

FY 2020 – 2021

SERVICE DEVELOPMENT AGREEMENT

BETWEEN

NORTH LOS ANGELES COUNTY REGIONAL CENTER

9200 Oakdale Avenue, Suite 100
Chatsworth, CA 91311

AND

VENDOR NAME

VENDOR STREET ADDRESS

VENDOR CITY, STATE ZIP

PROJECT #: NLACRC-2021-#

SERVICE CODE: 999

VENDOR #: PL####

TAX ID#: 12-3456789

TERM OF AGREEMENT: MONTH DD, YYYY – MONTH DD, YYYY

Development of [project description]

SERVICE DEVELOPMENT AGREEMENT

FY 2020 – 2021

This Service Development Agreement (“**Agreement**”), dated as of **November 30, 2020**, is entered into by and between NORTH LOS ANGELES COUNTY REGIONAL CENTER, INC., a California nonprofit corporation (“**Center**” or “**NLACRC**”) and [**Vendor Name**], [**entity type, ex: a California corporation, a limited liability company, an individual**] (“**Contractor**”). The parties enter into this Agreement with reference to the following facts:

RECITALS

- A. Center provides services to individuals with developmental disabilities (the “**Consumers**”) in the Antelope Valley of North Los Angeles County. Center operates under a contract with the State of California Department of Developmental Services (“**DDS**”). DDS has allocated funds to Center to provide for the needs of Center’s Consumers.
- B. Center has determined a need for developing [project description].
- C. Contractor represents and warrants that it is capable and experienced in providing [ongoing service type] services to individuals with developmental disabilities under the applicable provisions of Title 17 of the California Code of Regulations (“**17 CCR**”), and desires to provide such services for the benefit of Center’s Consumers.
- D. Center has agreed to provide up to \$XXX,XXX.00 of funds for development of [ongoing service type] services appropriated in FY 2020-2021 (the “**Start-Up Funds**”) for use by Contractor to [project description].
- E. If Contractor timely performs all of its obligations under this Agreement to Center’s satisfaction, the parties shall use their commercially reasonable efforts to negotiate a separate agreement under which Contractor shall [ongoing service type] services and on terms mutually acceptable to the parties (the “**Service Provider Agreement**”). The Service Provider Agreement shall include, among other things, the specified length of time Contractor shall be obligated to provide [ongoing service type] services. Contractor shall not have the right to compensation for continuing [ongoing service type] services unless and until the parties execute the Service Provider Agreement.

NOW THEREFORE, on the basis of the foregoing Recitals and in consideration of the following mutual covenants, the parties agree as follows:

1. TERM OF AGREEMENT

- 1.1 Subject to the provisions for termination contained herein, the term of this Agreement shall be for the period **MONTH DD, YYYY** through **MONTH DD, YYYY**.

- 1.2 For purposes of the Agreement, any and all references herein to the term of this Agreement shall include any renewals and /or extensions hereof unless specifically provided to the contrary.
- 1.3 For the purposes of enforcing any terms of this Agreement which are to be performed after termination, the representations and promises of the parties, as set forth herein shall survive the termination of this Agreement.

2. DESCRIPTION OF SERVICES

- 2.1 Contractor shall develop [project description].
- 2.2 Contractor shall be responsible for start-up activities associated with the development of the [ongoing service type] services, including but not limited to: [sample language for a Specialized Residential Facility (“SRF”), service code 113 or an Enhanced Behavior Support Home (“EBSH”), service code 900] (i) identification of an appropriate property for the SRF/EBSH (the “**Property**”); (ii) securing control of the Property; (iii) submission of licensing applications and completion of all requirements applicable to obtaining a license from the Department of Social Services for use of the Property as an Adult Residential Facility with a capacity of number (#) non-ambulatory residents; (iv) completion of building modifications and improvements to meet licensing requirements and to enhance Consumer safety and quality of life, and to ensure accessibility for non-ambulatory Consumers; (v) equipment and furnishings for the Property; and (vi) staff training to ensure competency of staff to deliver services of the Property to serve Consumers from a Developmental Center and who are at risk of Developmental Center placement. Center shall reimburse Contractor for a portion of such start-up activities as provided in the Start-Up Payment Agreement attached as Attachment “C”, which is described in Section 4.1 below.

3. DUTIES OF CONTRACTOR

- 3.1 Contractor shall submit, by Month DD, CCYY a detailed Description of Project (the “**Proposal**”) consisting of, but not limited to, a (1) start-up plan with timelines and start-up activities, consistent with the milestones and their deadlines in Attachment “C”, and (2) an estimated start-up budget, all in form and content acceptable to Center. The Proposal, once approved in writing by Center, will be attached as Attachment “A” hereto and will be incorporated herein by reference.
 - 3.1.1 Established Rate, pursuant to 17 CCR, Section 50609. In addition to the budget proposal for use of the Start-Up Funds, Contractor shall submit a budget proposal for the on-going rate under the Service Provider Agreement to be negotiated. Both parties will come to a full understanding and agreement of the specified method to establish the rates of payment, subject to negotiation and approval by Center, but not to exceed the maximum DDS median rate allowed for this program.

3.1.1.1 Cost Statement. The mutually approved budget proposal for the on-going rate will become the cost statement (“**Cost Statement**”). Center will rely upon the cost statement to establish Contractor’s on-going rates of payment under the Service Provider Agreement for the service provided under Service Code [ongoing service code].

- 3.2** Contractor is responsible for completing all project/service activities as identified in Attachments “A” and “C” by the milestone deadlines noted therein.
- 3.3** Contractor will submit by Month DD, CCYY a Program Design (the “**Program Design**”), in form and content acceptable to Center. The Program Design, once approved in writing by Center, will be attached as Attachment “B” hereto and will be incorporated herein by reference.
- 3.4** Contractor and its services shall meet any applicable requirements of vendorization by Center in accordance with the relevant provisions of 17 CCR, Chapter 3 (Community Services).
- 3.5** Contractor shall meet any applicable requirements of the Department of Social Services, Community Care Licensing or other licensing/certification entity if required for the service to be provided.
- 3.6** Contractor acknowledges that it is familiar with, and is in possession of a copy of, DDS’s Guidelines for Regional Center Community Placement Plan for FY 2019-2020 Requests (the “**CPP Guidelines**”). Contractor shall at all times comply with the CPP Guidelines in connection with all services Contractor provides under this Agreement. If any inconsistency exists between this Agreement and the CPP Guidelines, the provisions in the CPP Guidelines shall prevail.
- 3.7** As provided in the CPP Guidelines: Contractor acknowledges that the Start-Up Funds are intended to assist in its development of new resources, but they are not intended to cover 100 percent of such development costs. Contractor shall identify funds that, along with the Start-Up Funds, will demonstrate Contractor’s financial capacity to complete the Proposal. Contractor shall, upon Center’s or DDS’s request, provide an estimated and a final “Sources and Uses” project development budget outlining the project cost and funding sources for the Proposal. Once the [ongoing service type] services is licensed, it should be fully occupied by Consumers within 90 days.
- 3.8** Contractor agrees to have said services in operation and serving Consumers no later than the end of the term of this Agreement, conditioned on the mutual execution of the Service Provider Agreement.

4. FISCAL PROVISIONS

- 4.1** Payment Agreement. In consideration for certain project costs incurred by Contractor under this Agreement, Center shall compensate Contractor pursuant to

the terms of the Payment Agreement, which is attached hereto as Attachment “C” and incorporated herein by this reference (the “**Start-Up Payment Agreement**”).

- 4.2 The maximum amount of Start-Up Funds payable by Center to Contractor under this Agreement shall not exceed \$XXX,XXX.00 and shall also be subject to Center’s written approval of the Proposal (including Contractor’s start-up budget). Contractor must complete all start-up activities associated with the development of the [ongoing service type] services by Month DD, CCYY, or the deadlines noted on Attachment “C” (the “**Performance Milestones**”), and Contractor must claim all Start-Up Funds, by Month DD, CCYY; all unclaimed funds will revert to the State. The Performance Milestones are listed on the Start-Up Payment Agreement.
- 4.3 Payment of Start-Up Funds to Contractor is contingent upon its performance of the services herein in a manner acceptable to Center and in accordance with the conditions set forth in the Start-Up Payment Agreement.
- 4.4 Milestone payments by Center will be paid based upon Contractor’s submission to Center of required documentation which substantiates Contractor’s completion of each milestone, including, but not limited to, receipts for purchases and paid invoices. Contractor may engage contractors, subcontractors, design professionals and others (collectively, “**Subcontractors**”) to perform work at the Property or for the benefit of the Property. Contractor shall insure that any Subcontractor who performs work at the Property shall be properly licensed at all times in the State of California to perform such work, and that such licensee shall retain its license in good standing during the entirety of such work. Contractor shall provide to Center copies of its Subcontractors' contracts within 5 days after each are signed.
 - 4.4.1 Contractor shall only hire Subcontractors who maintain adequate general liability insurance (or errors and omissions insurance, for design professionals and engineers) provided by insurers rated “A” or better in the most recent edition of Best’s Insurance Guide. Center recommends that Contractor require all Subcontractor(s) to name Contractor as an additional insured (to the extent they carry CGL insurance) and provide Certificate(s) of Insurance to Contractor before any work begins at the Property.
 - 4.4.2 Center requires, as a condition of payment to Contractor for any work performed by Subcontractors, that each applicable Subcontractor execute applicable Waivers and Releases of Liens (under the applicable provisions of California Civil Code sections 8132-8138) for each progress payment as well as for the final payment under each Subcontractor's contract. Contractor shall deliver respective Unconditional Waivers and Releases of Liens from all Subcontractors with each applicable respective invoice. Center recommends that Contractor insert into each contract with their respective Subcontractors a holdback of 10 percent, as a retention for all work to be performed by each of their respective Subcontractors, which shall be released upon full completion of the applicable work and Contractor’s receipt of applicable Waiver and Release

of Liens. Such lien waiver forms are published by the Contractors State License Board and can be found at

<http://www.cslb.ca.gov/consumers/legalissuesforconsumers/mechanicslien/conditionalandunconditionalwaiverreleaseform.asp> .

- 4.5** Contractor shall submit monthly written progress reports identifying progress made toward completion of all items identified in the Start-Up Payment Agreement, and invoices in a format and manner agreed upon by Center to:

Attention: Resource Development
North Los Angeles County Regional Center
9200 Oakdale Avenue, Suite 100
Chatsworth, CA 91311

- 4.5.1** Complete invoices submitted by the third (3rd) day of the month shall be paid by the twentieth (20th) day of the month.
- 4.5.2** Center reserves the right to withhold all or part of any payment on invoices submitted until acceptable documentation is received.
- 4.6** Contractor agrees it shall not bill Center under the terms of this Agreement for any costs funded by any other regional center, private insurance or public funding source.
- 4.7** Center may elect to disburse certain of the Start-Up Funds to third parties for Contractor's benefit, rather than to Contractor directly. Center may also condition Contractor's uses of Center's disbursements on the satisfaction of certain conditions; provided, however, all such disbursements are conditioned on Contractor's compliance with the terms of this Agreement.
- 4.8** Contractor understands and agrees that upon completion or termination of this Agreement, referrals or any subsequent regional center ongoing funding is not guaranteed and that the decision for such funding is within the discretion of Center.
- 4.9** Upon completion of the project and the reconciliation of all payments, if Center determines that the total amount it remitted to Contractor exceeded Contractor's approved costs, Contractor shall within 10 business days of demand remit all excess Start-Up Funds to Center for return to the State.

5. OTHER COSTS AND EXPENSES

Contractor shall be solely responsible for all costs, overhead, salaries and other expenses incurred in establishing and maintaining the services contemplated herein. 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. Under no circumstances shall Center be responsible for payments of any kind, directly or indirectly, to any Subcontractors, agents, certified homes, or employees of Contractor.

6. REPAYMENT PROVISIONS

- 6.1** Contractor must satisfy and complete each of its obligations in this Agreement by the applicable Performance Milestones noted in Attachment “C”, subject to Documented Delays; provided, however, notwithstanding any Documented Delay, Contractor shall complete all of its obligations not later than Month DD, CCYY. A delay shall only be a “**Documented Delay**” if (1) such delay is an event described in Section 13 below (entitled Force Majeure) or is otherwise beyond Contractor’s reasonable control, (2) Contractor notifies Center in writing within 10 days after Contractor encounters such delay, (3) Contractor notifies Center in writing of the date such delay no longer applies and (4) Center reasonably approves such delay and its length in writing.
- 6.2** If (i) Contractor fails to have satisfied and completed all of its obligations in this Agreement (including the Project Milestones) by Month DD, CCYY (notwithstanding Documented Delays), or if (ii) the parties fail to sign a Service Provider Agreement by Month DD, CCYY, Contractor shall repay to Center all of the Start-Up Funds previously remitted by Center to Contractor under this Agreement. Contractor shall repay such funds within 10 business days from the receipt of such written demand for repayment by Center.
- 6.3** [*Note: this paragraph only applies if the parties execute a Service Provider Agreement.*] [sample language for SRF/EBSH, service code 113/900] Contractor acknowledges that the sole purpose and use of the SRF/EBSH is to serve Consumers moving out of a State Developmental Center, at risk for placement in a State Developmental Center or who otherwise qualify for housing under DDS’s procedures. Thus, if a Consumer initially placed in the SRF/EBSH leaves the SRF/EBSH, for whatever reason, Contractor will immediately take steps to place another qualifying Consumer into the SRF/EBSH as soon as possible, in coordination with Center. This obligation shall survive for six years after the date the first Consumers have moved into the SRF/EBSH.
- 6.4** [*Note: this paragraph only applies if the parties execute a Service Provider Agreement.*] [sample language for SRF/EBSH, service code 113/900] If Contractor completes all the Project Milestones and admits Consumers, but terminates services at the SRF/EBSH before six years of service (calculated from the date the first Consumer moves into the SRF/EBSH), Contractor shall pay back a portion of the Start-Up Funds as follows: one sixth (1/6th) of the total Start-Up Funds will be forgiven for each year of service, rounded to the nearest half year of service. For example, if Contractor terminates service at the SRF/EBSH two years and ten months from the start date of the services, the amount to be forgiven shall be calculated as three years, inclusive of rounding the half year, and therefore 50% of the Start-Up Funds shall be due from Contractor to NLACRC within 10 business days from the last day of the performance of Contractor’s service at the SRF/EBSH. In addition, NLACRC may offset payments it otherwise owes to

Contractor under the Service Provider Agreement or otherwise against the sums owed by Contractor to NLACRC under this paragraph.

- 6.5** Center's right to repayment under Section 6.4 above is in addition to any other rights Center may have in law or equity, or under this Agreement, and in addition to the repayment rights Center has under Sections 14 below (entitled Termination).

7. FUNDING CONTINGENCY

- 7.1** Notwithstanding anything in this Agreement to the contrary, the validity of this Agreement (including Center's obligation to remit any Start-Up Funds to Contractor) is conditioned on Center's receipt of adequate funds from DDS to pay for the services described in this Agreement (the "**Funding Contingency**"). The Funding Contingency is a part of this Agreement because Center's annual funding agreement with DDS provides that such funding agreement is subject to the appropriation of funds by the Legislature, and that if such funds are not appropriated for any fiscal year into which such funding agreement extends, the funding agreement is of no force and effect. Center shall therefore have the right and option to terminate this Agreement without liability, and such termination shall be deemed a failure of the Funding Contingency, if (1) DDS for any reason fails to deliver funds to Center for any period covered by this Agreement or (2) Center receives funds from DDS for a period covered by this Agreement but Center determines that such funds are inadequate to pay for all of the vendor services and other expenses which Center expects to incur in such fiscal year, and therefore elects to fund other services rather than the services identified in this Agreement or (3) Center receives funds from DDS for a period covered by this Agreement and initially allocates a portion of such funds for the services in this Agreement, but thereafter elects to reallocate some or all of such DDS funds to fund services other than the services in this Agreement. When insufficient funds exist for Center to pay for all potential services to its Consumers, Center 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 Center believes are in the best interests of its Consumers. If there is a failure of the Funding Contingency, then (1) 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.

- 7.2** In addition to the above, if there are insufficient funds available from DDS to pay for all of Contractor services and other Community Placement Plan expenses which Center expects to incur in any fiscal year, as determined by Center in its sole and absolute discretion, Center shall have the option at any time, on 30 days notice to Contractor, to reduce the amount of services being provided under this Agreement. In such event, the parties will in good faith negotiate to attempt to agree on Contractor's new amount of compensation under the modified Agreement. If the parties are unable to agree on Contractor's new compensation for its reduced

services within such 30 day period, Center shall then either (1) terminate this contract, because of the failure of a Funding Contingency or (2) rescind its reduction of Contractor's services, in which event this Agreement shall continue in full force and effect without such reduction in services or compensation.

7.3 Notwithstanding anything in this Agreement the contrary, the payments to Contractor under this Agreement are subject to the any payment reduction that may be implemented by the California State Legislature, as such reduction may be further increased or reduced, and will remain in effect until withdrawn by the State of California.

7.4 Any notices by Center to Contractor under this Section shall be given in compliance with the procedures in WIC, Section 4710.

8. REPORTING AND MONITORING

8.1 Center shall be entitled to monitor Contractor's progress in the timely pursuit of the objectives of this Agreement, and Contractor shall promptly respond to all inquiries, and in all other ways cooperate and comply with Center's requests to that end.

8.2 Contractor shall agree to the following reporting requirements:

8.2.1 Submission of signed invoices and documentation as required in Section 4 (entitled Fiscal Provisions).

8.2.2 Submission of any other report(s) related to the implementation of the provisions of this Agreement, the Project Design or otherwise as requested by Center.

8.3 Contractor shall immediately notify Center if any part of the Proposal becomes inoperable or requires change. Contractor may submit a written request to Center for a change in the Proposal, but shall not implement any changes prior to written approval in accordance with this Agreement. Such request shall include, but not be limited to, a complete justification and description of how the change will affect the original Proposal and its intended outcome. Center reserves the right to approve or deny any requests for change based on the best interest of its Consumers as determined by Center.

8.4 Contractor agrees to permit access by 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 17 CCR, Subchapter 6 (Service Provider Accountability), Sections 50602 et seq.

9. AUDITS

9.1 DDS and NLACRC Audits

- 9.1.1** Contractor's books and records shall be open for audit by DDS, Center and any other authorized agency representative for five years from the date of Center's final payment under this Agreement. As part of any audit, or upon request, Contractor will permit 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. Notwithstanding the above, Contractor agrees to retain all 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.
- 9.1.2** Contractor agrees to utilize and be bound by the procedures in 17 CCR, Sections 50700, et seq. should Contractor elect to appeal any audit findings and/or recommendations.
- 9.1.3** Contractor shall accept financial liability for any audit findings and/or recommendations disclosed by audit and promptly repay amounts owed, unless timely appealed and while liquidation is stayed pursuant to 17 CCR, Section 50705.
- 9.1.4** Subject to the audit and inspection rights as described herein, Contractor shall maintain the confidentiality of Consumer records in accordance with the provisions of WIC, Sections 4514, 5328, and 14100.2. Contractor and all of its employees shall respect the confidentiality of all Consumer information they receive.

9.2 Contractor Reviews and Audits

- 9.2.1** This Section 9.2 shall only apply if all payments Contractor cumulatively receives from Center and other regional centers during each state fiscal year (while this Agreement is in effect) equals or exceeds Five Hundred Thousand Dollars (\$500,000).
- 9.2.2** Contractor shall, at Center's request and at Contractor's cost, cause an independent Certified Public Accountant to (1) annually audit or review Contractor's financial statements and (2) provide a copy of each annual audit results (the "**Audit Report**") or review results (the "**Review Report**") to Center of its financial statement for the entity's fiscal year that includes the last day of the most recent state fiscal year. If the cumulative payments Contractor receives for Center and all other Regional Centers is less than Two Million Dollars (\$2,000,000) in each state fiscal year, Contractor may conduct a review and provide a Review Report to Center rather than an

Audit Report; otherwise, Contractor shall conduct an audit and provide an Audit Report to Center.

- 9.2.3** If Contractor engages an independent Certified Public Accountant to review (but not audit) Contractor's financial statements, (1) the review shall, at minimum, comply with the provisions set forth in WIC, Section 4652.5(e) and (2) the Review Report shall, at minimum, comply with the provisions set forth in WIC, Section 4652.5(f).
- 9.2.4** Contractor shall complete the independent audit or review within nine (9) months after the end of Contractor's fiscal year and submit to Center pursuant to WIC, Section 4652.5(b).
- 9.2.5** In accordance with WIC, Section 4652.5(b), Contractor shall provide copies of the independent Audit Report or Review Report to Center within 30 days after completion of the audit or review. Contractor shall provide copies of the independent Audit Report or Review Report and accompanying management letters to Center no later than nine months after Contractor's fiscal year end date or calendar year end date, pursuant to WIC, Section 4652.5(b).
- 9.2.6** If Center believes that any issues identified in the Audit Report or Review Report have an impact on services Contractor provides to Center's Consumers, Center will so notify Contractor and provide Contractor with 30 days to resolve such issues. Contractor's failure to resolve such issues to Center's reasonable satisfaction within such 30 day period shall constitute a material breach of this Agreement. As a result of such breach, Center may, among its other remedies, terminate this Agreement.
- 9.2.7** If Center does not find any issues in Contractor's prior year Audit Report or Review Report, Contractor may apply, in writing, to Center for a two-year exemption from the independent Audit Report or Review Report.

10. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 10.1** To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless Center, DDS the State of California and their respective officers, directors, agents and employees (collectively, the "**Indemnitees**") from every claim, demand, loss, liability and expense (including but not limited to attorneys' fees) made or incurred by reason of:
 - 10.1.1** Any personal injury or property damage sustained by Contractor or any person or entity rendering any services under this Agreement on behalf of Contractor, either directly or indirectly, however caused; and
 - 10.1.2** Any personal injury or property damage sustained by any person, or entity, caused by or resulting from any act, neglect, default, or omissions of

Contractor or of any person, or entity performing any services in connection with this Agreement on behalf of Contractor; and

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

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

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

10.2 Contractor at its own expense and risk shall defend any action, legal proceeding, or arbitration or other mediation proceeding, that may be brought against the Indemnitees or any of them on any such claim or demand as set forth above. Contractor shall defend such matter by counsel reasonably satisfactory to Center. The Indemnitees need not have first paid any such claim in order to be so indemnified. Contractor shall also pay and satisfy any settlement, or any judgment which may be rendered against the Indemnitees or any of them arising from any injuries described in this Section 10, including but not limited to those claims and demands resulting from the negligence of the Indemnitees or any of them; provided, however, Contractor shall have no duty to indemnify any particular Indemnitee for those injuries caused to Contractor or a third party by the gross negligence of such Indemnitee.

10.3 The indemnity set forth in this Section 10 shall apply during the term of this Agreement and shall also survive the expiration, rescission or termination of this Agreement, until such time as action against the Indemnitees on account of any matter covered by such indemnity is barred by the applicable statute of limitations.

11. RELATIONSHIP OF THE PARTIES

Contractor, and the agents and employees of Contractor, in the performance of this Agreement shall act in an independent capacity and not as officers or employees or agents of Center or the State of California.

12. SEVERABILITY

If any provision of this Agreement shall be found 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.

13. FORCE MAJEURE

Unless expressly stated otherwise, both Center and Contractor shall be excused from performance hereunder during the time and to the extent that each is prevented from performing by acts of God, strike and/or other commandeering of resources by the government when evidence thereof is presented to the other party.

14. TERMINATION

14.1 Notwithstanding anything in this Agreement to the contrary, Center has the right to immediately terminate this Agreement, and no payment shall be due to Contractor, if (i) Contractor fails to submit either its Proposal (including a description of the project, and both a start-up budget and a Cost Statement), or its Program Design to Center, all in form and content satisfactory to Center, by the applicable deadlines set forth in Paragraphs 3.1 and 3.3 of this Agreement, (ii) Center notifies Contractor of the failure of submission or deficiency in the submission and (iii) Contractor fails to cure the failure or deficiency to Center's satisfaction within 10 days after Center's delivery of notice to Contractor. If Center terminates this Agreement pursuant to this Section, neither party shall have any further rights or obligations to each other concerning the matters covered by this Agreement, except that if Contractor has received any Start-Up Funds before Center terminates this Agreement, Contractor shall return such Start-Up Funds to Center within 10 days of request.

14.2 Center may also terminate this Agreement upon written notice and be relieved of the payment of any consideration to Contractor should Contractor fail to perform any other covenants herein contained at the time and in the manner herein provided.

15. COMPLIANCE WITH LAWS

15.1 Compliance with Applicable Laws. Contractor shall at all times comply with all applicable Federal and State statutes and regulations and CPP Guidelines in connection with its performance of services under this Agreement, including but not limited to (i) any and all applicable provisions in the Code of Federal Regulations and (ii) the following provisions from 17 CCR: (a) Chapter 1 (General Provisions), Subchapter 6 (Service Provider Accountability), Sections 50601 to 50612; (b) Chapter 1 (General Provisions), Subchapter 7 (Fiscal Audit Appeals), Sections 50700 to 50767; (c) Chapter 3 (Community Services), Subchapter 2 (Vendorization), Section 54302 (Definitions), Section 54326 (General Requirements for Vendors and Regional Centers); and (d) Chapter 3 (Community Services), Subchapter 2 (Vendorization), Section 54327 (Special Incident Reporting Requirements). Contractor represents and warrants that it has reviewed and is familiar with all applicable Federal and State statutes and regulations and the CPP Guidelines, including but not limited to all applicable provisions in (1) WIC, Sections 4500 et seq. (the Lanterman Developmental Disabilities Services Act) and (2) the regulations promulgated thereunder (e.g., Division 2 of 17 CCR [entitled,

“Health and Welfare Agency - DDS Regulations”], Sections 50201 et seq. and the applicable provisions in Title 22 of the California Code of Regulations). Contractor further represents that it is in possession of a copy of such statutes, regulations and CPP Guidelines. The terms of this Agreement shall not be construed to excuse Contractor’s compliance with all applicable existing statutes, regulations and guidelines.

- 15.2** HIPAA. Both parties shall at all times comply with the mandatory provisions of the HIPAA Privacy Rule (Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A & E). Contractor and Center shall also be bound by the Business Associate Agreement (“BAA”) entered into between the parties; such BAA is published on Center’s website and is incorporated herein by this reference as if directly signed by each party. The following is a hyperlink to the BAA, which is located on <http://www.nlacrc.org/modules/showdocument.aspx?documentid=3489> .
- 15.3** Applicant/Vendor Disclosure Statement, DS 1891 Form. Contractor represents and warrants that Contractor has completed and signed the State Department of Health and Human Service’s Applicant/Vendor Disclosure Statement (“DS 1891 Form”) and submitted such form to Center. Contractor shall submit a new signed and dated DS 1891 Form to Center within thirty (30) days of any change in the information previously submitted pursuant to this paragraph or upon written request by Center for such information.
- 15.4** HCBS Provider Agreement. Contractor represents and warrants that Contractor has signed the State Department of Health and Human Services’ Home and Community Based-Services Provider Agreement and submitted such Form to Center.
- 15.5** Vendor Application. Contractor represents and warrants that Contractor has signed the State Department of Health and Human Services Agency’s Vendor Application Form (DS 1890) and submitted such form to Center.
- 15.6** Amendments by Law. Any provision of this Agreement in conflict with statutes or regulations is hereby amended to conform to the provisions of these statutes and regulations. Such amendment of the Agreement shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties. Center shall endeavor in good faith to notify Contractor upon gaining notice of any amendment or new law which would affect this Agreement.
- 15.7** Internal Procedure to Resolve Consumer Grievances. Contractor shall maintain and annually review a written internal procedure to resolve Consumer grievances pursuant to WIC, Section 4705 and 17 CCR, Section 50608(e).
- 15.8** Website Link to DDS Consumer Complaint Process. This Paragraph 15.8 shall only apply if Contractor has a website. In accordance with WIC, Section 4704.6,

Contractor shall conspicuously post on its Internet Website a hyperlink to the DDS Internet Website page at <https://www.dds.ca.gov/general/appeals-complaints-comments/regional-center-or-vendor-contractor-whistleblower-complaints/>; and DDS's contact information at <https://www.dds.ca.gov/general/contact-us/> .

16. DRUG-FREE WORKPLACE POLICY

Contractor shall at all times comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Sections 8350 et seq.). A copy of Center's Drug Free Workplace Policy is published on Center's website and is incorporated herein by this reference. The hyperlink to the Policy is:

<http://www.nlacrc.org/modules/showdocument.aspx?documentid=3428> .

17. ZERO TOLERANCE POLICY

Contractor shall at all times comply with Center's Zero Tolerance Policy; such Policy is published on Center's website and is incorporated herein by this reference. The hyperlink to the Policy is: <http://www.nlacrc.org/modules/showdocument.aspx?documentid=2322> .

18. COOPERATION

Contractor shall at all times fully cooperate with Center to effectuate the purposes of this Agreement. Thus, for example, Contractor will return as soon as possible all documents submitted by Center which may be required by state or federal laws or regulations.

19. PROTECTION OF INTEREST

If during the term of this Agreement Contractor is contemplating entering into other agreements or service commitments, which may impact the Program Design or provision of services described herein, Contractor agrees to advise Center in writing prior to undertaking such commitment.

20. NOTICES

All notices, requests, consents, demands and other communications required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given or served for all purposes if delivered (1) personally, (2) by a nationally recognized overnight carrier (e.g., FedEx) or (3) deposited in the U.S. mail by certified or registered mail, return receipt requested (provided, however, all notices under WIC, Section 4710 must be sent by certified mail), to the following addresses:

If to “Contractor”:

Vendor Name
c/o Contact Name, Title
Vendor Mailing Street Address
Vendor Mailing City, State Zip

If to “Center”:

North Los Angeles County Regional Center
c/o Ruth Janka, Executive Director
Contract&Compliance@nlacrc.org
9200 Oakdale Avenue, Suite 100
Chatsworth, CA 91311

21. WAIVER

No waiver of a breach of any provision of this Agreement by Center shall constitute a waiver of any other breach of such provision. Failure of Center to enforce at any time, or from time to time, any provisions of this Agreement shall not be construed as a waiver thereof. 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 obligation in this Agreement. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

22. ATTORNEYS’ FEES ON BREACH; VENUE

In any dispute arising from this Agreement, the prevailing party therein shall be entitled to reasonable attorneys’ fees to be awarded as part of its costs from the non-prevailing party. In the event of litigation arising from this Agreement, the venue for resolution of such litigation shall be Los Angeles County.

23. JOINT AND SEVERAL LIABILITY

If Contractor consists of multiple individuals and/or entities, each such individual and entity shall be jointly and severally liable for all of Contractor’s obligations under the Agreement.

24. INTEGRATED AGREEMENT; NO TERMS NOT INCLUDED; CONFLICTING PROVISIONS

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

25. THE CENTER’S MODIFICATIONS TO HYPERLINKED DOCUMENTS.

As noted elsewhere in this Agreement, the following agreements and policies which are cited in this Agreement are hyperlinked to Center’s website, and are incorporated into this Agreement by reference: (i) the Business Associate Agreement; (ii) Center’s Zero Tolerance Policy; and (iii) Center’s Drug-Free Workplace Policy (collectively, the “**Referenced Agreements**”) Center reserves the right to make periodic amendments to the Referenced Agreements, and such amendments shall be posted to Center’s website, along with a redlined document or other information highlighting the applicable amendment. Center shall also endeavor to notify Contractor (such as by email) of amendments to any Referenced Agreement within 10 days after Center posts such amendments on its website. Further, Contractor is responsible for regularly monitoring Center’s website, and Center’s posting of any amended Referenced Agreement on its website shall constitute notice to Contractor of such amendment. Center and Contractor agree be bound to the terms of any amended Referenced Agreements posted by Center unless, within 60 days from the date such amended Referenced Agreements is posted to the website, Contractor provides written notice of objection to Center. If Center and Contractor are unable to resolve Contractor’s objection(s) to the applicable amended Referenced Agreement, Center reserves the right to terminate this Agreement and any related service agreements between the parties.

26. AUTHORIZED REPRESENTATIVES; COUNTERPARTS; DELIVERY

Each party represents that the party signing below is an authorized representative of such party and has the authority to bind such party to this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall be considered a single instrument. Signed copies of this Agreement delivered and received by facsimile or as a PDF attachment to an email shall be deemed the same as originals.

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

“Contractor”:

Vendor Name, entity type

By: _____
Name, Title

“Center”:

North Los Angeles County Regional Center, Inc.,
a California nonprofit corporation

By: _____ **VOID**
_____, Executive Director

Attachments:

- A – Proposal
- B – Program Design
- C – Start-up Payment Agreement

**Attachment A to
SERVICE DEVELOPMENT AGREEMENT
Vendor Name
Vendor Number [insert], Service Code 999**

Term of Agreement:	Month DD, CCYY through Month DD, CCYY.
Project:	The development of [project description]

PROPOSAL

APPROVED PROPOSAL
(AS STATED IN PARAGRAPH 3.1 OF THIS AGREEMENT)
TO BE ATTACHED HERE

Draft

**Attachment B to
SERVICE DEVELOPMENT AGREEMENT
Vendor Name
Vendor Number [insert], Service Code 999**

Term of Agreement:	Month DD, CCYY through Month DD, CCYY.
Project:	The development of [project description]

PROGRAM DESIGN

PROGRAM DESIGN
(AS STATED IN PARAGRAPH 3.3 OF THIS AGREEMENT)
TO BE ATTACHED HERE

Draft

**Attachment C to
SERVICE DEVELOPMENT AGREEMENT
Vendor Name
Vendor Number [insert], Service Code 999**

START-UP PAYMENT AGREEMENT

This Payment Agreement, dated for reference purposes as of **November 30, 2020**, is entered into by and between North Los Angeles County Regional Center, Inc., a California nonprofit corporation (“**Center**” or “**NLACRC**”), and [Vendor Name], [entity type, ex: a California corporation, a limited liability company, an individual] (“**Contractor**”), in accordance with the following facts:

- A. Center and Contractor have entered into a Service Development Agreement dated **November 30, 2020** (the “**Agreement**”), by which Contractor is developing [project description] to provide services to various individuals within Center’s catchment area. This Payment Agreement is part of the Agreement.

NOW, THEREFORE, based on the facts set forth above, CENTER and CONTRACTOR further agree as follows:

1. Maximum Available Funding. Center has made available funds from its budget from fiscal year ending 2021 in the amount of \$ XXX,XXX.00, subject to the terms of the Agreement.
2. Performance Milestones. Center shall compensate Contractor subject to its achievement and timely implementation of (i) the activities and requirements of all items identified in its Proposal (Attachment “A” to the Agreement), and (ii) the NUMBER (#) Performance Milestones established below. Contractor must complete all such activities, and all Start-Up Funds must be claimed by the Contractor, by not later than MONTH DD, CCYY.

Contractor:	
Vendor #:	Service Code: 999
Term of the Agreement:	MONTH DD, YYYY through MONTH DD, YYYY.
Maximum Available Funding:	\$XXX,XXX.00
Project:	The development of [project description]

-No Further Text on this Page-

No.	Description of Performance Milestones	The Amount indicated shall be paid upon:	Amount of funds allocated and payable to Contractor upon completion of each Performance Milestone. Up to:
1			\$TBD
2			\$TBD
3			\$TBD
TOTAL MAXIMUM ALLOCATED:			\$TBD

3. Disbursement and Repayment. Center reserves the right to withhold all or part of any payment on invoices submitted until it receives acceptable documentation. Within 30 days after its commencement of continuing care services, the Contractor shall provide invoices and other evidence of all start-up costs to Center. If Contractor’s actual start-up costs do not support the awarded amount, Center shall have the right to require immediate repayment of any excess Start-Up Funds which have been disbursed under this Agreement, in which case Contractor shall repay all such excess funds to Center within ten (10) business days following receipt of a demand.
4. Termination. This Payment Agreement shall automatically terminate on the termination of the Agreement.
5. Miscellaneous. If any inconsistencies exist between the Agreement and this Payment Agreement, the provisions that most broadly protect Center and the Consumers shall prevail. Defined terms herein have the same meaning as in the Agreement.
6. Counterparts; Delivery. This Payment Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall constitute a single instrument. Signed copies of this instrument delivered by facsimile or electronically in PDF (or similar format) shall be deemed the same as originals.

“Contractor”:

Vendor Name, entity type

By: _____
Name, Title

“Center”:

North Los Angeles County Regional Center, Inc.,
a California nonprofit corporation

By: _____ **VOID**
_____, Executive Director