

Alta California Regional Center – Service Provider (Contractor) – Purchase of Service (POS) Terms and Conditions on Acceptance of POS Authorization and Rendering of Service

The Regional Center, under contract with the State of California Department of Developmental Services ("DDS"), is mandated to make available those goods and services which are deemed by an interdisciplinary team to be necessary to an individual because of his or her developmental disability and so stated in the individual's IPP or IFSP plan. Such goods and services are to be funded to the extent that the Regional Center's purchase of service budget as allocated by DDS will allow.

"Consumer" or "Client" means an individual who has been determined by the Regional Center to meet the eligibility criteria of Welfare and Institutions Code Section 4512 and Title 17, Sections 54000, 54001 and 540101, and for whom the Regional Center has accepted responsibility. [Reg. §54302]

"Interdisciplinary (ID) Team" means the group of persons convened in accordance with the Welfare and Institutions Code Section 4646 for the purpose of preparing a Consumer's IPP. [Reg. §54302(a)(39)]

"Individual Program Plan (IPP)" or "IPP" means a written plan that is developed by a regional center Interdisciplinary (ID) Team, in accordance with the provisions of the Welfare and Institutions Code Sections 4646 and 4646.5. [Reg. §54302(a)(36)]

"Special Incident Report" means the documentation prepared by Contractor staff detailing a special incident and provided to the Regional Center. [Reg. §54302(a)(65)]

"Service Catchment Area" means the geographical area within which the Regional Center provides services specified in its contract with DDS as required by the Welfare and Institutions Code Section 4640.

"Unit of Service" means the increment of service provided to Consumers which is used to charge and invoice the Regional Center for services provided. The increment of service is specified as hours, days, trips, month, flat service fee, mileage or any other increment of service agreed to by DDS, the Regional Center and Contractor. [Reg. §54302(a)(72)]

"Services" means assistance provided and duties performed by a Contractor for a Consumer [Reg. §54302(a)(62)].

"Title 17" or "Reg" means Title 17, California Code of Regulations, as amended from time-to-time.

The Individualized Family Service Plan (IFSP) or "IFSP" is a written document which outlines the early intervention services that a child will receive when s/he is eligible for early childhood special education services...Early Childhood Special Education is provided by Regional centers or local public-school districts (**IDEA, Part C, 20 Unites States Code (USC) Section 1431 et seq**)

Services to Be Provided. Contractor shall provide the stated service per this authorization and its program design (if applicable) to Regional Center's Consumers located within the Regional Center's Service Catchment Area according to and in conformity with the goals of the Consumer's IPP or IFSP. In performing its obligations hereunder, Contractor shall furnish the required administrative and support staff, facilities, equipment and supplies for providing services to Regional Center's Consumers as described in this Agreement.

Removal of Consumers or Termination of Services; New Enrollments. Contractor does not have the right to remove any Consumer from the Program without THE REGIONAL CENTER's prior written consent. Further, no Consumer will be removed from the Program until the Interdisciplinary Team (typically consisting of representatives of THE REGIONAL CENTER, the Consumer [or his or her representative] and Contractor) has determined that all possible resources available to Contractor have been exhausted. Further, if a Consumer initially placed in the Program leaves the Program, for whatever reason, Contractor will fully cooperate with THE REGIONAL CENTER's enrollment of another qualifying Consumer into the Program.

Regional Center Inspections. The Regional Center shall have the right to inspect the Program used by Contractor in performance of the Services under this Agreement at any time.

Training. Contractor shall establish and maintain an ongoing training and evaluation program to maintain compliance within applicable regulations and in accordance with their program design, if applicable.

Safety and Special Instruction. Contractor shall establish and maintain a safety program for all staff employed by the Contractor. Such safety program will be published and will be made available to the Regional Center during site visits or upon request.

Contractor shall maintain and make available to THE REGIONAL CENTER or any duly authorized State or Federal agency or representative all books, records, documents and other evidence pertaining to those matters connected with the performance of this Agreement for inspection (the **"Books and Records"**), audit or reproduction at all reasonable times during the term of the Agreement and for five years from the date of final payment by THE REGIONAL CENTER hereunder or, if longer, for such period as may be required by applicable law. Notwithstanding the above, Contractor agrees to retain all Books and Records which relate to any litigation, claims, disputes, or other controversies arising out of the performance of its obligations under this Agreement until such time as the applicable statute of limitations with respect to such litigation, claim, dispute or controversy has expired.

As part of any audit, or upon request, Contractor will permit THE REGIONAL CENTER, DDS and any other authorized agency representative to examine and make excerpts, reproductions and transcripts from the Books and Records with respect to all matters covered by this Agreement. Contractor shall maintain its Books and Records in an accessible location and condition for such purpose. Contractor agrees to permit access by THE REGIONAL CENTER to all fiscal and program-related records pertaining to any and all services provided pursuant to this Agreement in accordance with the provisions of Subchapter 6, Contractor Accountability, Sections 50602 et seq. of Title 17, California Code of Regulations.

Rate Increase Notification Letters. THE REGIONAL CENTER may periodically increase the Established Rate through delivery of Rate Increase Notification Letters to Contractor. Such letters do not require Contractor's signature, and shall become effective upon delivery. THE REGIONAL CENTER shall either (i) attach all Rate Increase Notification Letters to this Agreement, or (ii) retain all Rate Increase Notification Letters in its vendor files for Contractor. Each Rate Increase Notification Letter is incorporated into this Agreement by this reference. Services subject to DDS' 2022 Rate Study shall be subject to DDS set benchmark rates posted on DDS' website, which is adjusted by DDS. Non-benchmark rates will be reflected by DDS' median rate

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schedule that is adjusted by DDS on an annual basis or any other frequency as determined by DDS or legislation. Other services may be sourced by Statewide medi-cal rates or rates established by regulatory agencies.

Ancillary Services. Any ancillary services to be provided by Contractor to Consumers (that is, additional services not expressly included within the rate set forth in this Agreement) must be identified by the Interdisciplinary Team, and must be in accordance with each Consumer's Individual Program Plan (as defined in Welfare & Institutions Code section 4646 et seq.) (the "IPP"), or (the "IFSP") and must include THE REGIONAL CENTER's advance written authorization for all ancillary services as a condition precedent to Contractor's entitlement to receive payment for such ancillary services.

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

A **purchase of service (POS) authorization** shall be obtained from the regional center for all services purchased out of center funds. This requirement may be satisfied if the information is provided, sent, or delivered, as the case may be, in an electronic record capable of retention by the recipient at the time of receipt. [Title 17 Section 50612 (a)].

In accordance with 17 CCR, Section 50609(b)(1)(A), both parties acknowledge that they have come to a full understanding and agreement as to the method used in accumulating the data contained in Contractor's documentation concerning direct and indirect costs, units of service and billing. Contractor further attests that this method was and will be used to accumulate the data contained in Contractor's documentation.

Contractor shall provide invoices and other evidence of Contractor's payment for such expenses to THE REGIONAL CENTER. Payments by THE REGIONAL CENTER will be paid upon Contractor's submission to THE REGIONAL CENTER of required documentation which substantiates completion of the Services. Contractor agrees it shall not bill THE REGIONAL CENTER under the terms of this Agreement for any costs funded by any other regional center, private insurance or public funding source. The Regional Center may offset payments it otherwise owes to Contractor under this Agreement against the sums owed by Contractor to THE REGIONAL CENTER under this Agreement or any other agreement between such parties. Should the Regional Center or the State of California, according to applicable law, determine that any funds paid by THE REGIONAL CENTER hereunder were not expended by Contractor in accordance with the terms of this Agreement, Contractor shall repay such funds to THE REGIONAL CENTER within 30 days of demand. Other Costs and Expenses: Contractor shall be solely responsible for all costs, overhead, salaries and other expenses incurred in establishing and maintaining the Program. Under no circumstances shall THE REGIONAL CENTER be responsible for payments of any kind, directly or indirectly, to any subcontractors, agents or employees of Contractor. This Agreement is made solely for the benefit of the parties hereto and is not intended to, and shall not, confer any benefits on any person or entity not a party hereto.

Non-Appropriation of Funds. Notwithstanding any provision in this Agreement to the contrary, in accordance with 17 CCR, Section

50609(c) (Contract Fiscal Provisions), the obligation of Regional Center to make payments under this Agreement is contingent upon Regional Center 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 Regional Center's contract with the State is not renewed, or if insufficient funds are allocated to Regional Center such that Regional Center determines that it is in its best interest to discontinue or reduce the Service, then the affected service under this Agreement shall be terminated or modified proportionately by Regional Center, upon 60 days written notice to Contractor. If there is a failure of the Funding Contingency, then (1) THE REGIONAL CENTER shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and (2) neither party shall be obligated to further perform any provisions of this Agreement.

Workers Compensation: Contractor shall maintain during the term of this Agreement workers' compensation insurance with statutory limits of coverage. Since Contractor is not an employee of THE REGIONAL CENTER, Contractor has no right to receive workers compensation for any injury or death arising out of services to be performed by Contractor under this Agreement. Contractor shall maintain Employer's Liability insurance with limits approved and posted on the Regional Center website under board policies..

Liability Insurance: Contractor shall maintain in full force and effect during the term of this Agreement, and for as long as Contractor provides services to THE REGIONAL CENTER Consumers, an insurance policy or policies protecting THE REGIONAL CENTER and Contractor against any loss, liability or expense (i) arising out of Contractor's negligence and (ii) due to personal injury, death or property damage, arising out of or in any way connected with the services to be performed by Contractor or its personnel for the benefit of THE REGIONAL CENTER. The insurance shall include endorsements for premises and operations liability and for broad form contractual liability. The minimum liability under each such policy shall be implemented as approved limits by Regional Center's Board of Directors and published on its website. Contractor shall also comply with all insurance requirements.

Professional Liability Insurance; Abuse & Molestation Coverage: Contractor shall obtain Professional Liability coverage and Abuse & Molestation coverage. The minimum liability limits under each such policy are reflected on the Regional Center's Board of Directors' approved policies. Contractor shall also comply with this respective insurance requirement.

Non-Owned and Hired Auto Liability Insurance: If Contractor uses vehicles to transport Consumers or in connection with the Services or Program, Contractor shall procure and maintain in full force and effect during the term of this Agreement Non-Owned and Hired Auto Liability Insurance of at least the Regional Center's Board approved limit of liability. Contractor will ensure that auto insurance for vehicles utilized in the course of business complies with the State of California's financial responsibility laws. Contractor shall also comply with this respective insurance requirement.

Other Insurance Requirements: All insurance policies shall be issued by insurers which are admitted to do business in the State of California and rated A- and X or higher in the most recent edition of Best Insurance Guide. Each policy of insurance providing coverage required hereunder shall provide that it may not be cancelled or

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materially modified unless THE REGIONAL CENTER is provided at least 30 days' prior written notice thereof. Contractor's insurance policies shall contain a waiver of subrogation clause for the benefit of THE REGIONAL CENTER.

Delivery of Evidence of Insurance: Contractor shall provide to THE REGIONAL CENTER a certified copy of the Named Additional Insured Endorsements at the beginning of the term. Contractor shall also provide to THE REGIONAL CENTER (main service code contact within Community Support Services staff) a Certificate of Insurance annually which certifies the existence of the insurance required under this Agreement and Contractor agrees to add THE REGIONAL CENTER as an Additional Insured. THE REGIONAL CENTER's obligation to pay any compensation to Contractor shall be conditioned upon THE REGIONAL CENTER's receipt of such insurance endorsements and certificates.

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

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

Records. Contractor shall maintain books, records, documents and other evidence pertaining to all income, expenses and services relating to and/or affecting the performance of this Agreement. [Reg. §50608(b)] Additionally, Contractor shall retain for five (5) years copies of the following records:

Complete service records to support all billing/invoicing for each Consumer, including but not limited to: (1) information identifying each Consumer; (2) documentation reflecting the dates for program entrance and exit, if applicable, as authorized by the Regional Center; and (3) a record of services provided to each Consumer, including dates of service, city or county where service was provided and the number of units provided. All records shall be supported by source documentation [Reg. §§50604 and 50608(c)].

Financial Records Maintenance. Contractor will maintain financial records which consistently use a single method of accounting and which clearly reflect the nature and amounts of all costs and all income. All transactions for each month shall be entered into the financial records within thirty (30) days after the end of the month. [Reg. §50604(a)]

Monthly Records. Contractor shall provide monthly records of services provided to each Consumer, including the date, city or county where the service was provided and the number of direct service units provided by Contractor. Such records shall also include the information described in Title 17, Section 50604(d)(1) through (d)(3)(f), as applicable [Reg. §50608(d)]. If Units of Service provided under this Agreement are reimbursed other than a per mile, per day or per trip rate, shall also be maintained and reported as specified in this Section. Such monthly records shall be submitted to the Regional

Center on a monthly basis, not later than thirty (30) days after the end of the previous month. [Reg. §58510(c)(2)]

Fiscal Audit. All Contractor's records pertaining to the services provided under this Agreement shall be open for audit by DDS, the Regional Center, and any authorized agency representative for a minimum period of five (5) years from the date of the final payment for the State of California fiscal year. Contractor agrees to utilize and be bound by Title 17, Sections 50700, *et seq.*, should Contractor elect to appeal any audit findings and/or recommendations. Contractor accepts financial liability for any audit findings and/or recommendations disclosed by audit and shall promptly repay amounts owed unless appealed and liquidation is stayed pursuant to Title 17, Section 50705. [Reg. §50610]

Termination Without Cause. Either Party may terminate this Agreement at any time and without cause by providing sixty (60) days' prior written notice to the other Party.

Termination with Cause. The following constitute grounds for termination of this Agreement and/or payment by the Regional Center with cause:

Contractor refuses or fails to provide the Regional Center with efficient, safe and cost-effective Services, including the furnishing of adequate equipment and properly trained personnel in quantities sufficient to provide the Service specified herein;

Contractor fails to comply with the requirements of this Agreement;

Contractor fails to comply with the terms of the purchase of service authorization; or

Contractor fails to comply with applicable federal and state regulations or statutes governing the service program and/or the provision of Services to Consumers. [Reg. §50611]

Breach. Contractor shall be in material breach of this Agreement if, in THE REGIONAL CENTER's reasonable opinion, Contractor (i) fails to perform any of its obligations described herein or on any of the exhibits which are a part of this Agreement or (ii) fails to comply with Federal or State laws or regulations applicable to the provision of services pursuant to this Agreement including, without limitation, the provision of services to persons with developmental disabilities. If the breach is noncurable, this Agreement shall terminate, at THE REGIONAL CENTER's election, no earlier than 30 days following delivery of written notice to Contractor stating the reasons for termination. If the breach is curable, this Agreement shall terminate within 30 days after THE REGIONAL CENTER notifies Contractor of Contractor's breach, unless Contractor cures such breach within such 30-day period. THE REGIONAL CENTER shall pay Contractor all compensation for authorized services rendered in accordance with and through the date of termination of this Agreement, less any offsets to which THE REGIONAL CENTER is entitled.

Immediate Termination of Vendorization. Any misconduct by the Contractor or its agents, employees or consultants that results in an imminent threat to the health and/or safety of the Regional Center's clients may result in immediate termination of Vendorization. Elements which may constitute imminent threat to client health and safety consist in part, but are not limited to: physical, emotional, or mental abuse, sexual misconduct, client abandonment or neglect, theft of clients' money or property, violation of client's rights under the law, placing clients in physical danger, or any other circumstance that may

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bring physical or emotional harm to the client. The Regional Center shall not have any obligation to provide a 30-day plan of correction notice. [Title 17 Section 54370].

Vendorization Termination Appeal. Contractor shall have the right to appeal the Regional Center's decision to terminate Vendorization. Appeals shall be as specified in [Title 17, Section 54380].

Indemnification: Contractor agrees to indemnify, defend, and hold harmless Regional Center, DDS the State of California and their respective officers, agent, and employees (collectively, the "**Regional Center Indemnitees**") from every claim or demand made by reason of:

Any personal injury or property damage sustained by any person, or entity, caused by or resulting from any act, neglect, default, or omissions of Contractor or of any person, or entity performing any services in connection with this Agreement on behalf of Contractor; and Claims under workers' compensation laws or other employee benefit laws by Contractor's agents or employees; and Contractor's failure to fulfill its obligations under this Agreement in strict accordance with its terms, including Contractor's breach of any representations or covenants given in this Agreement; and A 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 their activities performed in connection with this Agreement.

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

Regional Center agrees to indemnify, defend, and hold harmless Contractor and its respective officers and employees (collectively, the "**Contractor Indemnitees**") from every claim or demand made by reason of:

Any personal injury or property damage sustained by any person, or entity, caused by or resulting from any gross negligence of Regional Center or of any person, or entity performing any services in connection with this Agreement on behalf of Regional Center; and Regional Center's failure to fulfill its obligations under this Agreement in strict accordance with its terms, including Regional Center's breach of any representations or covenants given in this Agreement; and A violation of any local, state, or federal law, regulation or code by Regional Center or by any of Regional Center's employees, agents, consultants, or subcontractors in connection with the conduct of their activities performed in connection with this Agreement.

Regional Center at his own expense and risk, shall defend any action, legal proceeding, arbitration, or other mediation proceeding, that may be brought against Contractor Indemnitees or any of them on any such

claim or demand as set forth above. Regional Center shall defend such matter by counsel reasonably satisfactory to Contractor. Contractor Indemnitees need not have first paid any such claim in order to be so indemnified. Regional Center shall also pay and satisfy any settlement, or any judgment which may be rendered against Contractor Indemnitees or any of them arising from any injuries described in this Section; provided, however, Regional Center shall only have a duty to indemnify any particular Contractor Indemnitee for those injuries caused to Contractor or a third party by the gross negligence of Regional Center or its officers, agents, or employees.

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

Anti-Discrimination. It is the policy of the Regional Center that in connection with all work performed under any agreements, there is no discrimination against any prospective or active employee engaged in the work because of race, religious creed, color, ethnic group identification, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual preference or sexual orientation, or age, and therefore Contractor agrees to comply with applicable federal and state laws including, but not limited to, Labor Code Section 1735.

Vendor Disclosure Statement. Upon the execution of this Agreement, and at all other times upon Regional Center's request, Contractor shall complete, sign and deliver to Regional Center a Vendor Disclosure Statement (DDS Form DS 1891), a copy of which can be obtained from DDS's website. Contractor shall also submit an updated signed and dated DS 1891 Form to Regional Center within thirty (30) days of any change in the information previously submitted pursuant to this Section.

HCBS Provider Agreement. Contractor represents and warrants that it has signed the State Department of Health and Human Services' Home and Community Based-Services Provider Agreement and delivered such signed document to Regional Center, if applicable.

Abuse and Special Incident Reporting: All Consumer-related special incidents which come to the attention of Contractor directly or via report which involve injury, potential abuse or other events which are, or may be, in the judgment of Contractor, detrimental to Consumer's health or safety, shall be reported or forwarded to THE REGIONAL CENTER in accordance with 17 CCR Section 54327.

Website Link to DDS Consumer Complaint Process: This paragraph shall apply if Contractor has a website. In accordance with Welf. and Inst. Code Section 4704.6, Contractor shall conspicuously post on its Internet website a hyperlink to the DDS Internet website page that provides a description of the Title 17 appeals procedure and a DDS telephone number available for answering consumer and applicant appeals procedure questions, and any replacements to such websites. The following is a current link to such DDS website: <https://www.dds.ca.gov/general/appeals-complaints-comments/>.

Independent Contractor: It is understood and agreed, and it is the intention of the Parties, that Contractor is an independent contractor and not the employee, officer, agent, joint venturer or partner of the Regional Center or the State of California for any purpose whatsoever [Reg. §50607(f)]. The Regional Center shall have no right to and shall

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not control the manner or prescribe the method by which the Services are performed by Contractor hereunder. Contractor shall be entirely and solely responsible for its acts and the acts of its agents, employees and subcontractors, if any, while engaged in the performance of Services hereunder.

Contractor is an independent contractor. Thus, Contractor and its agents and employees, in the performance of this Agreement, shall act in an independent capacity, and not as officers, employees or agents of the State of California or THE REGIONAL CENTER. 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 will not accrue employee fringe benefits from THE REGIONAL CENTER, nor will THE REGIONAL CENTER be responsible for withholding or paying any amount of workers compensation, disability insurance or any federal or state, local income or payroll tax of any kind to Contractor or for its benefit. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security withholdings and all other regulations governing such matters.

Contractor is free to take employment from others as an independent contractor, or in any other status, whether or not competitive with the business of THE REGIONAL CENTER. Contractor shall have no authority to enter into or execute any agreement on behalf of THE REGIONAL CENTER, to incur any liability or indebtedness or any kind or nature in the name of or on behalf of THE REGIONAL CENTER or to otherwise bind THE REGIONAL CENTER in any manner. Contractor shall not be, or in any manner represent, imply or hold itself out to be an agent, partner or representative of THE REGIONAL CENTER. Contractor shall provide all equipment, technology and materials necessary or desirable to perform the Services. Contractor shall be responsible for all of his own business expenses including, but not limited to, automobile repair and maintenance, gasoline, insurance, workers' compensation insurance, self-employment taxes and any incidental expenses related to its performance under this Agreement. Contractor shall perform the Services at such times and at such places as Contractor determines.

Privacy Requirements; HIPAA. Contractor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E, for business associates and related implementing regulations of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to safeguard the protected health information received or created under this Agreement. Concurrently with the execution of this Agreement, Contractor shall also execute, and comply with all of the terms and provisions in, Regional Center's form of Business Associate Agreement; such Agreement is incorporated herein by this reference.

Change in Key Management Personnel Requires Regional Center Consent: Contractor shall not change key management personnel without the prior consent of THE REGIONAL CENTER, which shall not be unreasonably withheld. Contractor shall notify THE REGIONAL CENTER at least 30 days before Contractor makes any changes to its vendor ownership, location, or its license. Contractor shall fully comply with the provisions of 17 CCR Section 54330 in connection with such changes.

Referrals: Per [Title 17 Section 54322]; Vendorization does not guarantee that any consumers will be placed or referred to you by the

Regional Center. All services must be pre-authorized by the Regional Center issuing a Purchase-of-Service (POS) authorization to the Contractor.

WhistleBlower Policy. The Regional Center encourages individuals to report suspected or actual illegal or improper activity, financial or otherwise. ACRC will not condone any activity that is illegal or improper, whether done by an employee, board member, vendor, or contractor.

Attorneys' Fees. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled. Any dispute arising out of, relating to or concerning this Agreement shall be subject to the following: If the dispute is of a type governed by any Title 17 California Code of Regulations Section Division 2 appeal process, then the dispute shall be resolved in accordance with Title 17 regulation. After exhausting all administrative remedies, or if the dispute is not of a type that is governed by any Title 17 California Code of Regulations Division 2 appeal process, then the dispute shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The venue for the resolution of all disputes shall be in Sacramento County, California.

Severability. If any term, condition or provision of this Agreement is held to be null, void, voidable, or unenforceable, the Agreement shall be enforced to the fullest extent possible, and the remaining terms, conditions and provisions shall not be affected thereby, and shall retain their full force and effect, notwithstanding the null, void, voidable or unenforceable term, condition, or provision.

Cap on Contractor's Administrative Costs. Contractor agrees that it will not spend more than 15% of the funds it receives from the Regional Center under this Agreement on the Contractor's administrative costs. In accordance with Welfare and Institutions Code §4629.7(a)(1) through (15), as such provisions may be amended from time to time.

Benchmark Rates, Median Rates, U&C, SMA and Negotiated Rates. The Contractor acknowledges that the Regional Center informed the Contractor of the applicable and correct median rates, as regulated under Welfare and Institutions Code §§4681.6(b), 4689.8(b) and 4691.9(b) (as applicable), as part of the negotiations in setting the rate of payment. If applicable, Usual and Customary (U&C). The rate which is regularly charged by a Vendor for a service that is used by both regional center clients and/or their families and where at least 30% of the recipients of the given service are not regional center clients or their families. [Title 17, Section 57210(a)(19)]. If applicable, Schedule of Maximum Allowable Rates (SMA). The schedule of the maximum allowable rate for the service provided as established by the Department of Health Services (DHS) for services reimbursable under the Medi-Cal program. [Title 17, Section 57210(a) (14)]. In addition, those services subject to the DDS 2022 rate study are subject to DDS set benchmark rates, which have been disclosed if applicable.

Legislative Payment Changes. Notwithstanding anything in this Agreement to the contrary, the payments to Contractor under this Agreement are subject to the any payment reduction or increase that may be implemented by the California State Legislature, as such

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reduction or increase may be further increased or reduced, and will
remain in effect until withdrawn by the State of California.