hours or Units is incorrect, the CONTRACTOR shall present a written request to the BROKER with supporting documentation within five (5) working days of the CONTRACTOR'S receipt of the BROKER's final approval notification. If the CONTRACTOR fails to present a written request to the BROKER within such time, it shall be conclusively presumed that the CONTRACTOR accepts and does not dispute the BROKER's service hour/unit authorization. If the CONTRACTOR submits a written request with supporting documentation, the BROKER will then examine and determine if the submitted documentation validates an adjustment to the Authorized Number of Service Hours or Units. If an adjustment is determined by the BROKER, then any billing adjustments will be identified in the subsequent billing month.

d. Any billing adjustments not reconciled between the CONTRACTOR and the BROKER will be determined by SAN ANDREAS' Chief Financial Officer or designee, whose decision will be final and binding on the CONTRACTOR.

11.4 LIQUIDATED DAMAGES FOR FAILURE OF CONTRACTOR TO MEET MINIMUM PERFORMANCE CRITERIA. Because of the nature of the services to be provided by the CONTRACTOR pursuant to the terms of this Agreement, the parties agree that it would be impractical or extremely difficult to accurately quantify the actual damages incurred by SAN ANDREAS resulting from the failure of the CONTRACTOR to adequately provide certain services required under this Agreement. Therefore, to compensate SAN ANDREAS for its damages resulting from the CONTRACTOR'S inadequate performance of certain services under this Agreement, the CONTRACTOR agrees to pay, and SAN ANDREAS agrees to accept, liquidated damages in lieu of actual damages. The parties agree that the sum of liquidated damages as described below is a fair and reasonable estimate of SAN ANDREAS' actual damages under such circumstances.

11.4.1 Notwithstanding anything to the contrary in this Section 11.4, SAN ANDREAS' right to liquidated damages as provided herein shall be in addition to and not in lieu of SAN ANDREAS' other rights resulting from the CONTRACTOR'S breach of its obligations hereunder. SAN ANDREAS retains the right to pursue its other remedies, including termination of this Agreement, as a result of the CONTRACTOR'S breach of this Agreement.

11.4.2 For any of the following violations, SAN ANDREAS may assess \$50.00 per day per incident as liquidated damages:

a. CONTRACTOR fails to transport an approved individual due to error of CONTRACTOR, including but not limited to instances of: (i)



CONTRACTOR'S failure to process a trip hold or cancellation correctly, resulting in the wrong date or the wrong individual being canceled; or (ii) CONTRACTOR'S failure to process and clearly document a bona fide individual's 'no show,' including driver radioing dispatch office for confirmation and instructions in a questionable situation, which results in any individual being left behind; or (iii) CONTRACTOR'S failure to properly reinstate an individual formerly placed on hold (however, this shall not apply to a new trip request when information provided by SAN ANDREAS to the CONTRACTOR is incorrect).

b. CONTRACTOR fails to cover a route or transport an approved individual due to the CONTRACTOR'S insufficient resources, including but not limited to instances of (i) CONTRACTOR'S failure to arrange the deployment of spare vehicles in the event of breakdowns and/or equipment failure; or (ii) CONTRACTOR'S failure to maintain standby workforce including back up drivers; or (iii) CONTRACTOR'S failure to arrange alternative transportation which results in a missed program day for an individual served. Each individual assigned to the route that the CONTRACTOR fails to transport will be assessed as one incident.

c. CONTRACTOR fails to provide an Attendant on a vehicle, or at a site, where any individual identified in accordance with the provisions of this Agreement as requiring an Attendant are scheduled to ride, and as a result such individuals ride without an Attendant or fail to ride in the vehicle.

d. A vehicle on a route is more than forty-five (45) minutes but less than sixty-one (61) minutes late to a stop, or late by such time period in the aggregate to a series of stops.

11.4.3 For any of the following violations, SAN ANDREAS may assess \$100.00 per day per incident as liquidated damages:

a. A vehicle arrives at a destination and discharges individuals more than 15 minutes early or fifteen (15) minutes after the scheduled program start time, and the actual program pick-up shall not be more than 15 minutes after the scheduled program end time, unless specific approval is given by SAN ANDREAS.

b. CONTRACTOR fails to provide legally required number of wheelchair tie-down securement devices on a vehicle, or otherwise fails to properly secure a wheelchair.

c. A vehicle on a route is more than sixty (60) minutes and less than ninety-one (91) minutes late to a stop, or late by such time period in the aggregate to a series of stops.



d. CONTRACTOR fails to drop off individual served to the care or supervision of a responsible adult, or the driver/attendant fails to ensure that a responsible adult is present to receive the individual served. All individuals assigned to transportation must be met by an adult unless CONTRACTOR receives written authorization from SAN ANDREAS that indicates that an unattended drop-off is appropriate. SAN ANDREAS will assess if the individual does not require supervision at the drop off location during the interdisciplinary team (IDT) process and will identify if the individual is authorized to be dropped off unattended via the *Transportation Service Request* form.

11.4.4 SAN ANDREAS will not assess liquidated damages for lateness under Paragraphs 11.4.2(c) or 11.4.3(c) during a calendar month in which 95 percent of all routes operated by the CONTRACTOR are on time (although SAN ANDREAS may still assess liquidated damages under the remaining paragraphs of Sections 11.4.2 and 11.4.3, and under Paragraphs 11.4.5 and 11.4.6, during such month).

11.4.5 SAN ANDREAS may assess as liquidated damages: (1) \$150.00 per day per incident if a vehicle on a route is more than ninety (90) minutes and less than 121 minutes late to a stop, or late by such time period in the aggregate to a series of stops; and (2) \$200.00 per day per incident if a vehicle on a route is more than 120 minutes late to a stop, or late by such time period in the aggregate to a series of stops.

11.4.6 If the CONTRACTOR fails to provide BROKER with prompt notice of vehicles and routes that are operating more than fifteen (15) minutes behind schedule during any day and for any reason, SAN ANDREAS may assess as liquidated damages, for each incident, the Escalating Liquidated Damages Sum. For purposes of this paragraph, the Escalating Liquidated Damages Sum is \$100.00 multiplied by the number of times in which the CONTRACTOR fails to so promptly notify BROKER about vehicles and routes operating behind schedule during a calendar month; provided, however, after the fourth failure to notify in any calendar month, the amount of liquidated damages shall be \$1,000.00 per incident for the balance of such month.

11.4.7 SAN ANDREAS will not assess liquidated damages when CONTRACTOR delays are caused by conditions beyond the reasonable control of the Contractor and which affect the entire service system, as determined by SAN ANDREAS or BROKER in its reasonable discretion.

11.4.8 SAN ANDREAS or its BROKER shall notify the CONTRACTOR in writing of any occurrence described in this Section resulting in an assessment of liquidated damages.

11.4.9 SAN ANDREAS may offset the amount of such liquidated damages from any payment otherwise due or to become due by SAN ANDREAS to CONTRACTOR.

11.4.10 If CONTRACTOR chooses to respond to any of the liquidated damage assessments, it shall do so within five (5) working days of SAN ANDREAS' or its



BROKER's delivery of notice of the assessment to the CONTRACTOR. If the CONTRACTOR fails to respond to SAN ANDREAS in writing within such time period, it shall be conclusively presumed that the CONTRACTOR accepts and does not dispute SAN ANDREAS' assessment of such liquidated damages. SAN ANDREAS will not demand payment of (or offset from payments otherwise due to the CONTRACTOR) such liquidated damages until after the expiration of this five-day period, plus any additional time required for final resolution. However, SAN ANDREAS may hold aside from payments otherwise due to the CONTRACTOR an amount equal to any disputed sum of liquidated damages, pending resolution of such dispute.

11.5 ADMINISTRATIVE COST CAP

11.5.1 CONTRACTOR agrees that it will not spend more than 15% of the funds it receives from SAN ANDREAS 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 §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 individuals served by SAN ANDREAS are considered direct service expenditures and are not administrative costs. To ensure the CONTRACTOR complies with these requirements, the CONTRACTOR shall provide SAN ANDREAS with access to all books, documents, papers, computerized data, source documents, records pertaining to individuals served, and other records pertaining to the CONTRACTOR'S negotiated rates, upon SAN ANDREAS' request. This paragraph shall remain in effect as long as Welfare and Institutions Code §4629.7(a) and any successor statute thereto remains in effect; upon the repeal of such statute, this paragraph shall be deemed deleted from this Agreement.

[NO FURTHER TEXT ON THIS PAGE]



12 MONITORING, INSPECTIONS AND AUDIT PROVISIONS

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

1. 50602. Definitions;
2. 50603. Access to Service Provider Records;
3. 50604. Service Provider Record Maintenance Requirements;
4. 50605. Service Provider Record Retention Requirements; and
5. 50606. Regional Center Auditing Requirements.

12.2 CONTRACTOR shall maintain all records pertaining to the provision of services to individuals served in accordance with this Agreement and with Title 17, Section 50604, for a minimum period of five (5) years after the later of (i) the date of the CONTRACTOR'S receipt of final payment from SAN ANDREAS for the applicable State fiscal year or (ii) the resolution of any audit pertaining to the CONTRACTOR'S services under this Agreement. During the term of this Agreement, such records shall be maintained at the following place of business of the CONTRACTOR: **Service Provider Address**. Such records shall not be removed from such place of business of the CONTRACTOR without the CONTRACTOR'S prior written notification to SAN ANDREAS, and SAN ANDREAS' reasonable approval of the new location.

12.3 As provided by Title 17, Section 58523(b) (Vendor records), the CONTRACTOR shall also retain the following specific records:

- 12.3.1 This Agreement;
- 12.3.2 Special Incident reports;
- 12.3.3 The safety compliance rating issued by the California Highway Patrol pursuant to Title 13, California Code of Regulations, Section 1233;
- 12.3.4 All maintenance records of vehicles used in providing transportation service to individuals served by the SAN ANDREAS;
- 12.3.5 For each driver:
 - a. Documentation of valid California driver's license issued by the Department of Motor Vehicles in accordance with Vehicle Code Section 12500;
 - b. A Traffic Point Count as produced by the Department of Motor Vehicles in accordance with Vehicle Code Section 12810;
 - c. A medical certificate as required by the Department of Motor Vehicles pursuant to Vehicle Code Section 12804, if applicable; and
 - d. Documentation of all driver orientation and training.

[NO FURTHER TEXT ON THIS PAGE]



12.4 SAN ANDREAS, DDS, and any authorized representative of SAN ANDREAS (including its BROKER) shall have the right to audit, monitor and inspect the CONTRACTOR'S records, equipment and facilities used in the provision of services under this Agreement at any reasonable time.

12.4.1 SAN ANDREAS, the DDS and any authorized representatives of SAN ANDREAS shall have the right to audit, monitor, and inspect CONTRACTOR records equipment, vehicles, routes, and facilities used in the provision of services under this Agreement at any reasonable time. The SAN ANDREAS right of access shall not be limited to the required record retention period specified in *Paragraph 12.2*.

12.4.2 As part of its inspection rights, SAN ANDREAS reserves the right to require the CONTRACTOR to remove any vehicle from service if SAN ANDREAS believes the vehicle is not in safe or legal condition, and until satisfactory documentation is provided by the CONTRACTOR to SAN ANDREAS as to the safe and legal condition of the vehicle.

12.5 CONTRACTOR agrees to utilize and be bound by Title 17, Subchapter 7, (Fiscal Audit Appeals), Sections 50700 through 50767, and Welfare and Institutions Code Section 4648.2, should the CONTRACTOR elect to appeal any of SAN ANDREAS' or DDS' audit findings and/or recommendations.

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

12.7 SAN ANDREAS, including its agents and its BROKER, reserves the right to monitor all areas of the CONTRACTOR'S performance of services under this Agreement, including, but not limited to, taking the following actions: boarding vehicles or riding on vehicles during service periods if seats are available, observing at pick-up and drop-off locations, observing dispatch operations, observing driver training, observing vehicle condition, reviewing operations, safety and maintenance records, and using GPS monitoring equipment provided by CONTRACTOR. If the GPS equipment is lost, stolen, destroyed, or otherwise rendered unfit for normal usage, CONTRACTOR shall be fully liable for replacement of said equipment.

12.8 SAN ANDREAS reserves the right to thoroughly investigate all accidents/incidents, including Special Incidents. The scope of SAN ANDREAS' investigation includes requesting additional information and reports concerning any accidents/incidents as described in Sections 6.2 and 6.3 of this Agreement.

[NO FURTHER TEXT ON THIS PAGE]



12.9 If the CONTRACTOR enters into any service agreements with third parties to perform work under this Agreement, the CONTRACTOR shall include all the requirements of this Section 12 in any such service agreements, and SAN ANDREAS shall be a third-party beneficiary to such provisions in such service agreements. Such service agreements are also subject to approval of SAN ANDREAS in accordance with Paragraph 23.1 below.

12.10 PERIODIC PERFORMANCE REVIEWS. Periodic performance reviews are conducted for the purpose of deciding whether SAN ANDREAS will renew this Agreement and shall include a review of the CONTRACTOR'S performance in accordance with all standards and requirements of this Agreement, with emphasis on the CONTRACTOR'S performance under Sections 6 (Administration and Reporting), 7 (Planning, Routing and Scheduling), 8 (Operations), 9 (Service Description and Quality Requirements) and 10 (Implementation of Routes), and attendance reporting and billing accuracy.

12.10.1 In addition, five (5) or more occurrences of any combination of the following during a quarter shall result in the issuance by SAN ANDREAS (through its BROKER) of an unsatisfactory rating:

- a. A vehicle refuels en route with individuals are onboard, or a vehicle runs out of fuel en route.
- b. Operable seat belts, tie-downs, or other required special equipment, such as infant seats, are not available for use on a route for individuals requiring them.
- c. The dispatch office does not have communications equipment in operating condition for more than forty-eight (48) hours, or a vehicle does not contain communications equipment, or a vehicle is in service for more than 48 hours without operable communications equipment.
- d. The CONTRACTOR fails to report a Special Incident as required by law and the provisions of this Agreement.
- e. The CONTRACTOR drops off an individual requiring release only into responsible custody as described in this Agreement, without determining that such responsible custody is available at the point of the drop-off.
- f. The CONTRACTOR fails to review and document the required training or review of personnel performance in accordance with this Agreement.
- g. The driver and/or Attendant fails to safely and legally secure a wheelchair, or to fasten, or assure the proper fastening of, seat belts or other special equipment prior to a vehicle's departure from any individual's pick-up.
- h. The CONTRACTOR fails to maintain a vehicle in a safe, clean, and sanitary condition, as specified by the provisions of this Agreement.



i. The CONTRACTOR fails to provide adequate personnel or vehicles to implement all routes as assigned or refuses to provide authorized transportation as set forth in this Agreement. Notwithstanding the foregoing, the CONTRACTOR shall have the right to temporarily suspend individual served for purposes of health and/or safety of the individual served, driver, or others onboard, pending resolution of such suspension with SAN ANDREAS, as long as the CONTRACTOR provides SAN ANDREAS with proper and timely notification of such action in accordance with Title 17, section 58522 (Refusal to Transport).

j. Failure of the CONTRACTOR to timely provide reports to SAN ANDREAS as required by the provisions of this Agreement.

k. Failure of the CONTRACTOR to transport an approved individual due to error of CONTRACTOR or its agents or employees.

12.10.2 The occurrence of one or more of the following during a quarter shall result in the issuance by SAN ANDREAS (through its BROKER) of an unsatisfactory rating:

a. The CONTRACTOR'S deployment of a vehicle that has failed a CHP inspection, without proper repair.

b. The CONTRACTOR'S assignment of a driver who does not have a valid driver's license.

c. The CONTRACTOR'S assignment of a driver who does not possess the legally required qualifications to operate the assigned vehicle.

d. The CONTRACTOR'S failure to maintain insurance in the amount specified by the provisions of this Agreement.

e. The CONTRACTOR'S failure to take appropriate and timely action to investigate and to safeguard the health and safety of an individual served promptly after the CONTRACTOR learns of (i) an allegation of abuse to or by an individual served or (ii) the commission of a potential felony violation by a driver or Attendant while on duty.

f. Failure of the CONTRACTOR to maintain operable on-board camera system, if required by SAN ANDREAS.

[NO FURTHER TEXT ON THIS PAGE]



12.11 INDEPENDENT AUDIT OR REVIEW. In accordance with California Welfare and Institutions Code §4652.5, 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:

- i. Exceed \$500,000 but is less than \$2,000,000 obtain an annual independent audit or an annual independent review and submit it to SAN ANDREAS; or
- ii. Exceed \$2,000,000 obtain an annual independent audit and submit it to SAN ANDREAS.

12.11 If the CONTRACTOR engages an independent Certified Public Accountant to review (but not audit) CONTRACTOR'S financial statements, (i) the review shall, at minimum, comply with the provisions set forth in Welfare and Institutions Code Section 4652.5(e) and (ii) the Review Report shall, at minimum, comply with the provisions set forth in Welfare and Institutions Code Section 4652.5(f).

12.12 Contractor shall commence the independent audit or review within 120 days after the end of CONTRACTOR'S fiscal year. Contractor shall complete the audit or review within nine months after the end of the CONTRACTOR'S fiscal year.

12.13 In accordance with Welfare and Institutions Code Section 4652.5(b), CONTRACTOR shall provide copies of the independent Audit Report or Review Report to SAN ANDREAS within 30 days after completion of the audit or review.

12.14 If SAN ANDREAS believes that any issues identified in the Audit Report or Review Report have an impact on services the CONTRACTOR provides to individuals served by SAN ANDREAS, SAN ANDREAS will so notify the CONTRACTOR and provide the CONTRACTOR with 30 days to resolve such issues. CONTRACTOR'S failure to resolve such issues to the reasonable satisfaction of SAN ANDREAS within such 30-day period shall constitute a material breach of this Agreement. As a result of such uncured breach, SAN ANDREAS may, among its other remedies, terminate this Agreement.

13 BREACH

13.1 If either party asserts that a violation of the provisions of this Contract has occurred, it shall so inform the other in writing, stating the nature of such violation in detail. Examples of the CONTRACTOR'S noncompliance with this Agreement include, but are not limited to, the CONTRACTOR'S refusal or failure to provide (a) equipment or personnel at the times and in the quantities



required by this Agreement and (b) adequately equipped vehicles and properly trained personnel; or

13.1.1 The CONTRACTOR has not complied with any of the vendorization requirements in Title 17, Section 54370(b) (1) through (7).

13.1.2 For purposes of this Paragraph, the CONTRACTOR'S failure to maintain the insurance required by this Agreement constitutes the CONTRACTOR'S failure to comply with vendorization requirements under Title 17, Section 54370(b)(1) and (b)(4); or

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

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

13.2 Within fifteen (15) days of such written notice, the other party shall respond, in writing, admitting or denying the violation, and, if appropriate, stating what corrective action has or will be taken, and a schedule for any such future corrective action. Failure to submit such written response shall be deemed an admission of the violation alleged.

13.3 If corrective methods satisfactory to the complaining party are not taken within thirty (30) days of notice or complaint and/or written plan of corrective action, then the complaining party may do the following:

13.3.1 If the complaining party is SAN ANDREAS, then SAN ANDREAS may:

(a) withhold all or part of the funds due under this Contract until satisfactory corrective measures are taken; and/or

(b) transfer all or part of the work to be performed under this Contract to another provider, either temporarily or permanently; and/or

(c) terminate this Contract without further notice.



13.3.2 If the complaining party is the CONTRACTOR, terminate this contract as its sole and exclusive remedy.

13.4 If the nature of the Contract violation is as described in the Termination Section below, then SAN ANDREAS shall have the right to terminate this Contract as provided in such sections even if the CONTRACTOR timely corrects the violation.

13.5 Should SAN ANDREAS determine that CONTRACTOR has failed to perform any of CONTRACTOR'S obligations at the time and manner herein provided, in addition to any other remedy available to SAN ANDREAS, this Contract may be terminated by SAN ANDREAS in the manner set forth in this section and the TERMINATION section below, and SAN ANDREAS shall have no further obligations of any nature to CONTRACTOR. Should this Contract be terminated, CONTRACTOR agrees to develop a mutually agreeable contingency plan for audit of funds and repayment of funds, if so requested by SAN ANDREAS, and at no cost to SAN ANDREAS.

13.6 A breach by CONTRACTOR of this Agreement shall be deemed, in the sole option and discretion of SAN ANDREAS, to be a breach of any other Agreement between the parties as well.

14 TERMINATION

14.1 Either party may:

14.1.1 with ninety (90) calendar days written notice, terminate this Contract without cause or

14.1.2 terminate this Contract with cause under Section titled BREACH above if the other party fails to timely correct a Contract violation after due notice.

14.2 In the event that SAN ANDREAS ceases to receive funding through the California Department of Developmental Services to pay for services provided by CONTRACTOR, SAN ANDREAS may, as its option, terminate this Contract by thirty (30) calendar day's written notice.

14.3 In the event that SAN ANDREAS becomes aware of what it considers in its judgement as significant dissatisfaction of the Individual with the service provided, SAN ANDREAS may, with thirty (30) day written notice, terminate this Contract.

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14.4 SAN ANDREAS reserves the right of immediate termination of this contract in the event of CONTRACTOR misconduct resulting in a threat of the health and safety of those Individuals authorized by SAN ANDREAS to receive services. Elements which may constitute imminent danger to the Individual's health and safety consist in part, but are not limited to: physical, emotional, or mental abuse, sexual misconduct, abandonment or neglect of the Individual, theft of the Individual's money or property, violation of the Individual's rights under the law, placing Individuals in physical danger, or any other circumstance that may bring potential physical harm or emotional harm to the Individual.

14.5 If the Contract is terminated by SAN ANDREAS for cause and SAN ANDREAS needs to procure other services similar to those provided by the CONTRACTOR at a greater cost, the CONTRACTOR will be liable for the additional costs incurred by SAN ANDREAS in obtaining other services for a period not to exceed 90 days. The additional cost shall be charged to and collected from CONTRACTOR and/or CONTRACTOR'S sureties, as the case may be. This provision is in addition to and not a limitation of any other rights and remedies available to SAN ANDREAS.

14.6 Pursuant to Title 17, Section 54370(e)(2), the CONTRACTOR'S filing of any request for hearing or appeal shall not preclude SAN ANDREAS from withdrawing from CONTRACTOR the right to perform services under this Agreement if SAN ANDREAS believes such withdrawal is necessary to protect the health, safety, and welfare of individuals served.

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

15 COMPLIANCE WITH APPLICABLE GOVERNING PROVISIONS

The law of the State of California shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties.



15.1 APPLICABLE STATUTES AND REGULATIONS.

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

15.1.2 CONTRACTOR specifically agrees to comply with the following Subchapters of Title 17, Division 2 (Department of Developmental Services):

1. Chapter 3, Subchapter 2 (Vendorization), Section 54326 (General Requirements for Vendors and Regional Centers) and Section 54327 (Requirements for Special Incident Reporting by Vendors); and
2. Chapter 1, Subchapter 6 (Service Provider Accountability), Sections 50601 – 50612; and
3. Chapter 1, Subchapter 7 (Fiscal Audit Appeals), Sections 50700-50767; and
4. Chapter 3, Subchapter 18 (Transportation Service), Sections 58500-58570.

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

15.2 PERMITS AND LICENSES. The CONTRACTOR and any agents or employees engaged in the provision of services under this Agreement shall maintain all current permits and licenses required by law for the operation of its business and shall operate only as permitted under such permits and licenses.

15.3 NONDISCRIMINATION PROVISIONS

15.3.1 During the performance of this Agreement, the CONTRACTOR shall not discriminate unlawfully nor deny services or employment to any person on the basis of religion, race, ethnic group identification, sex, sexual orientation, gender identity, age (over 40), physical or mental disability, nor shall CONTRACTOR discriminate unlawfully against any employee or applicant for employment. CONTRACTOR shall similarly ensure that the evaluation and treatment of employees and applicants for employment are free from such discrimination.

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

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15.3.3 The CONTRACTOR shall include the nondiscrimination and compliance provisions of this Section in any third-party service agreements to perform work under this Agreement (which agreements are subject to SAN ANDREAS' approval as provided herein).

15.4 DISCLOSURE REQUIREMENTS. CONTRACTOR shall submit a signed and dated DS 1891 Form (7/2011) to the CENTER within ninety (30) days of request. CONTRACTOR shall also notify SAN ANDREAS of any additions or changes in the information disclosed on the DS 1891 Form (7/2011) and submit the information pursuant to requirements of California Code of Regulations, Title 17, Section 54311(c). Throughout the term of this Agreement, CONTRACTOR shall notify SAN ANDREAS of:

15.4.1 Any conviction for any felony or misdemeanor involving fraud or abuse in any government program or related to neglect or abuse of an elder or dependent adult or child, or in connection with the interference with, or obstruction of, any investigation into health care related fraud or abuse, or that has been found liable for fraud or abuse in any civil proceeding.

15.4.2 Any settlement in lieu of conviction involving fraud or abuse in any government program; or

15.4.3 Any loss of license, certificate or credential, or failure to maintain any valid licenses, certificates or credentials required for the performance or operation of the vendored service.

15.5 BUSINESS ASSOCIATE AGREEMENT. CONTRACTOR and SAN ANDREAS shall also be bound by the Business Associate Agreement ("BAA") entered into (or to be entered into) between the parties. Within five (5) days after the termination of this Agreement for any reason, Contractor shall (i) return to SAN ANDREAS, or destroy, all protected health information concerning Individuals served by SAN ANDREAS in CONTRACTOR'S possession or control and (ii) deliver to SAN ANDREAS a Certificate of Return or Destruction of PHI (the "Certificate"). SAN ANDREAS shall provide the Certificate to CONTRACTOR on request. BAA can be completed using the following link: <https://sanandreasregional.seamlessdocs.com/f/BusinessAssociate>.

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



15.7 FUNDING CONTINGENCY. Notwithstanding anything in this Agreement to the contrary, the validity of this Agreement (including SAN ANDREAS' obligation to remit payments to CONTRACTOR) is conditioned on CENTER's receipt of adequate funds from the California Department of Developmental Services ("DDS") to pay for the services described in this Agreement (the "Funding Contingency). The Funding Contingency is a part of this Agreement because SAN ANDREAS' annual funding agreements with DDS provide that such funding agreements are subject to the appropriation of funds by the Legislature, and that if such funds are not appropriated for any fiscal year into which such funding agreements extends, the funding agreements are of no force and effect. SAN ANDREAS, shall therefore have the right and option to terminate this Agreement without liability, and such termination shall be deemed a failure of the Funding Contingency, if:

15.7.1 DDS for any reason fails to deliver funds to SAN ANDREAS for any period covered by this Agreement; or

15.7.2 SAN ANDREAS receives funds from DDS for a period covered by this Agreement but determines that such funds are inadequate to pay for all of the vendor services and other expenses which the SAN ANDREAS expects to incur in such fiscal year, and therefore elects to fund other services rather than services identified in this Agreement; or

15.7.3 SAN ANDREAS receives funds from DDS for a period covered by this Agreement and initially allocates a portion of such funds for the services in this Agreement, but thereafter elects to reallocate some or all such DDS funds to fund services other than the services in this Agreement.

15.7.4 When insufficient funds exist for the SAN ANDREAS to pay for all potential services, SAN ANDREAS shall have the right (under clauses (2) and (3) above) in its sole and arbitrary discretion to fund services other than the services identified in this Agreement based on which services SAN ANDREAS believes are in its best interests. If there is a failure of the Funding Contingency:

a. SAN ANDREAS shall have no liability to pay any further funds whatsoever to CONTRACTOR or to furnish any other considerations under this Agreement, and

b. neither party shall be obligated to further perform any provisions of this Agreement.

15.7.5 In addition to the above, if there are insufficient funds available from DDS to pay for all of the vendor services and other expenses which SAN ANDREAS expects to incur in any fiscal year, as determined by SAN ANDREAS in its sole and arbitrary discretion, SAN ANDREAS shall have the option at any time, on thirty (30) days' notice to CONTRACTOR to reduce or change the scope of services being provided under this



Agreement. In such event, SAN ANDREAS and CONTRACTOR will in good faith negotiate to attempt to agree on CONTRACTOR'S new amount of compensation under the modified Agreement. If the parties are unable to agree on CONTRACTOR'S new compensation for its modified services within such 30 days period, SAN ANDREAS shall then either;

- a. terminate this Agreement, because of failure of a Funding Contingency;
or
- b. rescind its modification of CONTRACTOR's services, in which event this Agreement shall continue in full force and effect without such modification in services or compensation.

15.8 NOTIFICATION OF CORRECT & APPLICABLE MEDIAN RATE. CONTRACTOR acknowledges that SAN ANDREAS informed the CONTRACTOR of the applicable and correct median rates, as regulated under California Welfare & Institutions Code §4681.6(b), 4689.8(b) and 4691.9(b) (as applicable), as part of the negotiations in establishing the Payment Rate.

15.9 ZERO TOLERANCE POLICY. The CONTRACTOR shall at all times comply with SAN ANDREAS' Zero Tolerance Policy; such Policy is published on SAN ANDREAS' website and is incorporated herein by this reference. The hyperlink to the Policy is:

<https://www.sanandreasregional.org/app/uploads/2020/01/Zero-Tolerance-Policy.pdf>.

15.10 FAILURE TO COMPLY WITH REPORTING LAWS. CONTRACTOR'S failure to strictly comply with the abuse and neglect reporting laws shall constitute a material breach of this Agreement and shall give SAN ANDREAS the right and option to terminate this Agreement.

15.11 WEBSITE LINK TO DDS CONSUMER COMPLAINT PROCESS. This section is applicable if the CONTRACTOR has a website. In accordance with Welfare and Institution Code §4704.6, the CONTRACTOR shall conspicuously post on its Internet Web site a hyperlink to the DDS Internet Website page at <https://www.dds.ca.gov/general/appeals-complaints-comments/consumer-rights-complaint/>.

[NO FURTHER TEXT ON THIS PAGE]



16 INSURANCE

16.1 WORKERS' COMPENSATION INSURANCE

16.1.1 In accordance with the provision of Section 3700 of the Labor Code of the State of California, the CONTRACTOR shall maintain Workers' Compensation insurance at all times during the term of this Agreement with \$1,000,000 coverage minimum if Contractor has employees.

16.2 GENERAL, PROFESSIONAL LIABILITY AND OTHER INSURANCE

16.2.1 The CONTRACTOR agrees to purchase and maintain liability insurance. Certificate of Insurance must be submitted to SAN ANDREAS annually as it is renewed and must include the following coverage:

- i. General liability insurance: minimum \$1,000,000 per occurrence and \$5,000,000 aggregate.
- ii. Professional Liability: minimum \$1,000,000 per occurrence and \$5,000,000 aggregate.
- iii. Abuse and Molestation: minimum \$1,000,000 per occurrence and \$3,000,000 aggregate.

16.2.2 The CONTRACTOR shall at all times during the term of this Agreement maintain coverage as specified herein unless SAN ANDREAS, in its sole and absolute discretion, agrees in writing to a lesser limit of liability. The insurance shall be primary and exclusive over any and all valid and collectable insurance, which may be available to SAN ANDREAS. The CONTRACTOR shall obtain all necessary endorsements and additional coverage to protect SAN ANDREAS against all loss and liability arising out of the CONTRACTOR'S and its employees', representatives' and agents' use of vehicles, including separate automobile insurance if applicable.

16.2.3 With respect to automobile liability, CONTRACTOR shall obtain "Owned, Non-Owned and Hired Automobile Insurance" for the benefit of SAN ANDREAS, each with the amount of not less than the limits of liability for bodily injury and property damage as set forth:

Five Million Dollars (\$5,000,000.00) combined single limit. A combination of primary and excess policies may be utilized to meet this required limit.

[NO FURTHER TEXT ON THIS PAGE]



16.2.4 The CONTRACTOR shall not perform any services under this Agreement until it has obtained all required insurance, and certificates of insurance have been delivered to and approved by SAN ANDREAS. All of the CONTRACTOR'S insurance carriers shall at all times be licensed to transact the business of insurance in the State of California, shall have a rating of A- and IX or higher in the most current edition of Best's Insurance Guide, and shall be acceptable to SAN ANDREAS. All of the CONTRACTOR'S policies or certificates of insurance shall include substantially the following clause:

16.2.4.1 This policy shall not be reduced in required limits of liability or modified as to coverage until written notice has been given to **SAN ANDREAS REGIONAL CENTER** and approval has been received from **SAN ANDREAS** by way of its BROKER, of such reduction.

16.2.5 All of the CONTRACTOR'S insurance (including but not limited to the Non-Owned Automobile Insurance) shall reflect **SAN ANDREAS REGIONAL CENTER** named as "Additional Insured and Certificate Holder" (CG 2026). In addition, each certificate of insurance shall list **SAN ANDREAS REGIONAL CENTER** as an additional insured, shall state the extent of insurance, policy number, the locations and operations to which insurance applies and the expiration date of the insurance. The CONTRACTOR shall ensure the BROKER is also listed as an additional certificate holder.

16.2.6 The CONTRACTOR shall at all times provide SAN ANDREAS and BROKER with current copies of the CONTRACTOR'S insurance certificates. If the CONTRACTOR fails to provide valid current copies of such certificates, SAN ANDREAS may terminate this Agreement and obtain any services to be provided by the CONTRACTOR hereunder from any other transportation provider.

16.2.7 The CONTRACTOR shall obtain a broad form property (including contractual liability) endorsement on its liability insurance policy for the benefit of SAN ANDREAS.

16.2.8 Waiver of Subrogation. The CONTRACTOR'S insurance policies shall contain a waiver of subrogation clause for the benefit of the SAN ANDREAS.

16.3 NO COMPENSATION WHILE UNINSURED OR UNDERINSURED; REMEDIES AVAILABLE TO SAN ANDREAS. If at any time during the term of this Agreement the insurance required pursuant to this Section 15 is canceled, reduced, or modified, or is otherwise not in force, the CONTRACTOR shall not be entitled to payment for any services rendered during any such time period.

[NO FURTHER TEXT ON THIS PAGE]



17 INDEMNIFICATIONS OF SAN ANDREAS

17.1 CONTRACTOR shall indemnify, defend and hold harmless SAN ANDREAS and its representatives, officers, directors, agents, and employees and their respective heirs, executors, administrators, successors, and assigns, including but not limited to the State of California and its agents and employees and BROKER (collectively referred to as the “Regional Center Indemnified Parties”), from any and all losses, costs, expenses (including but not limited to reasonable attorneys’ fees), liabilities, claims, court costs, demands, debts, causes of action, fines, judgments and penalties which arise from or relate to:

17.1.2 Death or injury to people or damage to property in connection with the negligent or willful acts, errors or omissions of the CONTRACTOR or its employees, agents, consultants, or anyone employed by them to act on their behalf,

17.1.3 Claims under workers’ compensation acts or other employee benefit acts by CONTRACTOR’S agents or employees,

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

17.1.5 Violation of any local, state, or federal law, regulation, or code by CONTRACTOR or by any of CONTRACTOR’S employees, agents, consultants, or subcontractors in connection with the conduct of its activities performed by virtue of this Agreement or,

17.1.6 Allegations that CONTRACTOR, BROKER, SAN ANDREAS or any of their agents, employees, officers or directors have improperly interfered with or tampered with CONTRACTOR’S business or business relationships, or engaged in tortious conduct with any of CONTRACTOR’S employees or agents, in order to obtain or fulfill the services to be provided by the CONTRACTOR under this Agreement; provided, however, such indemnity shall be inapplicable to the extent CONTRACTOR alleges that (1) the CENTER has contractually or tortuously breached an oral or written contract with CONTRACTOR which obligated SAN ANDREAS to renew CONTRACTOR’S existing transportation services contract with the CENTER or (2) SAN ANDREAS has conducted its transportation proposal process improperly or unfairly with CONTRACTOR, or bargained in bad faith with CONTRACTOR, without allegations of complicity by the CONTRACTOR. CONTRACTOR’S liability policy’s broad form contractual indemnity endorsement shall protect SAN ANDREAS against any claim asserted under this indemnity. CONTRACTOR’S indemnity obligations in this paragraph shall apply even in the circumstance where the Regional Center Indemnified Parties or any of them are actively negligent; provided, however, CONTRACTOR shall have no indemnity obligation where the damage or injury is caused by the



sole negligence or intentional misconduct of the Regional Center Indemnified Parties or any of them.

17.2 The indemnity set forth in this section shall apply during the term of this Agreement and shall also survive the expiration or termination of this Agreement, until such time as action against the Regional Center Indemnified Parties on account of any matter covered by such indemnity is barred by the applicable statute of limitations. Moreover, this indemnity provision does not apply to any claim or action between the signatories of this Agreement for any alleged failure to fulfill obligations under this Agreement or for any alleged violation of any law, unless a claim or action for such a failure or violation is brought in the first instance by a person or entity not a signatory to this Agreement.

17.3 The CONTRACTOR will assume the defense, at its sole expense, and with legal counsel acceptable to SAN ANDREAS, of any claims or litigation as to which it has an indemnification obligation hereunder; SAN ANDREAS shall cooperate with the CONTRACTOR and its counsel, in the defense of any such claims, provided, however, that any costs or expenses associated with such cooperation shall be reimbursed by the CONTRACTOR. If the CONTRACTOR fails to assume the defense of any claim or litigation as to which it has or is determined to have had the obligation to indemnify, SAN ANDREAS will have the right to assume its own defense, and the CONTRACTOR will be obligated to reimburse SAN ANDREAS for any and all reasonable expenses (including but not limited to attorneys' fees) incurred in the defense of such claims or litigation, in addition to CONTRACTOR'S other indemnity obligations thereunder. The CONTRACTOR shall control the defense and settlement of any claim, provided, however, that if the CONTRACTOR fails to assume the defense of any claim or litigation as to which it has or is determined to have had the obligation to indemnify, SAN ANDREAS shall have such control.

18 AMENDMENTS AND WAIVERS

18.1 CONTRACT AMENDMENTS AND MODIFICATIONS. The parties to this Agreement may amend, extend, or otherwise modify the scope of services as described herein. However, any such modifications shall not be valid unless they are documented in writing, signed by all parties to this Agreement and remain subject to review and approval of the DDS in accordance with the provisions of Title 17, Section 58525 (Transportation Service Contract Amendments).

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

18.3 WAIVER; CUMULATIVE REMEDIES. The failure of a party to enforce any of its rights by reason of any breach of a covenant by the other party will not constitute a waiver of such breach. No custom or practice which may develop between the parties in the course of administering this Agreement will be construed to waive any party's right to insist upon the performance by the other party of any covenant in this Agreement.



18.3.1 A waiver of a particular breach will not be deemed to be a waiver of the same or any other subsequent breach. SAN ANDREAS' remedies in this Agreement shall be cumulative and in addition to any other remedies in law or equity.

19 INDEPENDENT CONTRACTOR STATUS

In accordance with Title 17, Section 50607 (Regional Center Contracting Requirements), the CONTRACTOR agrees that the CONTRACTOR and any agents and employees retained by the CONTRACTOR in the provision of services pursuant to this Agreement, act in an independent capacity and are not acting as an officer, employee or agent of SAN ANDREAS or the State of California. Contractor acknowledges that it will not accrue any employee benefits from SAN ANDREAS nor will SAN ANDREAS be responsible for withholding or paying any amount of workers' compensation, disability insurance or any tax of any kind for Contractor. Contractor is free to act as an independent contractor for others. Contractor is not an agent for SAN ANDREAS, and Contractor shall have no authority to execute any agreement on behalf of SAN ANDREAS, to incur any liability or indebtedness of any kind or nature in the name of or on behalf of SAN ANDREAS or to otherwise contractually bind SAN ANDREAS in any manner.

20 LIMITATION ON CONTRACTOR'S THIRD-PARTY COMMITMENTS

If during the term of this Agreement the CONTRACTOR is contemplating entering into other transportation service commitments, and such additional services have a reasonable likelihood of impacting the quality and timeliness of services described herein, the CONTRACTOR shall (i) advise SAN ANDREAS in writing and (ii) provide a plan to SAN ANDREAS for preserving the quality of services to SAN ANDREAS. CONTRACTOR shall not undertake any such commitment unless it has submitted such written plan to SAN ANDREAS.

21 ATTORNEYS' FEES AND COSTS

If any legal action or proceeding is commenced by either party to enforce or interpret any provisions or rights under this Agreement, the unsuccessful party to such action or proceeding (as determined by the court in a final judgment or decree) shall pay the prevailing party its attorneys' fees and costs (including, without limitation, such costs, and fees on any appeal). If such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorney's fees shall be included as part of such judgment.

[NO FURTHER TEXT ON THIS PAGE]



22 NOTICES

Except where oral notification is specifically provided for herein, all notices and information of any kind to be given by either party hereto to the other party shall be in writing and shall be deemed delivered (i) upon delivery, if delivered in person, or (ii) as of the next business day after mailing if delivered by a nationally recognized overnight delivery carrier (e.g., Federal Express) or (iii) three days after same is deposited in the United States Mail, first-class postage prepaid, addressed to the parties at the addresses set forth in Paragraph 1 above. Notices to SAN ANDREAS shall be addressed to the attention of the Associate Director of Community Services and the Chief Financial Officer of SAN ANDREAS. Notices to the CONTRACTOR shall be addressed to the attention of < Signatory First Name Last Name>.

23. FORCE MAJEURE, SERVICE REASSIGNMENTS AND RATIONING

23.1 All parties herein shall be excused from performance hereunder during the time and to the extent that each is prevented from performing by acts of God, strikes or commandeering of vehicles, materials, products, plants, or facilities by the government, but only when reasonable evidence thereof is presented to the other party. The following conditions would apply:

(i) the party affected by the Force Majeure Event notifies the other party (“Recipient”) in writing within 10 days after the occurrence of such event, along with evidence reasonably supporting such claim, and requests a delay in the performance of one or more specific deadlines or obligations due to the Force Majeure Event and

(ii) Recipient approves such request, which approval shall not be unreasonably withheld, conditioned or delayed.

23.2 SAN ANDREAS reserves the right to assign any areas covered by this Agreement to another contractor, either in whole or in part, whenever the CONTRACTOR is unable to perform due to strike of CONTRACTOR’S employees or such other conditions as are specified in Paragraph 22.1 above. In such event, the assignment will cover the period in which the CONTRACTOR is unable to perform and will end when the CONTRACTOR has presented satisfactory evidence to SAN ANDREAS that the CONTRACTOR is again able to perform the work hereunder.

23.3 The CENTER shall bear the complete costs for any and all interim service assigned by SAN ANDREAS in accordance with Paragraph 22.2.

23.4 If the CONTRACTOR is unable to restore full services and perform the work hereunder within six (6) months of the condition of force majeure, then even though the CONTRACTOR is not in breach at such time, SAN ANDREAS shall then have the right and option to terminate this Agreement in accordance with the provisions in Section 13.5.

[NO FURTHER TEXT ON THIS PAGE]



23.5 In the event of rationing of any product or commodity due to a local, regional, or national emergency, (1) the CONTRACTOR shall give SAN ANDREAS priority over all of the CONTRACTOR'S other non-Regional Center accounts and (2) the CONTRACTOR shall not allocate any portion of its rationed allotment of gas or any other commodity to any other party without the express written approval of SAN ANDREAS. Since the services provided by the CONTRACTOR hereunder satisfy an important public policy, which is to preserve and protect the rights of individuals with developmental disabilities, SAN ANDREAS may specifically enforce its rights under this paragraph by injunctive relief, including a temporary restraining order, a preliminary injunction, and a permanent injunction, pending either the full restoration of the CONTRACTOR'S services or the termination of this Agreement by SAN ANDREAS.

23.5.1 Should it become necessary by rationing to curtail the CONTRACTOR'S services, either in whole or in part, it shall be the sole and exclusive right of SAN ANDREAS to direct the CONTRACTOR in the priority and methods of reducing services, including the elimination of routes, and rerouting of existing individuals served by SAN ANDREAS.

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

24 SUBCONTRACTING AND ASSIGNMENTS

24.1 In accordance with Title 17, Sections 58524(c)(4) (Transportation Service Contracts), CONTRACTOR shall not subcontract any part of the services to be provided pursuant to this Agreement. In addition, the CONTRACTOR shall not assign its rights in this Agreement. The transfer of 50 percent or more of the equity interest of the ownership of CONTRACTOR, either through one transaction or on a cumulative basis, shall be deemed an assignment.

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

[NO FURTHER TEXT ON THIS PAGE]



25 CONTRACT INTERPRETATION AND ENFORCEABILITY

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

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

25.3 SECTION HEADINGS, ETC. The section headings are not intended to define, limit, extend or interpret the scope of this Agreement or any particular paragraph. The masculine, feminine or neuter gender and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

25.4 EXECUTION BY AUTHORIZED INDIVIDUALS. This Agreement shall not be valid until it is signed by (1) the Executive Director of SAN ANDREAS or designee and (2) those officers or principals of the CONTRACTOR who, in the CENTER's reasonable judgment, have the authority to bind the CONTRACTOR to this Agreement.

26 ENTIRE AGREEMENT

26.1 This Agreement and Attachments constitute the entire agreement between the parties and contain all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto.

26.2 This Agreement is valid and effective as of the day and year set forth in Section 4 of this Agreement, subject to any reviews and approvals by the DDS as referenced herein.

26.3 This Agreement must be signed by an officer of the CONTRACTOR: (1) an operational officer (i.e., president or vice president) or (2) a financial officer: (i.e., CFO, treasurer, or secretary) AND the Executive Director of SAN ANDREAS or their designee.

[NO FURTHER TEXT ON THIS PAGE]



27 AUTHORIZED REPRESENTATIVES, COUNTERPARTS, DELIVERY

Each party represents that the party signing below is an authorized representative of such party and has the authority to bind such party to this Agreement. Signed copies of this Agreement delivered and received by electronic platforms, facsimile and/or as a PDF attachment to an email shall be deemed the same as originals.

Reviewed By:

Maria Moreto
Fiscal Supervisor
San Andreas Regional Center

Date

Mia Garza
Associate Director, Community Services
San Andreas Regional Center

Date

John Hunt
Chief Financial Officer
San Andreas Regional Center

Date

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

SAN ANDREAS REGIONAL
CENTER, INC., a California Not-For-Profit
Corporation

SERVICE PROVIDER NAME,
a California XXXXXX Corporation

By: _____
Javier Zaldivar
Executive Director

By: _____
Name: _____
Title: _____

Address:
6203 San Ignacio Avenue Suite 200
San Jose, CA 95119

Address:
Address
City, CA Zip Code



ATTACHMENT 1

ROLE OF R&D TRANSPORTATION SERVICES, INC.

Pursuant to California Code of Regulations Title 17 CCR Section 54342, subsection (a), (83), (A), as a Transportation Broker, R&D Transportation Services, Inc., (hereinafter R&D) is not the direct transportation service provider. Therefore, the following identifies the role of R&D as the Broker for SAN ANDREAS.

1.1 ROLE OF R&D TRANSPORTATION SERVICES, INC. The CENTER contracts with R&D (BROKER) to provide the following services:

1.1.1 ROUTE DESIGN AND SCHEDULING:

a. Preparation of routes and schedules for the provision of services by specified transportation service providers as required by, and subject to the prior approval of CENTER.

b. Provide liaison services between SAN ANDREAS, the SAN ANDREAS transportation service providers, individuals served by SAN ANDREAS, families, and day programs in the provision of Transportation Brokerage Services. Liaison services include, but are not limited to, contacts with the SAN ANDREAS Management and Service Coordination staff, transportation vendor personnel, program personnel, individuals served, and parents or other authorized representatives of persons served by SAN ANDREAS, as necessary for the safe and efficient provision of services and the resolution of problems.

1.1.2 CUSTOMER SERVICE:

a. Provide availability of services from 6:00 AM to 6:00 PM (all transportation service vehicle operation hours), Monday through Friday and according to SAN ANDREAS' holiday schedule.

b. Provide after hours and emergency on-call services.

c. Provide bi-lingual speaking (English/Spanish) customer service representatives between 6:00 AM and 6:00 PM, Monday through Friday including AT&T's Language Line Interpretation Service.

1.1.3 VENDOR CONTRACTS ADMINISTRATION:

a. The BROKER is responsible for supporting the service provider to submit cost proposals for the service provider rates and negotiating Service Agreements in accordance with Title 17 California Code of Regulations. SAN ANDREAS is solely responsible for approving service provider rates and Service Agreement negotiated by the BROKER.



1.1.4 QUALITY ASSURANCE:

- a. Ensure ride times do not exceed the established ride time as approved by SAN ANDREAS (unless waived by SAN ANDREAS on a per route basis).
- b. Ensure transportation vendors maintain on-time performance.
- c. Perform regular vendor audits to ensure vehicles are safe, well maintained and bus drivers and attendants (or other personnel as applicable) are appropriately screened, hired, and trained.
- d. Ensure vendors meet all contractual requirements, including insurance.

1.1.5 VENDOR BILLING RECONCILIATION:

- a. Responsible for the accounting of individual transportation purchases. Such services shall include, but not be limited to preparing authorizations, verifying the accuracy of invoices, and reconciling records. SAN ANDREAS is solely responsible for authorizing transportation services provided to individuals served.
- b. Responsible to communicate with service providers to resolve any invoice related discrepancies.
- c. At the discretion of SAN ANDREAS, BROKER will review and verify corresponding documentation requested from service providers, to support their transportation invoice submissions.

[NO FURTHER TEXT ON THIS PAGE]



ATTACHMENT 2 **PAYMENT AGREEMENT**

The following is an agreement between the SAN ANDREAS REGIONAL CENTER and the following provider of services:

SERVICE PROVIDER NAME

In reference to the level of payment for the following service:

Name of Service: Commercial Transportation Company
Vendor Number: XXXXXX
Service Code: 875 – Commercial Transportation
Term Period: Month, Day, 20XX through June 30, 20XX

1. The provider agrees to accept the following rate(s) of payment for the service described herein:

Service Code	Sub Code	Rate Description	Rate	Monthly NTE Amount 23 Service Days
875				

2. COMPENSATION

2.1 CONTRACTOR agrees that any rate(s) specified on a SAN ANDREAS Authorization Draft, Purchase Order, and/or Provider of Care Claim Form which is not consistent with those identified in Section 1 are not binding unless the Authorization Draft is signed by the Chief Financial Officer or designee. Approval of payment of a rate other than that which is specified in this Agreement is restricted to the individual Authorization Draft and/or Purchase Order signed by the Chief Financial Officer or designee.

2.2 If the method for determining the units of service is something other than a straight monthly or hourly amount per individual the methodology must be described. If more than one code/sub-code is used, provide each code/subcode, unit type, and describe a billable unit. [17 CCR §506909(a)(4)]

2.2.1 The parties agree that the rates of payment specified above are made with reference to delivery of one unit of service defined as follows:



(a) **Unit of Service** will be defined in this section.

2.3 Such payment to CONTRACTOR may be reduced for a period of time in which CONTRACTOR is not meeting the minimum requirements for service as specified in Title 17 California Code of Regulations. Any reduction shall be based on substantiated evidence by the CENTER that the CONTRACTOR does not meet such requirements as outlined in Section 5.2 of the Agreement.

2.4 TRANSPORTATION OF OUT-OF-AREA INDIVIDUALS. CONTRACTOR agrees to give priority to individuals served by the CENTER. The CONTRACTOR may transport individuals within the CENTER's service area who may not be individuals served by the CENTER (the "Out-of-Area Individual(s)"), subject to CENTER approval. CONTRACTOR shall provide a written request for all Out-of-Area Individual(s) to the CENTER via its BROKER. The CENTER is not responsible for the cost of transportation services provided by the CONTRACTOR to the Out-of-Area Individual(s). Therefore, CONTRACTOR will (1) provide transportation services to all Out-of-Area Individual(s) as scheduled by the BROKER, (2) directly bill the other Regional Centers or entities responsible for payments for Out-of-Area Individual(s) transported by CONTRACTOR (the "Other Payors") and (3) arrange with CENTER's BROKER for separate collection of payments for such services from the Other Payors. The BROKER will coordinate with the other Payors regarding the cost allocation for the Out-of-Area Individual(s) to determine the amount the CONTRACTOR will bill to the other Payors for transportation services to Out-of-Area individual(s). The BROKER will, on request, assist by providing a cost analysis for specific Out-of-Area Individual(s), based on overall average cost per individual, estimated with a maximum of twenty-three (23) service days per month multiplied by the number of Out-of-Area Individual(s) the CONTRACTOR transports in a given month.

2.5 PAYMENT AGREEMENT. Rate Renegotiation Option. Due to rate freeze legislation implemented by the California Legislature and Department of Developmental Services (DDS), the rates stated herein do not increase during the term of this Agreement. However, if the Legislature and/or DDS implement new legislation which allows for rate increases, then, upon CONTRACTOR'S request, the CENTER agrees to review any subsequent rate increase proposal in good faith which is submitted in compliance with State law and regulations in effect at such time.

2.6 The maximum amount which can be paid under this Agreement is \$XX,XXX.00 (_____ dollars) for Fiscal Years 2022/2023, 2023/2024, and 2024/2025.



Signed:

SAN ANDREAS REGIONAL
CENTER, INC., a California Not-For-Profit
Corporation

By: _____
John Hunt
Chief Financial Officer

SERVICE PROVIDER NAME,
a California XXXXXX Corporation

By: _____
Name:
Title:

By: _____
Javier Zaldivar
Executive Director

Address:
6203 San Ignacio Avenue Suite 200
San Jose, CA 95119

Address:
Address
City, CA Zip Code



ATTACHMENT 3

CONTAGIOUS VIRUS RESPONSE PLAN

1. The CONTRACTOR is responsible to produce a comprehensive Contagious Virus Response Plan (CVRP) within thirty (30) days of vendorization or at the start of the current Service Agreement term, for review by the CENTER via its BROKER. The CVRP must address health and safety protocols to support safe and reliable transportation, reporting and communication plan, to address service needs for individuals served by the CENTER. The CVRP should include but not limited to, recommendations from the Centers for Disease Control (CDC), federal, state, and public health organizations in reference to infectious diseases protocols.

1.1 OPERATIONAL CONTROLS:

- a. General Manager or designee responsible for plan implementation;
- b. CONTRACTOR'S plan for vehicle modification and/or seat reconfiguration to align with public health directives for physical distancing;
- c. CONTRACTOR'S identification of alert phases that trigger specific action;
- d. CONTRACTOR'S plan to maintain adequate active and standby workforce.

1.2 ADMINISTRATIVE CONTROLS:

- a. CONTRACTOR's communication protocols to support effective internal and external communication to meet the service needs of passengers;
- b. CONTRACTOR'S screening protocols to ensure staff is fit-for-duty;
- c. CONTRACTOR'S comprehensive personnel training and education;
- d. CONTRACTOR'S reporting procedures.

1.3 PERSONAL PROTECTIVE EQUIPMENT (PPE):

- a. Protocol to acquire and maintain Personal Protective Equipment (PPE) necessary to support safe and effective transport and staff care.
- b. CONTRACTOR'S protocol for staff training regarding proper use of PPE.

1.4 ONBOARD SAFETY MEASURES:

- a. CONTRACTOR'S pre-boarding screening protocols for passengers;
- b. CONTRACTOR'S plan to equip transit vehicles and offices with proper sanitation products and provide personal hand sanitizer to all staff and passengers.



c.

1.5 CLEANING AND DISINFECTING PROTOCOLS:

- a. CONTRACTOR'S plan to perform routine cleaning and disinfection of all frequently touched surfaces;
- b. CONTRACTOR'S plan to perform thorough cleaning on all high traffic areas;
- c. CONTRACTOR'S plan to perform cleaning of all areas of the transit vehicles between shifts or uses whichever is more frequent.

1.6 SOCIAL DISTANCING:

- a. CONTRACTOR'S policy and procedure to mitigate or prevent contamination;
- b. CONTRACTOR'S plan to create separation between passengers as necessary to promote public safety;
- c. CONTRACTOR'S plan to restructure or reevaluate service needs as determined by public health agencies and SAN ANDREAS.

1.7 VEHICLE VENTILATION:

- a. CONTRACTOR'S plan to control heating, ventilation, and air conditioning to reduce the spread of contamination;
- b. Consider upgrades to improve air filtration and ventilation.

2. REPORTING. CONTRACTOR is responsible to maintain a policy with procedures that align with the most current DDS directives and in accordance with the California Code of Regulations Title 17 Section 54327. The policy must include, but not limited to, the following:

- a. Maintain a mechanism to track and report incidents or cases of exposure;
- b. Reporting process to SAN ANDREAS via its BROKER;
- c. Internal process to disinfect and minimize the spread;
- d. Communication to staff and/or individuals served regarding possible exposure;
- e. Action plan to address possible cases of exposure;
- f. Return to service plan.

[NO FURTHER TEXT ON THIS PAGE]



3. COMMUNICATION. CONTRACTOR shall provide a Communication Plan to represent the protocols that will be implemented by the agency to promote health and safety. The plan must include a process to effectively communicate with the following stakeholders and as determined by public health organizations:

- a. SAN ANDREAS and its BROKER
- b. Persons served (passengers)
- c. Family/residential services staff
- d. Day Programs

4. BUSINESS CONTINUITY PLAN. As a CONTRACTOR of SAN ANDREAS that provides services and supports for individuals with developmental disabilities, the CONTRACTOR will be expected to operate transportation services for essential activities and other purposes, expressly authorized under a State of Emergency Order. Therefore, the CONTRACTOR must be prepared to respond to changes in service needs and design, accommodate fluctuations in ridership and maintain adequate staff for business continuity purposes. The CONTRACTOR is responsible to establish and provide comprehensive safety protocols with reasonable accommodations, should an individual served (passenger) exhibit symptoms of an infectious disease, while also safeguarding staff and other passengers.

5. ADHERENCE TO PUBLIC HEALTH GUIDELINES. The CONTRACTOR is required to regularly monitor and review all DDS directives to ensure that transportation services align with the most current guidelines. Additionally, CONTRACTOR must monitor and review recommendations and guidelines from federal, state, and local public health organizations and adopt the most effective safety protocols to prevent the spread of infectious disease.

[NO FURTHER TEXT ON THIS PAGE]



ATTACHMENT 4
REFERENCES/TITLE 17

AGENCY: SERVICE PROVIDER NAME

VENDOR NUMBER: XXXXXX

SERVICE CODE: 875 – Commercial Transportation

TERM: Month, Day, 20XX through June 30, 20XX

1. TITLE 17 - Div. 2, Chap. 3, Subchapter 2 (Vendorization), Section 54326 (General Requirements for Vendors and Regional Centers) and Section 54327 (Requirements for Special Incident Reporting by Vendors).
2. TITLE 17 - Div. 2, Chap. 1, Subchapter 6 (Service Provider Accountability), Sections 50601-50612.
3. TITLE 17 - Div. 2, Chap 1, Subchapter 7 (Fiscal Audit Appeals), Sections 50700 - 50767.
4. TITLE 17 - Div. 2, Chap. 3, Subchapter 18 (Transportation Service), Sections 58500 - 58525.

[NO FURTHER TEXT ON THIS PAGE]



ATTACHMENT G

Statutes and Regulations

1. **CCR Title 17, Section 54310 – Vendor Application Requirements**
2. **CCR Title 17, Division 2. Health and Welfare Agency, Chapter 3. Community Services, Subchapter 18. Transportation, Articles 1 – 8, §§ 58500 – 58570**
3. **CCR Title 17 Section 54342 – Types of Services Subsection (a) – Numbers (81) (84) (86)**

(81) Transportation Assistant - Service Code 882. A regional center shall classify a vendor as a provider of transportation assistant services if the vendor:

- (A) Is vendored separately from the transportation service vendor;
- (B) Assists and monitors regional center consumers while the consumers are being transported; and
- (C) Meets the qualifications for transportation aides specified in Title 17, Section 58520(b).

(84) Transportation Companies - Service Code 875. A regional center shall classify a vendor as a transportation company if the vendor possesses a current business license as a transportation company and:

- (A) Provides the regional center with proof of adequate insurance as designated by the vendoring regional center in accordance with the Welfare and Institutions Code, Section 4648.3; and
- (B) Will be employed to transport individuals to and from their community-based day programs or other vendored services for the regional center.

(86) Transportation - Public Transit Authority, Dial-A-Ride, Rental Car Agency or Taxi - Service Code 895. A regional center shall classify a vendor as a public transit authority, dial-a-ride rental car agency or taxi provider if the vendor is licensed to perform such services, and if the rate charged in the use of these services to consumers is the same as that charged to the general public for the same service.

4. **WIC, Section 4648.3.** A provider of transportation services to regional center clients for the regional center shall maintain protection against liability for damages for bodily injuries or death and for damage to or destruction of property, which may be incurred by the provider in the course of providing those services. The protection shall be maintained at the level established by the regional center to which the transportation services are provided.