



**REGIONAL CENTER OF ORANGE COUNTY
BOARD OF DIRECTORS' MEETING
AGENDA**

**Date: Thursday, January 9, 2025
Time: 6:00 p.m.**

Location: RCOC Board Room, 1525 Tustin Avenue, Santa Ana, California 92705

I.	Closed Session (Board Members Only)		
	A.	W&I Code §4663 and §4664	Greg Simonian, Esq.
		1. Pending Litigation, WIC 4663(a)(5) and WIC 4664(a)	
II.	Recess		
III.	General Session		
	A.	Pledge of Allegiance/Reading of RCOC's Mission and Vision Statement	Sandy Martin
	B.	Community Forum for Agenda Items Only***	Sandy Martin
	C.	Budget and Finance Committee	Jacqueline Nguyen
	D.	Consent Calendar*	Sandy Martin
		1. Approval of Board of Directors' Minutes for November 7, 2024** 2. Approval of Amended and Restated Contract of Employment with Executive Director** 3. Budget and Finance Committee** a. Approval of Monthly Sufficiency of Allocation Report, October 2024** b. Approval of Monthly Sufficiency of Allocation Report, November 2024** c. Approval of Budget Amendment D-4, Fiscal Year 2022-23 d. Approval of Budget Amendment	
	E.	Executive Director's Report	Larry Landauer
		1. Recognition of Persons' Served Employment Longevity 2. Approval for Request for Waiver of Potential Conflicts of Interest and Conflict Resolution Plan for Denise Vazquez, Service Coordinator** 3. Approval of Property Renovation Agreements with Non-Profit Housing Corporation, Brilliant Corners, for Development of Two (2) Enhanced Behavioral Supports Homes (CRDP Project Nos. 2324-10/2425-2 and 2324-11/2425-3)** 4. Operations Report – October 2024** 5. Operations Report – November 2024** 6. Performance Contract Report – October 2024** 7. Performance Contract Report – November 2024** 8. Person-Centered Thinking (PCT) Update 9. Employment Update 10. Housing Update 11. Health and Wellness Update	Jack Stanton Jennifer Montanez Arturo Cazares Jack Stanton Bonnie Ivers
	F.	Executive Committee	Sandy Martin

	G.	Board Recruitment and Training Committee**	Sandy Martin
		1. Approval of Board Membership for Lorena Medina for a One - Year Term Commencing February 1, 2025 and Ending January 31, 2026** 2. Approval of Board Membership for Liza Krassner for a One - Year Term Commencing March 1, 2025 and Ending February 28, 2026** 3. Approval of Board Membership for Amy Jessee for a One - Year Term Commencing March 1, 2025 and Ending February 28, 2026**	
	H.	Policies and Outcomes Committee	Meena Chockalingam
	I.	Vendor Advisory Committee**	Rick Perez
	J.	Peer Advisory Committee	Yvonne Kluttz
	K.	Legislative and Community Awareness Committee	Bruce Hall
	L.	ARCA Report	Sandy Martin
	M.	Community Forum***	Sandy Martin
	N.	Chairperson's Report	Sandy Martin
	O.	2023 Performance Contract Objectives Outcomes Review	Jack Stanton Arturo Cazares
IV.		Adjournment	Sandy Martin

**All items on the Consent Calendar will be approved by one motion, and there will be no discussion on individual items unless a Board member or a member of the public requests that a specific item be pulled from the Consent Calendar for separate discussion and possible action.*

***Attachments for Board members in Board packet.*

****This is an opportunity for public comments. Each person is limited to a maximum of three minutes.*

**Regional Center of Orange County
Board of Directors' Meeting Minutes
November 7, 2024**

Board Members Present: Sandy Martin, Chairperson
(Members in-person, unless otherwise noted) Marcell Bassett
Meena Chockalingam
Bruce Hall
Frances Hernandez (*joined virtually*)
Chinh Nguyen
Jacqueline Nguyen (*joined virtually*)
Hilda Mendez
Fernando Peña

Board Members Absent: Yvonne Kluttz
Rick Perez

Corporate Counsel Present: Greg Simonian, Esq.

Ms. Sandy Martin called the meeting to order at 6:03 p.m.

I. General Session

A. Pledge of Allegiance/Reading of RCOC's Mission and Vision Statement

Mr. Fernando Peña led attendees in a recitation of the Pledge of Allegiance.
Mr. Marcell Bassett read RCOC's Mission and Vision Statement.

B. Community Forum for Agenda Items Only

There were no speakers for community forum.

C. Budget and Finance Committee

Ms. Jacqueline Nguyen reported that the Committee approved and recommended for approval all of its items on the consent calendar.

D. Consent Calendar

1. Approval of Board of Directors' Minutes for September 5, 2024
2. Budget and Finance Committee
 - a. Approval of Monthly Sufficiency of Allocation Report, August 2024
 - b. Approval of Monthly Sufficiency of Allocation Report, September 2024
 - c. If Proposition 32 Does Not Pass - Approval of Publicly Available Pay Schedule as Required by CalPERS, Effective December 23, 2024

- d. If Proposition 32 Passes - Approval of Publicly Available Pay Schedule as Required by CalPERS, Effective December 23, 2024

M/S/C to approve the consent calendar, as presented

E. Executive Director's Report

1. Recognition of Persons' Served Employment Longevity

The Board of Directors honored five persons served who have worked for the same employer for 21 or more years with a Certificate of Recognition.

2. Approval of Request for Waiver of Potential Conflict of Interest and Conflict Resolution Plan for Victor Herrera, Service Coordinator

M/S/C to approve the Request for Waiver of Potential Conflict of Interest and Conflict Resolution Plan for Victor Herrera, Service Coordinator, as presented

3. Approval of Request for Waiver of Potential Conflict of Interest and Conflict Resolution Plan for Jeanette Ruiz, Foster Family Care Coordinator

M/S/C to approve the Request for Waiver of Potential Conflict of Interest and Conflict Resolution Plan for Jeanette Ruiz, Foster Family Care Coordinator, as presented

Mr. Larry Landauer gave his Executive Director's Report, which included the following highlights:

- *California Assembly Bill 1147 (AB 1147)*. Mr. Landauer reported that Assembly Bill 1147, Disability Equity, Transparency, and Accountability Act of 2024 passed and was signed by Governor Gavin Newsom. This bill makes various changes to the Lanterman Act including increased oversight of regional center operations and performance. It will make regional centers subject to requirements of the California Public Records Act beginning January 1, 2026. Notwithstanding any other law, the bill would require access to records regarding an applicant for, or recipient of, services to be provided, upon request, to the applicant, recipient, or their authorized representative, as specified, unless expressly prohibited by law. The bill will also prohibit a regional center employee from accepting gifts over \$15 per year from specified entities and would require each regional center to establish a policy prohibiting regional center senior staff from hiring relatives at the center or any ancillary foundation and organization.
- *Master Plan for Developmental Services*. Mr. Landauer reported that the California Health and Human Services Agency (CHHSA) workgroup for the Master Plan for Developmental Services met on October 11, 2024 and on November 6, 2024. For more information, visit: <https://www.chhs.ca.gov/home/master-plan-for-developmental-services/>.

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- *Service Provider Directory.* Mr. Landauer stated that Department of Developmental Services (DDS) continues to gather data for the Provider Directory. The online portal will provide accurate information about service providers, statewide, for the first time. Participation in the Provider Directory is the only Quality Incentive Program (QIP) measure to be used in fiscal years 2024-25 and 2025-26 for establishing whether a provider will receive the ten percent quality incentive portion of the rate model for its service(s).
- *Quality Incentive Program (QIP).* Mr. Landauer reported that the QIP is designed to improve outcomes for individuals served, service provider performance, and the quality of services. Participating service providers that meet or exceed quality measures developed by DDS and based on input from stakeholders, are eligible for incentive payments. The QIP Stakeholder Workgroup helped determine six areas of focus for (1) Prevention and Wellness, (2) Employment, (3) Early Intervention, (4) Workforce Capacity, (5) Service Access, and (6) Informed Choice and Satisfaction. Each focus area has one or more quality measure(s) tied to specific desired outcomes.
- *Statewide News.* Mr. Landauer reported that the Association of Regional Center Agencies (ARCA) held its in-person Academy Training for Regional Center Board members on September 6-7, 2024 at Inland Regional Center (IRC).
- *Purchase of Service (POS) Expenditures for Fiscal Year 2023-24.* Mr. Landauer reported that there is a projected surplus statewide.
- *Person Centered Thinking (PCT).* Ms. Jennifer Montanez reported that RCOC presented its case management staff with the *No Abbreviation November Challenge*. Staff is encouraged to refrain from using abbreviations and acronyms in both written and verbal communication in effort to shift our culture toward a more person-centered approach. We believe this will increase effective communication with our individuals served, their families and the entire community.

Ms. Montanez also reported that RCOC plans to provide PCT trainings for parents in English and Spanish beginning in 2025. Once confirmed, the training dates will be posted to the event calendar on RCOC's website.

- *Employment.* In Mr. Arturo Cazares' absence, Ms. Anita Kwon, RCOC's Employment and Day Services Manager, reported that everyone is excited about the new Project SEARCH program at Kaiser Permanente in Irvine, scheduled to begin January 13, 2025. The first program cohort is expected to launch with six to eight individuals served.

Ms. Kwon also reported that RCOC is finalizing the vendorization process for four service providers to begin the new employment pilot program titled Coordinated Career Pathways (CCP). The CCP program includes two separate services: Career Pathway Navigator and Customized Employment Specialist, and was specifically developed for individuals who have worked in the past, or are currently working in, subminimum wage settings, or will transition from school district services within the next two years.

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- *Housing.* Mr. Jack Stanton reported that two Enhanced Behavioral Support Homes (EBSHs) are close to completion and will be available early next year 2025. A third EBSH home is in the demolition stage awaiting approval of city permits.

Mr. Stanton also reported that DDS approved RCOC's Community Resource Development Plan for fiscal year 2025. Under this plan, RCOC was awarded three projects, which include a Children's Specialized Residential Facility that RCOC will provide a startup award to compensate the provider for obtaining and renovating the home. Second project will include an EBSH home with availability anticipated in early 2025. The third project will provide startup funds for a higher-level Behavioral Respite Program to deliver supports to individuals residing in their family homes.

Mr. Stanton stated that the City of Anaheim is currently drafting its five-year Housing Master Plan. For this reason, RCOC is currently working with other community organizations to persuade the city to include language in its Master Plan that would provide housing opportunities for people with intellectual and developmental disabilities. The community organizations are working to put together a letter of support for the City of Anaheim to include individuals with disabilities as part of its Master Plan.

- *Legislative and Community Awareness (LCA).* Mr. Landauer reported that the Irvine Barclay Theatre will present a Sensory-Friendly performance of the Nutcracker Ballet for RCOC's persons served on December 6, 2024. For more information, visit the events calendar on RCOC's website at www.rcocdd.com.

On November 14, 2024, RCOC will host an online Transition Planning Workshop for families and individuals with disabilities on developing a personalized Life Care Portfolio. The online session will focus on the electronic version of the Life Care Portfolio to assist families in identifying documents and information needed to support a loved one's care in an accessible and convenient location. To register for the workshop, visit the events calendar on RCOC's website at www.rcocdd.com.

Mr. Landauer also reported that RCOC participated in a six-part training series hosted by the Center of Autism and Neurodevelopmental Disorders for the Spanish speaking community. RCOC staff presented on Early Start, Provisional Eligibility and Lanterman Services.

Mr. Landauer stated that RCOC also held a workshop on Personal Assistance in Spanish on September 10, 2024.

Mr. Arturo Cazares along with Dr. Peter Himber, RCOC's Medical Director and Ms. Rachel Khorana, RCOC's Intake Area Manager, hosted a presentation on RCOC's Eligibility and Services on October 1, 2024.

An *Ask the OC Experts* workshop on Project SEARCH was held on October 10, 2024, and a Transition Planning Workshop on CalABLE on October 16, 2024.

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- *Health and Wellness.* Dr. Bonnie Ivers, RCOC's Clinical Director reported that RCOC's Health Resources Group (HRG), works with service coordination to present services that provide optimal choices while taking into account what an individual needs to ensure health and wellness. HRG's efforts also include providing trainings to community organizations, companies and families on how to better support individuals with developmental disabilities. Outreach efforts include trainings for families and community organizations on behavior management and crisis intervention, as well as trainings at local hospitals on best practices for transitioning an individual from a hospital environment back to a family home environment and creating a discharge plan designed to meet the individual's specific health needs.
- *RCOC News.* Mr. Landauer reported that he and his staff continue to work with the Hispanic families group to address their concerns. The group last met on September 25, 2024 and scheduled its next meeting for December 4, 2024.

Mr. Landauer also reported that the Office of Clients' Rights Advocacy (OCRA) held an open house for individuals served and their families at RCOC's West Office in Cypress on October 3, 2024.

Mr. Landauer stated that he and Ms. Montanez met with the Special Education Local Plan Area (SELPA) Directors on October 11, 2024.

- *Self-Determination Program (SDP).* Mr. Landauer reported that the SDP Local Volunteer Advisory Committee met on September 30, 2024 and the next meeting is scheduled for November 18, 2024.

F. Executive Committee

Ms. Sandy Martin reported that the Committee met on September 9, 2024 and October 21, 2024. The next meeting is scheduled for November 18, 2024.

G. Board Recruitment and Training Committee

Ms. Martin reported that the Committee met on September 9, 2024 and reviewed the Board composition, upcoming retreat and training topics.

Ms. Martin also reported that the Board held a training October 3, 2024, on RCOC's Generic Resources.

The next Committee meeting is scheduled for November 12, 2024.

H. Policies and Outcomes Committee

Ms. Meena Chockalingam reported that the Committee met on October 21, 2024, and reviewed the Conflict of Interest Policy, and the Zero Tolerance Policy Regarding Abuse and Neglect of Those We Serve. The Committee did not recommended revisions to either of the two policies.

1. Conflict of Interest Policy

The Committee did not recommend any revisions to the Conflict of Interest Policy.

2. Zero Tolerance Policy Regarding Abuse and Neglect of Those We Serve

The Committee did not recommend any revisions to the Zero Tolerance Policy Regarding Abuse and Neglect of Those We Serve.

3. Approval of Proposed Policy to Mitigate Conflicts for Delegated Conservatorships

Ms. Christina Petteruto, RCOC's General Counsel, reported that the Committee also considered and approved the proposed Policy to Mitigate Conflicts for Delegated Conservatorships. Ms. Petteruto stated that Delegated conservatorships are authorized by California Health and Safety (H&S) Code Section 416.19. They occur when the Director of DDS is appointed as an individual's conservator and the day-to-day conservatorship authority is delegated to the regional center serving the conservatee. Effective January 1, 2023, H&S Code Section 416.19 was amended to require that DDS issue guidelines to mitigate conflicts that may arise when a regional center is the delegated conservator, while at the same time is responsible for providing service coordination for the conservatee. DDS issued Guidelines to Mitigate Conflicts for Delegated Conservatorships on July 31, 2024 (Guidelines). The Guidelines require that each regional center adopt a board-approved policy specifying how the regional center will carry out its delegated conservatorship responsibilities consistent with the Guidelines. RCOC's proposed policy provides that delegated conservatorship functions shall be separated from regional center service coordination functions, and that a Conservatorship Monitor shall be assigned to carry out the delegated conservatorship responsibilities. The proposed policy includes qualifications, responsibilities, and training requirements for Conservatorship Monitors.

M/S/C to approve the Proposed Policy to Mitigate Conflicts for Delegated Conservatorships, as presented

The next Committee meeting is scheduled for February 18, 2025.

I. Vendor Advisory Committee

In Mr. Rick Perez's absence, Mr. Landauer reported that the Committee met on October 8, 2024, the next Committee meeting is scheduled for November 12, 2024.

J. Peer Advisory Committee

In Ms. Yvonne Kluttz's absence, Mr. Landauer reported that the Committee met on September 18, 2024 and viewed a presentation from Get Safe staff on the Importance of Self-Advocacy.

The next Committee meeting is scheduled for January 15, 2025.

K. Legislative and Community Awareness Report

Mr. Bruce Hall reported that the Committee met on October 8, 2024. The Committee received updates on media outreach and holiday events, including RCOC's Wish Tree Program and the Sensory-Friendly Nutcracker Ballet presented by the Irvine Barclay Theatre on December 6, 2024. The Committee also received legislative updates, information on DDS' new Direct Support Professionals (DSP) Internship Program and RCOC's parent workshops on service policies and personal assistance.

The next Committee meeting is scheduled for January 14, 2025.

L. ARCA Report

Ms. Martin reported that the Association of Regional Center Agencies (ARCA) presented an Academy training for Board of members on Board Development and Leadership on September 7, 2024 hosted by Inland Regional Center.

ARCA's Board of Directors met on October 17, 2024 in San Diego and the next meeting is scheduled for January 2025 in Sacramento.

M. Community Forum

There were no speakers for community forum.

N. Chairperson's Report

Ms. Martin again acknowledged and congratulated the five persons served recognized tonight who have worked for the same employer for 21 or more years. Ms. Martin also wished everyone a happy holiday season.

Ms. Martin reported that the next RCOC Board of Directors' meeting is scheduled for January 9, 2025.

II. Adjournment

Ms. Martin adjourned the meeting at 7:08 p.m.

Yvonne Kluttz, Secretary

Recorder: Sandra Lomeli

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: January 9, 2025
TO: Board of Directors
FROM: Sandy Martin
Chair, Board of Directors

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: Approval of Amended and Restated Contract of Employment with Executive Director

BACKGROUND:

Pursuant to Section 2.01 of RCOC's Bylaws, the Board of Directors shall fix the compensation of the Executive Director and annually review the performance of the Executive Director.

REASON FOR CURRENT ITEM:

The Board completed Executive Director Larry Landauer's annual performance evaluation in closed session at the November 7, 2024 Board meeting, and directed changes to the Executive Director's compensation as reflected in the attached Amended and Restated Contract of Employment.

FISCAL IMPACT:

The Amended and Restated Contract of Employment increases the Executive Director's annual salary to \$303,347.00.

RECOMMENDATIONS:

That the Board approve the Amended and Restated Contract of Employment as presented.

REGIONAL CENTER OF ORANGE COUNTY
EXECUTIVE DIRECTOR
AMENDED AND RESTATED CONTRACT OF EMPLOYMENT

THIS AMENDED AND RESTATED CONTRACT OF EMPLOYMENT ("Amended Contract") is made and entered into, to be effective this 9th day of January 2025, by and between the REGIONAL CENTER OF ORANGE COUNTY, a California nonprofit public benefit corporation (hereinafter referred to as "RCOC") and LARRY LANDAUER, an individual (hereinafter referred to as "EXECUTIVE DIRECTOR").

RECITALS

WHEREAS, EXECUTIVE DIRECTOR was first hired to serve as Executive Director of RCOC effective April 10, 2009; and,

WHEREAS, at a duly held meeting on November 7, 2024, following completion of the EXECUTIVE DIRECTOR'S annual performance evaluation, the RCOC Board of Directors voted to amend the EXECUTIVE DIRECTOR'S employment contract and authorized the Board Chairperson to sign the Amended Contract on behalf of RCOC; and,

WHEREAS, EXECUTIVE DIRECTOR and RCOC desire to restate in one document the terms of the Amended Contract.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. RCOC hereby employs LARRY LANDAUER to serve as EXECUTIVE DIRECTOR for the Regional Center of Orange County, effective April 10, 2009. LARRY LANDAUER shall perform the duties of EXECUTIVE DIRECTOR as prescribed by the laws of the State of California and by the rules, regulations, decisions, and directions of the Board of Directors of the Regional Center of Orange County (hereinafter referred to as "Board").

2. During the period of this Amended Contract, EXECUTIVE DIRECTOR agrees that he shall devote his time, skills, labor, and attention to said employment. At no time may EXECUTIVE DIRECTOR undertake outside activities for consideration, including, but not limited to, consultant

work, speaking engagements, writing, lecturing, or other similar professional activities for consideration without prior approval of the Executive Committee of the Board.

3. RCOC shall pay EXECUTIVE DIRECTOR a salary at the annual rate of Three Hundred Three Thousand Three Hundred Forty-Seven Dollars (\$303,347), effective January 9, 2025.

4. The Executive Committee of the Board shall review the EXECUTIVE DIRECTOR's performance in approximately October/November of each year, commencing in October/November 2025. Subject to the EXECUTIVE DIRECTOR's consent and concurrent with his performance review, the Executive Committee of the Board may recommend to the Board adjustments to the compensation, benefits and/or other terms and conditions of the EXECUTIVE DIRECTOR's employment. The Executive Committee of the Board may recommend to the Board a merit-based performance bonus at such time(s) and in such amount(s) as it determines to be appropriate to financially compensate EXECUTIVE DIRECTOR for extraordinary performance.

5. EXECUTIVE DIRECTOR shall not receive any additional compensation, including, but not limited to, salary, bonus, one-time payment, cost of living adjustment, deferred compensation, or retirement contributions, without the approval of the Board and a written amendment to this Contract of Employment approved by the Board.

6. RCOC shall reimburse EXECUTIVE DIRECTOR for all reasonable and necessary expenses incurred for RCOC business. The reimbursement shall be in accordance with the criteria established by the RCOC.

7. This Amended Contract shall be effective upon full execution by the parties and approval of the Board on January 9, 2025, and shall continue in full force and effect until terminated as provided in this Amended Contract by either party.

8. Either party may terminate this Amended Contract at any time for any reason following no less than thirty (30) thirty days' advance written notice provided to the other party.

9. The terms and conditions of EXECUTIVE DIRECTOR's employment, including additional employment benefits for the EXECUTIVE DIRECTOR not specifically provided for in this Amended Contract, shall be governed by the Personnel Policies applicable to employees of RCOC, as amended from time to time, to the extent not inconsistent with the provisions of this Contract of Employment. In the event of any such inconsistency or conflict, the provisions of this Contract of Employment shall govern.

10. This Amended Contract supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of EXECUTIVE DIRECTOR by RCOC, and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Amended Contract acknowledges that no representation, inducement, promise or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Amended Contract shall be valid or binding on either party.

11. Any modification of this Amended Contract will be effective only if it is in writing and signed by the parties.

12. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Amended Contract by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Amended Contract as of the date first written above.

REGIONAL CENTER OF ORANGE COUNTY, a California nonprofit public benefit corporation

EXECUTIVE DIRECTOR,
an individual

By: Signed by: Sandra D. Martin
62CA3789421F490...
SANDRA D. MARTIN,
Chairperson

By: DocuSigned by: Larry Landauer
E3981964CF7A43C...
LARRY LANDAUER

ATTEST:

By: DocuSigned by: Sandra Lomeli
41AE306E3E63479...
SANDRA LOMELI,
Clerk to the Board of Directors

**Regional Center of Orange County
Budget & Finance Committee
Meeting Minutes
November 7, 2024**

Committee Members Present: Jacqueline Nguyen, Chair (*joined virtually*)
Marcell Bassett (*arrived at 4:08 p.m.*)
Bruce Hall
Sandy Martin
Fernando Peña

Board Counsel Present: Greg E. Simonian

RCOC Staff Present: Larry Landauer, Executive Director
Liliana Castillo, Accounting Manager - Vendorization
Nancy Franco, Accounting Manager - OPS
Jennifer Montanez, Director of Case Management
Christina Petteruto, General Counsel
Julie Rodriguez, Accounting Supervisor
Marta Vasquez, Chief Financial Officer
Stacy Wong, HR Director

The meeting was called to order at 4:05 p.m.

1. Approval of Monthly Sufficiency of Allocation Report (SOAR), August and September 2024

Ms. Vasquez reported that RCOC received the planning allocation for fiscal year 2024-25, and will submit the Sufficiency of Allocation Report (SOAR) to the Department of Developmental Services (DDS) on December 10, 2024.

Ms. Vasquez also reported that effective January 1, 2025, most provider rates will increase due to the implementation of the final phase of the Rate Models (an additional 15% of the difference between the rate calculated by Burns and Associates and the rate as of March 31, 2022 along with 10% in quality incentives). The final phase of the Rate Models will also include adjustment for minimum wage increases. Some vendors not included in the Rate Models, will receive a rate increase due to the increase in minimum wage.

M/S/C to approve the monthly SOARs

2. If Proposition 32 Does Not Pass – Approval of Publicly Available Pay Schedule Required by CalPERS, Effective December 23, 2024

Ms. Vasquez reported that if Proposition 32 does not pass, California's minimum hourly wage will increase from \$16.00 to \$16.50 per hour effective January 1, 2025. RCOC's salary schedule was updated to reflect a 3.13% increase as a result of the minimum wage increase and a 2.5% cost of living adjustment effective December 23, 2024.

M/S/C to approve the Salary Schedule if Proposition 32 Does Not Pass

3. If proposition 32 Passes – Approval of Publicly Available Pay schedule as Required by CalPERS, Effective October 28, 2024, and Approval of Publicly Available Pay Schedule as Required by CalPERS, Effective December 23, 2024

Ms. Vasquez reported that if Proposition 32 passes, California’s minimum hourly wage will increase from \$16.00 to \$17.00 per hour immediately and to \$18.00 on January 1, 2025. RCOC’s salary schedule was updated to reflect a 6.25% increase for most salaries as a result of the minimum wage increase to \$17.00, effective October 28, 2024. The salary ranges will increase by an additional 5.88% effective December 23, 2024 due to the minimum wage increase to \$18.00.

M/S/C to approve the Salary Schedule if Proposition 32 Passes

The meeting adjourned at 4:37 p.m.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

	ACTION	<u> X </u>
ACTION/CONSENT		<u> </u>
DISCUSSION		<u> </u>
INFO ONLY		<u> </u>

DATE: January 9, 2025

TO: Board of Directors

FROM: Budget and Finance Committee

SUBJECT: **Approval of Monthly Sufficiency of Allocation Report, October 2024**

BACKGROUND:

Staff presents the monthly sufficiency of allocation report to the Budget and Finance Committee for review and approval. This committee then presents the statement to the Board.

REASON FOR CURRENT ITEM:

The Board has a responsibility to monitor the Center's financial status.

FISCAL IMPACT:

None.

RECOMMENDATION:

That the Board approve the monthly sufficiency of allocation report as presented.

REGIONAL CENTER OF ORANGE COUNTY

MEMORANDUM

Date: January 9, 2025

To: Board of Directors

From: Budget and Finance Committee

Subject: Highlights – October 2024 Sufficiency of Allocation Report (SOAR)

Purchase of Services (POS)

RCOC received the planning allocation that staff will use to determine the sufficiency or deficiency of the allocation. However, due to the workload as a result of the retroactive minimum wage increases effective July 1, 2024 and the full implementation of the Rate Model increases, submission of the Sufficiency of Allocation Report (SOAR) previously due on December 10, 2024, has been postponed until further notice.

The allocation of \$737.5 million is higher than prior year's expenditures of \$632.0 million. And although RCOC has had a surplus for the past four years, it is too early to determine if there will be a surplus again this year. The projections will include the fiscal impact of prior years' and current year's rate increases.

Prior rate increases include;

- the continuation of prior year minimum wage increases,
- the continuation of the Rate Model increase effective April 1, 2022 and January 1, 2023, (a total of 50% of the difference between the rate calculated by Burns & Associates and the rate as of March 31, 2022),
- the continuation of the Rate Model adjustment for Independent Living Services,
- the continuation of the application of the Rate Model rate to Personal Assistance Worker Administration services,
- the continuation of the rate increases for occupational, physical and speech therapy, and
- the continuation of sick leave increases.

Current rate increases include;

- the retroactive minimum wage and IRS mileage rate increases effective July 1, 2024,
- the application of the Rate Model agency rate to Respite Worker Administration services effective July 1, 2024,
- the new minimum wage increase effective January 1, 2025,
- the full implementation of the final phase of the Rate Models effective January 1, 2025, (an additional 15% of the difference between the rate calculated by Burns and Associates

and the rate as of March 31, 2022, and 10% in quality incentives for vendors that registered for the Provider Directory).

Year to date, RCOC's caseload increased by 574 for an annualized caseload growth of 5.1%; the regional center system increased 10,615 persons for an annualized caseload growth of 5.8%.

Operations

RCOC will be within budget for both Operating Expense and Personal Services.

**Monthly Sufficiency of Allocation Report
As of October 31, 2024**

	A	B	C	D	E	F	G	H
PURCHASE OF SERVICE	A-1 ALLOCATION	ACTUAL SPENT YEAR TO DATE	PROJECTED EXPENDITURES AT "RUN RATE"	SOAR	VARIANCE		CHANGE FROM PRIOR MO. REPORTED	SPENT PRIOR YEAR
				PROJECTED EXPENDITURES n/a	(column A-D)/A %	(column A-D) AMOUNT		
(1) Licensed Residential Care	\$ 225,995,062	\$ 69,003,484	\$ 209,122,146	\$0	n/a	n/a	n/a	\$205,752,574
(2) Day Care	2,111,635	388,140	1,665,828	0	n/a	n/a	n/a	1,499,788
(3) Day Training	85,647,121	29,410,298	88,230,894	0	n/a	n/a	n/a	76,427,877
(4) Habilitation	10,293,005	2,795,380	8,752,665	0	n/a	n/a	n/a	8,503,416
(5) Transportation	21,652,981	4,812,400	17,075,988	0	n/a	n/a	n/a	15,221,895
(6) Respite	65,416,802	15,157,181	62,233,755	0	n/a	n/a	n/a	56,451,139
(7) Personal Assistance	71,751,468	18,897,862	66,043,872	0	n/a	n/a	n/a	60,365,325
(8) Supported Living	67,390,135	22,060,907	66,713,854	0	n/a	n/a	n/a	61,988,756
(9) Non-medical	38,248,305	10,881,323	33,426,126	0	n/a	n/a	n/a	32,194,735
(10) Medical	13,698,869	4,473,601	13,420,803	0	n/a	n/a	n/a	10,970,046
(11) Other	88,320,598	24,475,583	73,426,749	0	n/a	n/a	n/a	62,475,045
(12) Early Start (Age 0-3)	46,580,911	13,093,131	44,154,360	0	n/a	n/a	n/a	40,185,010
(13) Community Placement Plan	419,559	-	-	0	n/a	n/a	n/a	0
(14) Purchase of Service Total	<u>737,526,451</u>	<u>215,449,290</u>	<u>684,267,040</u>	<u>0</u>	<u>0%</u>	<u>0</u>	<u>0</u>	<u>632,035,606</u>
<u>OPERATIONS</u>								
(15) Operating Expense (Gross)	12,989,075	3,697,141	11,091,422	12,989,075	0%	0	0	6,964,836
(16) Less Interest Income and SPA Fees	<u>-600,000</u>	<u>-873,139</u>	<u>-2,619,416</u>	<u>-600,000</u>	<u>0%</u>	<u>0</u>	<u>0</u>	<u>-2,175,915</u>
(17) Operating Expense (Net)	12,389,075	2,824,002	8,472,006	12,389,075	0%	0	0	4,788,921
(18) Personal Services	68,569,701	17,851,578	53,554,734	68,569,701	0%	0	0	48,868,061
(19) Family Resource Center/Services	<u>269,299</u>	<u>71,209</u>	<u>213,627</u>	<u>269,299</u>	<u>0%</u>	<u>0</u>	<u>0</u>	<u>214,330</u>
(20) Operations Total	<u>81,228,075</u>	<u>20,746,789</u>	<u>62,240,367</u>	<u>81,228,075</u>	<u>0%</u>	<u>0</u>	<u>0</u>	<u>53,871,312</u>
(21) Total	<u>\$818,754,526</u>	<u>\$236,196,079</u>	<u>\$746,507,407</u>	<u>\$81,228,075</u>	<u>0%</u>	<u>\$0</u>	<u>\$0</u>	<u>\$685,906,918</u>

* State Plan Amendment (SPA). Regional centers pay the Day Program and Transportation expenditures for persons who live in Intermediate Care Facilities (ICFs); DDS pays ICFs; ICFs pay regional centers.

** Due to later payment dates, the Spent Year to Date amount (column B) for line items 5 through 10 is approximately one month less than expenditures for Residential Care and Day Training.

STATEMENT OF ASSETS, LIABILITIES AND FUND BALANCES
AS OF OCTOBER 31, 2024

ASSETS	GENERAL FUND	CUSTODIAL FUND
CURRENT ASSETS		
Petty cash	\$300.00	
Checking	49,844,245.01	\$81,455.47
Savings	499,376.71	
Money market	0.00	
Payroll	421,566.23	
Donations	208,792.64	
Unemployment	840,564.20	
Certificate of deposit	0.00	
	-----	-----
Total current assets	51,814,844.79	81,455.47
	-----	-----
RECEIVABLES		
State claim	119,031,337.83	
Client support revenue	14,266.21	466.00
Due from State - prior years	34,605,339.81	
Due from ICF - ICF Supplemental Services	6,905,096.26	
	-----	-----
Total receivables	160,556,040.11	466.00
	-----	-----
PREPAID ITEMS		
Deposits	293,582.86	
Prepaid expense	0.00	
	-----	-----
Total prepaid items	293,582.86	0.00
	-----	-----
OTHER ASSETS		
Tenant improvements	303,163.76	
Building acquisition	63,613.98	
	-----	-----
Total other assets	366,777.74	0.00
	-----	-----
TOTAL ASSETS	\$213,031,245.50	\$81,921.47
	=====	=====
LIABILITIES AND FUND BALANCES		
LIABILITIES		
Accounts payable	\$37,097,141.00	\$14,266.21
Due to State - ICF Supplemental Services	0.00	
Loans payable	0.00	
Cash advance	174,885,887.93	
Unemployment insurance	839,423.93	
	-----	-----
Total liabilities	212,822,452.86	14,266.21
	-----	-----
FUND BALANCES		
General		
Donations	208,792.64	
Custodial		67,655.26
	-----	-----
TOTAL LIABILITIES AND FUND BALANCES	\$213,031,245.50	\$81,921.47
	=====	=====

REGIONAL CENTER OF ORANGE COUNTY
BRIAN'S FUND
OCTOBER 31, 2024

Beginning Balance		\$208,333.80
Donations:		
Shab, Sharon T	\$500.00	
Loan Payments	250.00	
Interest	8.84	
Disbursements:		
Moving expenses	<u>-300.00</u>	
Net Increase (Decrease)		<u>458.84</u>
Ending Balance		<u><u>\$208,792.64</u></u>

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

	ACTION	<u> X </u>
ACTION/CONSENT		<u> </u>
DISCUSSION		<u> </u>
INFO ONLY		<u> </u>

DATE: January 9, 2025

TO: Board of Directors

FROM: Budget and Finance Committee

SUBJECT: **Approval of Monthly Sufficiency of Allocation Report, November 2024**

BACKGROUND:

Staff presents the monthly sufficiency of allocation report to the Budget and Finance Committee for review and approval. This committee then presents the statement to the Board.

REASON FOR CURRENT ITEM:

The Board has a responsibility to monitor the Center's financial status.

FISCAL IMPACT:

None.

RECOMMENDATION:

That the Board approve the monthly sufficiency of allocation report as presented.

REGIONAL CENTER OF ORANGE COUNTY

MEMORANDUM

Date: January 9, 2025
To: Board of Directors
From: Budget and Finance Committee
Subject: Highlights – November 2024 Sufficiency of Allocation Report (SOAR)

Purchase of Services (POS)

RCOC received the planning allocation that staff will use to determine the sufficiency or deficiency of the allocation. However, due to the workload as a result of the retroactive minimum wage increases effective July 1, 2024 and the full implementation of the Rate Model increases, submission of the Sufficiency of Allocation Report (SOAR) previously due on December 10, 2024, has been postponed until further notice.

The allocation of \$737.5 million is higher than prior year's expenditures of \$632.0 million. And although RCOC has had a surplus for the past four years, it is too early to determine if there will be a surplus again this year. The projections will include the fiscal impact of prior years' and current year's rate increases.

Prior rate increases include;

- the continuation of prior year minimum wage increases,
- the continuation of the Rate Model increase effective April 1, 2022 and January 1, 2023, (a total of 50% of the difference between the rate calculated by Burns & Associates and the rate as of March 31, 2022),
- the continuation of the Rate Model adjustment for Independent Living Services,
- the continuation of the application of the Rate Model rate to Personal Assistance Worker Administration services,
- the continuation of the rate increases for occupational, physical and speech therapy, and
- the continuation of sick leave increases.

Current rate increases include;

- the retroactive minimum wage and IRS mileage rate increases effective July 1, 2024,
- the application of the Rate Model agency rate to Respite Worker Administration services effective July 1, 2024,
- the new minimum wage increase effective January 1, 2025,
- the full implementation of the final phase of the Rate Models effective January 1, 2025, (an additional 15% of the difference between the rate calculated by Burns and Associates

and the rate as of March 31, 2022, and 10% in quality incentives for vendors that registered for the Provider Directory).

Year to date, RCOC's caseload increased by 574 for an annualized caseload growth of 5.1%; the regional center system increased 10,615 persons for an annualized caseload growth of 5.8%.

Operations

RCOC will be within budget for both Operating Expense and Personal Services.

**Monthly Sufficiency of Allocation Report
As of November 30, 2024**

	A	B	C	D	E	F	G	H
PURCHASE OF SERVICE	A-1 ALLOCATION	ACTUAL SPENT YEAR TO DATE	PROJECTED EXPENDITURES AT "RUN RATE"	SOAR	VARIANCE		CHANGE FROM PRIOR MO. REPORTED	SPENT PRIOR YEAR
				PROJECTED EXPENDITURES n/a	(column A-D)/A %	(column A-D) AMOUNT		
(1) Licensed Residential Care	\$ 225,995,062	\$ 83,490,498	\$ 207,230,125	\$0	n/a	n/a	n/a	\$205,752,574
(2) Day Care	2,111,635	439,149	1,680,840	0	n/a	n/a	n/a	1,499,788
(3) Day Training	85,647,121	34,220,157	87,861,313	0	n/a	n/a	n/a	76,427,877
(4) Habilitation	10,293,005	2,933,559	9,185,319	0	n/a	n/a	n/a	8,503,416
(5) Transportation	21,652,981	4,967,787	17,068,716	0	n/a	n/a	n/a	15,221,895
(6) Respite	65,416,802	15,177,454	62,356,932	0	n/a	n/a	n/a	56,451,139
(7) Personal Assistance	71,751,468	18,897,862	66,043,767	0	n/a	n/a	n/a	60,365,325
(8) Supported Living	67,390,135	27,314,057	65,945,785	0	n/a	n/a	n/a	61,988,756
(9) Non-medical	38,248,305	12,159,541	32,829,339	0	n/a	n/a	n/a	32,194,735
(10) Medical	13,698,869	5,120,331	13,279,068	0	n/a	n/a	n/a	10,970,046
(11) Other	88,320,598	24,854,977	73,426,998	0	n/a	n/a	n/a	62,475,045
(12) Early Start (Age 0-3)	46,580,911	14,850,587	44,156,105	0	n/a	n/a	n/a	40,185,010
(13) Community Placement Plan	419,559	-	-	0	n/a	n/a	n/a	0
(14) Purchase of Service Total	<u>737,526,451</u>	<u>244,425,959</u>	<u>681,064,308</u>	<u>0</u>	<u>0%</u>	<u>0</u>	<u>0</u>	<u>632,035,606</u>
<u>OPERATIONS</u>								
(15) Operating Expense (Gross)	12,989,075	4,183,731	10,040,953	12,989,075	0%	0	0	6,964,836
(16) Less Interest Income and SPA Fees	<u>-600,000</u>	<u>-1,142,662</u>	<u>-2,742,388</u>	<u>-600,000</u>	<u>0%</u>	<u>0</u>	<u>0</u>	<u>-2,175,915</u>
(17) Operating Expense (Net)	12,389,075	3,041,069	7,298,565	12,389,075	0%	0	0	4,788,921
(18) Personal Services	68,569,701	22,075,275	52,980,660	68,569,701	0%	0	0	48,868,061
(19) Family Resource Center/Services	<u>269,299</u>	<u>83,986</u>	<u>201,566</u>	<u>269,299</u>	<u>0%</u>	<u>0</u>	<u>0</u>	<u>214,330</u>
(20) Operations Total	<u>81,228,075</u>	<u>25,200,330</u>	<u>60,480,792</u>	<u>81,228,075</u>	<u>0%</u>	<u>0</u>	<u>0</u>	<u>53,871,312</u>
(21) Total	<u>\$818,754,526</u>	<u>\$269,626,289</u>	<u>\$741,545,100</u>	<u>\$81,228,075</u>	<u>0%</u>	<u>\$0</u>	<u>\$0</u>	<u>\$685,906,918</u>

* State Plan Amendment (SPA). Regional centers pay the Day Program and Transportation expenditures for persons who live in Intermediate Care Facilities (ICFs); DDS pays ICFs; ICFs pay regional centers.

** Due to later payment dates, the Spent Year to Date amount (column B) for line items 5 through 10 is approximately one month less than expenditures for Residential Care and Day Training.

STATEMENT OF ASSETS, LIABILITIES AND FUND BALANCES
AS OF NOVEMBER 30, 2024

ASSETS	GENERAL FUND	CUSTODIAL FUND
CURRENT ASSETS		
Petty cash	\$300.00	
Checking	111,408,093.05	\$83,380.90
Savings	39,428.85	
Money market	0.00	
Payroll	421,969.86	
Donations	207,387.21	
Unemployment	840,650.56	
Certificate of deposit	0.00	
	-----	-----
Total current assets	112,917,829.53	83,380.90
	-----	-----
RECEIVABLES		
State claim	118,177,829.42	
Client support revenue	23,372.32	1,184.51
Due from State - prior years	35,079,569.35	
Due from ICF - ICF Supplemental Services	7,583,050.41	
	-----	-----
Total receivables	160,863,821.50	1,184.51
	-----	-----
PREPAID ITEMS		
Deposits	293,582.86	
Prepaid expense	0.00	
	-----	-----
Total prepaid items	293,582.86	0.00
	-----	-----
OTHER ASSETS		
Tenant improvements	303,163.76	
Building acquisition	63,613.98	
	-----	-----
Total other assets	366,777.74	0.00
	-----	-----
TOTAL ASSETS	\$274,442,011.63	\$84,565.41
	=====	=====
LIABILITIES AND FUND BALANCES		
LIABILITIES		
Accounts payable	\$34,937,155.80	\$23,372.32
Due to State - ICF Supplemental Services	0.00	
Loans payable	0.00	
Cash advance	238,457,872.44	
Unemployment insurance	839,596.18	
	-----	-----
Total liabilities	274,234,624.42	23,372.32
	-----	-----
FUND BALANCES		
General		
Donations	207,387.21	
Custodial		61,193.09
	-----	-----
TOTAL LIABILITIES AND FUND BALANCES	\$274,442,011.63	\$84,565.41
	=====	=====

REGIONAL CENTER OF ORANGE COUNTY
BRIAN'S FUND
NOVEMBER 30, 2024

Beginning Balance		\$208,792.64
Donations	\$0.00	
Loan Payments	205.00	
Interest	8.57	
Disbursements:		
Moving expenses	-\$1,162.00	
Moving expenses	<u>-457.00</u>	
Subtotal Disbursements	<u>-1,619.00</u>	
Net Increase (Decrease)		<u>-1,405.43</u>
Ending Balance		<u><u>\$207,387.21</u></u>

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

ACTION	<u> X </u>
ACTION/CONSENT	<u> </u>
DISCUSSION	<u> </u>
INFO ONLY	<u> </u>

DATE: January 9, 2025

TO: Board of Directors

FROM: Budget and Finance Committee

SUBJECT: **Approval of Budget Amendment D-4, Fiscal Year 2022-23**

BACKGROUND:

Periodically, budget amendments are required to distribute and reallocate funds among regional centers or to change contract language. These amendments are numbered successively, e.g., D-1, D-2, etc.

REASON FOR CURRENT ITEM:

The Department of Developmental Services will allocate additional funds for the Community Placement Plan (CPP) and will reduce the allocation for Operations.

FISCAL IMPACT:

Operations	(\$12,697)
Purchase of Services for CPP Placement.....	\$1,350,656
 Total	 \$1,337,959

RECOMMENDATION:

That the Board authorize the Chairperson to execute the budget amendment upon receipt.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: January 9, 2025
TO: Board of Directors
FROM: Larry Landauer
Executive Director

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: Approval for Request for Waiver of Potential Conflicts of Interest and Conflict Resolution Plan for Denise Vazquez, Service Coordinator

BACKGROUND:

The prohibition against Regional Center employee conflicts of interest has its origin in section 4626 of the Welfare & Institutions Code. Subsection (d) of said section 4626 provides:

“The department shall ensure that no regional center employee or board member has a conflict of interest with an entity that receives regional center funding...”

That general prohibition is explained in more detail in Title 17 of the California Code of Regulations, sections 54526 “Positions Creating Conflicts of Interest for Employees, Contractors, Agents and Consultants” and 54527 “Financial Interests in Decisions Creating a Conflict of Interest for Employees, Contractors, Agents or Consultants” which provides in pertinent part:

“(a) A regional center employee, contractor, agent or consultant shall not make, participate in making or in any way attempt to use his or her position to influence a regional center decision, in which he or she knows or has reason to know that he or she, or his or her family member has a financial interest.

Section 54533 “Present or Potential Conflict of Interest Identified, Proposed Conflict Resolution Plan Content, Timelines for Submission of Proposed Conflict Resolution Plan” states that:

(a) When a present or potential conflict of interest is identified for a regional center board member, executive director, employee, contractor, agent or consultant, the present or potential conflict shall be either eliminated or mitigated and managed through a Conflict Resolution Plan, or the individual shall resign his or her position with the regional center or regional center governing board.” (emphasis added)

REASON FOR CURRENT ITEM:

Ms. Denise Vazquez is an RCOC Service Coordinator. Ms. Vasquez's spouse has a financial interest in Regional Center operations by virtue of his roles as a Manager with Abilities Unlimited, LLC and providing supported living services at Assisting Better Life Experience, LLC both RCOC providers. For this reason, Ms. Vazquez appears to have conflicts of interest under the above discussed statute and regulations.

RCOC has developed a Conflict Resolution Plan to address any potential conflicts of interest.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

That the Board approve the Request for Waiver of Potential Conflicts of Interest and Conflict Resolution Plan for Denise Vazquez, Service Coordinator.

**DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST,
REQUEST FOR WAIVER AND CONFLICT RESOLUTION PLAN
FOR
DENISE VAZQUEZ - SERVICE COORDINATOR
REGIONAL CENTER OF ORANGE COUNTY**

I. Law Governing Conflicts of Interest

The prohibition against Regional Center employee conflicts of interest has its origin in section 4626 of the Welfare & Institutions Code. Subsection (d) of said section 4626 provides:

"The department shall ensure that no regional center employee or board member has a conflict of interest with an entity that receives regional center funding"

That general prohibition is explained in more detail in Title 17 of the California Code of Regulations, sections 54526 "Positions Creating Conflicts of Interest for Employees, Contractors, Agents and Consultants" and 54527 "Financial Interests in Decisions Creating Conflict of Interest for Employees, Contractors, Agents or Consultants" which provides in pertinent part:

"(a) A regional center employee, contractor, agent or consultant shall not make, participate in making or in any way attempt to use his or her position to influence a regional center decision, in which he or she knows or has reason to know that he or she, or his or her family member has a financial interest.

(b) Financial interest, as used in this section, includes any current or contingent ownership, equity, or security interest that could result directly or indirectly, in receiving a pecuniary gain or sustaining a pecuniary loss as a result of the interest in any of the following:

- (1) business entity worth two thousand dollars (\$2,000) or more.
- (2) real or personal property worth two thousand dollars (\$2,000) or more in fair market value.
- (3) stocks or bonds worth two thousand dollars (\$2,000) or more.
- (4) intellectual property rights worth five hundred dollars (\$500) or more.
- (5) sources of gross income aggregating five hundred dollars (\$500) or more within prior 12 months.
- (6) future interests for compensation of five hundred dollars (\$500) or more.
- (7) personal finances of two hundred fifty dollars (\$250) or more.

Section 54533 "Present or Potential Conflict of Interest Identified, Proposed Conflict Resolution Plan Content, Timelines for Submission of Proposed Conflict Resolution Plan" states that:

(a) When a present or potential conflict of interest is identified for a regional center board member, executive director, employee, contractor, agent or consultant, the present or potential conflict shall be either eliminated or mitigated and managed through a Conflict Resolution Plan, or the individual shall resign his or her position with the regional center or regional center governing board." (emphasis added)

II. Potential Conflicts of Ms. Denise Vazquez

Denise Vazquez is a Service Coordinator for the Regional Center of Orange County (hereinafter "RCOC" or "the Regional Center"). RCOC's Executive Director, Larry Landauer, confirms that Ms. Vazquez is a loyal, effective, productive, and greatly valued employee.

Ms. Vazquez's spouse, Andres Yero, has a financial interest in Regional Center operations by virtue of his role as a Manager with Abilities Unlimited, LLC (hereinafter "Abilities Unlimited") and also providing supported living service at Assisting Better Life Experience LLC (hereinafter "Assisting Better Life Experience"), both RCOC providers. For this reason, Ms. Vazquez appears to have conflicts of interest under the above discussed statute and regulations.

This document constitutes a Disclosure of Potential Conflicts, a Conflict Resolution Plan to eliminate any adverse consequences from this relationship, and a Request for Waiver of the conflicts from DDS.

A. Ms. Vazquez's Position and Duties

As a Service Coordinator, Ms. Vazquez is responsible for a caseload of 80 persons served providing them with services that are funded at least in part by the Regional Center of Orange County. A copy of her job description is attached as **Exhibit A**.

Ms. Vazquez has a caseload of children. She has no role or involvement whatsoever with any matter that might conceivably impact Abilities Unlimited or Assisting Better Life Experience, which both serve adults.

Further, if any of Ms. Vazquez's person served require evaluation, planning or recommendations on a matter related to Abilities Unlimited or Assisting Better Life Experience, West Area Supervisor, Erminia Gomez, will take on such matters. The RCOC Organization Chart is attached as **Exhibit B**. With the changes to be made in this Conflict Resolution Plan, no change in the chart will be necessary except that Erminia Gomez, West Area Supervisor, will be in the position held by Ms. Vazquez with respect to matters involving Abilities Unlimited or Assisting Better Life Experience.

B. Andres Yero's Role at Abilities Unlimited and Assisting Better Life Experience

As stated above, Ms. Vazquez's spouse, Andres Yero, is a Manager at Abilities Unlimited, a vendor of the Regional Center. Abilities Unlimited is community based and provides day program services to adults with developmental disabilities. Abilities Unlimited first service was vendored on July 1, 2009, RCOC paid \$6,027,212 for 4 programs which served approximately 237 persons served last year. As a Manager, Mr. Yero's duties consist of supervision of activities of the behavioral day program team. Assisting Better Life Experience provides independent and supported living services for adults with developmental disabilities. Assisting Better Life Experience first service was vendored on December 1, 2015, RCOC paid \$841,659 for 2 programs which served approximately 27 persons served last year. Mr. Yero is a part-time employee and works with one person served, assisting him with his daily living tasks.

III. Conflict Resolution Plan

The Regional Center Executive Director and Board of Directors have concluded that Ms. Vazquez provides great value to the person served of RCOC. After consideration of the totality of the circumstances and a careful review of the facts, the Executive Director and Board of Directors believe it is in the best interests of the Regional Center to create and implement a Conflict Resolution Plan to eliminate any adverse consequences from this relationship and seek a waiver from DDS.

Ms. Vasquez has no duties that relate to Abilities Unlimited and Assisting Better Life Experience. Ms. Vazquez's suggested Conflict Resolution Plan of these potential conflicts of interest is as follows:

Ms. Vazquez will continue with her caseload of children.

1. Ms. Vazquez will, in every conceivable manner, cease interacting with Abilities Unlimited and Assisting Better Life Experience or those who do interact with them.
2. Ms. Vazquez will not participate in the consideration, preparation, review, presentation, formulation or approval of any report, plan, opinion, recommendation or action regarding RCOC vendors Abilities Unlimited and Assisting Better Life Experience.
3. Ms. Vasquez will not review or participate in any discussions, recommendations or decisions about Purchase of Service authorizations for these vendors.
4. Ms. Vazquez will not review or in any way participate in the preparation, consideration, or any follow-up related to Special Incident Reports from or about these vendors.
5. Ms. Vazquez will not create, review, or in any way participate in, any corrective action plans for these vendors.
6. Ms. Vazquez will not participate in any discussions, recommendations, actions, or resolutions of any regarding complaints about these vendors.
7. The Regional Center and Ms. Vasquez agree that Ms. Vazquez will take no part in vendor appeals or fair hearings involving Abilities Unlimited and Assisting Better Life Experience.
8. The Regional Center and Ms. Vazquez will ensure that Ms. Vazquez will not access vendor files to Abilities Unlimited and Assisting Better Life Experience either in their electronic or hard copy form.
9. Ms. Vazquez will not be involved in the negotiation, discussion, obligation or commitment of RCOC to a course of action involving RCOC vendors, Abilities Unlimited and Assisting Better Life Experience.
10. Further, if Ms. Vazquez has matters relating to Abilities Unlimited or Assisting Better Life Experience, West Area Supervisor, Erminia Gomez, will take on such matters.
11. The RCOC management staff will be informed about this Conflict Resolution Plan, and they will be informed of the need to ensure that Ms. Vazquez has no involvement whatsoever in any action or business involving or affecting RCOC vendors, Abilities Unlimited and Assisting Better Life Experience.
12. RCOC will communicate to the employees Ms. Vazquez's Conflict Resolution Plan and the need to ensure that Ms. Vazquez plays no role whatsoever in any action involving or affecting RCOC vendors Abilities Unlimited and Assisting Better Life Experience.

13. The RCOC Board of Directors has been informed of, and supports, this Conflict Resolution Plan and Request for Waiver of Potential Conflicts of Interest.

IV. Request For Waiver

For the reasons provided above, and in accordance with the Conflict Resolution Plan set forth above, the Regional Center of Orange County hereby requests that DDS grant a waiver of these conflicts in this matter.

Respectfully submitted,

By: _____
Denise Vazquez, West Service Coordinator

Date: _____

By: _____
Erminia Gomez, West Area Supervisor

Date: _____

By: _____
Carie Otto, West Area Manager

Date: _____

By: _____
Jennifer Montanez, Director, Case Management

Date: _____

By: _____
Larry Landauer, Executive Director

Date: _____

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: January 9, 2025
TO: RCOC Board of Directors
FROM: Larry Landauer, Executive Director

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: Approval of Property Renovation Agreements with Non-Profit Housing Corporation, Brilliant Corners, for Development of Two (2) Enhanced Behavioral Supports Homes (CRDP Project Nos. 2324-10/2425-2 and 2324-11/2425-3)

BACKGROUND:

The Department of Developmental Services (DDS) has made an allocation to RCOC’s Community Resource Development Plan (CRDP) for the development of two Enhanced Behavioral Supports Homes. These facilities will serve individuals with behavioral needs who currently reside in a restrictive setting, such as a psychiatric hospital, crisis facility, or locked facility, or who are at risk of being placed in a restrictive setting.

The “buy it once” model will be used for development of the facilities, which separates ownership of the home from service delivery, so that a service provider can be changed without moving the residents. A non-profit corporation receives CRDP start-up funds to acquire and renovate a property; the non-profit corporation then leases the property to a service provider.

REASON FOR CURRENT ITEM:

On June 6, 2024, the Board approved property acquisition agreements with Brilliant Corners for the purchase of two properties to serve as Enhanced Behavioral Supports Homes. DDS has now allocated \$800,000 (\$400,000 per project) in CRDP start-up funding for the renovation of the properties once acquired. RCOC is still working with Brilliant Corners to identify properties for these projects; properties have not yet been acquired.

FISCAL IMPACT:

DDS has approved \$800,000 (\$400,000 per project) in CRDP start-up funds for the restricted use as defined above.

RECOMMENDATION:

That the Board approve the Property Renovation Agreements as presented.

AGREEMENT
BY AND BETWEEN
REGIONAL CENTER OF ORANGE COUNTY
AND
BRILLIANT CORNERS
FOR DEVELOPMENT OF HOUSING
RCOC CRDP PROJECT NO.

This **AGREEMENT** (“Agreement”) is entered into and effective this ____ day of _____, 2025 (“Date of Agreement”), by and between the **REGIONAL CENTER OF ORANGE COUNTY**, a California non-profit corporation located at 1525 N. Tustin Avenue, Santa Ana, California, hereinafter referred to as "RCOC," and **BRILLIANT CORNERS**, a California non-profit corporation located at 1390 Market Street Suite 405, San Francisco, California, hereinafter referred to as "NPO". This Agreement shall be administered by the Associate Director of Housing for RCOC or his/her authorized designee (hereinafter referred to as the “Project Manager”).

RECITALS

A. WHEREAS, the Department of Developmental Services (“DDS”) has allocated Community Resource Development Plan Start-Up funds (“CRDP Funds”) to RCOC for the purpose of developing permanent housing in the community that will be used exclusively, in perpetuity, by persons served by a regional center (“Persons Served”); and

B. WHEREAS, DDS Guidelines for Purchasing and Developing Permanent Housing through the Regional Center Community Placement Plan for Fiscal Year 2017-2018, as amended, are applicable to the use of CRDP funds and allow regional centers to contract with non-profit organizations to acquire property and/or modify existing housing to meet the unique needs of Persons Served; and

C. WHEREAS, NPO desires to acquire and renovate property to be used for the development of an Enhanced Behavioral Supports Home (“EBSH”) to serve regional center Persons Served; and

D. WHEREAS, RCOC and NPO have entered into a separate property acquisition agreement (“Acquisition Agreement”) under which RCOC will provide NPO with start-up grant funding to acquire property to be leased to a third party service provider to operate an EBSH (“Property”); and

E. WHEREAS, DDS has approved the expenditure of additional CRDP Funds for RCOC to contract with NPO to renovate the Property;

NOW, THEREFORE, based on the Recitals, and in consideration of the covenants, conditions and representations contained in this Agreement, RCOC and NPO agree as follows:

1. **SCOPE OF WORK.** NPO shall renovate the Property to be leased to a third-party service provider vendored with RCOC ("Service Provider") and used in perpetuity as an EBSH, in accordance with the terms of this Agreement and as set forth in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference. For purposes of this Agreement "in perpetuity" shall mean a ninety-nine (99) year term.

2. **HOUSING GUIDELINES.** The provisions of the "Guidelines for Purchasing and Developing Permanent Housing through the Regional Center Community Placement Plan," as amended, including Appendices "A" through "O," issued by DDS for Fiscal Year 2017-2018 and attached hereto as Exhibit "B" and incorporated herein by reference, ("CPP Guidelines") shall apply to this Agreement. In the event of any inconsistencies between the CPP Guidelines and this Agreement, the CPP Guidelines shall control.

3. **ALTERATION OF TERMS.** This Agreement, together with the Scope of Work, Exhibit "A", the CPP Guidelines, Exhibit "B", the Certificate of Acceptance, Exhibit "C", and the Addendum to Lease, Exhibit "D", that are attached to this Agreement and fully incorporated by this reference (together, "Exhibits"), express all understanding of the parties with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties, except as otherwise expressly provided in this Section 3. No amendment, addition to, or alteration of, the terms of this Agreement, whether written or oral, shall be valid unless the amendment is made in writing and formally approved and executed by both parties, except as provided in this Section 3 in this Agreement.

a. Project Manager Modification Authority. Notwithstanding anything to the contrary and provided any modifications do not alter the overall goals and basic purpose of the Agreement, and provided these modifications do not increase RCOC's Maximum Payment Obligation during the term of the Agreement, Project Manager has the authority to, with the agreement of NPO, make modification(s) to the activities, tasks, deliverables, and/or performance timeframes specified in this Agreement.

4. **STATUS OF NPO.** NPO will act as an independent contractor and is not an employee, officer, agent, partner, or joint venture of RCOC by virtue of this Agreement. NPO agrees that its workers performing services under this Agreement shall be either (1) employees of NPO, or (2) shall meet all of the following three requirements to qualify as independent contractors: (a) be free from control and direction of NPO; (b) perform work that is outside the usual course of NPO's business; and (c) be customarily engaged in an independently established trade, occupation, or business of the same nature as the work the individual performs for NPO. NPO will defend, indemnify, and hold RCOC harmless from any claims, demand, liabilities, costs, and expenses arising from NPO's misclassification of workers providing services as independent contractors under this Agreement.

5. **DELEGATION AND ASSIGNMENT.** NPO shall not delegate or assign or otherwise transfer its duties, nor assign its rights under this Agreement, either in whole or in part, without

the prior written consent of Project Manager. The request must be in writing with a full explanation for the request. Any consent granted by Project Manager may be conditioned upon and subject to certain actions by NPO as determined by Project Manager. Any attempted assignment or delegation in derogation of this Section 5 shall be deemed void.

6. GENERAL INDEMNIFICATION.

a. NPO Indemnification of RCOC. NPO agrees that, except for the sole negligence of RCOC, NPO shall indemnify, defend, hold harmless RCOC, and its officers, agents, and employees from and against any and all liability, claims, losses and demands, damages to property or injuries to or death of any person or persons, including property of directors, officers, employees, or agents of RCOC, including defense costs (together, "Claims"), whether resulting from court action or otherwise, resulting from, related in any manner to, or arising out of the performance of this Agreement by NPO, its officers, employees, agents, and/or its subcontractors. NPO, at its own expense and risk, shall defend any action, legal proceeding, arbitration, or mediation proceeding that may be brought against the RCOC, its directors, officers, agents and employees on any such claim or demand, and shall pay and satisfy any settlement, or any judgment which may be rendered against RCOC and/or against any of RCOC's directors, officers, agents or employees for any injuries or damages arising therefrom. NPO'S obligation to indemnify, defend, and hold harmless RCOC shall survive the term of this Agreement.

i. Without limiting NPO's indemnification, it is agreed that NPO shall maintain in force at all times during the term of this Agreement, the policy or policies of insurance covering its operations and performance under this Agreement in the form and amounts set forth in Section 7, which insurance obligations shall apply independently of all indemnification provided under this Agreement.

ii. No officer or director, no committee member, no employee, and no agent of RCOC shall be personally liable to NPO, or any successor in interest, (or to any subcontractor) in the event of any default or breach by RCOC or for any amount that may become due to NPO or to its successor (or subcontractor) or for breach of any obligation or the terms of this Agreement.

b. Cooperation with Claims. Each party to this Agreement shall cooperate with another party to this Agreement in the defense of any action brought for conduct resulting under this Agreement and shall make available to said party any and all records in their respective possessions or control reasonably required by a party for use in contesting or defending liability.

7. INSURANCE. Without limiting NPO's liability for indemnification of RCOC as set forth in Section 6 above, NPO shall obtain and maintain in effect, during the term of this Agreement, the following insurance coverage and provisions:

a. Evidence of Coverage. Prior to commencement of any Work under this Agreement, NPO shall provide on an insurance industry approved form a Certificate of Insurance certifying that coverage as required in this Paragraph 7 has been obtained and remains in force for the period

required by this Agreement. In addition, NPO shall produce a certified copy of the policy or policies to RCOC upon request. Each policy shall meet the following requirements:

i. Additional Insured Endorsement. Except for Worker's Compensation and Professional Liability insurance, each policy shall include an endorsement evidencing that the policy also applies to RCOC and DDS, their officers, directors, agents, employees and volunteers, as additional insureds against loss or liability caused by or connected with NPO's performance or non-performance under this Agreement.

(1) Primary Insurance Endorsement. Each policy shall include an endorsement evidencing that the policy afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by DDS or RCOC, their officers, directors, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

ii. Notice of Cancellation or Change of Coverage Endorsement. Each policy shall include an endorsement evidencing that the policy shall not be canceled or changed so as to no longer meet the specified RCOC insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to Project Manager at the address shown on the Certificate of Insurance.

iii. Separation Clause Endorsement. Each policy shall include an endorsement evidencing that the policy provides coverage separately to each insured who is seeking coverage or against whom a Claim is made or a suit is brought, except with respect to the company's limit of liability.

iv. Termination of Insurance. If insurance is terminated for any reason, NPO agrees to purchase an extended reporting provision of at least two (2) years to report Claims arising from work performed, or any action or any inaction in connection with this Agreement.

v. Qualifying Insurers. All coverages shall be issued by insurance companies that must be:

(1) Rated A-:VII or better according to the current Best's Key Rating Guide/Property-Casualty/United States; or

(2) A company of equal financial stability that is approved by Project Manager or his/her designee; and

(3) Admitted in the State of California.

vi. Deductible Amounts in Standard Policy. Any policy deductible or self-insured retention on any insurance policy (except auto) which exceeds \$10,000 requires prior written approval of Project Manager or his/her designee. Any policy deductible or self-insured retention on automobile liability over \$5,000 requires prior written approval of Project Manager

or his/her designee. No approved deductible shall in any way limit liabilities assumed by NPO under this Agreement.

vii. Subcontractor Insurance Requirements. Should any of the Services under this Agreement be provided by a subcontractor, NPO shall require each subcontractor (of any tier) to provide the coverages specified in this Section 7, or NPO may insure any subcontractor under its own policies.

viii. Occurrence vs. Claims Based Insurance. All policies are required to be written on an occurrence basis.

b. Types of Insurance Policies/Coverage Required. NPO shall provide insurance through a policy or policies with the following types and coverage, subject to the requirements above.

i. Comprehensive General Liability Insurance. Comprehensive General Liability Insurance for bodily injury (including death) and property damage which is consistent with the DDS Deed of Trust, attached hereto as Appendix "D" to Exhibit "B", and which provides not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate.

(1) The coverage shall include:

(a) Premises and Operations

(b) Contractual Liability expressly including liability assumed under this agreement, excepting the requirement does not apply for service contracts.

(c) Personal Injury Liability.

(d) Property damage.

ii. Comprehensive Automobile Liability Insurance. Comprehensive Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles/watercraft, One Million Dollars (\$1,000,000) annual aggregate.

iii. Workers' Compensation Insurance. Workers' Compensation Insurance shall be maintained. Statutory California Workers' Compensation coverage shall include a broad form all-states endorsement and waiver of subrogation.

iv. Employers' Liability Coverage. Employers' Liability Coverage of not less than One Million Dollars (\$1,000,000) per occurrence for all employees engaged in Work or operations under this Agreement.

v. Professional Liability. Professional liability/errors and omissions is required in an amount not less than One Million Dollars (\$1,000,000) per occurrence made and One Million Dollars (\$1,000,000) aggregate.

vi. Sexual Misconduct Liability. Sexual misconduct liability insurance in an amount equal to One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate.

vii. Property Hazard Insurance. Property hazard insurance consistent with the DDS Deed of Trust, attached hereto as Appendix "D" to Exhibit "B", and in an amount equal to the replacement value of the Property. DDS shall be named as loss payee.

viii. Title Insurance. NPO shall procure lender's title insurance for the Property for DDS and owner's title insurance for the Property in accordance with the requirements set forth in Exhibit "B."

c. Duration of Insurance. NPO shall maintain all coverage and insurance for the entire term and for any extended period agreed upon within this Agreement.

d. Maintain Records re Insurance Coverage. NPO shall maintain records regarding all coverage and insurance for the term of this Agreement and for any extended period agreed upon within this Agreement.

e. Withhold Payment for Lack of Required Coverage. RCOC reserves the right to withhold payment of CRDP Funds in the event of material noncompliance with the applicable insurance requirements outlined in this Section 7.

f. Remedies for Failure to Provide or Maintain Required Insurance or Endorsements. In addition to any other remedies RCOC may have if NPO (or any subcontractor) fails to provide or maintain any insurance required by this Section 7 to the extent and within the time required by this Agreement, RCOC may, at its sole option:

i. Obtain the insurance and deduct and retain the amount of the premiums for the insurance from any monies due under this Agreement.

ii. Order NPO (and any subcontractor) to cease performance of the Work and/or withhold funding until NPO (or subcontractor) demonstrates compliance with the insurance requirements of this Agreement.

iii. Immediately and without further cause terminate this Agreement.

Exercise of any of the above remedies are in addition to any other remedies RCOC may have and are not the exclusive remedies for NPO's (or subcontractor's) failure to maintain or secure appropriate policies or endorsements. Nothing in this Agreement shall be construed as limiting in any way the extent to which NPO (or any subcontractor) may be held responsible for payments of

damages to persons or property resulting from NPO's (or any subcontractor's) performance under this Agreement.

g. Modification of Insurance Requirements. RCOC may modify the insurance requirements set forth above if at any time during the term of this Agreement RCOC determines, in its sole discretion, that additional coverage is necessary to protect RCOC's and DDS's interests.

8. **REPRESENTATIONS AND WARRANTIES OF NPO.** CONTRACTOR makes the following representations and warranties to RCOC. These representations and warranties are ongoing and NPO shall advise Project Manager in writing if there is any change pertaining to any matters set forth or referenced in the following subparagraphs.

a. No Conflict. To the best of NPO's knowledge, NPO's negotiation, consideration and action on this Agreement and NPO's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which NPO is a party or by which it is bound.

i. NPO agrees that no officer, employee, agent or assignee of RCOC having direct or indirect control of any monies allocated by RCOC, inclusive of the subject funds, shall serve as an officer or director of NPO.

ii. Further, NPO shall complete the Conflict of Interest Statement for CPP Funding, attached hereto as Appendix "J" to Exhibit "B", and submit said Statement to RCOC within five (5) days of the Date of Agreement.

b. No Bankruptcy. NPO is not the subject of any current or threatened bankruptcy.

c. No Pending Legal Proceedings. NPO is not the subject of a current or threatened litigation that would or may materially affect NPO's performance under this Agreement.

d. Licenses and Standards; Compliance with Laws. NPO warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Orange, and any local jurisdiction in which it may do business and/or provide services, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Further, NPO shall only contract with subcontractors that are duly licensed, insured, and qualified to provide Work under this Agreement, as applicable. Further, NPO warrants that its employees, agents, contractors, and subcontractors shall conduct themselves in compliance with the laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment, and ethical behavior.

i. Failure to Obtain or Maintain Licenses. NPO shall notify Project Manager immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any appeal, any required permits, licenses, approvals, certificates, waivers and exemptions. The inability shall be cause for termination of this Agreement by RCOC or Project Manager.

e. NPO Certification. NPO certifies that no person or entity has been employed or retained by it to solicit or secure this Agreement for a commission, percentage, brokerage fee, or contingent fee.

9. **MAXIMUM PAYMENT OBLIGATION.** The “Maximum Payment Obligation” of RCOC to NPO under this Agreement shall be Four Hundred Thousand Dollars (\$400,000) ("CRDP Funds").

a. The Maximum Payment Obligation shall apply to all Work. It is anticipated that the costs associated with completion of the Work may exceed the Maximum Payment Obligation, and NPO shall be solely responsible for the payment of said additional costs. If it is determined that the costs associated with the Work is less than \$400,000, the Maximum Payment Obligation shall be deemed to be that lower amount. In the event that the Maximum Payment Obligation is less than \$400,000, RCOC shall retain the remaining CRDP Funds to be returned to DDS.

b. Funding Contingent Upon Appropriation. Notwithstanding anything in this Agreement to the contrary, RCOC’s obligation to remit funds to NPO under this Agreement or to any Service Provider is conditioned on RCOC’s receipt of adequate funds from DDS to pay for such costs (the “Funding Contingency”). RCOC shall have the right and option to terminate this Agreement on 30 days’ notice to NPO without liability, and such termination shall be deemed a failure of the Funding Contingency if (1) RCOC does not receive the funds necessary to retain NPO’s services hereunder or a Service Provider’s services at the Property; or (2) RCOC receives funds for NPO under this Agreement or a Service Provider’s services but RCOC determines that such funds are inadequate to pay for all of the vendor services and other expenses which RCOC expects to incur in such fiscal year relating to the Property. If there is a failure of the Funding Contingency, then (1) RCOC shall have no liability to pay funds to NPO under this Agreement or any Service Provider (other than funds for services previously validly performed by NPO and for which RCOC has received funding) or to furnish any other consideration under this Agreement; and (2) neither party shall be obligated to further perform any provisions of this Agreement (other than those obligations intended to survive termination of this Agreement). In the event RCOC exercises the Funding Contingency, RCOC agrees to use best efforts to negotiate a workout for the Property.

10. **RENOVATION WORK.**

a. Development/Improvements. NPO may not make any improvements, alterations, additions or changes (collectively, the "Improvements") to the Property without first procuring the prior written consent of RCOC, which consent shall be requested by NPO prior to the commencement of the Work, and which consent shall not be unreasonably withheld by RCOC; provided, however, it shall be deemed reasonable for RCOC to withhold its consent to any Improvements which adversely affect (i) the structural portions or the systems or equipment of the Property, (ii) the exterior appearance of the Property or (iii) the ability of RCOC's Persons Served to use the Property. Notwithstanding the foregoing, NPO shall be permitted to make Improvements without RCOC's prior consent, to the extent that such Improvements are (a) decorative only, or

relate to the normal repair and maintenance of the Property (e.g., the installation of carpeting, the painting of the walls of the Property, or the basic plumbing, mechanical, HVAC and electrical work); or (b) reasonably related to the existence of an emergency to the extent necessary to maintain the value of the Property and/or the ability to safely permit the continued occupancy thereof by RCOC's Persons Served. Except to the extent permitted by DDS' Letter of Conditional Approval (as defined by the CPP Guidelines), RCOC shall have no obligation to pay for the cost of any of the Improvements performed at the Property.

b. Deliverables. RCOC's obligation to disburse CRDP Funds relating to renovation work at the Property shall be conditioned on NPO's delivery to RCOC, and RCOC's approval of, all of the following: (i) overall construction and rehabilitation budget for the Property (including a budget for the Improvements and a budget for the appliances and fixtures NPO intends to purchase for the Property); (ii) construction drawings and specifications for the proposed Improvements; (iii) architect's contract, if applicable; (iv) structural engineer's contract, if applicable; and (v) construction contract between NPO and its general contractor, including contractor's fixed price or time & materials bid to perform the renovation work on the Property. When the renovation work is complete, NPO shall provide evidence that the applicable jurisdiction has issued a final Certificate of Occupancy or its equivalent for the Property.

c. Manner of Construction; Terms of Construction Contract. RCOC may impose, as a condition of its consent to any and all Improvements or repairs of the Property or about the Property, such requirements as RCOC in its reasonable discretion may deem desirable, including, but not limited to, the requirement that NPO utilize for such purposes only contractors, subcontractors, materials, mechanics and materialmen mutually approved by the parties. RCOC shall have the right to review and approve the terms and conditions of the construction contract between NPO and its general contractor for all Improvements. Further, each construction contract must contain the following provisions: (i) the contractor shall only be entitled to payments based upon performance; (ii) the contractor must provide appropriate conditional and unconditional mechanics lien releases, in accordance with standard construction industry practice, as a condition to its receipt of each installment payment and final payment and (iii) NPO will withhold a 10 percent retention, which it shall only disburse to the contractor after the renovation work is completed, a Certificate of Occupancy (or its equivalent) is provided by the local agency (e.g., building inspector), RCOC has completed its final walk through, and NPO and the Service Provider have signed the Certificate of Acceptance attached hereto as Exhibit "C" and incorporated herein by reference. NPO shall also include the following statement in each construction contract between NPO and the general contractor: "*Regional Center of Orange County is a third party beneficiary of all of Brilliant Corners' rights under this Contract.*"

d. Construction Insurance. Prior to the commencement of Improvements at each Property, NPO shall provide RCOC with evidence that adequate liability insurance from the contractor and adequate casualty insurance (such as "Builder's All Risk" insurance or another form of casualty insurance reasonably acceptable to RCOC) is obtained/maintained in an amount approved by RCOC (which shall in no event be less than the amount actually carried by NPO) covering the construction of such Improvements, it being understood and agreed that all of such Improvements shall be adequately insured by NPO immediately upon completion thereof.

e. Compliance With Laws. NPO shall cause all Improvements and repairs to be performed in a good and workmanlike manner, in conformance with any and all applicable federal, state, county or municipal laws, rules and regulations and pursuant to a valid building permit, issued by the city or county in which the applicable Property is located, all in conformance with any commercially reasonable construction rules and regulations RCOC may promulgate from time to time.

f. Payment and Performance Bond; Alternative Performance Assurances. RCOC's disbursement of CRDP Funds for the Improvements shall be conditioned on either of the following, at RCOC's election: (i) NPO's delivery to RCOC of a Payment and Performance Bond from NPO's contractor in favor of NPO, in an amount equal to 100% of the expected costs of construction; or (ii) DDS' approval of, and NPO's compliance with, the "alternative performance assurances" described in Section IV(N) of the CPP Guidelines.

g. Timely Development. NPO is responsible and accountable for timely developing the Property so that it can be occupied by Persons Served pursuant to the terms of, and by the deadlines contained within, the CPP Guidelines. RCOC shall be responsible for timely identifying and selecting the Service Provider as well as the Persons Served for each Property, so that by the time the renovation work is completed, the Service Provider is prepared to occupy the Property and provide residential care services to Persons Served.

h. Disbursements; Procedures. RCOC shall disburse CRDP Funds for renovation work to NPO for the Property in accordance with the procedures in Section 11 below.

i. Monitoring of Plans and Work. RCOC may, in RCOC's sole and absolute discretion, monitor NPO's preparation of the plans and the contractor's performance of the renovation work, and NPO shall promptly respond to all inquiries, and cooperate, coordinate, and otherwise comply with RCOC's requests.

j. Monthly Updates. On a monthly basis during the installation of the Improvements, and at all times upon RCOC's request, NPO shall provide RCOC with an update as to the progress of its work.

k. NPO' Delivery of Proof of Expenditures; NPO' Return of Unused Funds. Upon NPO' completion of the Improvements at a Property, NPO shall provide to RCOC invoices and other evidences of NPO' costs for such work, including evidence of payment to third parties, and NPO hereby authorizes RCOC to audit NPO' books and records for such purpose. To the extent NPO receives funds before it incurs renovation costs, it is possible that funds disbursed by RCOC may exceed the total amount of funds necessary to complete the renovation work. If that occurs, NPO shall promptly return the excess funds to RCOC.

l. RCOC's Option to Deliver CRDP Funds to Third Parties. If a third party has recorded a lien or threatened to record a lien against a Property as a result of nonpayment for their services, equipment or materials, or if RCOC otherwise reasonably believes that NPO may

be in breach of contract with any third party, then RCOC may elect to disburse certain CRDP Funds directly to such third parties for NPO' benefit, rather than to NPO directly.

m. Purchased Furniture, Fixtures and Equipment. Any item of furniture, trade fixture, equipment or other personal property costing over two thousand dollars (\$2,000) that NPO purchases with funds supplied under this Agreement, and which has a useful life in excess of two years, shall be the property of the State of California. Upon termination of this Agreement for any reason, such items are subject to reclamation by the State.

n. Additional Requirements and Agreements. RCOC reserves the right to require NPO to enter into further agreements with RCOC to address the costs and procedures relating to NPO's renovation of the Property.

11. **DISBURSEMENT OF RENOVATION FUNDS.** RCOC shall disburse renovation funds to NPO for the Property in installments, as milestones are satisfied, as provided below, but never more than the Maximum Payment Obligation. RCOC shall remit each payment to NPO within thirty (30) days after RCOC receives a properly documented invoice from NPO, along with all applicable backup documentation as described below, as determined by RCOC. Any funds disbursed by RCOC in advance shall be subject to true up once NPO has incurred such expenses.

a. First Milestone: NPO's submission of documentation reasonably acceptable to RCOC that NPO has closed escrow on the Property and is the owner of fee title to the Property.

i. Amount of funds Payable to NPO upon its Completion of First Milestone: Thirty Percent (30%) of the Maximum Payment Obligation.

b. Second Milestone: NPO's submittal to RCOC, and RCOC's approval, of all of the following for the Property: (i) overall construction and rehabilitation budget (including a budget for the Improvements and a budget for the appliances and fixtures NPO intends to purchase for the Property); (ii) construction drawings and specifications for the proposed Improvements; (iii) architect's contract, if applicable; (iv) structural engineer's contract, if applicable; and (v) construction contract between NPO and its general contractor, including contractor's fixed price or time & materials bid to perform its work and install the Improvements.

i. Amount of Funds Payable to NPO upon its Completion of Second Milestone: Thirty Percent (30%) of the Maximum Payment Obligation.

c. Third Milestone: NPO's written certification to RCOC that the city or county inspector has approved the rough framing, electrical and plumbing work at the Property, along with NPO's delivery to RCOC of evidence of such approval (such as a signed inspection card from the inspector) (collectively, the "Inspector's Approval"), or RCOC's receipt and approval of any alternative written certification from NPO that RCOC concludes is functionally equivalent to the Inspector's Approval.

i. Amount of Funds Payable to NPO upon its Completion of Third Milestone: Thirty Percent (30%) of the Maximum Payment Obligation.

d. Fourth Milestone: RCOC's satisfaction that all of the Improvements have been properly completed and that the Property is physically ready for occupancy by Persons Served, after RCOC's completion of a walk-through of the Property. NPO's written certification to RCOC that the city or county inspector has approved the final completion of the Property, along with NPO's delivery to RCOC of evidence of such approval (such as a signed inspection card from the inspector) (collectively, the "Inspector's Approval"), as well as full execution of the Certificate of Acceptance attached hereto as Exhibit "C" shall constitute NPO's satisfaction of this milestone.

i. Amount of Funds Payable to NPO upon its Completion of Fourth Milestone: Ten Percent (10%) of the Maximum Payment Obligation.

e. Deadline to Expend Funds. Notwithstanding anything in this Agreement to the contrary, the deadline for RCOC to disburse renovation funds to NPO is June 30, 2027, and NPO must submit invoices no later than March 5, 2027; NPO must therefore complete all renovations prior to March 5, 2027, unless directed otherwise in writing by RCOC. All of RCOC's disbursements are conditioned upon NPO's compliance with the project milestones for the Property by such deadline; provided, however, the deadline for NPO to satisfy the Second Milestone for the Property shall be the earlier of the above deadline date or the 90th day after NPO purchases the Property.

11. **CRDP FUND RECOUPMENT.** As a condition of receiving funding under this Agreement, NPO is required to renovate and lease the Property to a third-party Service Provider to be used in perpetuity as an EBSH for regional center Persons Served, as set forth in this Agreement. This ninety-nine (99) year term shall run concurrently with the ninety-nine (99) year term required pursuant to Section 10 of the Acquisition Agreement. In addition, NPO is required to complete any and all requirements, improvements, work or activities to ensure that the Property meets all statutory and regulatory requirements to be utilized as an EBSH. If for any reason NPO ceases to lease the Property during the 99 year term as required under the terms of this Agreement, or the Property is not eligible for use as an EBSH, the funds provided under this Agreement shall immediately become due and payable as provided below. A temporary cessation of use of the Property by regional center Persons Served due to casualty or temporary condemnation not caused by the NPO shall not require the NPO to repay CRDP Funds.

a. If NPO ceases to lease the Property for use as an EBSH or if the Property is determined not to meet all statutory and regulatory requirements to be utilized as an EBSH in accordance with the terms of this Agreement at any time up to twenty (20) years after the Property is acquired, then NPO shall immediately repay RCOC one hundred percent (100%) of all CRDP Funds paid by RCOC pursuant to this Agreement.

b. If NPO ceases to lease the Property for use as an EBSH or if the Property is determined not to meet all statutory and regulatory requirements to be utilized as an EBSH in

accordance with the terms of this Agreement at any time which is more than twenty (20) years but less than forty (40) years after the Property is acquired, then NPO shall immediately repay RCOC eighty percent (80%) of all CRDP Funds paid by RCOC pursuant to this Agreement.

c. If NPO ceases to lease the Property for use as an EBSH or if the Property is determined not to meet all statutory and regulatory requirements to be utilized as an EBSH in accordance with the terms of this Agreement at any time which is more than forty (40) years but less than sixty (60) years after the Property is acquired, then NPO shall immediately repay RCOC sixty percent (60%) of all CRDP Funds paid by RCOC pursuant to this Agreement.

d. If NPO ceases to lease the Property for use as an EBSH or if the Property is determined not to meet all statutory and regulatory requirements to be utilized as an EBSH in accordance with the terms of this Agreement at any time which is more than sixty (60) years but less than eighty (80) years after the Property is acquired, then NPO shall immediately repay RCOC forty percent (40%) of all CRDP Funds paid by RCOC pursuant to this Agreement.

e. If NPO ceases to lease the Property for use as an EBSH or if the Property is determined not to meet all statutory and regulatory requirements to be utilized as an EBSH in accordance with the terms of this Agreement at any time which is more than eighty (80) years but less than ninety-nine (99) years after the Property is acquired, then NPO shall immediately repay RCOC twenty percent (20%) of all CRDP Funds paid by RCOC pursuant to this Agreement.

12. **SECURITY.** The following documents shall be recorded on the Property as set forth in the Acquisition Agreement:

- a. DDS Restrictive Covenant, attached hereto as Appendix "A" to Exhibit "B";
- b. DDS Deed of Trust, attached hereto as Appendix "D" to Exhibit "B";
- c. DDS Promissory Note, attached hereto as Appendix "C" to Exhibit "B";
- d. DDS Request for Notice of Default and/or Sale, attached hereto as Appendix "E" to Exhibit "B"; and
- e. Regional Center's Request for Notice of Default and/or Sale, attached hereto as Appendix "F" to Exhibit "B."

The recorded documents set forth above in this Section 12 shall include the total amount of CRDP Funds provided to NPO pursuant to both the Acquisition Agreement and this Agreement. Changes to the documents set forth in subsections (a) through (e) above and any future encumbrances against the Property are prohibited without the prior written consent of DDS. The documents in subsections (a) through (e) above may be recorded subordinate only to a DDS approved Senior Lender Deed of Trust.

13. **LEASE.** RCOC and NPO agree as follows with respect to leasing the Property:

a. Selection of Tenant. NPO acknowledges that, despite its position as landlord under the Lease, NPO has no right to select the master tenant. Rather, RCOC shall have the sole right to select the initial tenant and all replacement tenants for the Property; provided, however, each master tenant must be a service provider vendored by RCOC. Similarly, RCOC shall have the sole right to cause one master tenant to assign its interest under the Lease to a new master tenant.

b. The Lease Form; the Lease Addendum. NPO may use any form of lease it chooses, provided that RCOC approves such form in writing in advance. The Lease shall include a Lease Addendum that is identical to the Lease Addendum template attached hereto as Exhibit “D”. All references in this Agreement to the “Lease” include the Lease Addendum. RCOC may require changes to the form of the Lease if so requested or required by DDS.

c. Specific Lease Restrictions. NPO shall not do any of the following without first obtaining RCOC’s express written consent, which shall not be unreasonably withheld: (1) lease, sublease or license rights in the Property to any party other than the applicable Service Provider under the Lease; (2) materially modify or amend any Lease (including but not limited to the amount of the rent) or terminate any Lease; or (3) unreasonably hinder a Service Provider in providing services to the Persons Served residing in the Property.

d. Notification of Service Provider Delinquencies. As soon as NPO becomes aware of any delinquent rent payments under the Lease, or any other monetary or non-monetary default by a Service Provider under the Lease, NPO shall promptly notify RCOC of such fact in writing.

e. RCOC’s Reimbursement to Service Provider. Subject to (1) NPO’s compliance with the terms of this Agreement and (2) the Service Provider’s compliance with the terms of its service provider agreement with RCOC for the Property (the “Service Provider Agreement”), RCOC will pay the Service Provider the amounts to which the Service Provider is entitled to receive under its Service Provider Agreement, including amounts sufficient satisfy the Debt Service (defined below).

i. Amount of Debt Service; Determination of Agreed Rent. The term “Debt Service” means NPO’s total monthly repayment obligation for a senior lender loan (“Loan”) encumbering the Property. With respect to the Property that NPO intends to purchase, the parties shall comply with the following procedure: (1) as soon as practicable before NPO purchases the Property, NPO shall inform RCOC of the expected Debt Service for such Property as of the expected commencement date of the Lease for the Property, as well as other continuing costs of Property ownership (including but not limited to property insurance, property management fees, property taxes [if applicable], the Reserve (defined in Section 13(i) below) and the cost of maintenance and repairs); (2) RCOC shall then have the right, in its sole and absolute discretion, to decide whether to approve the Debt Service and such other expected costs of Property ownership, or any lesser sum; the amount so approved by RCOC is the “Agreed Rent”; (3) NPO shall have the right to approve RCOC’s determination of the Agreed Rent; and (4) if NPO informs RCOC in writing that NPO does not agree with the amount of the Agreed Rent within 10 days

after RCOC notifies NPO of the determination of the Agreed Rent, then such Property shall not be subject to this Agreement or entitled to any CRDP Funds.

ii. Payment of Agreed Rent. The Agreed Rent for the Property (1) shall become the monthly rent for such Property; and (2) shall be recognized by RCOC as a valid expense of the Service Provider as part of RCOC's calculation of the sums which the Service Provider shall be entitled to receive from RCOC under the Service Provider Agreement relating to such Property. Once the Service Provider's obligation to pay the Agreed Rent commences, the Agreed Rent shall not be abated or adjusted based on the occupancy level of the Residence at any time. The Agreed Rent shall remain a fixed amount even if the Loan has a variable interest rate or other features that cause the Debt Service to fluctuate, unless the parties expressly agree in writing that the Agreed Rent will fluctuate with the Debt Service during the Loan term.

(1) Reduction of Agreed Rent Upon Repayment of a Loan. Notwithstanding the provisions in Section 13(e)(ii) above, at such time(s) as the Loan to NPO has been repaid in full (without refinancing), the Agreed Rent for the applicable Property shall be reduced by an amount equal to the Debt Service previously owed (and, in such event, RCOC's payment to the Service Provider leasing the applicable Property shall be automatically reduced by the same amount).

(2) Reduction of Agreed Rent Tied to Reduction in Real Property Taxes for Tax Exempt Service Provider. Notwithstanding the provisions in Section 13(e)(ii) above, if the Service Provider or any successor Service Provider is a nonprofit entity under Internal Revenue Code section 501(c)(3), then once NPO receives the tax exemption described in Section 14 below, the Agreed Rent under the Lease shall be reduced by an amount equal to the difference between (i) the amount of real property taxes in effect on the date NPO acquired fee title to the applicable Property and (ii) the amount of the reduction in real property taxes as a result of obtaining the tax exemption (and, in such event, RCOC's payment to the Service Provider leasing the Property shall be automatically reduced by the same amount). Further, if the tax exemption is retroactive, NPO shall promptly remit to RCOC an amount equal to any tax refund payment NPO receives from the taxing authority. If the tax exemption is revoked, the Agreed Rent under the Lease shall be increased by a like amount (and, in such event, RCOC's payment to the Service Provider leasing the applicable Property shall be automatically increased by the same amount).

(3) Change of Agreed Rent Due to Changes in Operating, Maintenance and/or Repair Costs. Notwithstanding the provisions in Section 13(e)(ii), at NPO's request the parties shall meet (but not more often than every 12 months) to discuss whether to increase the Agreed Rent to the extent NPO's net operating, maintenance and/or repair costs have increased during such previous 12-month period (after taking into account any additional funds NPO has received from RCOC, the Service Provider or any third party during such time period to compensate NPO for any changes in such costs). As a result of such meeting, the parties may mutually agree to increase the Agreed Rent to a new fixed monthly amount to reasonably account for such net cost increases; *provided, however*, (i) RCOC may consent or withhold its consent to

any increase in Agreed Rent at RCOC's sole and absolute discretion; and (ii) RCOC may condition its agreement to increase the Agreed Rent on DDS's approval of such rent increase.

iii. Refinancing. If NPO refinances a Loan, the Agreed Rent for the Property shall remain its original fixed amount even if the amount of the Debt Service for the refinanced Loan is greater than, or less than, the Debt Service for the original Loan. If the refinanced Loan has a variable interest rate or other features that cause the Debt Service under the refinanced Loan to fluctuate, the Agreed Rent shall remain a fixed amount, unless the parties expressly agree a written agreement that the Agreed Rent will fluctuate with the Debt Service during the term of any refinanced Loan. Notwithstanding anything herein to the contrary, at any time the Debt Service for any Loan or refinanced Loan is reduced to below the original Debt Service, RCOC shall have the option to reduce the Agreed Rent to an amount determined by RCOC in its sole and absolute discretion; provided, however, such reduction of Agreed Rent shall not be more than the amount of the reduction between the original Debt Service and the new Debt Service. The parties acknowledge that DDS must consent to the refinancing of the Property.

f. NPO's Lease Obligations. At minimum, NPO shall be responsible for all of the following obligations under the Lease (at no additional cost to the Service Provider or RCOC, as such costs are built into the rent): (1) all expenses, costs and amounts of every kind and nature reasonably necessary or appropriate to manage the Property; (2) maintaining and repairing the residence on the Property ("Residence") (including but not limited to the roof, foundation, floor slab, structural components, landscaping and its mechanical, electrical and plumbing components) in good condition, order and repair; (3) the cost of any insurance which NPO determines to carry; (4) fees, charges and other costs, including consulting fees, legal fees and accounting fees, of all contractors engaged by NPO or otherwise reasonably incurred by NPO in connection with the management, renovation, improvement, maintenance and repair of each Residence; (5) wages, salaries and other compensation and benefits of all persons engaged in the management, maintenance or security of the Property, and employer's Social Security taxes, unemployment taxes or insurance, and any other taxes which may be levied on such wages, salaries, compensation and benefits; (6) real property taxes [if any] and assessments; and (7) to the extent applicable, the cost of annually filing the welfare tax abatement described in Section 14 below so that it does not lapse. Notwithstanding the foregoing, the cost of any repairs or replacements to the Residence resulting from the negligence or intentional misconduct of a Service Provider or any Person Served shall be the responsibility of the Service Provider.

g. Compliance with RCOC's Instructions. NPO agrees to promptly perform all acts and sign all documents relating to the Lease as RCOC may from time to time instruct. Thus, for example, if RCOC decides that a Lease should be amended in a manner that will not materially increase NPO's obligations or materially reduce its rights thereunder, or that a Lease amendment or sublease should be consented to, or that the existing Service Provider tenant should assign its rights to a new Service Provider tenant, then NPO shall promptly take the necessary action to accomplish the same in accordance with RCOC's instructions.

h. Use by Service Provider. Once the initial Service Provider has leased a Property, RCOC shall be solely responsible for replacing the Service Provider during the Lease term, and RCOC shall pay an amount equal to the Agreed Rent when such Property is not leased during the term of this Agreement.

i. The Reserve Account.

i. From each payment of Agreed Rent with respect to the Property, NPO shall deposit the sum of \$500 per month per home (the "Reserve") into a segregated account in NPO's name (the "Reserve Account"). The purpose of the Reserve is to create a fund for repairs and replacements to the capital improvements at the Properties, including but not limited to the roof, foundation, and structural elements of the Residences thereon. The Parties agree that the proposed Reserve deposit may be adjusted by mutual agreement during the DDS escrow phase proposal or upon completion of renovations.

ii. The funds in the Reserve Account shall be segregated from NPO's operating account and other accounts. However, NPO may hold reserves for other homes in the Reserve Account, as long as (i) such homes are also occupied by RCOC's Persons Served, (ii) such homes are located in RCOC's catchment area (unless otherwise approved by RCOC in writing) and (iii) NPO's books and records at all times reflect the amount of the funds in the Reserve Account applicable to the Property. NPO shall not use the Reserve for any other property without first obtaining RCOC's written consent.

iii. NPO's release and application of funds from the Reserve Account shall be subject to monitoring by RCOC. NPO shall notify RCOC in writing each time NPO withdraws funds from the Reserve Account. Further, NPO shall not expend more than One Thousand Dollars (\$1,000) from the Reserve Account for any one repair at the Property without first obtaining RCOC's written approval, which shall not be unreasonably withheld.

iv. At any time during the term of the Lease, at RCOC's request and for reasonable cause, NPO shall increase or decrease the monthly amount of the Reserve, subject to (i) both parties' review of the Property's operating income and expenses to determine if such change is justified; and (ii) any lender reserve-for-replacement requirements.

v. At least once per year, and more often if requested by RCOC, NPO shall provide a Reserve Report to RCOC. The Report shall (i) estimate the remaining useful life of capital improvements at the Property, both individually and collectively, (ii) estimate the amount of funds reasonably needed to timely replace such capital improvements, (iii) state the total amount in the Reserve Account applicable to the Property and (iv) list all expenditures from the Reserve Account during the prior 12 month period applicable to the Property.

14. **PROPERTY TAX EXEMPTION.** In the event that the third-party service provider selected by RCOC is a 501(c)(3) non-profit organization, NPO shall file a property tax exemption application as early as possible after the NPO purchases the Property and has signed a lease with the third-party service provider, but no later than the first day the first regional center Person

Served occupies the Property. If the Property is exempt (or intended to be exempt) from real property taxes, NPO shall (a) insure all assessments are timely paid; and (b) take all necessary actions within its control to insure the Property's tax exempt status is not lost. If the Property is not exempt from real property taxes, NPO shall insure all property taxes and assessments are timely paid.

15. **RIGHT OF ACCESS.** Without limiting any rights of access which RCOC and/or DDS may have irrespective of this Agreement, representatives of RCOC and/or DDS shall have a reasonable right of access to the Property for purposes of inspecting and evaluating the Property and any construction or other work being performed thereon. NPO shall cooperate with providing RCOC access and information as required for RCOC to complete all monitoring and reporting requirements, including the Community Placement Plan Housing Annual Report, attached hereto as Appendix "M" to Exhibit "B."

16. **MANAGEMENT AND MAINTENANCE.** NPO shall, at NPO's sole cost and expense (except as otherwise provided below), keep the Property (including, without limitation, the exterior walls, foundation, roof structure and membrane, and all improvements, fixtures, equipment, appliances, water lines, plumbing, plumbing fixtures, electrical, heating and air conditioning systems and furnishings therein), in good order, repair and condition at all times during the term of this Agreement. NPO shall maintain the Property in an aesthetically pleasing manner, and in a manner consistent with that which could be considered normal and customary for private residences (i.e., at a minimum, in material conformance with the standards of landscaping and appearance observed in the surrounding neighborhood). All such above-referenced items shall function at the Property for its intended purpose. In addition, NPO shall, at NPO's sole cost and expense, promptly and adequately repair all damage to the Property and replace or repair all damaged, broken, or worn fixtures and appurtenances, including any damage caused by ordinary wear and tear; provided however, that, at RCOC's option, or if NPO fails to make such repairs, RCOC may, but need not, make such repairs and replacements, and NPO shall pay RCOC the cost thereof. Each Property shall be subject to periodic inspections by RCOC. Notwithstanding the foregoing, to the extent NPO and RCOC agree that some or all of NPO's obligations hereunder are to be performed by a third-party entity or individual (such as pursuant to a management agreement), NPO shall be responsible for ensuring that any such third-party contractor shall comply with the requirements imposed on NPO pursuant to the terms of this Agreement, and in any event NPO shall continue to remain ultimately responsible to RCOC for the performance of all of the obligations set forth in this Agreement.

17. **LIENS AND STOP NOTICES.** If a claim of a lien or stop notice is given or recorded affecting the Property, NPO shall within thirty (30) days of such recording or service:

- a. Pay or discharge the same; or
- b. Affect the release thereof by recording and delivering to RCOC a surety bond in sufficient form and amount, or otherwise; or

c. Provide RCOC with other assurance that it deems, in RCOC's sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of RCOC and DDS from the effect of such lien or bonded stop notice.

17. **RECORDS.**

a. Maintain Complete Books and Records. In addition to any statutory and regulatory requirements regarding recordkeeping, NPO shall keep books and records as shall be necessary relating to the Work so as to enable RCOC to evaluate performance under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with Generally Accepted Accounting Principles (GAAP). Project Manager, RCOC and their staff, legal counsel, and other RCOC consultants (as approved by Project Manager) shall have full and free access to all books and records of NPO (and any subcontractor), pertinent to this Agreement, at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from the records.

i. NPO shall prepare and maintain accurate and complete financial records of its business operations, and in particular records related to the Work, in accordance with all statutory and regulatory requirements.

b. Inspection and Access to Records. Without limiting any rights to access which RCOC may have irrespective of this Agreement, Project Manager and any authorized RCOC representatives shall have access to NPO's records for the purpose of monitoring performance and provision of the Work pursuant to this Agreement. NPO shall make available its records within the borders of Orange County within ten (10) days after receipt of written demand by Project Manager or his/her designee. In the event NPO does not make available its records within the borders of Orange County, NPO agrees to pay all necessary and reasonable direct and indirect expenses incurred by RCOC or RCOC's designee necessary to obtain NPO's records.

c. Reports. Upon request by the Project Manager, NPO shall submit a written progress report addressing the Work performed, progress toward the objective of the Agreement, difficulties encountered during the reporting period, and any remedial/corrective action taken.

18. **ZERO TOLERANCE POLICY.** NPO shall ensure all of its employees are fully informed upon hire, and annually thereafter, about RCOC's Zero Tolerance Policy Regarding Abuse or Neglect of Those We Serve, pursuant to the Elder Abuse and Dependent Adult Civil Protection Act (California WIC section 15600-15675), and Child Abuse and Neglect Reporting Act (California Penal Code sections 11164-11174.3). Such policy is posted on RCOC's website. Any NPO employee or agent who fails to report Person Served abuse or neglect may be subject to penalties defined in law (WIC, section 15630(h)). In addition, upon becoming aware of a reportable incident or allegation of abuse or neglect of a Person Served, NPO shall take immediate action to protect the health and safety of the involved Person Served and all other Persons Served. NPO shall ensure its staff has knowledge of the signs of abuse and neglect, the process for reporting suspected abuse or neglect, and the consequences of failing to follow the law or adhere to RCOC's

Zero Tolerance Policy. NPO's failure to comply with the policy and the abuse/neglect reporting laws is considered a material breach of this Agreement.

19. **NOTICES.**

a. Method and Form of Notice. Unless otherwise specified, all formal notices, claims, correspondence, or reports shall be addressed as follows:

RCOC: Regional Center of Orange County
1525 N. Tustin Avenue
Santa Ana, CA 92705
Attn: Jack Stanton

NPO: Brilliant Corners
1360 Mission St., Suite 300
San Francisco CA 94103
Attn: Serena Fields, Dir. Housing Development & Management

All notices shall be deemed effective when in writing and personally delivered or deposited in the United States mail, express, priority or first class, postage prepaid and addressed as above. Any notices addressed in any other fashion shall be deemed not given. Project Manager and NPO may mutually agree in writing to change the addresses to which notices are sent.

b. Advisory Notices Required. NPO shall immediately notify RCOC, in writing, whenever NPO has knowledge that there is or may be a delay in the timely performance of this Agreement. NPO shall include all relevant information with respect to the actual or potential delay.

20. **TERM AND TERMINATION.**

a. Term of Agreement. The term of this Agreement shall commence on Date of the Agreement provided above and shall terminate three (3) years therefrom, unless earlier terminated pursuant to the provisions of this Section 20 of this Agreement.

b. Grounds for Immediate Termination. RCOC may immediately terminate this Agreement in any of the following circumstances:

i. In the event RCOC has reasonable grounds to believe that NPO has offered or given any gratuity to any officer or employee of RCOC that would tend to influence that person's decision regarding any aspect of this Agreement.

ii. In the event an enforcement action, such as a vendorization termination, is taken against NPO which frustrates the purposes of this Agreement. In the event of such termination, NPO shall repay to RCOC all funds provided pursuant to this Agreement.

c. Termination for Cause Due to Default of NPO. RCOC reserves the express right to terminate this Agreement for cause due to the default (as defined in Section 21) of NPO in its performance of obligations under this Agreement, provided that RCOC shall first provide NPO with written notice of any such default and, if such default is susceptible to cure, provide NPO with thirty (30) calendar days in which to cure such default to RCOC's satisfaction (in which event such notice of termination shall be deemed rescinded, and this Agreement shall remain in full force and effect in accordance with its terms). If NPO fails to cure the default within the thirty (30) day period, RCOC shall be entitled to terminate the Agreement for cause by providing NPO written notice thereof. In the event this Agreement is terminated pursuant to this subsection, NPO shall immediately repay RCOC all funds provided pursuant to this Agreement.

21. **DEFAULT.** Failure by NPO to perform and/or comply with any provision, covenant, or condition of this Agreement shall be a default of this Agreement. In the event of default RCOC may avail itself of any remedies available at law, in equity, or otherwise specified in this Agreement (including immediate termination for cause as set forth in Section 20(c) above).

22. **COUNTERPARTS.** This agreement may be executed in several counterparts, all of which shall constitute but one and the same instrument. Faxed and/or electronically scanned signatures shall have the same force and effect as an original signature.

23. **DISPOSAL POLICY.** NPO shall develop a written policy on the disposal of any existing fixtures and major appliances that are included in the Property's purchase. The disposal policy shall be provided to RCOC prior to the commencement of any work on the Property.

24. **GENERAL TERMS AND CONDITIONS.**

a. Compliance with Laws. NPO shall provide all Work in accordance with all applicable federal and state laws, statutes and regulations and local ordinances and resolutions. NPO shall comply with all laws, rules or regulations applicable to the Scope of Work and provision of Work, as any may now exist or as changed or added after the Date of Agreement.

b. Familiarity with Work. By executing this Agreement and prior to performing or providing any Work under this Agreement, NPO warrants and shall be satisfied that (a) it has thoroughly investigated and considered the Work, (b) it has carefully considered how the Work should be performed, will be implemented, and will be completed, and (c) it fully understands the facilities, difficulties, and restrictions, attending carrying out the performance obligations of this Agreement.

c. Care of Work. NPO shall adopt reasonable methods during the term of this Agreement to furnish continuous protection to the Property, facilities, equipment, and persons providing the Work, and to the work product, records, and other papers to prevent losses or damages. NPO shall be responsible for all losses or damages, to persons or property (including real property, personal property, both tangible and intangible), except the losses or damages as may be caused by RCOC's sole negligence. The performance of Work by NPO shall not relieve

NPO from any obligation to correct any incomplete, inaccurate, or defective work or service at no further cost to RCOC, when the inaccuracies are due to the negligence, action, or inaction of NPO.

d. Severability. If a court of competent jurisdiction declares any provision of this Agreement or its application to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or its application shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

e. California Law. This Agreement shall be construed and interpreted both as to validity and to performance in accordance with the laws of the State of California. Legal actions concerning any default, dispute, interpretation, declaration of rights, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in the county, and NPO covenants and agrees to submit to the personal jurisdiction of the court in the event of any action.

f. Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair any right or remedy or be construed as a waiver. One party's consent or approval of any act by the other party requiring the other party's consent or approval shall not be deemed to waive or render unnecessary the party's consent to or approval of any subsequent act of the party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

g. Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of the rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

h. Covenant Against Discrimination. In the performance of this Agreement, NPO shall not engage in, nor permit any employee or agent to engage in discrimination in employment of persons or provision of Services or assistance, nor exclude any person from participation in, nor deny any person the benefits of, nor or subject any person to discrimination under any program or activity funded in whole or in part with RCOC funds on the grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender or sexual orientation, except as permitted by applicable provisions of Federal and State law. NPO shall comply with Title II of the Americans with Disabilities Act, (42 U.S.C. §12101, *et. seq.*) as it relates to public accommodations.

i. Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct or remedy any default, to recover damages for any

default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

j. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the non-prevailing party.

k. Waiver of Jury Trial. Both RCOC and NPO agree and acknowledge that each is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, expressly and knowingly waives and releases all rights to trial by jury in any action, proceeding or counterclaim brought by any party against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters of any kind or type arising out of or in any way connected with this Agreement and/or any other claim of injury or damage.

l. Time of Essence. Time is of the essence in the performance of this Agreement.

m. Confidentiality of Records. The NPO shall maintain confidentiality of records in accordance with the law, including, but not limited to, the provisions of Welfare and Institutions Code §§4514, 5328, and 14100.2. The NPO and all employees shall respect the confidentiality of all person served information they receive.

n. Survival. The rights and obligations set forth in this Agreement shall extend beyond the term or termination of this Agreement only to the extent expressly provided for herein, or to the extent that the survival of such rights or obligations are necessary to permit their complete fulfillment or discharge.

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IN WITNESS WHEREOF, RCOC and NPO have executed this Agreement as of the date first written above.

REGIONAL CENTER OF ORANGE COUNTY

Larry Landauer, M.S.W., Executive Director

BRILLIANT CORNERS

Name/Title: _____

EXHIBIT "A"
SCOPE OF WORK

Brilliant Corners ("NPO") shall renovate and maintain one (1) single family residence ("Property") acquired pursuant to the Acquisition Agreement to be leased to a third-party service provider selected by RCOC ("Service Provider") and used in perpetuity as an EBSH. EBSH shall mean an Enhanced Behavioral Supports Home meeting the requirements of Article 3.6 of Chapter 6 of Division 4.6 of the California Welfare and Institutions Code (§§4684.80 - 4684.86).

NPO shall renovate the home as necessary to meet all statutory and regulatory requirements for the Property to be utilized as an EBSH, as well as to meet the unique needs of the identified regional center Persons Served that will reside there. NPO shall only be reimbursed for eligible renovation costs, as set forth in Section VII.B. of Exhibit "B", unless otherwise approved in advance by RCOC. NPO shall take all actions reasonably within its control to have the Property ready for occupancy by Persons Served no later than six (6) months from the date of close of escrow.

EXHIBIT “B”
FISCAL YEAR 2017-18 COMMUNITY PLACEMENT PLAN
HOUSING GUIDELINES
INCLUDING OCTOBER 5, 2020 AMENDMENTS

EXHIBIT C
FORM OF CERTIFICATE OF ACCEPTANCE

CERTIFICATE OF ACCEPTANCE

Reference is made to that certain Lease dated as of _____, 20__ (the "Lease"), by and between Brilliant Corners, as Landlord, and _____, as Tenant, for the property located at _____. Capitalized terms used, but not defined, herein shall have the meaning set forth in the Lease.

In accordance with the Lease, the Parties have inspected the Premises and have determined that all work required to be performed by, or on behalf, of the Landlord necessary to permit the Premises to be utilized by the Tenant for the Permitted Use has been completed. Therefore, the Parties desire to execute this Certificate of Acceptance, and the Parties mutually agree and acknowledge as follows:

The date of inspection of the Premises by the Parties was: _____.

The Commencement Date is: _____.

The Rent Reduction Period commences as of: _____.

The first payment of Base Rent is due no later than: _____ **[INSERT DATE 6 MONTHS AFTER THE COMMENCEMENT DATE]** (provided, however, as set forth in the Lease, the Parties acknowledge that the Rent Reduction Period shall end sooner if full occupancy of the Building occurs prior to the first (1st) day of the seventh (7th) full calendar month after the Commencement Date).

As of the Commencement Date (as set forth above), the Tenant acknowledges that the Landlord has delivered exclusive occupancy of the Premises to the Tenant, that the Tenant accepts the Premises in its current and existing condition, and that the Tenant is obligated to pay Rent to the Landlord in accordance with the terms of the Lease. Nothing in this Certificate of Acceptance shall be deemed to waive any provision of the Lease.

AGREED AND ACCEPTED BY:

LANDLORD:

BRILLIANT CORNERS, a California
nonprofit public benefit corporation

By: _____

Name: _____

Its: _____

TENANT:

_____, a _____

By: _____

Name: _____

Its: _____

EXHIBIT D
ADDENDUM TO LEASE

ADDENDUM TO LEASE

This is an Addendum to the Lease dated _____, 20__ between Brilliant Corners, a California nonprofit corporation ("Landlord") and _____ ("Tenant") for premises commonly known as _____ in _____, California (the "Premises"). If any inconsistency exists between the Lease and the terms of this Addendum, the terms of this Addendum shall control.

The parties further agree as follows:

1. Third Party Beneficiary. Regional Center of Orange County, a California nonprofit corporation ("RCOC"), is a third party beneficiary of both (1) Landlord's rights against Tenant and (2) Tenant's rights against Landlord under this Lease.

2. Use of the Premises; Permitted Uses. The Premises shall be used solely as a long-term residence for persons with developmental disabilities and eligible for services from RCOC (the "Intended Use"). Tenant shall not use the Premises for any other use without (1) Landlord's prior written consent, which shall not be unreasonably withheld, and (2) RCOC's prior written consent. The purpose of this provision is to ensure that the use of the Premises is maintained for the benefit of persons with developmental disabilities, in accordance with the Restrictive Covenant encumbering the Premises.

3. Vendorization Compliance. During the Term of this Lease, Tenant shall at all times: (1) maintain its vendorization with RCOC; (2) comply with all service provider vendorization and other applicable requirements under law (including but not limited to the applicable provisions in Titles 17 and 22 of the California Code of Regulations and Divisions 4.5 and 9 of the California Welfare and Institutions Code); and (3) comply with all requirements of Tenant's Service Provider Agreement with RCOC (hereinafter collectively, the "Vendorization Requirements"). RCOC's delivery of written notice to Landlord that Tenant is in breach of any Vendorization Requirement shall constitute a default and breach under this Lease; provided, however, RCOC will not provide such notice to Landlord until after (1) RCOC has notified Tenant in writing that Tenant is in breach of the Vendorization Requirements and (2) Tenant fails to cure such breach by the deadline set forth in RCOC's notice (based on the notice and cure periods set forth in the Service Provider Agreement between RCOC and Tenant in its capacity as Service Provider). Upon Landlord's receipt of such notice, Landlord shall promptly exercise its rights under the Lease to evict Tenant (or require Tenant to assign its rights under this Lease to a new Service Provider selected by RCOC as provided in Section 5 below); provided, however, (1) all costs of such eviction or lease assignment shall be borne by RCOC and (2) at RCOC's request, Landlord will delegate to RCOC the authority to engage counsel to evict Tenant on behalf of Landlord.

4. Insurance Policy Requirements. All insurance policies that Tenant is obligated to maintain under this Lease shall (a) provide that they will not be cancelled on less than 30 days' prior written notice to Landlord and RCOC and (b) in the case of liability policies, contain a named insured endorsement and name Landlord and RCOC as "additional named insureds". Certificates of insurance shall be provided to Landlord and RCOC upon request during the Term.

5. Default; Special Notice, Cure and Assignment Rights Available to RCOC. Notwithstanding anything in the Lease to the contrary, no Tenant default shall occur until Landlord has also notified RCOC in writing of the breach and has given RCOC the same amount of time to cure the breach as Tenant is entitled under this Lease. If RCOC timely cures the breach, then RCOC may elect to designate a replacement tenant in lieu of Tenant (a "Designee") upon delivery to Landlord, as soon as practicable after such cure, of a written assumption by the Designee of Tenant's obligations under this Lease (and RCOC shall be responsible for paying all rent in the interim). The date of any such delivery of such written assumption of Tenant's obligations by Designee pursuant to the foregoing sentence is hereinafter referred to as the "Default Assignment Date." In the event of any such election, Landlord agrees to recognize the assignment of this Lease to the Designee, in the manner and on terms and conditions more fully described below, and to accept the performance by the Designee as the tenant under this Lease, subject to all of the terms and conditions hereof:

5.1 Upon a Default Assignment Date, Tenant shall be deemed to have made an absolute, irrevocable assignment without any condition precedent, for purposes of vesting in the Designee all of Tenant's right, title and interest in this Lease, and in and to the following intangible property, agreements and deposits which are now or hereafter used in connection with the operation of the Premises (collectively, the "Intangibles"): (1) Tenant's management agreements and service contracts for the benefit of the Premises and which can be terminated without penalty by Tenant within 30 or fewer days' notice; (2) all existing agreements with RCOC's consumers who reside on the Premises (the "Residents"), to the extent assignable by Tenant (excluding the right to any payments for periods prior to the Default Assignment Date); and (3) all deposits of any nature (including but not limited to security deposits, utility deposits and Residents' deposits), prepaid rent and Residents' personal accounts held by Tenant. Designee agrees to assume all of Tenant's obligations under the Intangibles from and after the Default Assignment Date.

5.2 Upon the Default Assignment Date, the Designee shall be responsible for and shall pay all accrued expenses with respect to the Premises accruing on or after the Default Assignment Date and shall be entitled to receive and retain all revenues from the Premises accruing on or after the Default Assignment Date.

5.3 Upon the Default Assignment Date, all necessary arrangements shall be made to provide possession of the Premises to the Designee as soon as is practicable, but in no event later than five (5) days after RCOC notifies Tenant of the name and address of the Designee. At the time Tenant transfers possession of the Premises to the Designee, Tenant shall deliver to RCOC and the Designee (1) all Resident records and other personal information concerning all Residents residing at the Premises as of the Default Assignment Date and (2) all financial statements and other relevant records used or developed in connection with the Premises or business conducted at the Premises. Such transfer and delivery shall be in accordance with all legal requirements concerning the transfer of such records.

5.4 On the Default Assignment Date, Tenant shall provide RCOC with an accounting of all funds belonging to Residents at the Premises that are held by Tenant in a custodial capacity. Such accounting shall set forth the names of the Residents for whom such funds are held and the amounts held on behalf of each such Resident. Additionally, Tenant shall make or assist with all necessary arrangements to transfer such funds to a bank account designated by RCOC,

and RCOC or its Designee shall in writing acknowledge receipt of and expressly assume all Tenant's financial and custodial obligations with respect thereto.

5.5 All cash, checks and cash equivalents at the Premises and deposits in bank accounts (other than any client trust accounts) relating to the Premises on the Default Assignment Date shall remain Tenant's property after the Default Assignment Date. Tenant shall remain responsible for the payment of its liabilities, including accounts payable and payment of rent hereunder. RCOC or its Designee shall assume responsibility for the billing and collection of payments on account of services rendered by Designee on and after the Default Assignment Date. All payments applicable to services rendered after the Default Assignment Date shall be retained by RCOC or its Designee. RCOC or its Designee shall cooperate with Tenant in Tenant's collection of its remaining accounts receivable. Neither RCOC nor its Designee shall have any liability for uncollectible receivables, and neither shall be obligated to bear any expense as a result of such activities on behalf of Tenant.

5.6 RCOC or its Designee shall have an option to purchase any, all, or none of Tenant's furnishings and equipment used in the operation of the Premises for a price equal to its then fair market value (provided, however, to the extent (1) such furnishings and equipment were already located at the Premises at the time Tenant began to lease the Premises or (2) Tenant or its predecessor(s) had purchased such equipment and furnishings with funds provided by RCOC or any of them, Tenant shall transfer ownership of such equipment and furnishings to RCOC or its Designee for no additional consideration). RCOC or its Designee may exercise its option at any time prior to the expiration of 30 days following the Default Assignment Date. If the parties are unable to agree upon the fair market value of any equipment or furnishings which RCOC or its Designee elects to purchase, RCOC shall remit what it reasonably believes to be fair market value, Tenant shall transfer the items to RCOC or its Designee and the parties shall resolve any remaining differences by jointly selecting a third party appraiser to value the items, and such appraiser's decision will be binding on the parties; if the parties are unable to agree on an appraiser, either party may petition to a judge of the Superior Court in the County in which the Premises is located to select an appraiser on behalf of the parties. RCOC or its Designee shall also have the right to purchase all, some, or none of Tenant's supplies on hand upon the Default Assignment Date for a price equal to their cost to Tenant. Such option may be exercised at any time prior to the expiration of 30 days following the Default Assignment Date.

5.7 RCOC or its Designee shall have the right to download, copy, or otherwise use any computer programs used in the operation of the Premises, without charge by Tenant, for a period of six months following the Default Assignment Date. Tenant agrees not to erase or delete any data available upon its computer system that relates to the operation of the Premises.

5.8 The parties acknowledge that in the event RCOC elects to cause this Lease to be assumed by a Designee pursuant to this Section 5, it may take several months for such Designee to obtain all necessary licenses and permits and a new agreement between it and RCOC for the Designee to provide residential care services for people with developmental disabilities ("Provider Agreement"). In light of the foregoing, Tenant agrees that upon the Default Assignment Date, Tenant shall, at RCOC's option but at no cost to Tenant, enter into appropriate interim arrangements with the Designee, effective as of the Default Assignment Date, whereby Tenant shall continue to operate the Premises as licensee for so long as it takes the Designee to obtain the

necessary licenses and permits and new Provider Agreement, provided that Tenant may, in coordination with the California Departments of Health Services and Social Services, (1) delegate to Designee (or RCOC), as manager of the Premises, any and all functions that it is permitted to delegate under California law; and/or (2) allow Designee to use Tenant's Medicare and Medicaid (including Medi-Cal) provider numbers ("Provider Numbers") until it obtains new Provider Numbers. Any Designee that operates the Premises under Tenant's License or Provider Number shall not be the subject of a current license revocation or a current termination of a Medicare or Medicaid provider agreement. The agreement(s) documenting such interim arrangements shall provide that the Designee shall indemnify Tenant for any losses or damages incurred by Tenant as a direct result of the Designee's negligence, including, without limitation, any actions taken by the California Department of Developmental Services or any other governmental agency, in response to acts or omissions of the Designee at the Premises while operating under Tenant's Licenses and Permits that have a quantifiable adverse effect on the ability of Tenant to secure or maintain an intermediate care residence or an adult residential care residence license, where applicable. In order to receive such indemnity, Tenant shall be required to demonstrate that the adverse effect would not have occurred but for the acts or omissions of the Designee.

5.9 Tenant further agrees to take any action RCOC deems reasonably necessary to prevent, and Tenant shall not permit the occurrence of (1) a lapse in or limitation in the licenses and permits required to operate the Premises for its Intended Use (the "Licenses and Permits") (or the eligibility of the Premises for Medicare or Medi-Cal reimbursement, if applicable), (2) transfers of Residents from the Premises and/or (3) appointment of a temporary manager (not approved by RCOC) or receiver.

5.10 Without limiting the foregoing, Tenant agrees, after a breach and upon RCOC's request, to: (1) sublease the Premises to the Designee subject to the provisions of Section 5 hereof; (2) cease providing licensed care or services at the Premises; (3) cease representing itself to the public as having the Licenses and Permits to provide licensed care or services at the Premises; (4) provide for the management of the Premises by the Designee; and/or (5) provide for any other transfers or arrangements that RCOC deems necessary to effectuate the purposes of this provision.

6. Assignment, Subletting and Lease Modifications

6.1 Transfers. Tenant is prohibited from, and shall not assign, sublet, encumber, mortgage, transfer or dispose of (each a "Transfer") all or any part of the Premises, this Lease or Tenant's leasehold estate hereunder, without first obtaining the written consent of RCOC.

6.2 Lease Modifications/Terminations Require Consent of RCOC. Neither Landlord nor Tenant shall amend or modify this Lease without first obtaining the written consent of RCOC. Neither Landlord nor Tenant shall terminate this Lease without first obtaining the written consent of RCOC. Any such purported amendment, modification or termination without RCOC's written consent shall be voidable at RCOC's option. RCOC may condition its consent to the termination of this Lease on its approval of a replacement Lease for the Premises between Landlord and a new tenant (who is approved in accordance with the terms in Paragraph 6.1 above) that contains the same terms and conditions of this Lease, including the same protections for the RCOC as in this Lease.

6.3 Assignee's Assumption of Lease Obligations. No assignment by Tenant of this Lease shall be valid unless and until (1) the requirements of Paragraph 6.2 above have been complied with (or the assignee is a Designee as defined in Paragraph 5 above) and (2) the assignee executes and delivers to Landlord a written assumption of Tenant's obligations under this Lease for the benefit of Landlord.

7. Tenant's Indemnities. Tenant shall indemnify, hold harmless and defend Landlord and RCOC from and against any and all liabilities, claims, damages, costs and expenses, including reasonable attorneys', consultants' and experts' fees and expenses, imposed upon or incurred by Landlord or RCOC to the extent resulting from: (a) any personal injury to RCOC's consumers or other third parties or property damage occurring during the Term on or about the Premises caused by the negligence of Tenant or any employee, agent, contractor, consultant, subtenant or invitee of Tenant working in or from the Premises; (b) any failure on the part of Tenant to perform or comply with any of the terms of this Lease; and (c) any claim for negligence or misconduct committed by any Resident or by Tenant or by any employee, agent, contractor, consultant, subtenant, or invitee of Tenant working in or from the Premises.

8. Landlord's Indemnities. Landlord shall indemnify, hold harmless and defend Tenant and RCOC from and against all liabilities, claims, damages, costs and expenses, including reasonable attorneys', consultants' and experts' fees and expenses, imposed upon or incurred by Tenant or RCOC to the extent resulting from: (a) any accident, injury to or death of third parties or loss of or damage to property occurring prior to the Term on or about the Premises; (b) any failure on the part of Landlord to perform or comply with any of the terms of this Lease; and (c) the negligence of Landlord or Landlord's agents, employees, contractors or invitees.

9. Estoppels for RCOC. Landlord and Tenant shall each provide Estoppel Certificates to RCOC upon request, certifying (a) that this Lease is unmodified and in full force and effect (or if modified setting forth the modifications); (b) the dates to which the rent has been paid; (c) whether, to the responder's knowledge, any party is in default in the performance of any provision contained in this Lease and, if so, specifying such default(s); and (d) responses to such other questions or statements as RCOC shall reasonably request. The responder's failure to timely deliver such statement shall constitute an acknowledgment by the responder that (i) this Lease is unmodified and in full force and effect except as may be represented to the contrary by RCOC; and (ii) the other matters set forth in such request are true and correct.

10. Changes in Rent.

10.1 Reduction of Rent Upon Repayment of a Loan. At such time(s) as each loan secured by a deed of trust encumbering the Premises has been repaid in full (without refinancing), the rent under this Lease shall be reduced by an amount equal to the monthly installment payments previously owed by Landlord to such lender (and Tenant's rate of payment under its Service Provider Agreement with RCOC shall be reduced by the same amount).

10.2 Reduction of Rent Tied to Reduction in Real Property Taxes for Tax Exempt Service Provider. If the Tenant or any successor Tenant is a nonprofit entity under Internal Revenue Code section 501(c)(3), then once Landlord receives a real property tax exemption for the Premises, the rent under this Lease shall be reduced by an amount equal to the difference

between (i) the amount of real property taxes in effect on the date Landlord acquired fee title to the Premises and (ii) the amount of the reduction in real property taxes as a result of obtaining the tax exemption (and Tenant's rate of payment under its Service Provider Agreement with RCOC shall be reduced by the same amount).

10.3 Change of Rent Due to Changes in Operating, Maintenance and/or Repair Costs. At Landlord's request to RCOC, such parties shall meet (but not more often than every five years) to discuss whether to increase the rent to the extent Landlord's net operating, maintenance and/or repair costs have increased during such previous five-year period (after taking into account any additional funds Landlord has received from RCOC, Tenant or any third party during such time period to compensate Landlord for any changes in such costs). As a result of such meeting, the parties may mutually agree to increase the rent to a new fixed monthly amount to reasonably account for such net cost increases (and, in such event, Tenant's rate of payment under its Service Provider Agreement with RCOC shall be automatically increased by the same amount); *provided, however,* (i) RCOC's may consent or withhold its consent to any increase in rent at RCOC's sole and absolute discretion and (ii) RCOC may condition its agreement to increase the rent on the California Department of Developmental Services' approval of such rent increase.

11. Conveyance by Landlord. If Landlord or any successor owner of Landlord's rights in and title to the Premises shall convey the Premises, the transferee(s) shall assume in writing, for the express benefit of RCOC, all obligations and liabilities of Landlord hereunder arising or accruing from and after the date of such conveyance or transfer, including all obligations of Landlord under the Restrictive Covenant encumbering the Premises in favor of RCOC and the California Department of Developmental Services.

12. Notices. All notices to RCOC under this Lease shall be addressed as follows (although RCOC may, by notice to the other parties from time to time, specify a different address for notice purposes):

Regional Center of Orange County
Attention: Executive Director
1525 North Tustin Avenue
Santa Ana, CA 92705
Phone: (714) 796-5100

Executed at _____, California as of the date first written above.

“Landlord”

BRILLIANT CORNERS,
a California nonprofit corporation

By _____
William F. Pickel, CEO

“Tenant”

By: _____
Name: _____
Title: _____



Summary of Information About Persons Served - October 2024

NUMBER OF PERSONS SERVED	26,854	100%
Children - Birth to Age Three Receiving Early Start Services	3,507	13%
Children - Ages Three to Five Receiving Provisional Services	460	2%
Children - Ages Three to 17 Receiving Lanterman Services	9,038	34%
Adults - Ages 18 and Older Receiving Lanterman Services	13,849	52%

Children - Birth to Age Three Receiving Prevention Resource and Referral Services	432
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Children and Adults - Ages Three and Older Receiving Lanterman Services with the Following Diagnoses:

Intellectual Disability	11,464	51%
Epilepsy	2,871	13%
Cerebral Palsy	2,532	11%
Autism	11,160	50%
Fifth Category*	2,055	9%

* condition closely related to intellectual disability and requiring similar treatment

Note: Many persons served have more than one diagnosis so the percentage equals more than 100%.

NUMBER OF PERSONS REQUESTING ELIGIBILITY DETERMINATION	408
Early Start / Under Age Three / 45 days to complete determination	315 / 77%
Lanterman / Over Age Three / 120 days to complete determination	92 / 23%
Provisional / Up to Age Five / 90 days to complete determination	1 / 0%

NUMBER OF PERSONS DETERMINED ELIGIBLE	183
Children - Birth to Age Three Eligible for Early Start Services	0
Children and Adults - Ages Three and Older Eligible for Lanterman Services	94
<ul style="list-style-type: none"> • Number of children who received Early Start services 	48
<ul style="list-style-type: none"> • Number of children who received Early Start services and had a diagnosis of autism 	39
Children - Birth to Age Three Eligible for Prevention Resource and Referral Services	2

NUMBER OF CHILDREN NO LONGER ELIGIBLE FOR EARLY START OR PREVENTION RESOURCE AND REFERRAL SERVICES	138
Children - Age Three No Longer Eligible for Early Start Services	138
Children - Age Three No Longer Eligible for Prevention Resource and Referral Services	0

REGIONAL CENTER OF ORANGE COUNTY



OPERATIONS REPORT

OCTOBER 2024 ACTIVITY

Mission Statement

The Regional Center of Orange County (RCOC) is a private non-profit organization that, as mandated by the Lanterman Developmental Disabilities Services Act, collaborates with persons with developmental disabilities, their families and the community to secure individualized services and supports that enhance the quality of life for the people we serve and assist them in realizing their full potential.

COMMUNITY LIFE

Related Guiding Principles

- *Persons served are in safe and supportive settings that promote a life of independence, acknowledge diverse cultural perspectives and that respect the inherent risks and valuable learning experiences that come from living in the community.*

Provider Monitoring, Technical Support and Special Incident Investigation Activities Fiscal Year 2024-25

Type and Number of Reviews	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Annual Review	46	48	33	40		
Unannounced	74	86	55	63		
Total Number of Reviews	120	134	88	103		

Provider Trainings	0	0	0	0		
Technical Support	303	251	298	319		
Corrective Action Plans	0	12	2	3		
Special Incident Investigations*	88	51	47	57		
COVID-19 Checklist	0	0	0	0		

Type and Number of Reviews	Jan.	Feb.	Mar.	Apr.	May	June	Total
Annual Review							167
Unannounced							278
Total Number of Reviews							445

Provider Trainings							0
Technical Support							1,171
Corrective Action Plans							17
Special Incident Investigations*							243

* California Code of Regulations, Title 17, Division 2, Chapter 3 - Community Services SubChapter 2 - Vendorization Article 2 - Vendorization Process, Section 54327 requires all vendors, excluding parents and consumers, to report the following special incidents.

Type of Special Incidents (from California Code of Regulations, Title 17)

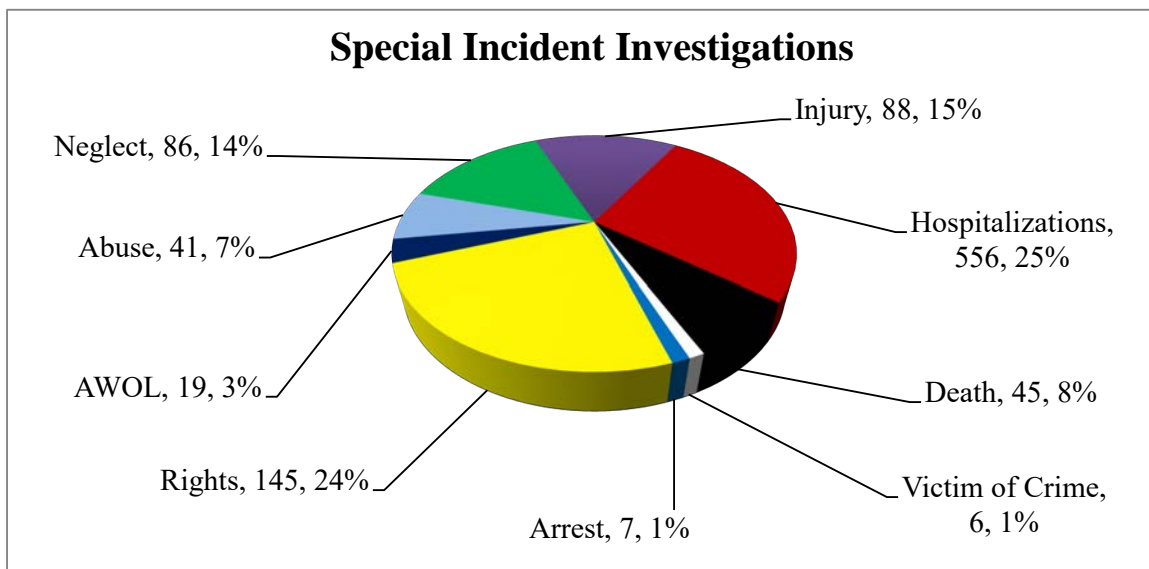
- (A) The consumer is missing and the vendor or long-term health care facility has filed a missing persons report with a law enforcement agency;
 - (B) Reasonably suspected abuse/exploitation including:
 - 1. Physical;
 - 2. Sexual;
 - 3. Fiduciary;
 - 4. Emotional/mental; or
 - 5. Physical and/or chemical restraint.
 - (C) Reasonably suspected neglect including failure to:
 - 1. Provide medical care for physical and mental health needs;
 - 2. Prevent malnutrition or dehydration;
 - 3. Protect from health and safety hazards;
 - 4. Assist in personal hygiene or the provision of food, clothing or shelter or
 - 5. Exercise the degree of care that a reasonable person would exercise in the position of having the care and custody of an elder or a dependent adult.
 - (D) A serious injury/accident including:
 - 1. Lacerations requiring sutures or staples;
 - 2. Puncture wounds requiring medical treatment beyond first aid;
 - 3. Fractures;
 - 4. Dislocations;
 - 5. Bites that break the skin and require medical treatment beyond first aid;
 - 6. Internal bleeding requiring medical treatment beyond first aid;
 - 7. Any medication errors;
 - 8. Medication reactions that require medical treatment beyond first aid; or
 - 9. Burns that require medical treatment beyond first aid.
 - (E) Any unplanned or unscheduled hospitalization due to the following conditions:
 - 1. Respiratory illness, including but not limited, to asthma; tuberculosis; and chronic obstructive pulmonary disease;
 - 2. Seizure-related;
 - 3. Cardiac-related, including but not limited to, congestive heart failure; hypertension; and angina;
 - 4. Internal infections, including but not limited to, ear, nose and throat; gastrointestinal; kidney; dental; pelvic; or urinary tract;
 - 5. Diabetes, including diabetes-related complications;
 - 6. Wound/skin care, including but not limited to, cellulitis and decubitus;
 - 7. Nutritional deficiencies, including but not limited to, anemia and dehydration; or
 - 8. Involuntary psychiatric admission;
- (2) The following special incidents regardless of when or where they occurred:
- (A) The death of any consumer, regardless of cause;
 - (B) The consumer is the victim of a crime including the following:
 - 1. Robbery, including theft using a firearm, knife, or cutting instrument or other dangerous weapons or methods which force or threaten a victim;
 - 2. Aggravated assault, including a physical attack on a victim using hands, fist, feet or a firearm, knife or cutting instrument or other dangerous weapon;
 - 3. Larceny, including the unlawful taking, carrying, leading, or riding away of property, except for motor vehicles, from the possession or constructive possession of another person;
 - 4. Burglary, including forcible entry; unlawful non-forcible entry; and, attempted forcible entry of a structure to commit a felony or theft therein;
 - 5. Rape, including rape and attempts to commit rape.

Title 17 does not require reporting on arrest or consumer rights violations; however, RCOC includes arrest and rights violations as reportable incidents.

Type and Number of Special Incident Investigations
Fiscal Year 2024-25

Type of Incident	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
AWOL	4	11	3	1		
Abuse	9	12	5	15		
Neglect	44	7	18	17		
Injury	16	35	36	1		
Hospitalizations - Total	28	50	36	47		
<i>Psychiatric</i>	7	8	6	10		
<i>Medical</i>	21	42	30	37		
Death	17	11	8	9		
Victim of crime	1	1	2	2		
Arrest	1	3	1	2		
Rights	69	13	14	49		
Total	189	143	123	143	0	0

Type of Incident	Jan.	Feb.	Mar.	Apr.	May	June	Total
AWOL							19
Abuse							41
Neglect							86
Injury							88
Hospitalizations - Total							161
<i>Psychiatric</i>							31
<i>Medical</i>							130
Death							45
Victim of Crime							6
Arrest							7
Rights							145
Total	0	0	0	0	0	0	598



COMMUNITY LIFE continued

Provider Audits
Fiscal Year 2024-25

Number of Audits / Appeals / Recoveries

Type of Audit	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Service Billing	0	0	0	0		
Staffing	0	0	0	0		
Level 4I Consultant	0	0	0	0		
P&I (consumer funds)	0	0	0	0		
Total Number of Audits	0	0	0	0		

Number of Appeals / Recoveries (Vendors may appeal after monthly data is reported)

State Appeal	0	0	0	0		
Recovery	0	0	0	0		

Audit Findings (Dollar Amount)

<i>Amount of Recovery</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Type of Audit	Jan.	Feb.	Mar.	Apr.	May	June	Total
Service Billing							0
Staffing							0
Level 4I Consultant							0
P&I (consumer funds)							0
Total Number of Audits							0

Number of Appeals / Recoveries

State Appeal							0
Recovery							0

Audit Findings (Dollar Amount)

<i>Amount of Recovery</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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FAMILY SUPPORTS

Related Guiding Principles

- Families are informed advocates for their loved ones with developmental disabilities.
- Families are the decision makers for their minor children.
- Family support services are flexible and innovative in meeting the family’s needs as they evolve over time, are tailored to the preferences of the individual family, and are consistent with their cultural norms and customs.
- Services and supports for families recognize, facilitate and build on family strengths, natural supports and existing community resources.

Fiscal Year 2024-25

Number of Authorizations for Voucher Services

Type of Service	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Day Care - Family Member	93	81	83	71		
Diapers - Family Member	3	3	3	3		
Nursing Service - Family Member	55	42	47	39		
Respite Service - Family Member	697	693	697	608		
Transportation - Family Member	222	251	238	184		
Total Number of Voucher Authorizations	1,070	1,070	1,068	905	0	0

Number of Authorizations for Voucher Services

Type of Service	Jan.	Feb.	Mar.	Apr.	May	June
Day Care - Family Member						
Diapers - Family Member						
Nursing Service - Family Member						
Respite Service - Family Member						
Transportation - Family Member						
Total Number of Voucher Authorizations	0	0	0	0	0	0

FAMILY SUPPORTS

Related Guiding Principles

- Family support services are flexible and innovative in meeting the family's needs as they evolve over time, are tailored to the preferences of the individual family, and are consistent with their cultural norms and customs.
- Services and supports for families recognize, facilitate and build on family strengths, natural supports and existing community resources.

Notifications of Community Events and Activities

Fiscal Year 2024-25

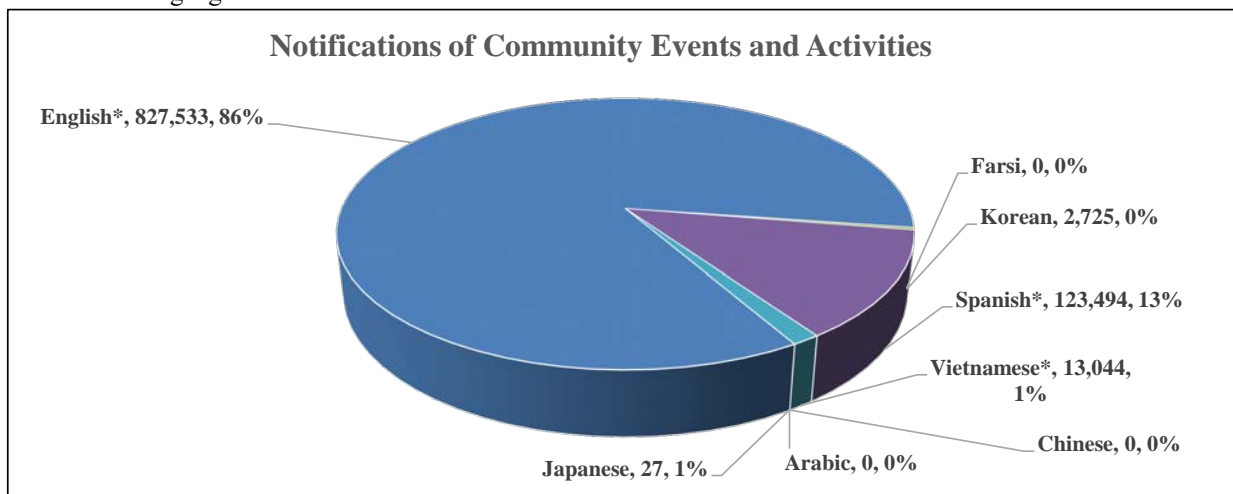
Number of Notifications

Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
English*	221,726	234,714	219,993	151,100		
Farsi	0	0	0	0		
Korean	165	1,027	672	861		
Spanish*	39,805	38,663	26,432	18,594		
Vietnamese*	4,559	3,220	3,423	1,842		
Chinese	0	0	0	0		
Japanese						
Arabic						
Total Number of Notifications	266,255	277,624	250,520	172,397	0	0

Number of Notifications

Language	Jan.	Feb.	Mar.	Apr.	May	June	Total
English*							827,533
Farsi							0
Korean							2,725
Spanish*							123,494
Vietnamese*							13,044
Chinese							0
Japanese							0
Arabic							0
Total Number of Notifications	0	0	0	0	0	0	966,796

* Threshold languages for RCOG



FAMILY SUPPORTS

Related Guiding Principles

- Family support services are flexible and innovative in meeting the family's needs as they evolve over time, are tailored to the preferences of the individual family, and are consistent with their cultural norms and customs.
- Services and supports for families recognize, facilitate and build on family strengths, natural supports and existing community resources.

Community Outreach

Fiscal Year 2024-25

Number of Outreach Events

Type of Outreach / Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
In Person/Zoom						
English	9	13	7	10		
Spanish			3	3		
Vietnamese	1		1	3		
Other Languages**		1				
In Print						
English	1	1	2			
Spanish						
Vietnamese						
Other Languages						
TV / Radio						
English		1				
Spanish						
Vietnamese	4	4	5	4		
Other Languages						
Total Number of Outreach Events	15	20	18	20	0	0

**

Number of Outreach Events

Language	Jan.	Feb.	Mar.	Apr.*	May*	June*	Total
In Person							
English							39
Spanish							6
Vietnamese							5
Other Languages							2
In Print							
English							4
Spanish							0
Vietnamese							0
Other Languages							0
TV / Radio							
English							1
Spanish							0
Vietnamese							17
Other Languages							0
Total Number of Outreach Events	0	0	0	0	0	0	73

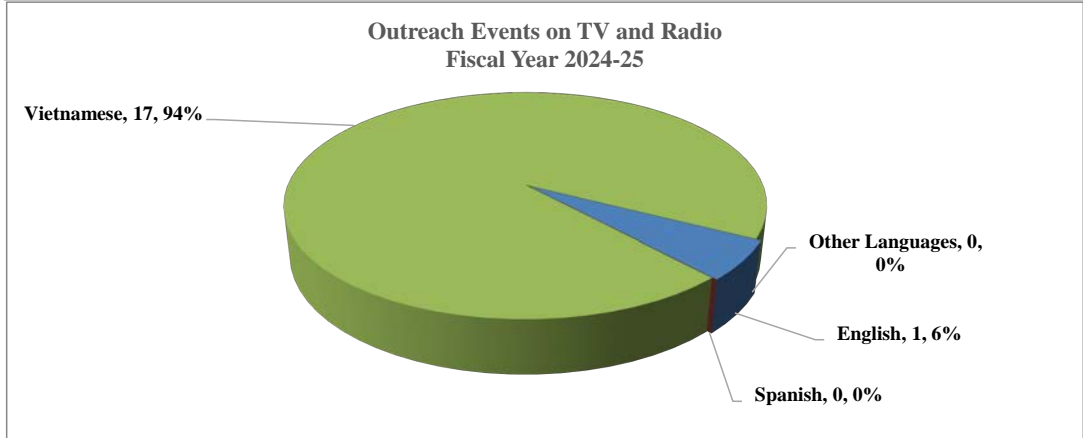
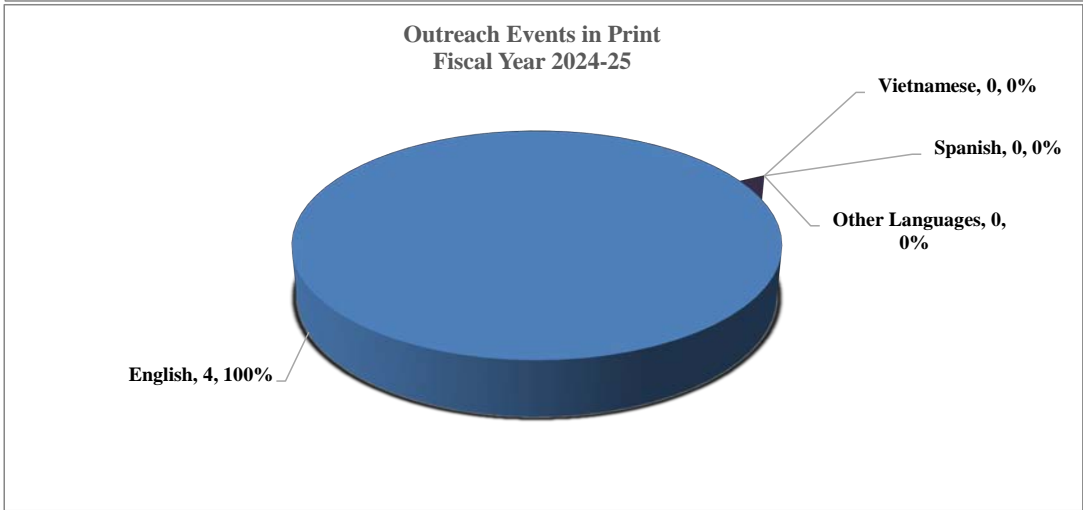
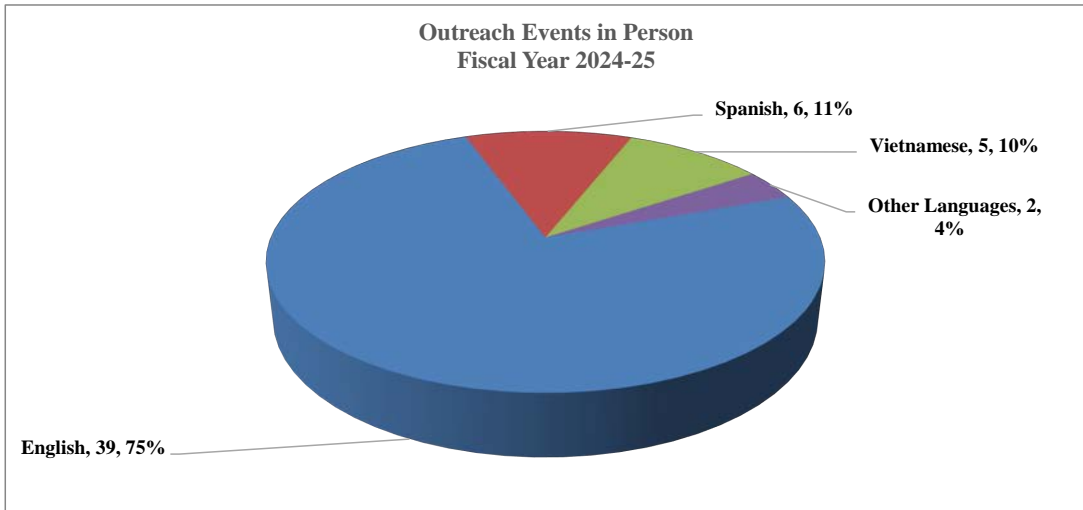
* Virtual Meetings

FAMILY SUPPORTS

Related Guiding Principles

- Family support services are flexible and innovative in meeting the family's needs as they evolve over time, are tailored to the preferences of the individual family, and are consistent with their cultural norms and customs.
- Services and supports for families recognize, facilitate and build on family strengths, natural supports and existing community resources.

Community Outreach Events in Person, in Print, on TV and Radio Fiscal Year 2024-25



EARLY INTERVENTION / PREVENTION

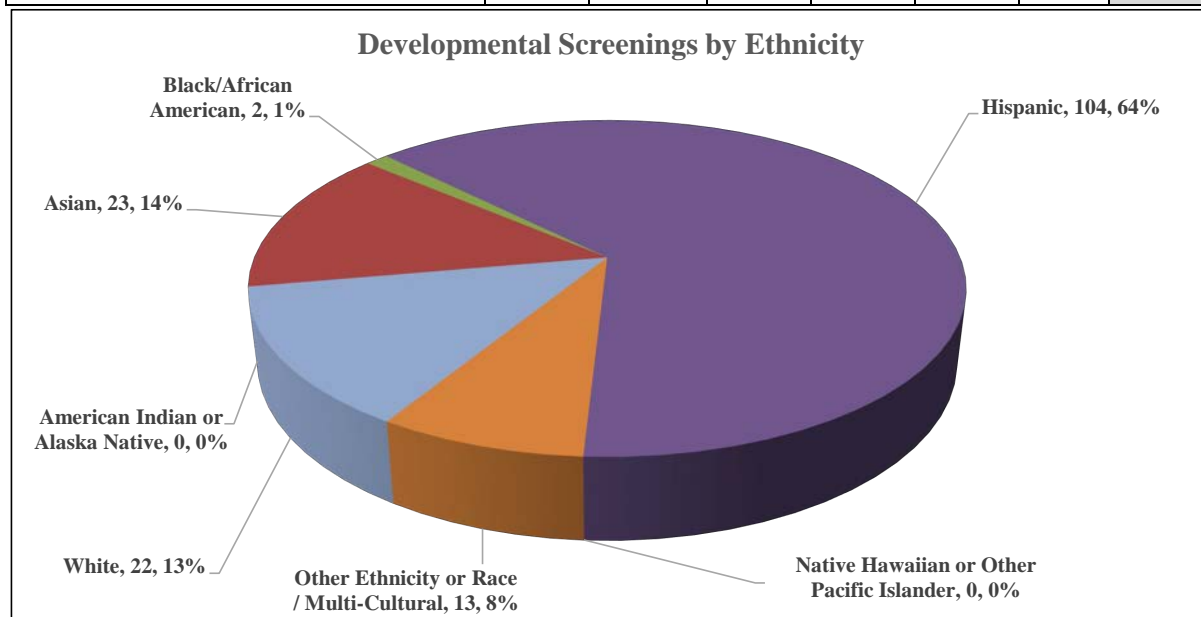
Related Guiding Principles

- Prevention and early intervention services, supports and public awareness activities are designed and implemented to prevent the onset of a disability and/or to improve developmental outcomes.
- Persons served are provided with needed services and supports in a family-focused and collaborative fashion.

Fiscal Year 2024-25

Developmental Screenings by Ethnicity	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
American Indian or Alaska Native	0	0	0	0		
Asian	0	8	6	9		
Black/African American	0	1	1	0		
Hispanic	0	40	45	19		
Native Hawaiian or Other Pacific Islander	0	0	0	0		
Other Ethnicity or Race / Multi-Cultural	0	5	7	1		
White	0	7	11	4		
Total Number Screened	0	61	70	33		
Total Number Referred to RCOC	0	31	19	8		

Developmental Screenings by Ethnicity	Jan.	Feb.	Mar.	Apr.	May	June	Total
American Indian or Alaska Native							0
Asian							23
Black/African American							2
Hispanic							104
Native Hawaiian or Other Pacific Islander							0
Other Ethnicity or Race / Multi-Cultural							13
White							22
Total Number Screened							164
Total Number Referred to RCOC							58

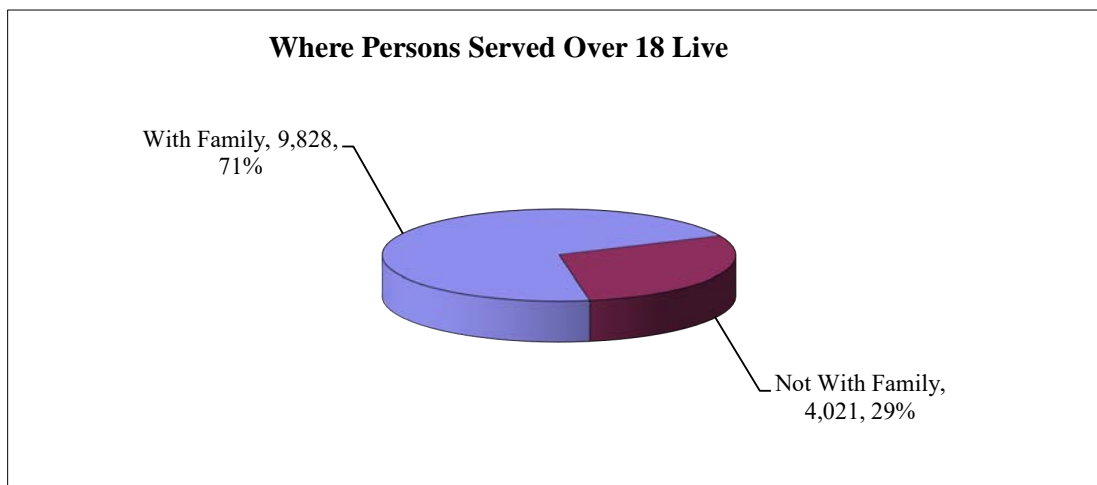
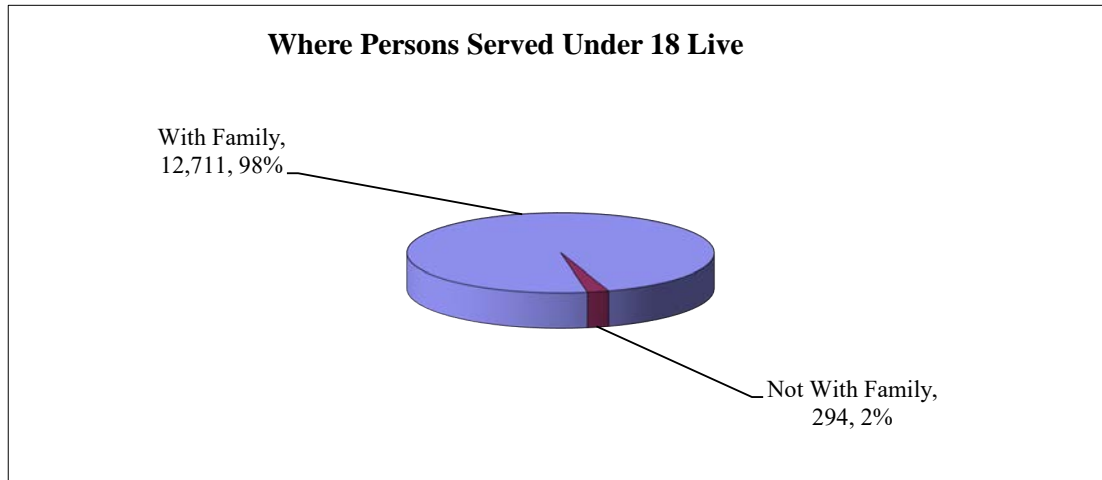


LIVING OPTIONS

Related Guiding Principles

- *Culturally-sensitive services and supports are provided so that persons served can make informed choices on where and with whom they live, including owning or renting their own homes.*
- *Families whose minor or adult children choose to remain in the family home are supported through available resources.*
- *Persons served live in homes where they receive quality care and can form relationships.*

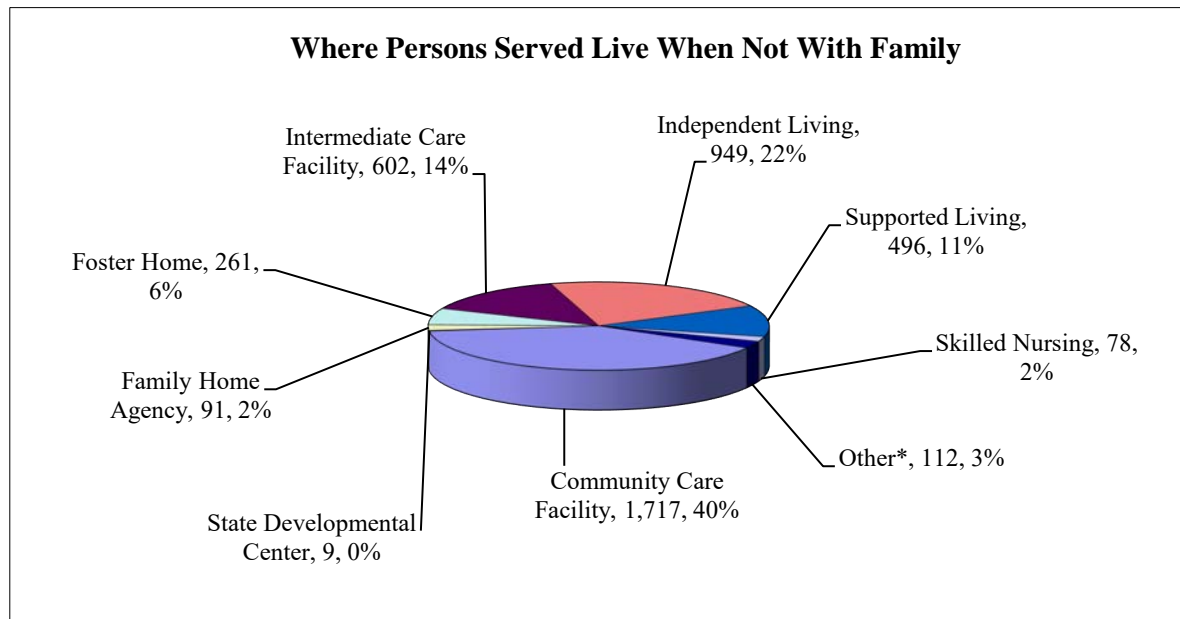
Where Persons Served Live	Persons Served All	Persons Served Under 18	Persons Served Over 18
With Family	22,539	12,711	9,828
Not With Family	4,315	294	4,021
Totals	26,854	13,005	13,849



LIVING OPTIONS, continued

Where Persons Served Live	All Persons Served	Persons Served Under 18	Persons Served Over 18
Family Home	22,539	12,711	9,828
Community Care Facility	1,717	21	1,696
State Developmental Center	9	0	9
Family Home Agency	91	0	91
Foster Home	261	252	9
Intermediate Care Facility	602	0	602
Independent Living	949	0	949
Supported Living	496	0	496
Skilled Nursing	78	0	78
Other*	112	21	91
Total	26,854	13,005	13,849

Other*			
Acute General Hospital	5	0	5
California Youth Authority	1	0	1
Community Treatment	4	1	3
Correctional Institution	1	0	1
County Jail	1	0	1
Other	0	0	0
Out of State	3	2	1
Psychiatric Treatment	22	3	19
Rehabilitation Center	4	0	4
SDC / State Hospital	5	0	5
Sub-Acute	39	12	27
Transient / Homeless	15	1	14
Total, Other*	100	19	81



LIVING OPTIONS, continued

Other Living Options

Family Home Agency

A Family Home Agency (FHA) is a private, not-for-profit agency that is vendored to recruit, approve, train, and monitor family home providers, provide services and supports to family home providers, and assist persons served with moving into or relocating from family homes.

Foster Family Agency

Under the California Department of Social Services, county placement agencies use licensed, private Foster Family Agencies (FFAs) for the placement of children. By statute, FFAs are organized and operated on a non-profit basis and are engaged in the following activities: recruiting, certifying, and training foster parents, providing professional support to foster parents, and finding homes or other temporary or permanent placements for children who require more intensive care.

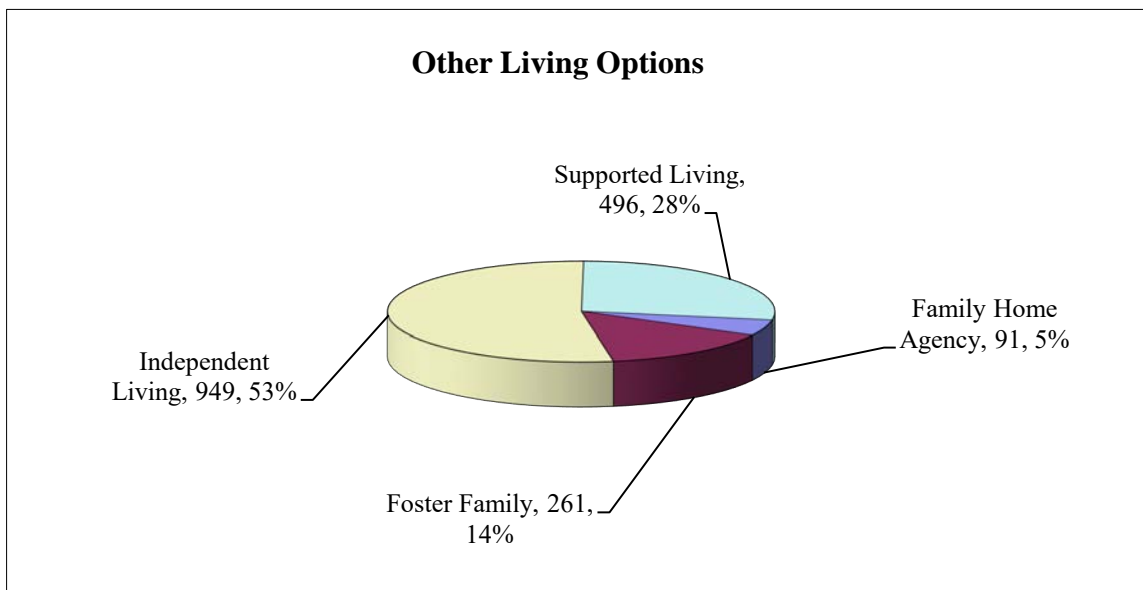
Independent Living

Independent Living services help persons served over 18 with the functional skills necessary to secure a self-sustaining, independent living situation in the community and/or may provide the support necessary to maintain those skills.

Supported Living

Supported Living Services (SLS) support efforts for persons served to live in their own home.

Other Living Options	Total	Under 18	Over 18
Family Home Agency	91	0	91
Foster Family	261	252	9
Independent Living	949	0	949
Supported Living	496	0	496
Total	1,797	252	1,545



LIVING OPTIONS, continued

Living Options, facilities licensed by the State of California, Departments of Community Care Licensing, or Department of Health Care Services

Health Licensed Facilities

Health facilities are licensed by the State of California, Department of Health Services to provide 24-hour medical residential care. Health facilities are funded by Medi-Cal. Health licensed facilities

General Acute Care Hospitals,
Acute Psychiatric Hospitals,
Skilled Nursing Facilities,
Intermediate Care Facilities,
Intermediate Care Facility – Developmentally Disabled,
Intermediate Care Facility – Developmentally Disabled, – Habilitative,
Intermediate Care Facility – Developmentally Disabled, – Nursing,
Home Health Agencies and
Congregate Living Health Facilities.

Community Care Licensed Facilities

Community Care Facilities (CCFs) are licensed by the State of California, Department of Social Services, Community Care Licensing Division to provide 24-hour non-medical residential care to children and adults with developmental disabilities who are in need of personal services, supervision, and/or assistance essential for self-protection or sustaining the activities of daily living. CCFs are funded by regional centers. Based upon the types of services provided and the persons served, each CCF vendored by a regional center is designated one of the following service levels:

SERVICE LEVEL 1: Limited care and supervision for persons with self-care skills and no behavior problems.

SERVICE LEVEL 2: Care, supervision, and incidental training for persons with some self-care skills and no major behavior problems.

SERVICE LEVEL 3: Care, supervision, and ongoing training for persons with significant deficits in self-help skills, and/or some limitations in physical coordination and mobility, and/or disruptive or self-injurious behavior.

SERVICE LEVEL 4: Care, supervision, and professionally supervised training for persons with deficits in self-help skills, and/or severe impairment in physical coordination and mobility, and/or severely disruptive or self-injurious behavior. Service Level 4 is subdivided into Levels 4A through 4I, in which staffing levels are increased to correspond to the escalating severity of disability levels.

LIVING OPTIONS, continued

Persons Served Who Reside in Licensed Facilities Funded by RCOC
Fiscal Year 2024-25

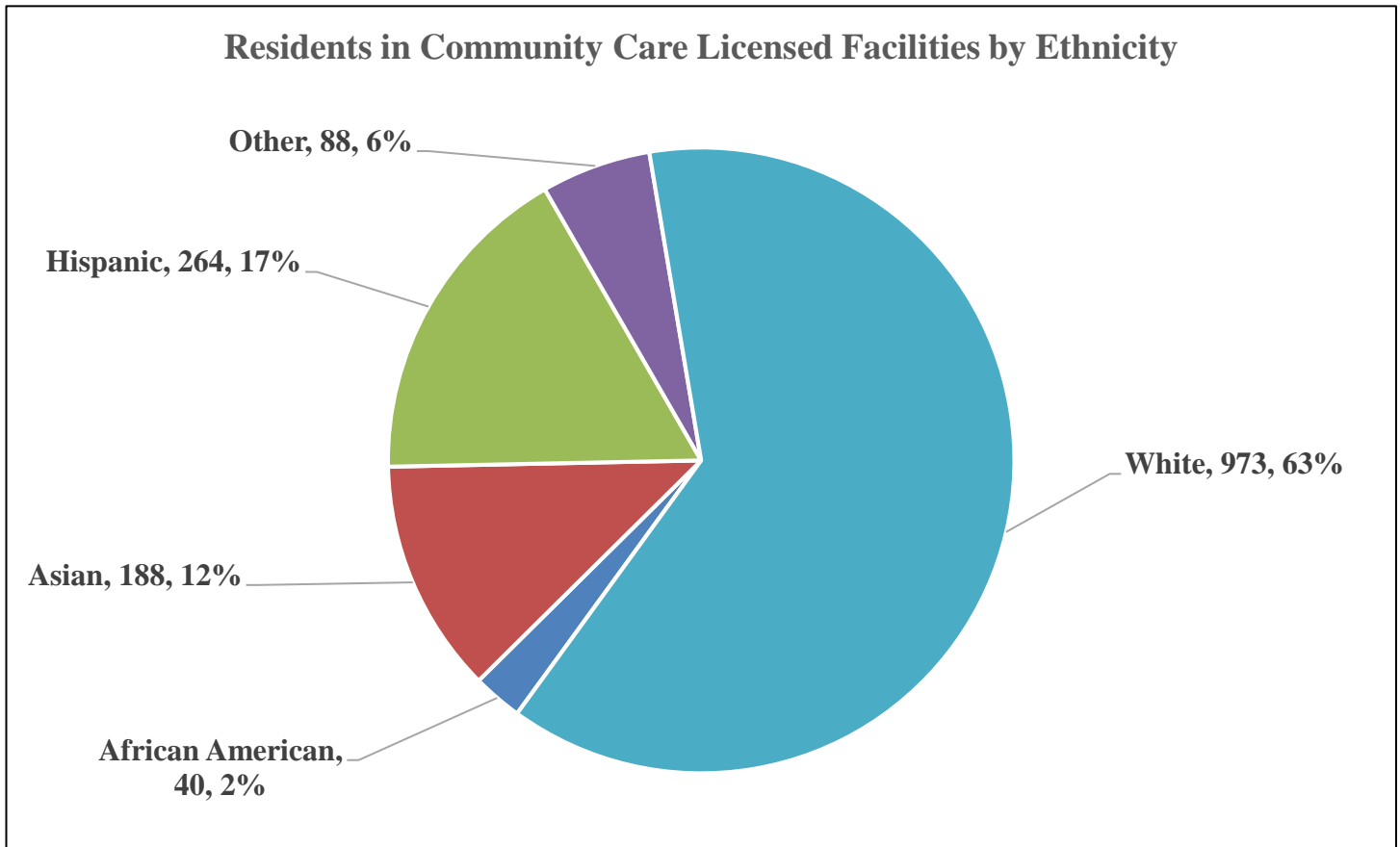
Licensed Facilities	Total	Over 18	Under 18
Level 2	159	159	0
Level 3	240	240	0
Level 4A	25	25	0
Level 4B	4	4	0
Level 4C	49	49	0
Level 4D	36	36	0
Level 4E	13	13	0
Level 4F	42	42	0
Level 4G	32	32	0
Level 4H	1	1	0
Level 4I	310	310	0
Elderly	12	12	0
ICF/DD-H	1	1	0
ICF/DD-N	0	0	0
ICF/DD	0	0	0
Skilled Nursing	0	0	0
Total	924	924	0

Licensed Facilities Summary	Total	Over 18	Under 18
Level 2	159	159	0
Level 3	240	240	0
Level 4	512	512	0
ICF/DD-H	1	1	0
ICF/DD-N	0	0	0
Elderly	12	12	0
Skilled Nursing	0	0	0
Total	924	924	0

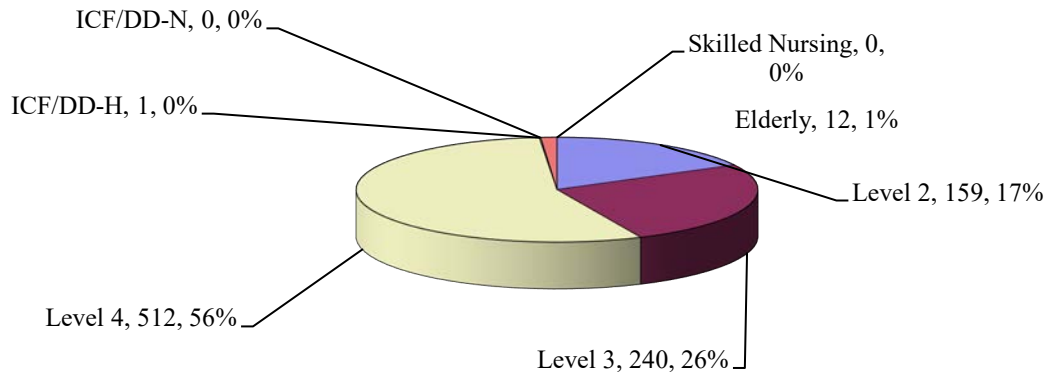
LIVING OPTIONS, continued

Persons Served Who Reside in Licensed Facilities Funded by RCOC by Ethnicity
Fiscal Year 2024-25

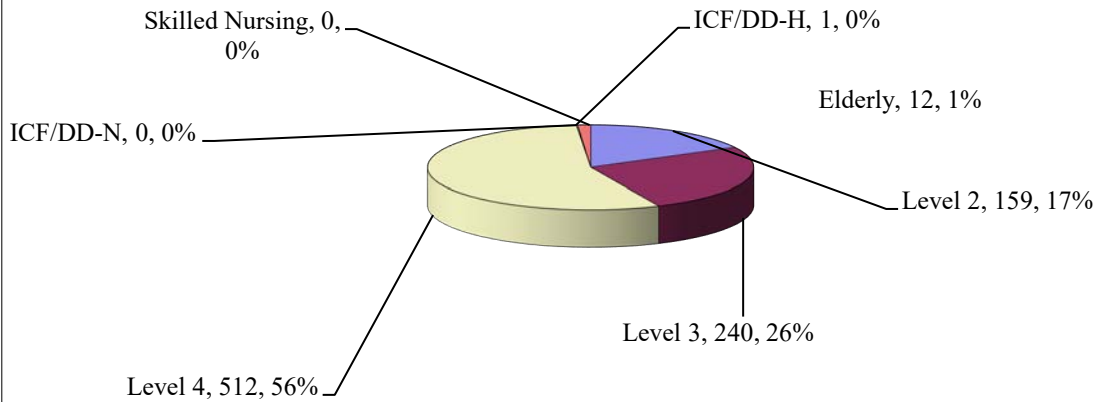
Licensed Facilities	African American	Asian	Hispanic	Other	White	Total
Level 2	7	24	58	13	197	299
Level 3	12	34	67	23	212	348
Level 4A	0	5	5	2	19	31
Level 4B	0	1	0	0	5	6
Level 4C	6	13	9	1	65	94
Level 4D	1	9	7	2	25	44
Level 4E	0	3	7	2	17	29
Level 4F	1	10	9	3	30	53
Level 4G	0	9	2	3	46	60
Level 4H	0	0	2	0	1	3
Level 4I	13	80	98	39	356	586
Total	40	188	264	88	973	1,553



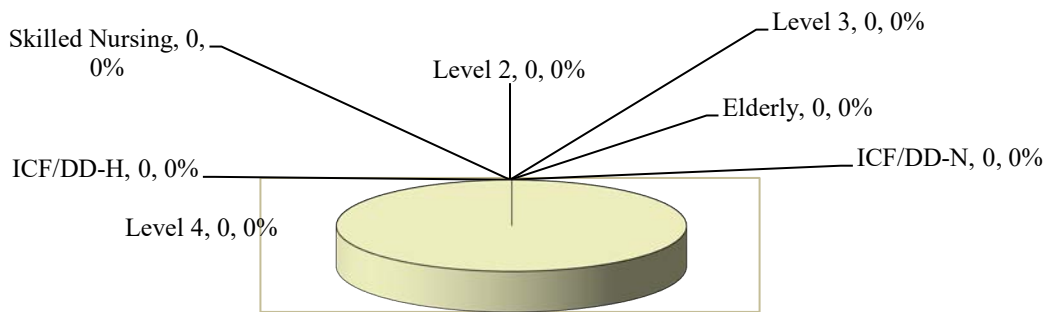
**Persons Served Who Reside in Licensed Facilities
Services Funded by RCOC**



**Persons Served Over Age 18 Who Reside in Licensed Facilities
Services Funded by RCOC**



**Persons Served Under Age 18 Who Reside in Licensed Facilities
Services Funded by RCOC**

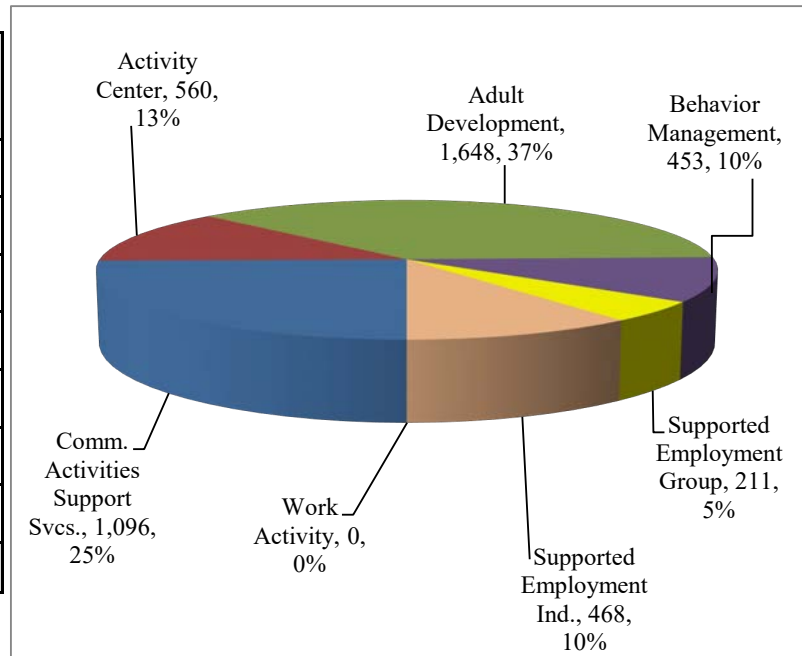


WORK

Related Guiding Principle

- *Persons served have the opportunity and support to work in integrated employment settings that are meaningful, valued by the community, and in which they are appropriately compensated and respected.*

Adult Day & Employment Services	Persons Served Over 18
Comm. Activities Support Svcs.	1,096
Activity Center	560
Adult Development	1,648
Behavior Management	453
Supported Employment Group	211
Supported Employment Ind.	468
Work Activity	0
Total	4,436



Definitions:

Community Activities Support Services similar to a Behavior Management Program, this is a behavior management program with an enhanced ration of 1:1 or 1:2 due to severe behavioral challenges.

Activity Center means a day program that serves adults who generally have acquired most basic self-care skills, have some ability to interact with others, are able to make their needs known, and respond to instructions. Activity center programs focus on the development and maintenance of the functional skills required for self-advocacy, community integration and employment. Staff ratio ranges from 1:6 to 1:8.

Adult Development Center means a day program that serves adults who are in the process of acquiring self-help skills. Individuals who attend adult development centers generally need sustained support and direction in developing the ability to interact with others, to make their needs known, and to respond to instructions. Adult development center programs focus on the development and maintenance of the functional skills required for self-advocacy, community integration, employment, and self-care. Staff ratio ranges from 1:3 to 1:4.

Behavior Management Program means a day program that serves adults with severe behavior disorders and/or dual diagnosis who, because of their behavior problems, are not eligible for or acceptable in any other community-based day program. Staff ratio is 1:3.

Supported Employment Program means a program that meets the requirements of the term supported employment, i.e. services that are provided by a job coach in order to support and maintain an individual with developmental disabilities in employment, and of the terms, integrated work, supported employment placement, allowable supported employment services, group and individualized services. Staff ratio ranges from 1:1 to 1:4.

Work Activity Program includes, but is not limited to, Work Activity centers or settings that provide support to persons served engaged in paid work and have demonstrated that the program is in compliance with Department of Rehabilitation certification standards or are accredited by CARF. Staff ratio ranges from 1:12 to 1:20.

SERVICE PLANNING AND COORDINATION

Related Guiding Principles

- *Service coordinators are caring, knowledgeable and competent in service planning, coordination and resources.*
- *Service coordinators inform families of their rights and the services and supports available to them.*
- *Service planning and coordination is a collaborative effort between RCOC, persons served and their families to identify needed services and supports.*
- *Person-centered planning is based upon the choices and preferences of the persons served and their families, and the identification of generic services and natural supports.*
- *Services and supports assist person served and their families to develop support networks leading to reduced dependence on paid supports.*
- *Services and supports are sensitive to the diverse religious, cultural, language, socioeconomic and ethnic characteristics of persons' served and their families' communities.*

Service Coordination

Fiscal Year 2024-25

Service Coordination:	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Number of Service Coordinators (SC)	400.3	399.3	415.3	424.4		
Number of Case-Carrying SCs	367.1	366.2	382.2	390.9		
Number of Intake SCs	33.3	33.3	33.3	33.7		
Number of Active Persons Served	26,489	26,579	26,604	26,788		
Caseload Ratio, # of Active Persons Served/SCs	72.1	72.6	69.6	68.5		

Service Coordination:	Jan.	Feb.	Mar.	Apr.	May	June
Number of Service Coordinators (SC)						
Number of Case-Carrying SCs						
Number of Intake SCs						
Number of Active Persons Served						
Caseload Ratio, # of Active Persons Served/SCs						

SERVICE PLANNING AND COORDINATION continued

Fair Hearings

Fiscal Year 2024-25

	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June
Number of Unsettled Hearing Requests*	23	20	21	14								
Eligibility - Lanterman	9	7	6	5								
Behavioral services	2		1	2								
Respite	1			1								
Day Care												
Self Determination Budget			1	2								
Personal Assistance	2	2	2	1								
Other**	15	18	18	6								

* *Hearing Requests may list more than one issue; so, the number of issues may equal more than the number of hearing requests.*

** *Other issues include but are not limited to living options.*

Number of New Hearing Requests Filed*	30	9	6	17								
Eligibility - Lanterman	6	3	3	3								
Eligibility - Early Start												
Behavioral services	1		1	1								
Respite				1								
Day Care												
Social/Recreational	2											
Social Skills Training												
SDP			1	2								
Personal Assistance	1	1	1									
Other**	10	4		4								

* *Hearing Requests may list more than one issue; so, the number of issues may equal more than the number of hearing requests.*

** *Other issues include but are not limited to living options.*

Number of All Meetings Held	9	12	7	9								
Number of Informal Meetings Held	9	5	5	9								
Number of Mediations Held		6	1									
Number of SLFHs Held		1	1									

Number of Requests in Scheduling*	5	3	1	0								

* *Meetings in process of being scheduled; meetings on schedule but not yet held; meetings scheduled but not held due to continuances.*

Number of Requests Pending*	0	0	0	0								

* *State Level Fair Hearing (SLFH) held but awaiting decision.*

Number of Requests Settled	9	5	13	8								
Withdrawn by Person Served/Family	1											
Settled in Informal	8	5	4	8								
Settled after further follow-up by RCOC												
Settled in Mediation			7									
SLFH Decision			2									

State Level Fair Hearing Decisions

Prevailing Party												
Person Served/Family												
RCOC			2									
Split												

ADMINISTRATION AND GOVERNANCE

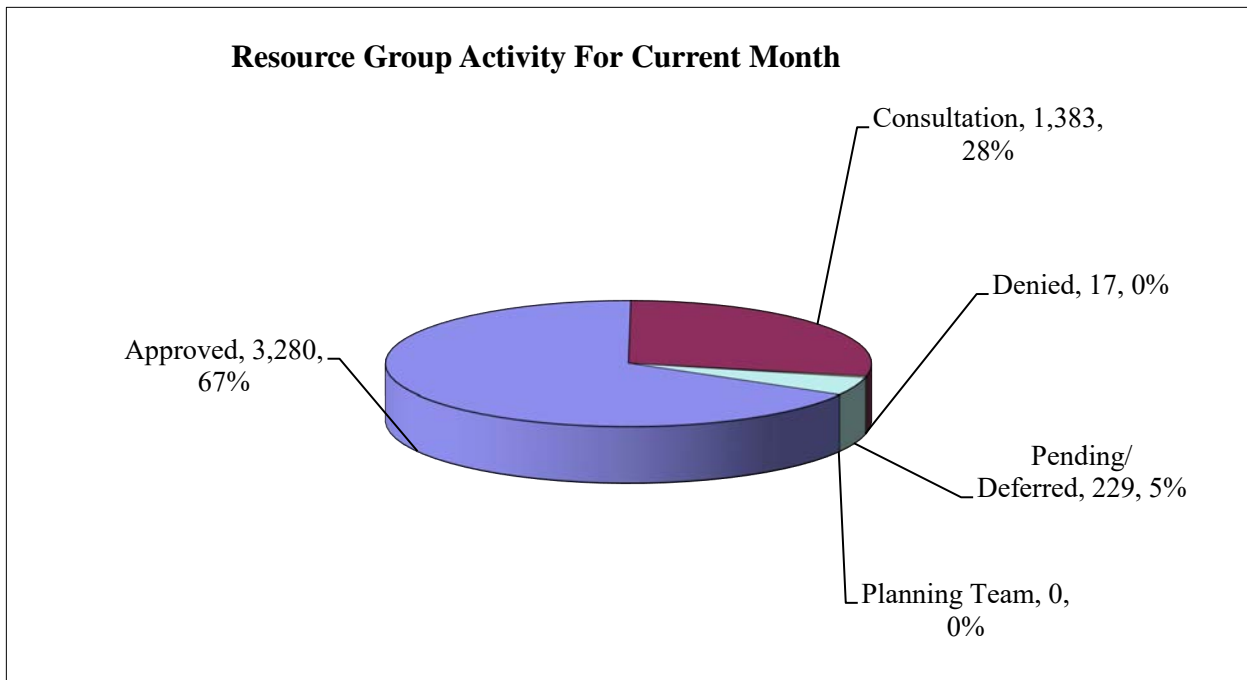
Guiding Principle

- *RCOC will maximize all alternative sources of funding for necessary services and supports including federal and generic funding.*
- *The public funds that support the service system are expended in a fashion that is cost-effective, consumer-directed, consistent with good business practices, and that reflect RCOC's Guiding Principles and diligent stewardship.*

Resource Group Activity for October 2024 and Fiscal Year to Date

Disposition	Approved	Consultation	Denied	Pending/Deferred	Planning Team	Total
Adult Day	895	419	0	112	0	1,426
Behavioral	118	69	0	9	0	196
Education	0	0	0	0	0	0
Eligibility/Health	85	2	10	4	0	101
Early Start	562	212	7	37	0	818
Living Options	297	174	0	8	0	479
Supported/Ind.	341	161	0	21	0	523
All Others	982	346	0	38	0	1,366
Monthly Total	3,280	1,383	17	229	0	4,909

FY 2024-25 Total to Date	31,845	13,985	0	2,063	0	47,893
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Operations Report Summary - October 2024

About Persons Served	Early Start	Medicaid Waiver	All Other	SDC	Total	Under 18	Over 18
Number of Persons Served	3,507	8,666	11,806	9	23,988	13,005	13,849
<i>Percentage of Total</i>	<i>15%</i>	<i>36%</i>	<i>49%</i>	<i>0%</i>	<i>100%</i>	<i>54%</i>	<i>58%</i>

Children served in Prevention Resource and Referral Services	458
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Persons Served by Residence Status	All	Under 18	Over 18
Family Home	22,539	12,711	9,828
Community Care Facility	1,717	21	1,696
State Developmental Center	9	0	9
Family Home Agency	91	0	91
Foster Home	261	252	9
Intermediate Care Facility	602	0	602
Independent Living	949	0	949
Supported Living	496	0	496
Skilled Nursing	78	0	78
Other	112	21	91
Total	26,854	13,005	13,849

Special Incident Investigations	Year to Date
AWOL	19
Abuse	41
Neglect	86
Injury	88
Hospitalizations - Total	161
Death	45
Victim of crime	6
Arrest	7
Rights	145
Total	598

Number of Licensed Facilities

<i>Community Care Facilities</i>	Total	Under 18	Over 18
Level 2	71	0	71
Level 3	87	0	87
Level 4	221	9	212
Total Community Care Facilities	379	9	370

Licensed Facility Monitoring	Year to Date
Annual Review	167
Unannounced	278
Total Number of Reviews	445
Provider Trainings	0
Technical Support	1,171
Corrective Action Plans	17

Intermediate Care Facilities (ICF)

ICF-DD	0
ICF-DD/Habilitation	69
ICF-DD/Nursing	43
Total ICF Facilities	112

Number of Audits	0
Amount of Recovery from Audits	\$0

Total Licensed Facilities	491
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Summary of Information About Persons Served - November 2024

NUMBER OF PERSONS SERVED	26,977	100%
Children - Birth to Age Three Receiving Early Start Services	3,523	13%
Children - Ages Three to Five Receiving Provisional Services	460	2%
Children - Ages Three to 17 Receiving Lanterman Services	9,096	34%
Adults - Ages 18 and Older Receiving Lanterman Services	13,898	52%

Children - Birth to Age Three Receiving Prevention Resource and Referral Services	419
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Children and Adults - Ages Three and Older Receiving Lanterman Services with the Following Diagnoses:

Intellectual Disability	11,464	51%
Epilepsy	2,873	13%
Cerebral Palsy	2,537	11%
Autism	11,253	50%
Fifth Category*	2,066	9%

* condition closely related to intellectual disability and requiring similar treatment

Note: Many persons served have more than one diagnosis so the percentage equals more than 100%.

NUMBER OF PERSONS REQUESTING ELIGIBILITY DETERMINATION	304
Early Start / Under Age Three / 45 days to complete determination	224 / 74%
Lanterman / Over Age Three / 120 days to complete determination	80 / 26%
Provisional / Up to Age Five / 90 days to complete determination	0 / 0%

NUMBER OF PERSONS DETERMINED ELIGIBLE	116
Children - Birth to Age Three Eligible for Early Start Services	0
Children and Adults - Ages Three and Older Eligible for Lanterman Services	68
<ul style="list-style-type: none"> • Number of children who received Early Start services 	30
<ul style="list-style-type: none"> • Number of children who received Early Start services and had a diagnosis of autism 	18
Children - Birth to Age Three Eligible for Prevention Resource and Referral Services	0

NUMBER OF CHILDREN NO LONGER ELIGIBLE FOR EARLY START OR PREVENTION RESOURCE AND REFERRAL SERVICES	130
Children - Age Three No Longer Eligible for Early Start Services	129
Children - Age Three No Longer Eligible for Prevention Resource and Referral Services	1

REGIONAL CENTER OF ORANGE COUNTY



OPERATIONS REPORT

NOVEMBER 2024 ACTIVITY

Mission Statement

The Regional Center of Orange County (RCOC) is a private non-profit organization that, as mandated by the Lanterman Developmental Disabilities Services Act, collaborates with persons with developmental disabilities, their families and the community to secure individualized services and supports that enhance the quality of life for the people we serve and assist them in realizing their full potential.

COMMUNITY LIFE

Related Guiding Principles

- *Persons served are in safe and supportive settings that promote a life of independence, acknowledge diverse cultural perspectives and that respect the inherent risks and valuable learning experiences that come from living in the community.*

Provider Monitoring, Technical Support and Special Incident Investigation Activities Fiscal Year 2024-25

Type and Number of Reviews	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Annual Review	46	48	33	40	45	
Unannounced	74	86	55	63	55	
Total Number of Reviews	120	134	88	103	100	

Provider Trainings	0	0	0	0	0	
Technical Support	303	251	298	319	348	
Corrective Action Plans	0	12	2	3	5	
Special Incident Investigations*	88	51	47	57	45	
COVID-19 Checklist	0	0	0	0	0	

Type and Number of Reviews	Jan.	Feb.	Mar.	Apr.	May	June	Total
Annual Review							212
Unannounced							333
Total Number of Reviews							545

Provider Trainings							0
Technical Support							1,519
Corrective Action Plans							22
Special Incident Investigations*							288

* California Code of Regulations, Title 17, Division 2, Chapter 3 - Community Services SubChapter 2 - Vendorization Article 2 - Vendorization Process, Section 54327 requires all vendors, excluding parents and consumers, to report the following special incidents.

Type of Special Incidents (from California Code of Regulations, Title 17)

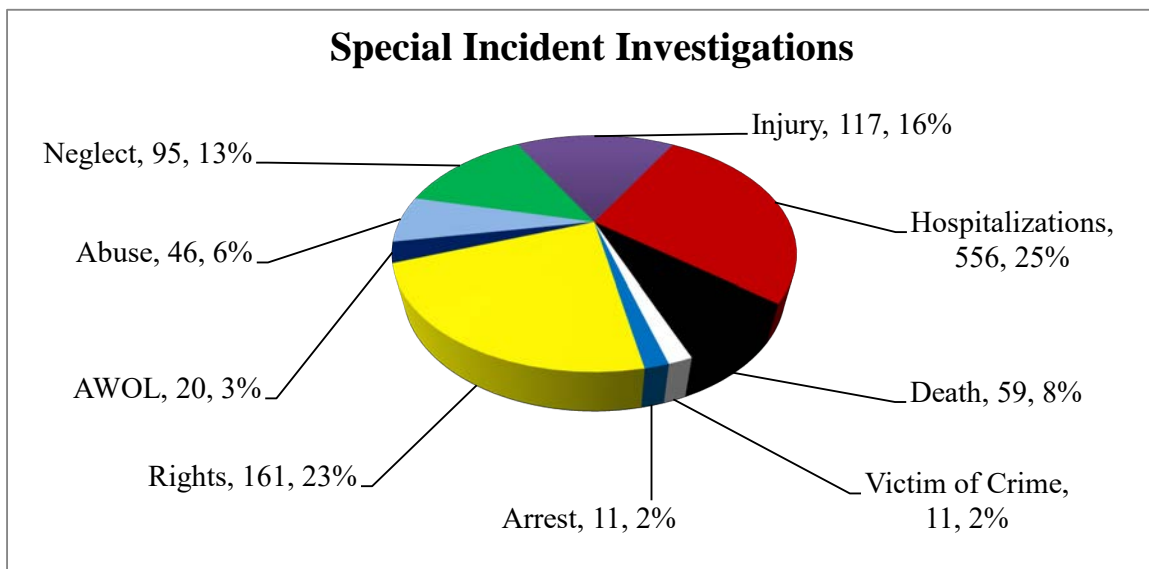
- (A) The consumer is missing and the vendor or long-term health care facility has filed a missing persons report with a law enforcement agency;
- (B) Reasonably suspected abuse/exploitation including:
 - 1. Physical;
 - 2. Sexual;
 - 3. Fiduciary;
 - 4. Emotional/mental; or
 - 5. Physical and/or chemical restraint.
- (C) Reasonably suspected neglect including failure to:
 - 1. Provide medical care for physical and mental health needs;
 - 2. Prevent malnutrition or dehydration;
 - 3. Protect from health and safety hazards;
 - 4. Assist in personal hygiene or the provision of food, clothing or shelter or
 - 5. Exercise the degree of care that a reasonable person would exercise in the position of having the care and custody of an elder or a dependent adult.
- (D) A serious injury/accident including:
 - 1. Lacerations requiring sutures or staples;
 - 2. Puncture wounds requiring medical treatment beyond first aid;
 - 3. Fractures;
 - 4. Dislocations;
 - 5. Bites that break the skin and require medical treatment beyond first aid;
 - 6. Internal bleeding requiring medical treatment beyond first aid;
 - 7. Any medication errors;
 - 8. Medication reactions that require medical treatment beyond first aid; or
 - 9. Burns that require medical treatment beyond first aid.
- (E) Any unplanned or unscheduled hospitalization due to the following conditions:
 - 1. Respiratory illness, including but not limited, to asthma; tuberculosis; and chronic obstructive pulmonary disease;
 - 2. Seizure-related;
 - 3. Cardiac-related, including but not limited to, congestive heart failure; hypertension; and angina;
 - 4. Internal infections, including but not limited to, ear, nose and throat; gastrointestinal; kidney; dental; pelvic; or urinary tract;
 - 5. Diabetes, including diabetes-related complications;
 - 6. Wound/skin care, including but not limited to, cellulitis and decubitus;
 - 7. Nutritional deficiencies, including but not limited to, anemia and dehydration; or
 - 8. Involuntary psychiatric admission;
- (2) The following special incidents regardless of when or where they occurred:
 - (A) The death of any consumer, regardless of cause;
 - (B) The consumer is the victim of a crime including the following:
 - 1. Robbery, including theft using a firearm, knife, or cutting instrument or other dangerous weapons or methods which force or threaten a victim;
 - 2. Aggravated assault, including a physical attack on a victim using hands, fist, feet or a firearm, knife or cutting instrument or other dangerous weapon;
 - 3. Larceny, including the unlawful taking, carrying, leading, or riding away of property, except for motor vehicles, from the possession or constructive possession of another person;
 - 4. Burglary, including forcible entry; unlawful non-forcible entry; and, attempted forcible entry of a structure to commit a felony or theft therein;
 - 5. Rape, including rape and attempts to commit rape.

Title 17 does not require reporting on arrest or consumer rights violations; however, RCOC includes arrest and rights violations as reportable incidents.

Type and Number of Special Incident Investigations
Fiscal Year 2024-25

Type of Incident	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
AWOL	4	11	3	1	1	
Abuse	9	12	5	15	5	
Neglect	44	7	18	17	9	
Injury	16	35	36	1	29	
Hospitalizations - Total	28	50	36	47	35	
<i>Psychiatric</i>	7	8	6	10	6	
<i>Medical</i>	21	42	30	37	29	
Death	17	11	8	9	14	
Victim of crime	1	1	2	2	5	
Arrest	1	3	1	2	4	
Rights	69	13	14	49	16	
Total	189	143	123	143	118	0

Type of Incident	Jan.	Feb.	Mar.	Apr.	May	June	Total
AWOL							20
Abuse							46
Neglect							95
Injury							117
Hospitalizations - Total							196
<i>Psychiatric</i>							37
<i>Medical</i>							159
Death							59
Victim of Crime							11
Arrest							11
Rights							161
Total	0	0	0	0	0	0	716



COMMUNITY LIFE continued

Provider Audits
Fiscal Year 2024-25

Number of Audits / Appeals / Recoveries

Type of Audit	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Service Billing	0	0	0	0	0	
Staffing	0	0	0	0	0	
Level 4I Consultant	0	0	0	0	0	
P&I (consumer funds)	0	0	0	0	0	
Total Number of Audits	0	0	0	0	0	

Number of Appeals / Recoveries (Vendors may appeal after monthly data is reported)

State Appeal	0	0	0	0	0	
Recovery	0	0	0	0	0	

Audit Findings (Dollar Amount)

<i>Amount of Recovery</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Type of Audit	Jan.	Feb.	Mar.	Apr.	May	June	Total
Service Billing							0
Staffing							0
Level 4I Consultant							0
P&I (consumer funds)							0
Total Number of Audits							0

Number of Appeals / Recoveries

State Appeal							0
Recovery							0

Audit Findings (Dollar Amount)

<i>Amount of Recovery</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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FAMILY SUPPORTS

Related Guiding Principles

- Families are informed advocates for their loved ones with developmental disabilities.
- Families are the decision makers for their minor children.
- Family support services are flexible and innovative in meeting the family’s needs as they evolve over time, are tailored to the preferences of the individual family, and are consistent with their cultural norms and customs.
- Services and supports for families recognize, facilitate and build on family strengths, natural supports and existing community resources.

Fiscal Year 2024-25

Number of Authorizations for Voucher Services

Type of Service	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Day Care - Family Member	93	81	83	71	80	
Diapers - Family Member	3	3	3	3	3	
Nursing Service - Family Member	55	42	47	39	45	
Respite Service - Family Member	697	693	697	608	708	
Transportation - Family Member	222	251	238	184	271	
Total Number of Voucher Authorizations	1,070	1,070	1,068	905	1,107	0

Number of Authorizations for Voucher Services

Type of Service	Jan.	Feb.	Mar.	Apr.	May	June
Day Care - Family Member						
Diapers - Family Member						
Nursing Service - Family Member						
Respite Service - Family Member						
Transportation - Family Member						
Total Number of Voucher Authorizations	0	0	0	0	0	0

FAMILY SUPPORTS

Related Guiding Principles

- Family support services are flexible and innovative in meeting the family's needs as they evolve over time, are tailored to the preferences of the individual family, and are consistent with their cultural norms and customs.
- Services and supports for families recognize, facilitate and build on family strengths, natural supports and existing community resources.

Notifications of Community Events and Activities

Fiscal Year 2024-25

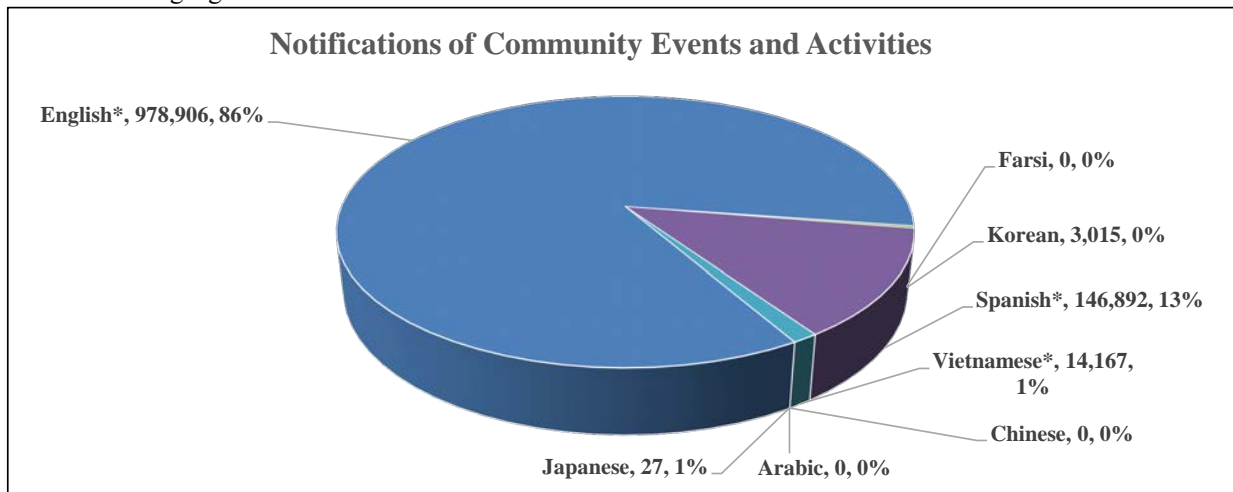
Number of Notifications

Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
English*	221,726	234,714	219,993	151,100	151,373	
Farsi	0	0	0	0	0	
Korean	165	1,027	672	861	290	
Spanish*	39,805	38,663	26,432	18,594	23,398	
Vietnamese*	4,559	3,220	3,423	1,842	1,123	
Chinese	0	0	0	0	0	
Japanese						
Arabic						
Total Number of Notifications	266,255	277,624	250,520	172,397	176,184	0

Number of Notifications

Language	Jan.	Feb.	Mar.	Apr.	May	June	Total
English*							978,906
Farsi							0
Korean							3,015
Spanish*							146,892
Vietnamese*							14,167
Chinese							0
Japanese							0
Arabic							0
Total Number of Notifications	0	0	0	0	0	0	1,142,980

* Threshold languages for RCOG



FAMILY SUPPORTS

Related Guiding Principles

- Family support services are flexible and innovative in meeting the family's needs as they evolve over time, are tailored to the preferences of the individual family, and are consistent with their cultural norms and customs.
- Services and supports for families recognize, facilitate and build on family strengths, natural supports and existing community resources.

Community Outreach

Fiscal Year 2024-25

Number of Outreach Events

Type of Outreach / Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
In Person/Zoom						
English	9	13	7	10	6	
Spanish			3	3	2	
Vietnamese	1		1	3	2	
Other Languages**		1				
In Print						
English	1	1	2			
Spanish						
Vietnamese						
Other Languages						
TV / Radio						
English		1				
Spanish						
Vietnamese	4	4	5	4	4	
Other Languages						
Total Number of Outreach Events	15	20	18	20	14	0

**

Number of Outreach Events

Language	Jan.	Feb.	Mar.	Apr.*	May*	June*	Total
In Person							
English							45
Spanish							8
Vietnamese							7
Other Languages							2
In Print							
English							4
Spanish							0
Vietnamese							0
Other Languages							0
TV / Radio							
English							1
Spanish							0
Vietnamese							21
Other Languages							0
Total Number of Outreach Events	0	0	0	0	0	0	87

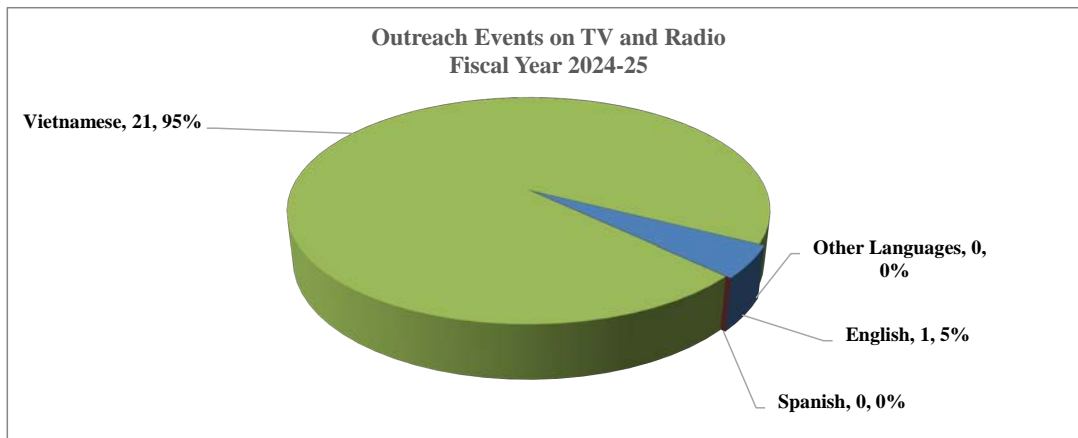
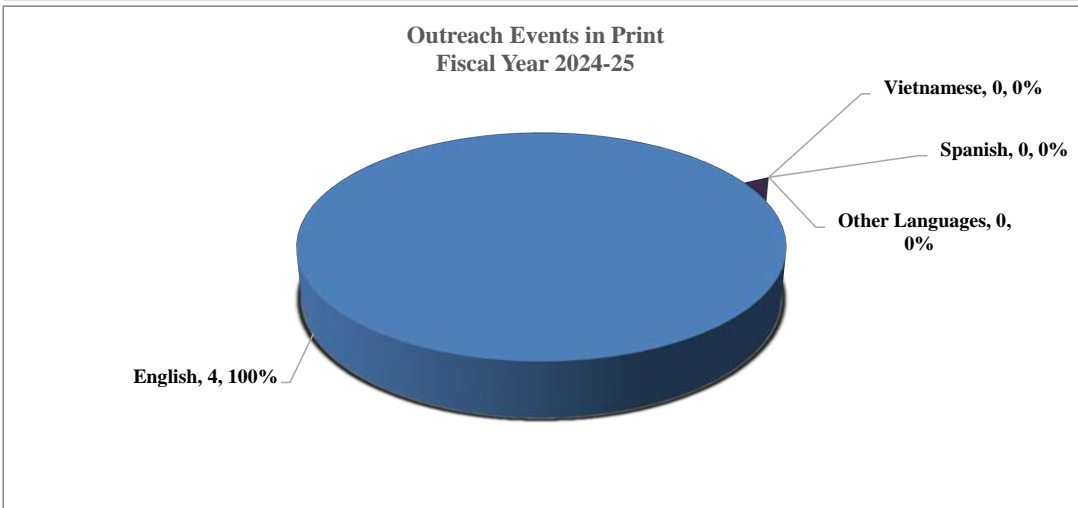
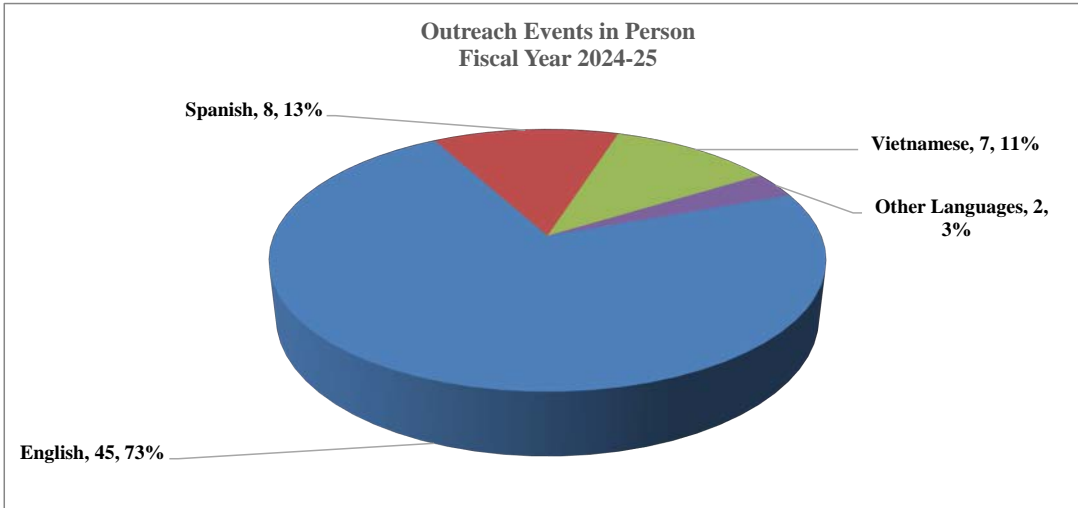
* Virtual Meetings

FAMILY SUPPORTS

Related Guiding Principles

- Family support services are flexible and innovative in meeting the family's needs as they evolve over time, are tailored to the preferences of the individual family, and are consistent with their cultural norms and customs.
- Services and supports for families recognize, facilitate and build on family strengths, natural supports and existing community resources.

Community Outreach Events in Person, in Print, on TV and Radio Fiscal Year 2024-25



EARLY INTERVENTION / PREVENTION

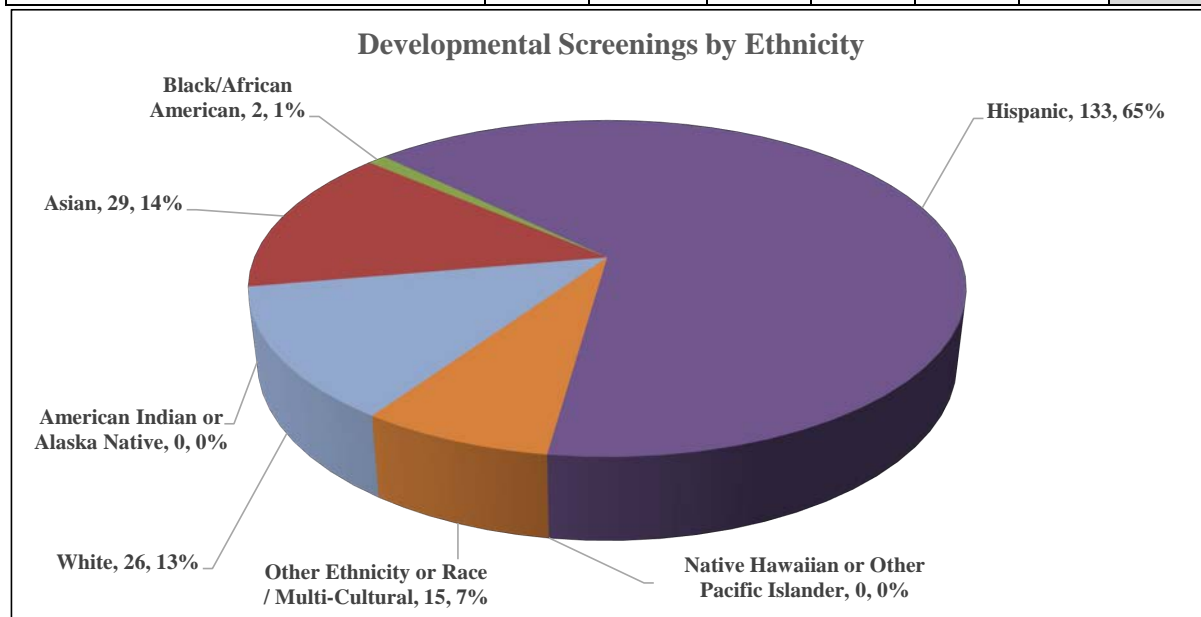
Related Guiding Principles

- Prevention and early intervention services, supports and public awareness activities are designed and implemented to prevent the onset of a disability and/or to improve developmental outcomes.
- Persons served are provided with needed services and supports in a family-focused and collaborative fashion.

Fiscal Year 2024-25

Developmental Screenings by Ethnicity	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
American Indian or Alaska Native	0	0	0	0	0	
Asian	0	8	6	9	6	
Black/African American	0	1	1	0	0	
Hispanic	0	40	45	19	29	
Native Hawaiian or Other Pacific Islander	0	0	0	0	0	
Other Ethnicity or Race / Multi-Cultural	0	5	7	1	2	
White	0	7	11	4	4	
Total Number Screened	0	61	70	33	41	
Total Number Referred to RCOC	0	31	19	8	11	

Developmental Screenings by Ethnicity	Jan.	Feb.	Mar.	Apr.	May	June	Total
American Indian or Alaska Native							0
Asian							29
Black/African American							2
Hispanic							133
Native Hawaiian or Other Pacific Islander							0
Other Ethnicity or Race / Multi-Cultural							15
White							26
Total Number Screened							205
Total Number Referred to RCOC							69

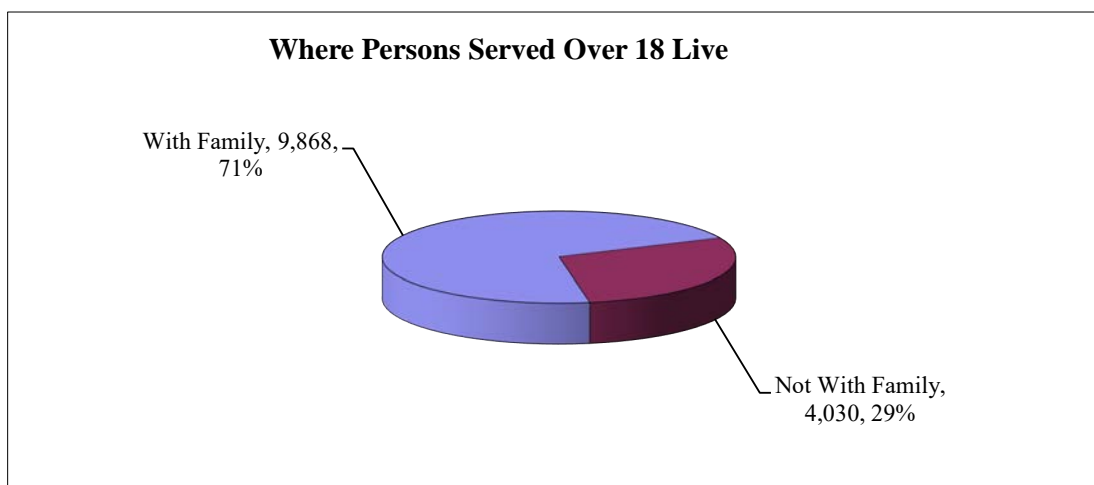
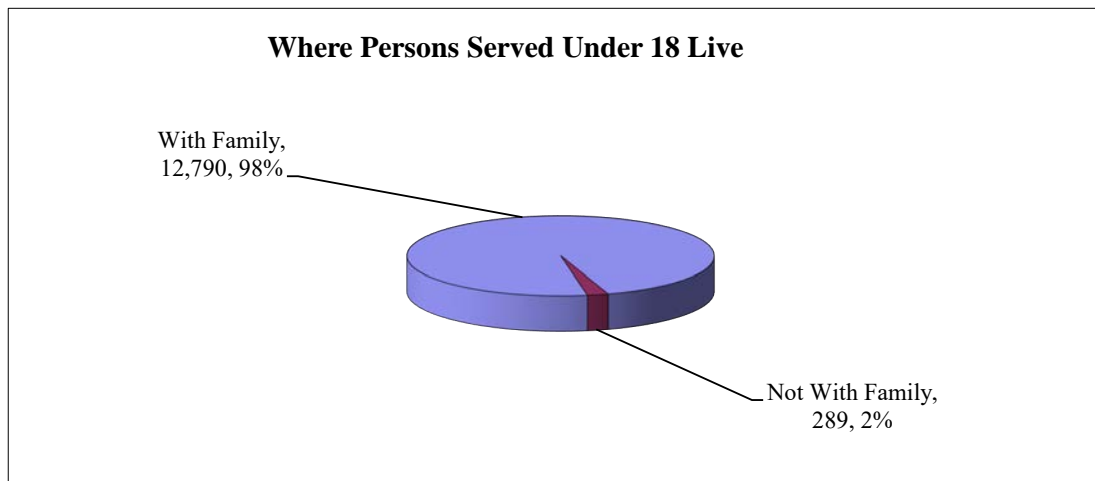


LIVING OPTIONS

Related Guiding Principles

- *Culturally-sensitive services and supports are provided so that persons served can make informed choices on where and with whom they live, including owning or renting their own homes.*
- *Families whose minor or adult children choose to remain in the family home are supported through available resources.*
- *Persons served live in homes where they receive quality care and can form relationships.*

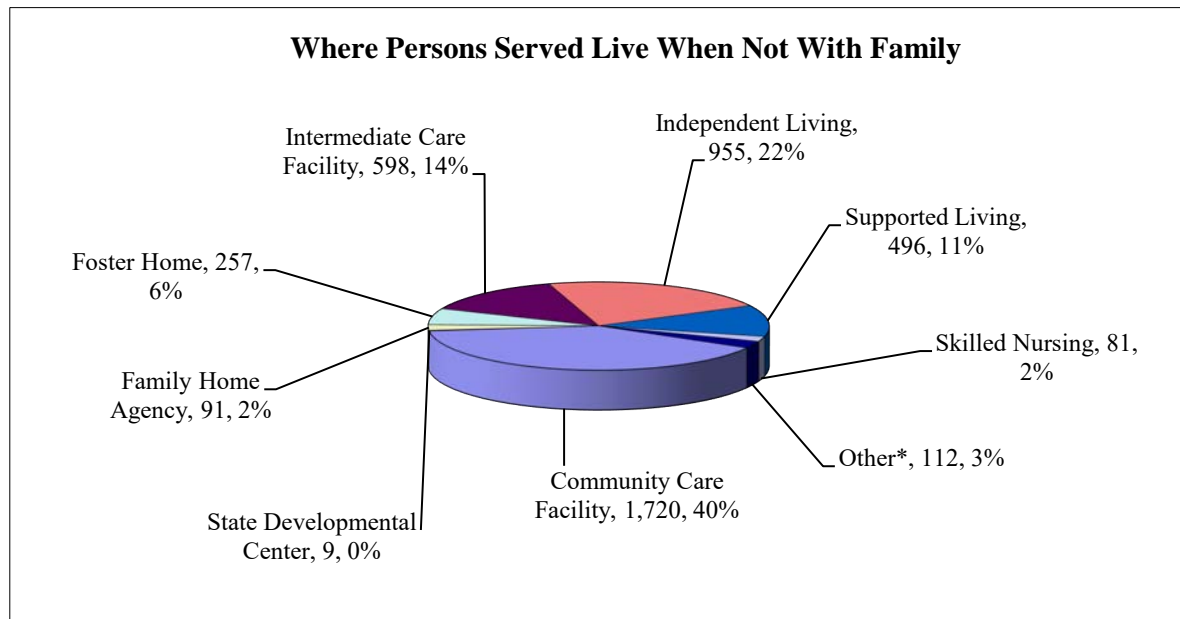
Where Persons Served Live	Persons Served All	Persons Served Under 18	Persons Served Over 18
With Family	22,658	12,790	9,868
Not With Family	4,319	289	4,030
Totals	26,977	13,079	13,898



LIVING OPTIONS, continued

Where Persons Served Live	All Persons Served	Persons Served Under 18	Persons Served Over 18
Family Home	22,658	12,790	9,868
Community Care Facility	1,720	21	1,699
State Developmental Center	9	0	9
Family Home Agency	91	0	91
Foster Home	257	247	10
Intermediate Care Facility	598	0	598
Independent Living	955	0	955
Supported Living	496	0	496
Skilled Nursing	81	0	81
Other*	112	21	91
Total	26,977	13,079	13,898

Other*			
Acute General Hospital	6	0	6
California Youth Authority	1	0	1
Community Treatment	5	1	4
Correctional Institution	1	0	1
County Jail	2	0	2
Other	0	0	0
Out of State	4	3	1
Psychiatric Treatment	25	4	21
Rehabilitation Center	4	0	4
SDC / State Hospital	5	0	5
Sub-Acute	41	13	28
Transient / Homeless	13	1	12
Total, Other*	107	22	85



LIVING OPTIONS, continued

Other Living Options

Family Home Agency

A Family Home Agency (FHA) is a private, not-for-profit agency that is vendored to recruit, approve, train, and monitor family home providers, provide services and supports to family home providers, and assist persons served with moving into or relocating from family homes.

Foster Family Agency

Under the California Department of Social Services, county placement agencies use licensed, private Foster Family Agencies (FFAs) for the placement of children. By statute, FFAs are organized and operated on a non-profit basis and are engaged in the following activities: recruiting, certifying, and training foster parents, providing professional support to foster parents, and finding homes or other temporary or permanent placements for children who require more intensive care.

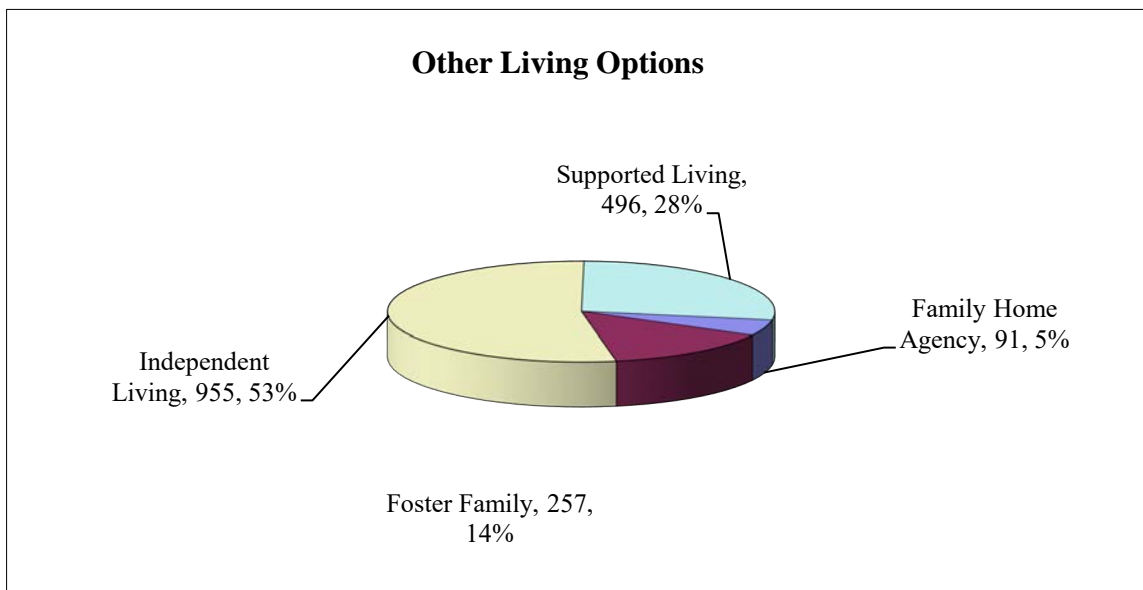
Independent Living

Independent Living services help persons served over 18 with the functional skills necessary to secure a self-sustaining, independent living situation in the community and/or may provide the support necessary to maintain those skills.

Supported Living

Supported Living Services (SLS) support efforts for persons served to live in their own home.

Other Living Options	Total	Under 18	Over 18
Family Home Agency	91	0	91
Foster Family	257	247	10
Independent Living	955	0	955
Supported Living	496	0	496
Total	1,799	247	1,552



LIVING OPTIONS, continued

Living Options, facilities licensed by the State of California, Departments of Community Care Licensing, or Department of Health Care Services

Health Licensed Facilities

Health facilities are licensed by the State of California, Department of Health Services to provide 24-hour medical residential care. Health facilities are funded by Medi-Cal. Health licensed facilities

General Acute Care Hospitals,
Acute Psychiatric Hospitals,
Skilled Nursing Facilities,
Intermediate Care Facilities,
Intermediate Care Facility – Developmentally Disabled,
Intermediate Care Facility – Developmentally Disabled, – Habilitative,
Intermediate Care Facility – Developmentally Disabled, – Nursing,
Home Health Agencies and
Congregate Living Health Facilities.

Community Care Licensed Facilities

Community Care Facilities (CCFs) are licensed by the State of California, Department of Social Services, Community Care Licensing Division to provide 24-hour non-medical residential care to children and adults with developmental disabilities who are in need of personal services, supervision, and/or assistance essential for self-protection or sustaining the activities of daily living. CCFs are funded by regional centers. Based upon the types of services provided and the persons served, each CCF vendored by a regional center is designated one of the following service levels:

SERVICE LEVEL 1: Limited care and supervision for persons with self-care skills and no behavior problems.

SERVICE LEVEL 2: Care, supervision, and incidental training for persons with some self-care skills and no major behavior problems.

SERVICE LEVEL 3: Care, supervision, and ongoing training for persons with significant deficits in self-help skills, and/or some limitations in physical coordination and mobility, and/or disruptive or self-injurious behavior.

SERVICE LEVEL 4: Care, supervision, and professionally supervised training for persons with deficits in self-help skills, and/or severe impairment in physical coordination and mobility, and/or severely disruptive or self-injurious behavior. Service Level 4 is subdivided into Levels 4A through 4I, in which staffing levels are increased to correspond to the escalating severity of disability levels.

LIVING OPTIONS, continued

Persons Served Who Reside in Licensed Facilities Funded by RCOC
Fiscal Year 2024-25

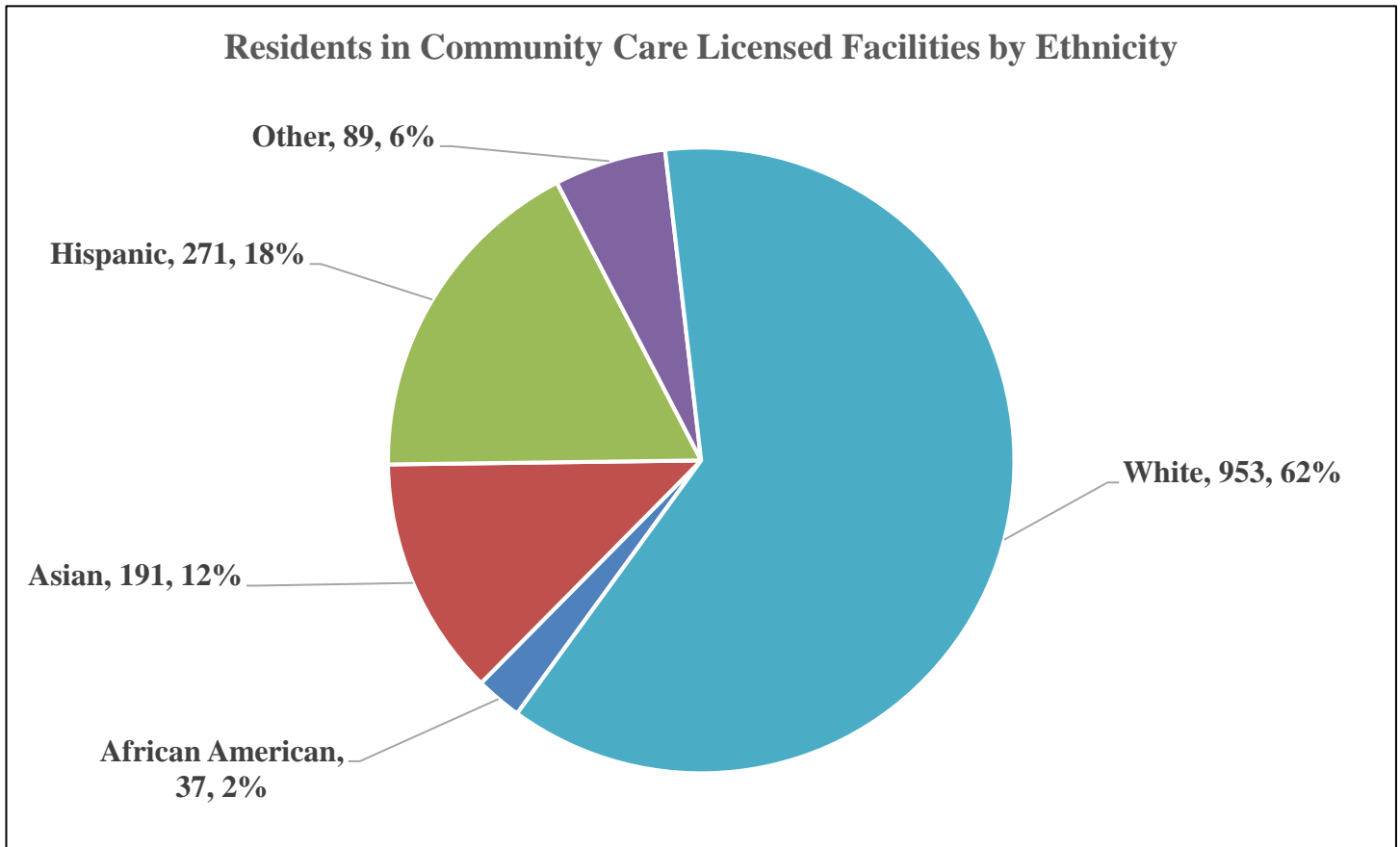
Licensed Facilities	Total	Over 18	Under 18
Level 2	155	155	0
Level 3	241	241	0
Level 4A	26	26	0
Level 4B	5	5	0
Level 4C	47	47	0
Level 4D	35	35	0
Level 4E	13	13	0
Level 4F	42	42	0
Level 4G	32	32	0
Level 4H	1	1	0
Level 4I	307	307	0
Elderly	11	11	0
ICF/DD-H	0	0	0
ICF/DD-N	1	1	0
ICF/DD	0	0	0
Skilled Nursing	0	0	0
Total	916	916	0

Licensed Facilities Summary	Total	Over 18	Under 18
Level 2	155	155	0
Level 3	241	241	0
Level 4	508	508	0
ICF/DD-H	0	0	0
ICF/DD-N	1	1	0
Elderly	11	11	0
Skilled Nursing	0	0	0
Total	916	916	0

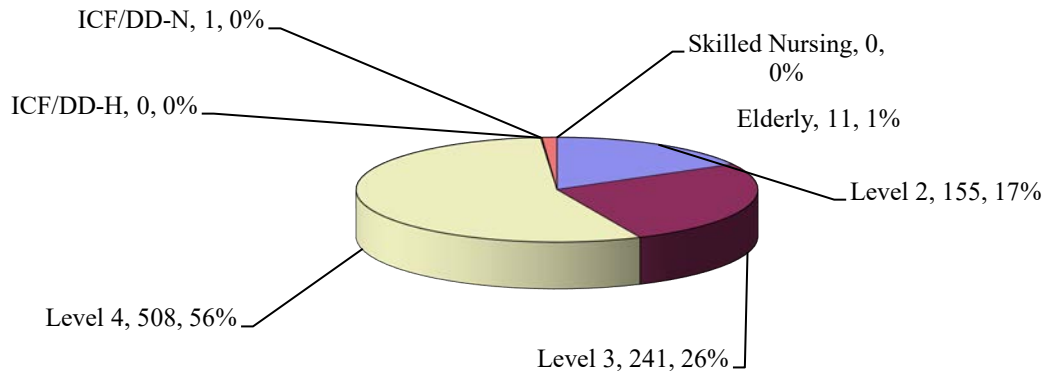
LIVING OPTIONS, continued

Persons Served Who Reside in Licensed Facilities Funded by RCOC by Ethnicity
Fiscal Year 2024-25

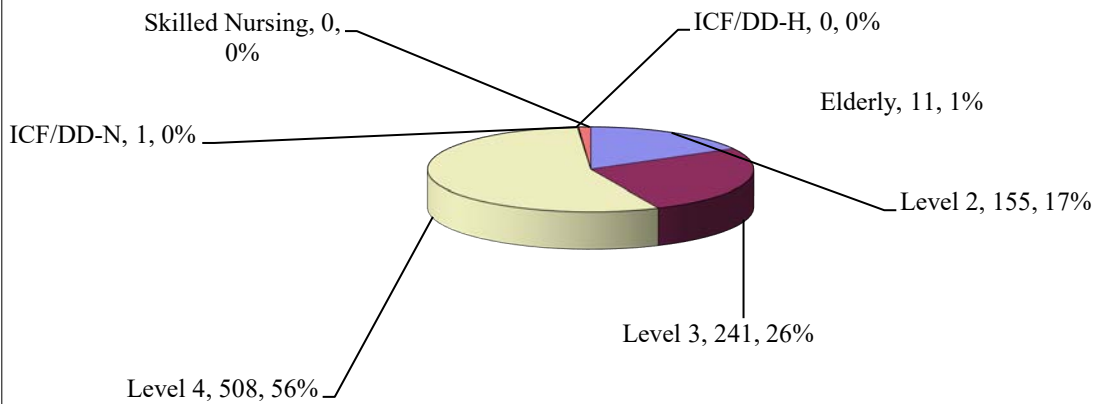
Licensed Facilities	African American	Asian	Hispanic	Other	White	Total
Level 2	6	24	57	13	192	292
Level 3	11	35	71	25	209	351
Level 4A	0	5	6	2	17	30
Level 4B	0	1	0	0	5	6
Level 4C	6	15	12	1	61	95
Level 4D	0	9	5	2	25	41
Level 4E	0	3	7	2	16	28
Level 4F	1	10	8	3	30	52
Level 4G	0	10	2	3	45	60
Level 4H	0	0	2	0	0	2
Level 4I	13	79	101	38	353	584
Total	37	191	271	89	953	1,541



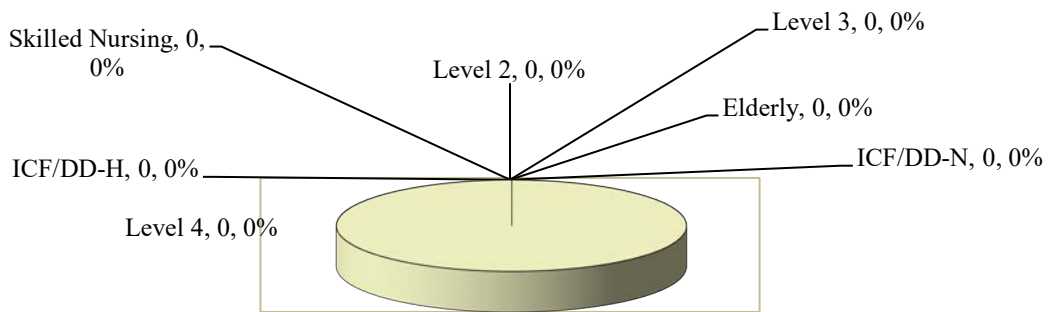
**Persons Served Who Reside in Licensed Facilities
Services Funded by RCOG**



**Persons Served Over Age 18 Who Reside in Licensed Facilities
Services Funded by RCOG**



**Persons Served Under Age 18 Who Reside in Licensed Facilities
Services Funded by RCOG**

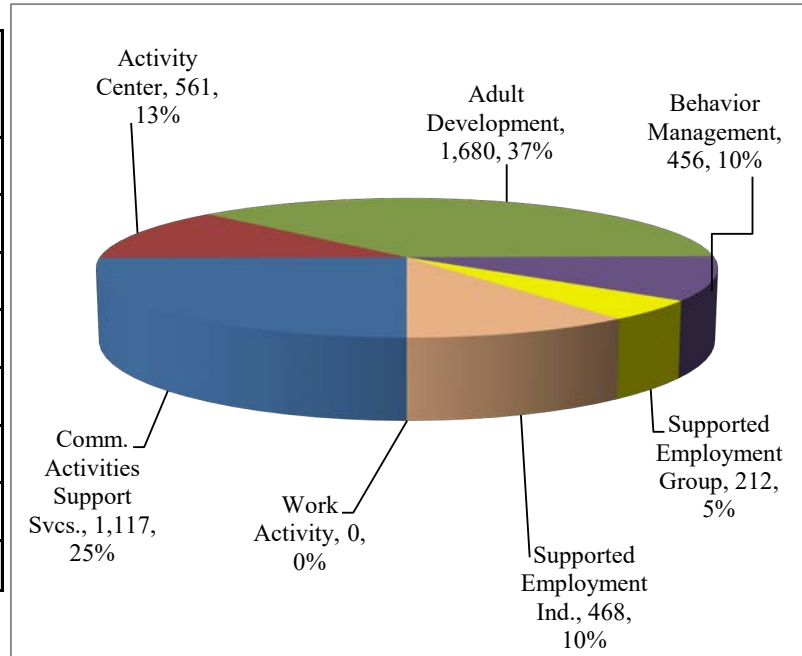


WORK

Related Guiding Principle

- *Persons served have the opportunity and support to work in integrated employment settings that are meaningful, valued by the community, and in which they are appropriately compensated and respected.*

Adult Day & Employment Services	Persons Served Over 18
Comm. Activities Support Svcs.	1,117
Activity Center	561
Adult Development	1,680
Behavior Management	456
Supported Employment Group	212
Supported Employment Ind.	468
Work Activity	0
Total	4,494



Definitions:

Community Activities Support Services similar to a Behavior Management Program, this is a behavior management program with an enhanced ration of 1:1 or 1:2 due to severe behavioral challenges.

Activity Center means a day program that serves adults who generally have acquired most basic self-care skills, have some ability to interact with others, are able to make their needs known, and respond to instructions. Activity center programs focus on the development and maintenance of the functional skills required for self-advocacy, community integration and employment. Staff ratio ranges from 1:6 to 1:8.

Adult Development Center means a day program that serves adults who are in the process of acquiring self-help skills. Individuals who attend adult development centers generally need sustained support and direction in developing the ability to interact with others, to make their needs known, and to respond to instructions. Adult development center programs focus on the development and maintenance of the functional skills required for self-advocacy, community integration, employment, and self-care. Staff ratio ranges from 1:3 to 1:4.

Behavior Management Program means a day program that serves adults with severe behavior disorders and/or dual diagnosis who, because of their behavior problems, are not eligible for or acceptable in any other community-based day program. Staff ratio is 1:3.

Supported Employment Program means a program that meets the requirements of the term supported employment, i.e. services that are provided by a job coach in order to support and maintain an individual with developmental disabilities in employment, and of the terms, integrated work, supported employment placement, allowable supported employment services, group and individualized services. Staff ratio ranges from 1:1 to 1:4.

Work Activity Program includes, but is not limited to, Work Activity centers or settings that provide support to persons served engaged in paid work and have demonstrated that the program is in compliance with Department of Rehabilitation certification standards or are accredited by CARF. Staff ratio ranges from 1:12 to 1:20.

SERVICE PLANNING AND COORDINATION

Related Guiding Principles

- *Service coordinators are caring, knowledgeable and competent in service planning, coordination and resources.*
- *Service coordinators inform families of their rights and the services and supports available to them.*
- *Service planning and coordination is a collaborative effort between RCOC, persons served and their families to identify needed services and supports.*
- *Person-centered planning is based upon the choices and preferences of the persons served and their families, and the identification of generic services and natural supports.*
- *Services and supports assist person served and their families to develop support networks leading to reduced dependence on paid supports.*
- *Services and supports are sensitive to the diverse religious, cultural, language, socioeconomic and ethnic characteristics of persons' served and their families' communities.*

Service Coordination

Fiscal Year 2024-25

Service Coordination:	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Number of Service Coordinators (SC)	400.3	399.3	415.3	424.4	423.4	
Number of Case-Carrying SCs	367.1	366.2	382.2	390.9	387.9	
Number of Intake SCs	33.3	33.3	33.3	33.7	35.7	
Number of Active Persons Served	26,489	26,579	26,604	26,788	26,945	
Caseload Ratio, # of Active Persons Served/SCs	72.1	72.6	69.6	68.5	69.5	

Service Coordination:	Jan.	Feb.	Mar.	Apr.	May	June
Number of Service Coordinators (SC)						
Number of Case-Carrying SCs						
Number of Intake SCs						
Number of Active Persons Served						
Caseload Ratio, # of Active Persons Served/SCs						

SERVICE PLANNING AND COORDINATION continued

Fair Hearings

Fiscal Year 2024-25

	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June
Number of Unsettled Hearing Requests*	23	20	21	14	11							
Eligibility - Lanterman	9	7	6	5	3							
Behavioral services	2		1	2	2							
Respite	1			1								
Day Care												
Self Determination Budget			1	2	2							
Personal Assistance	2	2	2	1								
Other**	15	18	18	6	6							

* *Hearing Requests may list more than one issue; so, the number of issues may equal more than the number of hearing requests.*

** *Other issues include but are not limited to living options.*

Number of New Hearing Requests Filed*	30	9	6	17	5							
Eligibility - Lanterman	6	3	3	3	1							
Eligibility - Early Start												
Behavioral services	1		1	1	1							
Respite				1								
Day Care												
Social/Recreational	2											
Social Skills Training												
SDP			1	2								
Personal Assistance	1	1	1									
Other**	10	4		4	2							

* *Hearing Requests may list more than one issue; so, the number of issues may equal more than the number of hearing requests.*

** *Other issues include but are not limited to living options.*

Number of All Meetings Held	9	12	7	9	3							
Number of Informal Meetings Held	9	5	5	9	3							
Number of Mediations Held		6	1									
Number of SLFHs Held		1	1									

Number of Requests in Scheduling*	5	3	1	0	5							

* *Meetings in process of being scheduled; meetings on schedule but not yet held; meetings scheduled but not held due to continuances.*

Number of Requests Pending*	0	0	0	0	0							

* *State Level Fair Hearing (SLFH) held but awaiting decision.*

Number of Requests Settled	9	5	13	8	3							
Withdrawn by Person Served/Family	1											
Settled in Informal	8	5	4	8	3							
Settled after further follow-up by RCOC												
Settled in Mediation			7									
SLFH Decision			2									

State Level Fair Hearing Decisions

Prevailing Party												
Person Served/Family												
RCOC			2									
Split												

ADMINISTRATION AND GOVERNANCE

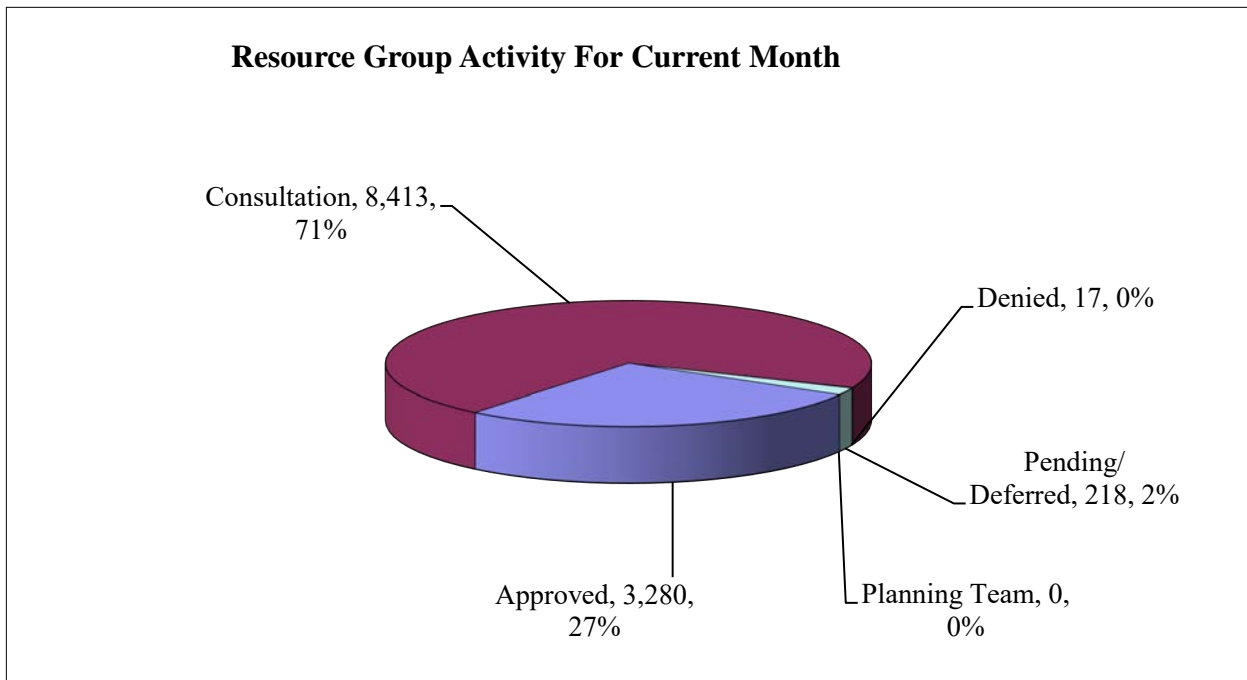
Guiding Principle

- *RCOC will maximize all alternative sources of funding for necessary services and supports including federal and generic funding.*
- *The public funds that support the service system are expended in a fashion that is cost-effective, consumer-directed, consistent with good business practices, and that reflect RCOC's Guiding Principles and diligent stewardship.*

Resource Group Activity for November 2024 and Fiscal Year to Date

Disposition	Approved	Consultation	Denied	Pending/Deferred	Planning Team	Total
Adult Day	895	317	0	101	0	1,313
Behavioral	118	69	0	9	0	196
Education	0	0	0	0	0	0
Eligibility/Health	85	2	10	4	0	101
Early Start	562	212	7	37	0	818
Living Options	297	174	0	8	0	479
Supported/Ind.	341	161	0	21	0	523
All Others	982	346	0	38	0	1,366
Monthly Total	3,280	8,413	17	218	0	4,796

FY 2024-25 Total to Date	35,125	22,398	0	2,292	0	59,815
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Operations Report Summary - November 2024

About Persons Served	Early Start	Medicaid Waiver	All Other	SDC	Total	Under 18	Over 18
Number of Persons Served	3,523	8,611	11,845	9	23,988	13,079	13,898
<i>Percentage of Total</i>	<i>15%</i>	<i>36%</i>	<i>49%</i>	<i>0%</i>	<i>100%</i>	<i>55%</i>	<i>58%</i>

Children served in Prevention Resource and Referral Services	458
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Persons Served by Residence Status	All	Under 18	Over 18
Family Home	22,658	12,790	9,868
Community Care Facility	1,720	21	1,699
State Developmental Center	9	0	9
Family Home Agency	91	0	91
Foster Home	257	247	10
Intermediate Care Facility	598	0	598
Independent Living	955	0	955
Supported Living	496	0	496
Skilled Nursing	81	0	81
Other	112	21	91
Total	26,977	13,079	13,898

Special Incident Investigations	Year to Date
AWOL	20
Abuse	46
Neglect	95
Injury	117
Hospitalizations - Total	196
Death	59
Victim of crime	11
Arrest	11
Rights	161
Total	716

Number of Licensed Facilities

<i>Community Care Facilities</i>	Total	Under 18	Over 18
Level 2	70	0	70
Level 3	87	0	87
Level 4	220	9	211
Total Community Care Facilities	377	9	368

Licensed Facility Monitoring	Year to Date
Annual Review	212
Unannounced	333
Total Number of Reviews	545
Provider Trainings	0
Technical Support	1,519
Corrective Action Plans	22

Intermediate Care Facilities (ICF)

ICF-DD	0
ICF-DD/Habilitation	69
ICF-DD/Nursing	41
Total ICF Facilities	110

Number of Audits	0
Amount of Recovery from Audits	\$0

Total Licensed Facilities	487
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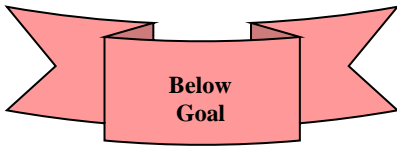
Performance Contract Summary

RCOC as of 11/01/2024	All	RCOC #	Goal	Percentage	# Attained
Developmental Center (DC)	26,808	9	0	0.03%	-9
Children in Foster Homes (FH)	12,995	252	318	1.94%	-66
Children Own Home Parent/Guardian	12,995	12,704	12,530	97.76%	174
Total # Children (FH,Parent/Guardian)	12,995	12,956	11,615	99.70%	108
Adult FHA	13,808	91	98	0.66%	-7
Independent Living (IL)	13,808	941	937	6.81%	4
Adults Residing Own Home - Parent	13,808	9,822	9,872	71.13%	-50
Supported Living (SL)	13,808	491	510	3.56%	-19
Total # Adults (FHA, IL,Parent/Guardian, SL)	13,808	11,345	11,417	82.16%	-72
Children Residing in a CCF (7+ beds)	12,995	0	0	0%	0
Children Residing in a ICF (7+ beds)	12,995	0	0	0%	0
Children Residing in a Nursing Facility (7+ beds)	12,995	0	0	0%	0
Total Children Residing in 7+ bed facilities	12,995	0	0	0%	0
Adults Residing in a CCF (7+ beds)	12,808	113	112	0.88%	-1
Adults Residing in a ICF (7+ beds)	12,808	15	7	0.12%	-8
Adults Residing in a Nursing Facility (7+ beds)	12,808	78	75	0.61%	-3
Total Adults Residing in 7+ bed facilities	12,808	206	194	1.61%	-12
Total Individuals Over Age 3 with <=120 days	305	305	100%	100%	100%
Total Individuals Over Age 3 with 121-240 days	305	0	0%	0%	0%
Total Individuals Over Age 3 Over 240 days	305	0	0%	0%	0%
Adults with Integrated Employment Goal	13,808	48%	65%		
Total Number of Incentive Payments Made	13,808	69			
Avg. Wage per Hour After Incentive Payment	13,808	\$14.40			
Number of Persons Served with Earned Income	13,808	1,965			
Percentage of 16-64 Earned Income	13,808	14.5%			
Annual Earnings of 16-64	13,808	\$13,564			
Number of Adults in CIE After Paid Intern	13,808	0			
Percentage Adults Transitioned Internship to CIE	13,808	0%			
Total Annual Expenditures Race/Ethnicity	26,808				

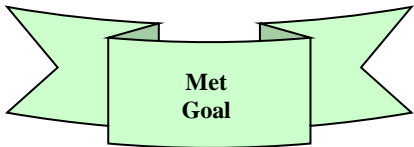
Performance Contract 2024-2025



= Better than Statewide Average



= Below Regional Center of Orange County Goal



= Met Regional Center of Orange County Goal



= Met or Exceeded Regional Center of Orange County Goal



= Exceeded Regional Center of Orange County Goal

There will be a variance between consumer data in the Operations Report and the Performance Contract. Consumer data for the Operations Report and the Performance Contract are produced on different dates and from different databases. The Operations Report numbers are based on RCOC's local database as of the end of the month. The Performance Contract numbers are based on RCOC's information as submitted to DDS on a different date.



Performance Contract 2024-2025

A. Regional Center of Orange County will maintain compliance in the following areas based upon criteria set forth in RCOC's contract with the Department of Developmental Services.

Compliance Measure	Outcome
Unqualified audit with no material findings	Yes
Substantial compliance with DDS fiscal audit	Yes
Operates within OPS budget	Yes
Certified to participate in Waiver	Yes
Compliance with vendor audit requirements per contract, Article III, sec. 10	Met
CDER/ESR current	96.4
Intake/Assessment and IFSP (0-2)	99.52
IPP development biennial	Annual, 99.46
IFSP development	69.28



Performance Contract 2024-2025

I. Developmental Center

Planned Activities

Statement: The Regional Center of Orange County (RCOC) is committed to providing assistance to individuals and their families who choose to move from a State Developmental Center (SDC) into a less restrictive environment within their home communities.

Objective: RCOC will continue to seek new and innovative methods of utilizing available resources, developing non-existing resources, and creating and implementing transition plans that will allow individuals to establish themselves and participate successfully in their home community living arrangements.

- Implementation of Community Placement Plan/Resource Development Plan for FYs 2022-2023 and 2023-2024.

Progress: In FY 2019-2020, RCOC moved the last persons served from Fairview Developmental Center into the community. The remaining individuals are served at Porterville Developmental Center where they remain for competency issues. During Public Meetings in April 2024, RCOC had 8 persons served, or 0.03%, in Developmental Centers.

A. Total number and % of regional center caseload in developmental centers.

	Percentage	All Consumers	Consumers in DC			
Statewide Average	0.05%	423,241	224			
RCOC Public Hearing 4/24/24	0.03%	24,845	8	Goal	%	# Attained
RCOC 11/01/24	0.03%	26,808	9	0	0.03%	-9
Analysis as of Public Hearing	RCOC % of DD pop		5.87%	RCOC % of DC pop		3.57%

Number of Persons Served Residing DC's



	Total Active Caseload	Goal	DC	%	Number Attained
Jul-24	26,460	0	9	0.03%	-9
Aug-24	26,547	0	9	0.03%	-9
Sep-24	26,250	0	9	0.03%	-9
Oct-24	26,808	0	9	0.03%	-9
Nov-24		0			
Dec-24		0			
Jan-25		0			
Feb-25		0			
Mar-25		0			
Apr-25		0			
May-25		0			
Jun-25		0			



Performance Contract 2024-2025

II. Children Residing with Families (*Child is defined as under 18 years of age*)

Planned Activities

Statement: The Regional Center of Orange County (RCOC) ensures that children will reside with their families by providing the needed supports and services regardless of the severity of the child's disability.

- Continue to assess current supports and services.
- RCOC will work with the Orange County community in an effort to support programs, trainings, and services designed to provide equal access to child care for families of children with special needs (autism).
- Continue to develop innovative resources for children 0-3 years old (i.e. respite placements).
- RCOC will insure that persons served are provided opportunities for safety awareness training through schools and other similar programs available.
- Review and revise services, e.g. respite and family support.
- RCOC will insure that families receive full information about the developmental needs of the persons served and what types of services are available.
- RCOC will assure that persons served and their caregivers receive complete assessments and have the opportunity to ask questions, advocate, and access to services. To be evaluated and monitored by a National Core Indicators (NCI) survey of persons served and thier caregivers.

Progress: A. During public meetings, RCOC had 296, or 2.59%, of children in foster homes.

A. Number and % of regional center children in foster homes.

	Percentage	All Children	Children in FH	Goal	%	# Attained
Statewide Average	2.56%	226,163	5,780			
RCOC Public Hearing 4/24/24	2.59%	11,421	296			
RCOC 11/01/24	1.94%	12,995	252	318	1.94%	-66
Analysis as of Public Hearing	RCOC % of DD pop.		5.05%		RCOC % of FH pop.	5.12%



	Total Children Status 1&2	Goal	Children in Foster Homes	%	Number Attained
Jul-24	12,779	318	270	2.11%	-48
Aug-24	12,828	318	265	2.07%	-53
Sep-24	12,893	318	263	2.04%	-55
Oct-24	12,995	318	252	1.94%	-66
Nov-24		318			
Dec-24		318			
Jan-25		318			
Feb-25		318			
Mar-25		318			
Apr-25		318			
May-25		318			
Jun-25		318			



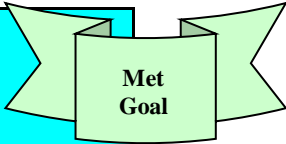
Progress: B. During public meetings, RCOC had 11,086, or 97.07%, of children in own-home-parent/guardian.

B. Number and % of regional center children in own home-parent/guardian.

	%	All Children	Children in own home Parent/Guardian			
Statewide Average	97.11%	226,163	219,630			
RCOC Public Hearing 4/24/24	97.07%	11,421	11,086	Goal	%	# Attained
RCOC 11/01/24	97.76%	12,995	12,704	12,530	97.76%	174
Analysis as of Public Hearing		RCOC % of DD pop.	5.05%	RCOC % of Home		97.07%



	Total Children	Goal	Children in Own Home Parent/Guardian	%	Number Attained
Jul-24	12,779	12,530	12,473	97.61%	-57
Aug-24	12,828	12,530	12,528	97.66%	-2
Sep-24	12,893	12,530	12,593	97.67%	63
Oct-24	12,995	12,530	12,704	97.76%	174
Nov-24		12,530			
Dec-24		12,530			
Jan-25		12,530			
Feb-25		12,530			
Mar-25		12,530			
Apr-25		12,530			
May-25		12,530			
Jun-25		12,530			



Progress: C. During public meetings, RCOC had 10,079, or 99.46%, of children in homes.

C. Total number and % of regional center children in homes (*this is a total of sections A and B above*).

	%	All Children	Total Number Children in Homes			
Statewide Average	99.67%	226,163	225,410			
RCOC Public Hearing 4/24/24	99.66%	11,421	11,382	Goal	%	# Attained
RCOC 11/01/24	99.70%	12,995	12,956	12,848	99.70%	108
Analysis of Public Hearing	RCOC % of DD pop		5.05%	RCOC % Homes		87.85%



	Total Children Status 1&2	Goal	Total Number Children in Homes	%	Number Attained	Met Goal
Jul-24	12,779	12,848	12,743	99.72%	-105	
Aug-24	12,828	12,848	12,793	99.73%	-55	
Sep-24	12,893	12,848	12,856	99.71%	8	
Oct-24	12,995	12,848	12,956	99.70%	108	
Nov-24		12,848				
Dec-24		12,848				
Jan-25		12,848				
Feb-25		12,848				
Mar-25		12,848				
Apr-25		12,848				
May-25		12,848				
Jun-25		12,848				

Performance Contract 2024-2025

III. Adults Residing in Home Settings

Planned Activities

Statement: RCOC works with persons served and their caregivers and advocates to empower and enable them to assert the rights of persons served to determine and control the living arrangements of their choice. This may include owning, renting, or leasing the home where the persons served reside.

Objective: Using the Person Centered Thinking (PCT) Individual Program Planning process, Service Coordinators will continue to identify regional center adult persons served who have the hopes and desires to live in a new living arrangement. Cases are reviewed at least annually for the least restrictive environment.

- RCOC will provide service coordinator training to assist families in establishing maintenance plans in the event of temporary caregiver illness/incapacity and for eventual transition plans.
- RCOC will request vendors to include successional maintenance and transitional plans in the event of temporary illness/incapacity and transfer of ownership in their program designs.
- RCOC will ensure that persons served are provided opportunities for safety awareness training on a regular and as needed basis.
- RCOC will review and revise services, e.g. respite and family support.
- RCOC will assure that persons served and their caregivers receive complete assessments and have opportunities to ask questions, advocate, and access services. To be evaluated and monitored by an NCI survey of persons served and their caregivers.



Progress: A. During public meetings, RCOC had 87, or 0.65%, of adults residing in Adult FHA.

A. Total number and % of regional center adult caseload residing in an Adult Family Home Agency (FHA).

	Percentage	Total Adults Status 2	Adults in FHA	Goal	%	# Attained
Statewide Average	0.74%	196,854	1,452			
RCOC Public Hearing 4/24/24	0.65%	13,416	87	99	0.66%	-8
RCOC 11/01/24	0.66%	13,804	91			
Analysis as of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of FHA pop		5.99%



	Total Adults Status 2	Goal	Adults in FHA	%	Number Attained
Jul-24	13,672	99	89	0.65%	-10
Aug-24	13,710	99	91	0.66%	-8
Sep-24	13,748	99	90	0.64%	-9
Oct-24	13,804	99	91	0.66%	-8
Nov-24		99			
Dec-24		99			
Jan-25		99			
Feb-25		99			
Mar-25		99			
Apr-25		99			
May-25		99			
Jun-25		99			



Progress: B. During public meetings, RCOC had 924, or 6.89%, of adults residing in independent living.

B. Total number and % of regional center adults in independent living.

	Percentage	Total Adults Status 2	Adults in Independent Living	Goal	%	# Attained
Statewide Average	9.09%	196,854	17,896			
RCOC Public Hearing 4/24/24	6.89%	13,416	924	937	6.82%	4
RCOC 11/01/24	6.82%	13,804	941			
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of IL pop		5.16%



	Total Adults Status 2	Goal	Adults in Independent Living	%	Number Attained
Jul-24	13,672	937	934	6.83%	-3
Aug-24	13,710	937	936	6.83%	-1
Sep-24	13,748	937	937	6.82%	0
Oct-24	13,804	937	941	6.82%	4
Nov-24		937			
Dec-24		937			
Jan-25		937			
Feb-25		937			
Mar-25		937			
Apr-25		937			
May-25		937			
Jun-25		937			

Progress: C. During public meetings, RCOC had 9,477, or 70.64%, of adults residing in own home-parent.

C. Total number and % of regional center adults residing in own home-parent.

	Percentage	Total Adults Status 2	Adults Residing Own Home - Parent			
Statewide Average	69.02%	196,854	135,873			
RCOC Public Hearing 4/24/24	70.64%	13,416	9,477	Goal	%	# Attained
RCOC 11/01/24	71.15%	13,804	9,822	9,872	71.15%	-50
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of own home		6.97%



	Total Adults Status 2	Goal	Adults Residing Own Home - Parent	%	Number Attained
Jul-24	13,672	9,872	9,708	71.01%	-164
Aug-24	13,710	9,872	9,743	71.06%	-129
Sep-24	13,748	9,872	9,775	71.01%	-97
Oct-24	13,804	9,872	9,822	71.15%	-50
Nov-24		9,872			
Dec-24		9,872			
Jan-25		9,872			
Feb-25		9,872			
Mar-25		9,872			
Apr-25		9,872			
May-25		9,872			
Jun-25		9,872			





Progress: D. During public meetings, RCOC had 491, or 3.66%, of adults residing in supported living.

D. Total number and % of regional center adults residing in supported living.

	Percentage	Total Adults Status 2	Adults Residing in Supported Living	Goal	%	# Attained
Statewide Average	5.02%	196,854	9,359			
RCOC Public Hearing 4/24/24	3.66%	13,416	491	510	3.56%	-19
RCOC 11/01/24	3.56%	13,804	491			
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of SL pop		5.25%

	Total Adults Status 2	Goal	Adults Residing Supported Living	%	Number Attained
Jul-24	13,672	510	492	3.60%	-18
Aug-24	13,710	510	492	3.59%	-18
Sep-24	13,748	510	488	3.55%	-22
Oct-24	13,804	510	491	3.56%	-19
Nov-24		510			
Dec-24		510			
Jan-25		510			
Feb-25		510			
Mar-25		510			
Apr-25		510			
May-25		510			
Jun-25		510			





Progress: E. During public meetings, RCOC had 10,217, or 80.97%, of adults residing in home settings.

E. Total number and % of regional center adults in home settings (*this is a total of sections A, B, C, and D above*).

	Percentage	Total Adults Status 2	Total Number Adults in Home Settings			
Statewide Average	83.63%	196,854	164,624			
RCOC Public Hearing 4/24/24	81.84%	13,416	10,979	Goal	%	# Attained
RCOC 11/01/24	82.19%	13,804	11,345	11,418	82.19%	-73
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of Home		6.67%

	Total Adults Status 2	Goal	Total Number Adults in Home Settings	%	Number Attained
Jul-24	13,672	11,418	11,223	82.09%	-195
Aug-24	13,710	11,418	11,262	82.14%	-156
Sep-24	13,748	11,418	11,290	82.12%	-128
Oct-24	13,808	11,418	11,345	82.19%	-128
Nov-24		11,418			
Dec-24		11,418			
Jan-25		11,418			
Feb-25		11,418			
Mar-25		11,418			
Apr-25		11,418			
May-25		11,418			
Jun-25		11,418			



Performance Contract 2024-2025

IV. Children Residing in Facilities with Seven or More Beds (Excluding Developmental Centers)

Planned Activities

Statement: RCOC provides for the needs of children with medical issues or challenging behaviors in seven or greater bed facilities for limited time periods when smaller facilities cannot meet needs.

Objective: RCOC will place only those children with medical issues or challenging behaviors in seven or greater facilities.

- RCOC will continue seeking appropriate placement in smaller facilities for these children and to support creative services and supports which would allow placement in existing small facilities, as well as development of new small facilities as needed, utilizing appropriate services and supports to ensure success for these persons served.
- RCOC will adhere to Trailer Bill Language relating to the use of larger facilities to ensure the least restrictive environment is supported.

Progress: A. During public meetings, RCOC had 0, or 0.00%, of children residing in a Community Care Facility (CCF) 7+ beds. Placements to 7+ bed CCF facilities are at family request and/or due to specialized services.

A. Total number and % of regional center children residing in a CCF 7+ beds.

	Percentage	Total Children Status 1&2	Children Residing in CCF 7+ Beds			
Statewide Average	0.01%	226,163	14			
RCOC Public Hearing 4/24/24	0.00%	11,421	0	Goal	%	# Attained
RCOC 11/01/24	0.00%	12,995	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.05%	RCOC % of CCF 7+		0.00%



	Total Children Status 1&2	Goal	Children Residing CCF 7+ Beds	%	Met Goal Number Attained
Jul-24	12,779	0	0	0.00%	0
Aug-24	12,828	0	0	0.00%	0
Sep-24	12,893	0	0	0.00%	0
Oct-24	12,995	0	0	0.00%	0
Nov-24		0			
Dec-24		0			
Jan-25		0			
Feb-25		0			
Mar-25		0			
Apr-25		0			
May-25		0			
Jun-25		0			

Progress: B. During public meetings, RCOC had 0, or 0.00%, of children residing in an Intermediate Care Facility (ICF) 7+ beds.

B. Total number and % of regional center children residing in an ICF 7+ beds.

	Percentage	Total Children Status 1&2	Children Residing in an ICF 7+ beds			
Statewide Average	0.02%	226,163	42			
RCOC Public Hearing 4/24/24	0.00%	11,421	0	Goal	%	# Attained
RCOC 11/01/24	0.00%	12,995	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.05%	RCOC % of ICF 7+		0.00%



	Total Children Status 1&2	Goal	Children Residing ICF 7+ Beds	%	Number Attained
Jul-24	12,779	0	0	0.00%	0
Aug-24	12,828	0	0	0.00%	0
Sep-24	12,893	0	0	0.00%	0
Oct-24	12,995	0	0	0.00%	0
Nov-24		0			
Dec-24		0			
Jan-25		0			
Feb-25		0			
Mar-25		0			
Apr-25		0			
May-25		0			
Jun-25		0			

Progress: C. During public meetings, RCOC had no children residing in a nursing facility. Placements to nursing facilities are at family request and/or due to specialized services.

C. Total number and % of regional center children residing in a nursing facility.

	Percentage	Total Children Status 1&2	Children Residing in a Nursing Facility	Goal	%	# Attained
Statewide Average	0.00%	226,163	4			
RCOC Public Hearing 4/24/24	0.00%	11,421	0			
RCOC 11/01/24	0.00%	12,995	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.05%	RCOC % of NF		0.00%



	Total Children Status 1&2	Goal	Children Residing in a Nursing Facility (NF)	%	Number Attained
Jul-24	12,779	0	0	0.00%	0
Aug-24	12,828	0	0	0.00%	0
Sep-24	12,893	0	0	0.00%	0
Oct-24	12,995	0	0	0.00%	0
Nov-24		0			
Dec-24		0			
Jan-25		0			
Feb-25		0			
Mar-25		0			
Apr-25		0			
May-25		0			
Jun-25		0			



Progress: D. During public meetings, RCOC had 0, or 0.00%, of children residing in a facility with 7+ beds. Placements to 7+ bed facilities are at family request and/or due to specialized services.

D.Total number and % of regional center children residing in a facility with 7+ beds (*this is a total of sections A, B, and C above*).

	Percentage	Total Children Status 1&2	Total Children Residing in a 7+ Bed Facility			
Statewide Average	0.03%	226,163	60			
RCOC Public Hearing 4/24/24	0.00%	11,421	0	Goal	%	# Attained
RCOC 11/01/24	0.00%	12,995	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.05%	RCOC % 7+ Bed		0.00%



	Total Children Status 1&2	Goal	Total Children Residing in 7+ Bed	%	Met Goal Number Attained
Jul-24	12,779	0	0	0.00%	0
Aug-24	12,828	0	0	0.00%	0
Sep-24	12,893	0	0	0.00%	0
Oct-24	12,995	0	0	0.00%	0
Nov-24		0			
Dec-24		0			
Jan-25		0			
Feb-25		0			
Mar-25		0			
Apr-25		0			
May-25		0			
Jun-25		0			

Performance Contract 2024-2025

V. Adults Residing in Facilities with Seven or More Beds
(Excluding Developmental Centers)

Planned Activities

Statement: RCOC continues to ensure that individuals with developmental disabilities have more choices in living options regardless of the severity of their disabilities.

Objective: RCOC will place only those adults with medical issues or challenging behaviors in seven bed or greater facilities.

- RCOC will continue seeking appropriate placement in smaller facilities for these persons served and to support creative services and supports which would allow placement in existing small facilities, as well development of new small facilities as needed, utilizing appropriate services and supports to ensure success for these persons served.
- RCOC will adhere to Trailer Bill Language relating to the use of larger residential facilities to ensure the least restrictive environment is supported.



Progress: A. During public meetings, RCOC had 119, or 0.89%, of adults residing in a CCF 7+ bed. Placements to 7+ CCF are at family request and/or due to specialized services. RCOC has several long term vendors with 7+ bed homes, and will continue to work together to implement Trailer Bill Language regarding the use of these homes.

A. Total number and % of regional center adults residing in a Community Care Facility (CCF) 7+ beds.

	Percentage	Total Adults Status 2	Adults in CCF 7+ Beds	Goal	%	# Attained
Statewide Average	0.67%	196,854	1,324			
RCOC Public Hearing 4/24/24	0.89%	13,416	119			
RCOC 11/01/24	0.82%	13,804	113	112	0.82%	-1
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % Adult 7+ CCF		8.99%

	Total Adults Status 2	Goal	Adults Residing in CCF 7+ Beds	%	Number Attained
Jul-24	13,672	112	111	0.81%	1
Aug-24	13,710	112	113	0.82%	-1
Sep-24	13,748	112	114	0.83%	-2
Oct-24	13,804	112	113	0.82%	-1
Nov-24		112			
Dec-24		112			
Jan-25		112			
Feb-25		112			
Mar-25		112			
Apr-25		112			
May-25		112			
Jun-25		112			



Progress: B. During public meetings, RCOC had 15, or 0.11%, of adults residing in an Intermediate Care Facility (ICF) 7+ beds. Placements to 7+ bed facilities are at family request and/or due to specialized services.

B. Total number and % of regional center adults residing in an ICF 7+ beds.

	Percentage	Total Adults Status 2	Adults Residing ICF 7+ Beds	Goal	%	# Attained
Statewide Average	0.41%	196,854	755			
RCOC Public Hearing 4/24/24	0.11%	13,416	15			
RCOC 11/01/24	0.11%	13,804	15	7	0.11%	-8
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % ICF 7+		1.99%



	Total Adults Status 2	Goal	Adults Residing ICF 7+ Beds	%	Number Attained
Jul-24	13,672	7	14	0.10%	-7
Aug-24	13,710	7	14	0.10%	-7
Sep-24	13,748	7	15	0.11%	-8
Oct-24	13,804	7	15	0.11%	-8
Nov-24		7			
Dec-24		7			
Jan-25		7			
Feb-25		7			
Mar-25		7			
Apr-25		7			
May-25		7			
Jun-25		7			





Progress: C. During public meetings, RCOC had 75, or 0.56%, of adults residing in a nursing facility (NF). Placements to nursing facilities are at family request and/or due to medical or specialized services.

C. Total number and % of regional center adults residing in a nursing facility.

	Percentage	Total Adults Status 2	Adults Residing in NF	Goal	%	# Attained
Statewide Average	0.52%	196,854	967			
RCOC Public Hearing 4/24/24	0.56%	13,416	75	75	0.57%	-3
RCOC 11/01/24	0.57%	13,804	78			
Analysis of Public Hearing	RCOC % DD pop		6.82%	RCOC % NF		7.76%

	Total Adults Status 2	Goal	Adults Residing in NF	%	Number Attained
Jul-24	13,672	75	78	0.57%	-3
Aug-24	13,710	75	76	0.55%	-1
Sep-24	13,748	75	80	0.58%	-5
Oct-24	13,804	75	78	0.58%	-3
Nov-24		75			
Dec-24		75			
Jan-25		75			
Feb-25		75			
Mar-25		75			
Apr-25		75			
May-25		75			
Jun-25		75			



Progress: D. During public meetings, RCOC had 209, or 1.56%, of adults residing in a facility with 7+ beds. Placements to 7+ bed facilities are at family request and/or due to specialized services.

D. Total number and % of adults residing in a facility with 7+ beds (*this is a total of sections A, B, and C above*).

	Percentage	Total Adults Status 2	Total Adults Residing in 7+ Bed			
Statewide Average	1.71%	196,854	3,188			
RCOC Public Hearing 4/24/24	1.56%	13,416	209	Goal	%	# Attained
RCOC 11/01/24	1.49%	13,804	206	194	1.49%	-12
Analysis of Public Meeting	RCOC % of DD pop		6.82%	RCOC % 7+ Bed		6.56%



	Total Adults Status 2	Goal	Total Adults Residing in 7+ Beds	%	Number Attained
Jul-24	13,672	194	203	1.45%	-11
Aug-24	13,710	194	203	1.48%	-9
Sep-24	13,748	194	209	1.52%	-15
Oct-24	13,808	194	206	1.49%	-12
Nov-24		194			
Dec-24		194			
Jan-25		194			
Feb-25		194			
Mar-25		194			
Apr-25		194			
May-25		194			
Jun-25		194			



Performance Contract 2024-2025

VI. Intake Duration

Planned Activities

Statement: Management and Service Coordinator staff receive a monthly report on the duration of individuals age 3 and over who are in the intake process.

Objective: RCOC will continue to ensure that the duration of individuals ages 3 and over in the Intake process is within mandated timeline.

- RCOC will provide persons served and their caregivers/advocates with initial information about developmental needs, and about the services and supports available, inside and outside of RCOC.

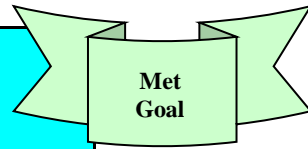
Progress: A. During public meetings, RCOC had 257, or 100%, of regional center individuals over age 3 with <=120 days.

A. Total number and % of regional center individuals over age 3 with <=120 days.

	Percentage	Total # Age 3 or Over	Total # Over Age 3 with <=120 Days	Goal	% Attained
Statewide Average	78.33%	14,874	11,651		
RCOC Public Hearing 4/24/24	100%	257	257		
RCOC 11/01/24	100%	305	305	100%	100%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 with <=120 Days	% Attained
Jul-24	319	100%	319	100%
Aug-24	326	100%	326	100%
Sep-24	321	100%	321	100%
Oct-24	305	100%	305	100%
Nov-24		100%		
Dec-24		100%		
Jan-25		100%		
Feb-25		100%		
Mar-25		100%		
Apr-25		100%		
May-25		100%		
Jun-25		100%		



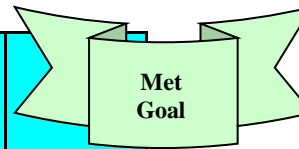
Progress: B. During public meetings, RCOC had 0, or 0.00%, of regional center individuals over age 3 with 121-240 days.

B. Total number and % of regional center individuals over age 3 with 121-240 days.

	Percentage	Total Number of Individuals Age 3 and Over	Total Number of Individuals Over Age 3 With 121-240 Days	Goal	% Attained
Statewide Average	14.62%	14,874	2,175		
RCOC Public Hearing 4/24/24	0.00%	257	0		
RCOC 11/01/24	0.00%	305	0	0%	0%



	Total Number of Individuals Age 3 or Over	Goal	Total Number of Individuals Over Age 3 With 121-240 Days	%
Jul-24	319	0%	0%	0%
Aug-24	326	0%	0%	0%
Sep-24	321	0%	0%	0%
Oct-24	305	0%	0%	0%
Nov-24		0%		
Dec-24		0%		
Jan-25		0%		
Feb-25		0%		
Mar-25		0%		
Apr-25		0%		
May-25		0%		
Jun-25		0%		



Progress: C. During public meetings, RCOC had 0, or 0.00%, of regional center individuals over age 3 with over 240 days.

C. Total number and % of regional center individuals over age 3 with over 240 days.

	Percentage	Total Number Individuals Age 3 or Over	Total Number Individuals Over Age 3 Over 240 Days	Goal	% Attained
Statewide Average	7.05%	14,874	1048		
RCOC Public Hearing 4/24/24	0%	257	0		
RCOC 11/01/24	0%	305	0	0%	0%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 Over 240 Days	% Attained	Met Goal
Jul-24	319	0%	0	0%	
Aug-24	326	0%	0	0%	
Sep-24	321	0%	0	0%	
Oct-24	305	0%	0	0%	
Nov-24		0%			
Dec-24		0%			
Jan-25		0%			
Feb-25		0%			
Mar-25		0%			
Apr-25		0%			
May-25		0%			
Jun-25		0%			

Performance Contract 2024-2025

VII. National Core Indicators (NCI) Employment

Planned Activities

Statement: RCOC has adopted an Employment First Policy making competitive integrated employment (CIE) the first option considered by planning teams for every working adult served by RCOC.

Objective: RCOC will implement its Employment First Policy by providing persons served and family members with information regarding the opportunity and support to work in employment settings that are meaningful to them and by annually reviewing those opportunities with individuals to ensure they are engaged in activities of their choosing. RCOC will make incentive payments to vendors who assist individuals obtain CIE and maintain those positions over time.

Progress: A. Results from the National Core Indicator surveys conducted in FY 2014-15, 47% of those interviewed indicated a desire for work in the community. For FY 2021-22, 48% of those interviewed also expressed a desire for employment in their community.

A. Percentage of adults who reported having integrated employment as a goal in their IPP.

	Percentage	
RCOC FY 2011-12	46%	Goal
RCOC FY 2014-15	47%	50%
RCOC FY 2018-19	57%	65%
RCOC FY 2020-21	48%	60%



Progress: B. RCOC will authorize incentive payments to service providers who assist individuals obtaining competitive integrated employment. RCOC will make initial payments based upon hire date, and additional payments will be made upon subsequent milestones related to length of employment.

B. Total number of 30 day, 6 month, and 12 month incentive payments made within the fiscal year.

Fiscal Year	30 Day	6 Month	12 Month
2017-18	155	97	78
2018-19	151	128	83
2019-20	131	115	90
2020-21	33	19	17
Goal	110	85	75

Progress: C. RCOC will work with local employment agencies and businesses to assist individuals obtain desired hours of employment on a weekly/monthly basis. Individuals will review this during the initial hiring phase when incentive payments are being sought.

C. Average wages and hours worked for adults engaged in CIE when incentive payments have been made on their behalf.

Fiscal Year	Hours Week	Wage
2017-18	23.5	\$11.31
2018-19	21	\$12.06
2019-20	22	\$13.06
2020-21	13	\$13.98
Goal	24	\$16.00

Performance Contract 2024-2025

VIII. Employment Development Department (EDD) Employment

Planned Activities

Statement: RCOC service coordinators and vendors are implementing RCOC's Employment First Policy of competitive integrated employment (CIE) as the first option for persons served.

Objective: RCOC service coordinators will implement Employment First Policy by providing persons served and families information on job preparation and procurement at annual Individual Transition Meetings (ITP) through the school and Individual Program Planning (IPP) meetings through RCOC. RCOC will continue to work on development of new programs that will emphasize a focus on CIE as a primary outcome. RCOC will work with service providers and employers to move individuals participating in Paid Internship Program (PIP) into CIE.

Progress: A. Results from the Employment Development Department (EDD) conducted in 2021 indicate that 1,839 persons served ages 16-64 had earned income. In 2022, 1,965 persons served ages 16-64 had earned income.

A. Number of persons served ages 16-64 with earned income.



	RCOC	Statewide Avg.
2018	3,346	1,311
2019	2,335	1,341
2020	1,726	1,082
2021	1,839	1,317
2022	1,965	1,428



Progress: B. Results from the EDD in 2021 indicate that 13.9% of persons served ages 16-64 reported having earned income. In 2022, the percentage of persons served ages 16-64 reporting earned income was 14.5%.

B. Percentage of persons served ages 16-64 reporting earned income.

	RCOC	Statewide Avg.
2019	21%	17.3%
2020	19.5%	15.7%
2021	13.9%	14.2%
2022	14.5%	15.0%

Progress: C. Results from the EDD in 2021 indicate that average annual wages for persons served ages 16-64 was \$10,991. In 2022, the average annual wage for persons served ages 16-64 was \$13,564. This measure will also compare average annual wages of all people with disabilities

C. Annual earnings of age group 16-64 of people with intellectual disabilities, compared with all persons with disabilities in California.

	RCOC	Statewide Avg.
2019	\$7,582	\$8,772
2020	\$6,783	\$8,837
2021	\$10,991	\$11,806
2022	\$13,564	\$13,949



Progress: D. In FY 2016-17, RCOC began working with service providers to place individuals into Paid Internship Program (PIP) opportunities to help develop employment interests and lead into CIE opportunities. In 2020 RCOC had 11 individuals within a PIP that resulted in employment, and for 2021 that number decreased to 0 individuals.

D. Number of adults placed in CIE following participation in a PIP.

	Total
2017-18	1
2018-19	7
2019-20	11
2020-21	0

Progress: E. RCOC will obtain data related to the overall percentage of adults participating in a paid internship who transition into a competitive employment setting. This program began in FY 2016-17. In FY 2020-21, 0% of adults transitioned from an Internship to Competitive Employment.

E. Percentage of adults who transitioned from internship to competitive employment.

	% Adults
2018-19	21%
2019-20	14%
2020-21	0%

Progress: F. RCOC will monitor the hourly/salaried wages and hours worked per week for persons served who participate in a paid internship. Hours and wages will be competitively based on the job type and market rate for each setting.

F. Average hourly wage and weekly hours worked in PIP during the previous fiscal year.

	Hours Week	Wage
2018-19	18	\$12.34
2019-20	13	\$13.43
2020-21	13	\$13.98

Performance Contract 2024-2025

IX. Reducing Disparities and Improving Equity in Purchase of Service Expenditures.

Statement: RCOC works to ensure that the support services are flexible and innovative in meeting the family's needs as they evolve over time, are tailored to the preferences of the individual family, and are consistent with their cultural norms and customs.

Objective: RCOC service coordinators will work with persons served and families to develop IPP goals and objectives to address their choices of living situations. RCOC will work to develop services in the community that meet the cultural and background preferences of persons served and family members to ensure the availability of resources. RCOC will continue outreach efforts within our community to overcome potential cultural barriers when identifying appropriate services. RCOC is working to expand family outreach and support options by developing new resources within our community. RCOC will continue to develop community programs that allow for a range of options for persons served when selecting those services. RCOC service coordinators will receive initial and ongoing training related to IPP development that ensures meaningful participation of persons served and their families and will focus on Person Centered Thinking skills and outcomes. RCOC will be working to simplify and translate important documents. RCOC continues to outreach with outside agencies such as parent support groups leaders, family support groups, social services agencies, faith-based organizations and educational agencies, as well as providing information via e-mail in the primary language of the family.



Progress: A. Review of fiscal year 2017-18 purchase of service data and client master file (CMF) for initial data source. Fiscal year 2022-2023 data reflects either an increase or decrease in services and expenditures related to disparity criteria.

A. Percent of total annual purchase of service (POS) expenditures by individuals ethnicity and age: Birth to age 2; Age 3-21; 22 and older.

Fiscal Year 2022-2023 Birth to 2 Years Ethnicity	Total Persons	Total Authorized Services	Percentage of Total	Utilized
American Indian or Alaska Native	*	\$100,892 ↑	0.08%	48.7% ↑
Asian	1,100	\$12,628,607 ↑	22.86% ↑	60.9% ↑
Black/African American	99	\$1,239,988 ↑	2.24% ↑	50.96% ↑
Hispanic	2,163	\$20,301,915 ↑	36.75% ↑	56.75% ↓
Native Hawaiian or Other Pacific Islander	15	\$217,826 ↑	0.39% ↑	65.64% ↑
Other Ethnicity or Race/Multi-Cultural	1,132	\$10,931,414 ↑	19.79% ↓	56.4% ↓
White	1,253	\$9,820,017 ↑	17.78% ↓	56.32% ↓
Totals	5,769 ↑	\$55,240,659 ↑		57.4% ↑

Fiscal Year 2022-2023 3 Years to 21 Years Ethnicity	Total Persons	Total Authorized Services	Percentage of Total	Utilized
American Indian or Alaska Native	14	\$85,505 ↓	0.09% ↑	43.9% ↓
Asian	2,250	\$17,784,288 ↓	17.97% ↑	53.8% ↓
Black/African American	206	\$2,399,914 ↑	2.42% ↑	
Hispanic	4,261	\$27,741,305 ↓	28.02% ↑	53.8% ↓
Native Hawaiian or Other Pacific Islander	22	\$323,664 ↑	0.33% ↑	43.6% ↓
Other Ethnicity or Race/Multi-Cultural	2,104	\$21,489,996 ↑	21.71% ↑	51.2% ↓
White	2,246	\$29,163,088 ↓	29.46% ↑	61.1% ↓
Totals	11,103 ↑	\$98,987,761 ↓		55.2% ↓



Fiscal Year 2022-2023 22 Years and Older Ethnicity	Total Persons	Total Authorized Services	Percentage of Total	Utilized
American Indian or Alaska Native	21	\$1,607,025 ↑	0.28% ↑	75.4% ↓
Asian	1,631	\$71,685,783 ↑	12.31% ↑	71.1% ↓
Black/African American	280	\$16,459,959 ↑	2.83% ↑	71.9% ↓
Hispanic	3,078	\$110,837,169 ↑	19.03% ↑	72.7% ↓
Native Hawaiian or Other Pacific Islander	13	\$624,327 ↑	0.11% ↑	75.8% ↑
Other Ethnicity or Race/Multi-Cultural	940	\$47,097,098 ↑	8.09% ↑	72.3% ↓
White	4,841	\$333,986,087 ↑	57.36% ↓	76.8% ↓
Totals	10,804 ↑	\$582,297,449 ↑		74.8% ↓



Progress: B. Review of fiscal year 2020-21 POS date and regional center caseload data. Initial data generation will be compared to subsequent FY information.

B. Number of individuals receiving only case management services by age and ethnicity: Birth to age 2; Age 3-21; Age 22 and older.

Fiscal Year 2022-2023 Birth to 2 Years Ethnicity	Total Persons	Case Management	Percent No Services
American Indian or Alaska Native	7	0	0.0%
Asian	1,100	75	6.8%
Black/African American	99	*	*
Hispanic	2,163	142	6.6%
Native Hawaiian or Other Pacific Islander	15	*	6.7%
Other Ethnicity or Race/Multi-Cultural	1,132	99	8.7%
White	1,253	83	6.6%
Totals	5,769	407	7.1%

Fiscal Year 2022-2023 3 Years to 21 Years Ethnicity	Total Persons	Case Management	Percent No Services
American Indian or Alaska Native	14	*	35.7% ↓
Asian	2,250	895 ↓	39.8% ↓
Black/African American	206	98 ↓	47.6% ↓
Hispanic	4,261	2,039 ↓	47.9% ↓
Native Hawaiian or Other Pacific Islander	22	**	59.1% ↓
Other Ethnicity or Race/Multi-Cultural	2,104	879 ↓	41.8% ↓
White	2,246	866 ↓	38.6% ↓
Totals	11,103 ↑	4,795 ↓	43.2% ↓



Fiscal Year 2022-2023 22 Years and Older Ethnicity	Total Persons	Case Management	Percent No Services
American Indian or Alaska Native	21	*	*
Asian	1,631	385 ↓	23.6% ↓
Black/African American	280	64 ↓	22.9% ↓
Hispanic	3,078	834 ↓	27.1% ↓
Native Hawaiian or Other Pacific Islander	13	*	*
Other Ethnicity or Race/Multi-Cultural	940	208 ↓	22.1% ↓
White	4,841	805 ↓	16.6% ↓
Totals	10,804 ↑	2,301 ↓	21.3% ↓



Progress: C. Review of fiscal year 2020-21 POS and CMF data. Initial data generation will be compared to subsequent FY information.

C. Per capita purchase of service (POS) expenditures by individual's primary language for all ages (30 or more people with identified language).

Fiscal Year 2022-2023 Primary Language All Ages	Consumer s Count	Per Capita Expenditures	Utilized
All other languages	389	\$25,113	73.5%
Cantonese/Mandarin Chinese	79 ↑	\$11,852 ↑	68.3% ↓
English	21,615 ↑	\$21,240 ↑	71.7% ↓
Spanish	4,492 ↓	\$9,313 ↑	64.8% ↓
Vietnamese	1,101 ↓	\$9,414	64% ↓
Totals	27,676	\$18,862	70.9% ↓



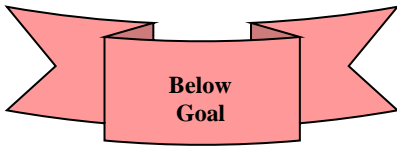
Performance Contract Summary

RCOC as of 12/01/2024	All	RCOC #	Goal	Percentage	# Attained
Developmental Center (DC)	26,906	9	0	0.03%	-9
Children in Foster Homes (FH)	13,044	245	318	1.88%	-73
Children Own Home Parent/Guardian	13,044	12,759	12,530	97.82%	229
Total # Children (FH,Parent/Guardian)	13,044	13,004	11,615	99.69%	156
Adult FHA	13,853	91	98	0.66%	-7
Independent Living (IL)	13,853	945	937	6.82%	8
Adults Residing Own Home - Parent	13,853	9,859	9,872	71.17%	-13
Supported Living (SL)	13,853	493	510	3.56%	-17
Total # Adults (FHA, IL,Parent/Guardian, SL)	13,853	11,388	11,417	82.21%	-29
Children Residing in a CCF (7+ beds)	13,044	0	0	0%	0
Children Residing in a ICF (7+ beds)	13,044	0	0	0%	0
Children Residing in a Nursing Facility (7+ beds)	13,044	0	0	0%	0
Total Children Residing in 7+ bed facilities	13,044	0	0	0%	0
Adults Residing in a CCF (7+ beds)	13,853	112	112	0.81%	0
Adults Residing in a ICF (7+ beds)	13,853	14	7	0.10%	-7
Adults Residing in a Nursing Facility (7+ beds)	13,853	82	75	0.59%	-7
Total Adults Residing in 7+ bed facilities	13,853	208	194	1.50%	-14
Total Individuals Over Age 3 with <=120 days	328	328	100%	100%	100%
Total Individuals Over Age 3 with 121-240 days	328	0	0%	0%	0%
Total Individuals Over Age 3 Over 240 days	328	0	0%	0%	0%
Adults with Integrated Employment Goal	13,853	48%	65%		
Total Number of Incentive Payments Made	13,853	69			
Avg. Wage per Hour After Incentive Payment	13,853	\$14.40			
Number of Persons Served with Earned Income	13,853	1,965			
Percentage of 16-64 Earned Income	13,853	14.5%			
Annual Earnings of 16-64	13,853	\$13,564			
Number of Adults in CIE After Paid Intern	13,853	0			
Percentage Adults Transitioned Internship to CIE	13,853	0%			
Total Annual Expenditures Race/Ethnicity	26,906				

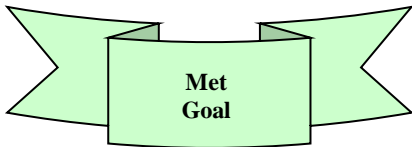
Performance Contract 2024-2025



= Better than Statewide Average



= Below Regional Center of Orange County Goal



= Met Regional Center of Orange County Goal



= Met or Exceeded Regional Center of Orange County Goal



= Exceeded Regional Center of Orange County Goal

There will be a variance between consumer data in the Operations Report and the Performance Contract. Consumer data for the Operations Report and the Performance Contract are produced on different dates and from different databases. The Operations Report numbers are based on RCOC's local database as of the end of the month. The Performance Contract numbers are based on RCOC's information as submitted to DDS on a different date.



Performance Contract 2024-2025

A. Regional Center of Orange County will maintain compliance in the following areas based upon criteria set forth in RCOC's contract with the Department of Developmental Services.

Compliance Measure	Outcome
Unqualified audit with no material findings	Yes
Substantial compliance with DDS fiscal audit	Yes
Operates within OPS budget	Yes
Certified to participate in Waiver	Yes
Compliance with vendor audit requirements per contract, Article III, sec. 10	Met
CDER/ESR current	96.43%
Intake/Assessment and IFSP (0-2)	99.52%
IPP development biennial	Annual, 99.46
IFSP development	69.28%



Performance Contract 2024-2025

I. Developmental Center

Planned Activities

Statement: The Regional Center of Orange County (RCOC) is committed to providing assistance to individuals and their families who choose to move from a State Developmental Center (SDC) into a less restrictive environment within their home communities.

Objective: RCOC will continue to seek new and innovative methods of utilizing available resources, developing non-existing resources, and creating and implementing transition plans that will allow individuals to establish themselves and participate successfully in their home community living arrangements.

- Implementation of Community Placement Plan/Resource Development Plan for FYs 2022-2023 and 2023-2024.

Progress: In FY 2019-2020, RCOC moved the last persons served from Fairview Developmental Center into the community. The remaining individuals are served at Porterville Developmental Center where they remain for competency issues. During Public Meetings in April 2024, RCOC had 8 persons served, or 0.03%, in Developmental Centers.

A. Total number and % of regional center caseload in developmental centers.

	Percentage	All Consumers	Consumers in DC			
Statewide Average	0.05%	423,241	224			
RCOC Public Hearing 4/24/24	0.03%	24,845	8	Goal	%	# Attained
RCOC 12/01/24	0.03%	26,906	9	0	0.03%	-9
Analysis as of Public Hearing	RCOC % of DD pop		5.87%	RCOC % of DC pop		3.57%

Number of Persons Served Residing DC's



	Total Active Caseload	Goal	DC	%	Number Attained
Jul-24	26,460	0	9	0.03%	-9
Aug-24	26,547	0	9	0.03%	-9
Sep-24	26,250	0	9	0.03%	-9
Oct-24	26,808	0	9	0.03%	-9
Nov-24	26,906	0	9	0.03%	-9
Dec-24		0			
Jan-25		0			
Feb-25		0			
Mar-25		0			
Apr-25		0			
May-25		0			
Jun-25		0			



Performance Contract 2024-2025

II. Children Residing with Families (*Child is defined as under 18 years of age*)

Planned Activities

Statement: The Regional Center of Orange County (RCOC) ensures that children will reside with their families by providing the needed supports and services regardless of the severity of the child's disability.

- Continue to assess current supports and services.
- RCOC will work with the Orange County community in an effort to support programs, trainings, and services designed to provide equal access to child care for families of children with special needs (autism).
- Continue to develop innovative resources for children 0-3 years old (i.e. respite placements).
- RCOC will insure that persons served are provided opportunities for safety awareness training through schools and other similar programs available.
- Review and revise services, e.g. respite and family support.
- RCOC will insure that families receive full information about the developmental needs of the persons served and what types of services are available.
- RCOC will assure that persons served and their caregivers receive complete assessments and have the opportunity to ask questions, advocate, and access to services. To be evaluated and monitored by a National Core Indicators (NCI) survey of persons served and thier caregivers.

Progress: A. During public meetings, RCOC had 296, or 2.59%, of children in foster homes.

A. Number and % of regional center children in foster homes.

	Percentage	All Children	Children in FH	Goal	%	# Attained
Statewide Average	2.56%	226,163	5,780			
RCOC Public Hearing 4/24/24	2.59%	11,421	296			
RCOC 12/01/24	1.88%	13,044	245	318	1.88%	-73
Analysis as of Public Hearing	RCOC % of DD pop.		5.05%		RCOC % of FH pop.	5.12%



	Total Children Status 1&2	Goal	Children in Foster Homes	%	Number Attained
Jul-24	12,779	318	270	2.11%	-48
Aug-24	12,828	318	265	2.07%	-53
Sep-24	12,893	318	263	2.04%	-55
Oct-24	12,995	318	252	1.94%	-66
Nov-24	13,044	318	245	1.88%	-73
Dec-24		318			
Jan-25		318			
Feb-25		318			
Mar-25		318			
Apr-25		318			
May-25		318			
Jun-25		318			



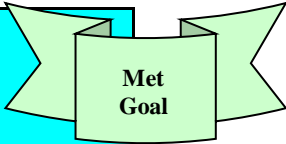
Progress: B. During public meetings, RCOC had 11,086, or 97.07%, of children in own-home-parent/guardian.

B. Number and % of regional center children in own home-parent/guardian.

	%	All Children	Children in own home Parent/Guardian			
Statewide Average	97.11%	226,163	219,630			
RCOC Public Hearing 4/24/24	97.07%	11,421	11,086	Goal	%	# Attained
RCOC 12/01/24	97.82%	13,044	12,759	12,530	97.82%	229
Analysis as of Public Hearing	RCOC % of DD pop.		5.05%	RCOC % of Home		97.07%



	Total Children	Goal	Children in Own Home Parent/Guardian	%	Number Attained
Jul-24	12,779	12,530	12,473	97.61%	-57
Aug-24	12,828	12,530	12,528	97.66%	-2
Sep-24	12,893	12,530	12,593	97.67%	63
Oct-24	12,995	12,530	12,704	97.76%	174
Nov-24	13,044	12,530	12,759	97.82%	229
Dec-24		12,530			
Jan-25		12,530			
Feb-25		12,530			
Mar-25		12,530			
Apr-25		12,530			
May-25		12,530			
Jun-25		12,530			



Progress: C. During public meetings, RCOC had 10,079, or 99.46%, of children in homes.

C. Total number and % of regional center children in homes (*this is a total of sections A and B above*).

	%	All Children	Total Number Children in Homes			
Statewide Average	99.67%	226,163	225,410			
RCOC Public Hearing 4/24/24	99.66%	11,421	11,382	Goal	%	# Attained
RCOC 12/01/24	99.69%	13,044	13,004	12,848	99.69%	156
Analysis of Public Hearing	RCOC % of DD pop		5.05%	RCOC % Homes		87.53%



	Total Children Status 1&2	Goal	Total Number Children in Homes	%	Number Attained	Met Goal
Jul-24	12,779	12,848	12,743	99.72%	-105	
Aug-24	12,828	12,848	12,793	99.73%	-55	
Sep-24	12,893	12,848	12,856	99.71%	8	
Oct-24	12,995	12,848	12,956	99.70%	108	
Nov-24	13,044	12,848	13,004	99.69%	156	
Dec-24		12,848				
Jan-25		12,848				
Feb-25		12,848				
Mar-25		12,848				
Apr-25		12,848				
May-25		12,848				
Jun-25		12,848				

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III. Adults Residing in Home Settings

Planned Activities

Statement: RCOC works with persons served and their caregivers and advocates to empower and enable them to assert the rights of persons served to determine and control the living arrangements of their choice. This may include owning, renting, or leasing the home where the persons served reside.

Objective: Using the Person Centered Thinking (PCT) Individual Program Planning process, Service Coordinators will continue to identify regional center adult persons served who have the hopes and desires to live in a new living arrangement. Cases are reviewed at least annually for the least restrictive environment.

- RCOC will provide service coordinator training to assist families in establishing maintenance plans in the event of temporary caregiver illness/incapacity and for eventual transition plans.
- RCOC will request vendors to include successional maintenance and transitional plans in the event of temporary illness/incapacity and transfer of ownership in their program designs.
- RCOC will ensure that persons served are provided opportunities for safety awareness training on a regular and as needed basis.
- RCOC will review and revise services, e.g. respite and family support.
- RCOC will assure that persons served and their caregivers receive complete assessments and have opportunities to ask questions, advocate, and access services. To be evaluated and monitored by an NCI survey of persons served and their caregivers.



Progress: A. During public meetings, RCOC had 87, or 0.65%, of adults residing in Adult FHA.

A. Total number and % of regional center adult caseload residing in an Adult Family Home Agency (FHA).

	Percentage	Total Adults Status 2	Adults in FHA	Goal	%	# Attained
Statewide Average	0.74%	196,854	1,452			
RCOC Public Hearing 4/24/24	0.65%	13,416	87	99	0.66%	-8
RCOC 12/01/24	0.66%	13,853	91			
Analysis as of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of FHA pop		5.99%



	Total Adults Status 2	Goal	Adults in FHA	%	Number Attained
Jul-24	13,672	99	89	0.65%	-10
Aug-24	13,710	99	91	0.66%	-8
Sep-24	13,748	99	90	0.64%	-9
Oct-24	13,804	99	91	0.66%	-8
Nov-24	13,853	99	91	0.66%	-8
Dec-24		99			
Jan-25		99			
Feb-25		99			
Mar-25		99			
Apr-25		99			
May-25		99			
Jun-25		99			



Progress: B. During public meetings, RCOC had 924, or 6.89%, of adults residing in independent living.

B. Total number and % of regional center adults in independent living.

	Percentage	Total Adults Status 2	Adults in Independent Living	Goal	%	# Attained
Statewide Average	9.09%	196,854	17,896			
RCOC Public Hearing 4/24/24	6.89%	13,416	924			
RCOC 12/01/24	6.82%	13,853	945	937	6.82%	8
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of IL pop		5.16%



	Total Adults Status 2	Goal	Adults in Independent Living	%	Number Attained
Jul-24	13,672	937	934	6.83%	-3
Aug-24	13,710	937	936	6.83%	-1
Sep-24	13,748	937	937	6.82%	0
Oct-24	13,804	937	941	6.82%	4
Nov-24	13,853	937	945	6.82%	8
Dec-24		937			
Jan-25		937			
Feb-25		937			
Mar-25		937			
Apr-25		937			
May-25		937			
Jun-25		937			

Progress: C. During public meetings, RCOC had 9,477, or 70.64%, of adults residing in own home-parent.

C. Total number and % of regional center adults residing in own home-parent.

	Percentage	Total Adults Status 2	Adults Residing Own Home - Parent			
Statewide Average	69.02%	196,854	135,873			
RCOC Public Hearing 4/24/24	70.64%	13,416	9,477	Goal	%	# Attained
RCOC 12/01/24	71.17%	13,853	9,859	9,872	71.17%	-13
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of own home		6.97%



	Total Adults Status 2	Goal	Adults Residing Own Home - Parent	%	Number Attained
Jul-24	13,672	9,872	9,708	71.01%	-164
Aug-24	13,710	9,872	9,743	71.06%	-129
Sep-24	13,748	9,872	9,775	71.01%	-97
Oct-24	13,804	9,872	9,822	71.15%	-50
Nov-24	13,853	9,872	9,859	71.17%	-13
Dec-24		9,872			
Jan-25		9,872			
Feb-25		9,872			
Mar-25		9,872			
Apr-25		9,872			
May-25		9,872			
Jun-25		9,872			





Progress: D. During public meetings, RCOC had 491, or 3.66%, of adults residing in supported living.

D. Total number and % of regional center adults residing in supported living.

	Percentage	Total Adults Status 2	Adults Residing in Supported Living	Goal	%	# Attained
Statewide Average	5.02%	196,854	9,359			
RCOC Public Hearing 4/24/24	3.66%	13,416	491	510	3.56%	-17
RCOC 12/01/24	3.56%	13,853	493			
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of SL pop		5.25%

	Total Adults Status 2	Goal	Adults Residing Supported Living	%	Number Attained
Jul-24	13,672	510	492	3.60%	-18
Aug-24	13,710	510	492	3.59%	-18
Sep-24	13,748	510	488	3.55%	-22
Oct-24	13,804	510	491	3.56%	-19
Nov-24	13,853	510	493	3.56%	-17
Dec-24		510			
Jan-25		510			
Feb-25		510			
Mar-25		510			
Apr-25		510			
May-25		510			
Jun-25		510			





Progress: E. During public meetings, RCOC had 10,217, or 80.97%, of adults residing in home settings.

E. Total number and % of regional center adults in home settings (*this is a total of sections A, B, C, and D above*).

	Percentage	Total Adults Status 2	Total Number Adults in Home Settings			
Statewide Average	83.63%	196,854	164,624			
RCOC Public Hearing 4/24/24	81.84%	13,416	10,979	Goal	%	# Attained
RCOC 12/01/24	82.21%	13,853	11,388	11,418	82.21%	-30
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of Home		6.67%

	Total Adults Status 2	Goal	Total Number Adults in Home Settings	%	Number Attained
Jul-24	13,672	11,418	11,223	82.09%	-195
Aug-24	13,710	11,418	11,262	82.14%	-156
Sep-24	13,748	11,418	11,290	82.12%	-128
Oct-24	13,808	11,418	11,345	82.19%	-128
Nov-24	13,853	11,418	11,388	82.21%	-30
Dec-24		11,418			
Jan-25		11,418			
Feb-25		11,418			
Mar-25		11,418			
Apr-25		11,418			
May-25		11,418			
Jun-25		11,418			



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IV. Children Residing in Facilities with Seven or More Beds *(Excluding Developmental Centers)*

Planned Activities

Statement: RCOC provides for the needs of children with medical issues or challenging behaviors in seven or greater bed facilities for limited time periods when smaller facilities cannot meet needs.

Objective: RCOC will place only those children with medical issues or challenging behaviors in seven or greater facilities.

- RCOC will continue seeking appropriate placement in smaller facilities for these children and to support creative services and supports which would allow placement in existing small facilities, as well as development of new small facilities as needed, utilizing appropriate services and supports to ensure success for these persons served.
- RCOC will adhere to Trailer Bill Language relating to the use of larger facilities to ensure the least restrictive environment is supported.

Progress: A. During public meetings, RCOC had 0, or 0.00%, of children residing in a Community Care Facility (CCF) 7+ beds. Placements to 7+ bed CCF facilities are at family request and/or due to specialized services.

A. Total number and % of regional center children residing in a CCF 7+ beds.

	Percentage	Total Children Status 1&2	Children Residing in CCF 7+ Beds			
Statewide Average	0.01%	226,163	14			
RCOC Public Hearing 4/24/24	0.00%	11,421	0	Goal	%	# Attained
RCOC 12/01/24	0.00%	13,044	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.05%	RCOC % of CCF 7+		0.00%



	Total Children Status 1&2	Goal	Children Residing CCF 7+ Beds	%	Met Goal Number Attained
Jul-24	12,779	0	0	0.00%	0
Aug-24	12,828	0	0	0.00%	0
Sep-24	12,893	0	0	0.00%	0
Oct-24	12,995	0	0	0.00%	0
Nov-24	13,044	0	0	0.00%	0
Dec-24		0			
Jan-25		0			
Feb-25		0			
Mar-25		0			
Apr-25		0			
May-25		0			
Jun-25		0			

Progress: B. During public meetings, RCOC had 0, or 0.00%, of children residing in an Intermediate Care Facility (ICF) 7+ beds.

B. Total number and % of regional center children residing in an ICF 7+ beds.

	Percentage	Total Children Status 1&2	Children Residing in an ICF 7+ beds	Goal	%	# Attained
Statewide Average	0.02%	226,163	42			
RCOC Public Hearing 4/24/24	0.00%	11,421	0			
RCOC 12/01/24	0.00%	13,044	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.05%	RCOC % of ICF 7+		0.00%



	Total Children Status 1&2	Goal	Children Residing ICF 7+ Beds	%	Number Attained
Jul-24	12,779	0	0	0.00%	0
Aug-24	12,828	0	0	0.00%	0
Sep-24	12,893	0	0	0.00%	0
Oct-24	12,995	0	0	0.00%	0
Nov-24	13,044	0	0	0.00%	0
Dec-24		0			
Jan-25		0			
Feb-25		0			
Mar-25		0			
Apr-25		0			
May-25		0			
Jun-25		0			

Progress: C. During public meetings, RCOC had no children residing in a nursing facility. Placements to nursing facilities are at family request and/or due to specialized services.

C. Total number and % of regional center children residing in a nursing facility.

	Percentage	Total Children Status 1&2	Children Residing in a Nursing Facility	Goal	%	# Attained
Statewide Average	0.00%	226,163	4			
RCOC Public Hearing 4/24/24	0.00%	11,421	0	0	0.00%	0
RCOC 12/01/24	0.00%	13,044	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.05%	RCOC % of NF		0.00%



	Total Children Status 1&2	Goal	Children Residing in a Nursing Facility (NF)	%	Number Attained
Jul-24	12,779	0	0	0.00%	0
Aug-24	12,828	0	0	0.00%	0
Sep-24	12,893	0	0	0.00%	0
Oct-24	12,995	0	0	0.00%	0
Nov-24	13,044	0	0	0.00%	0
Dec-24		0			
Jan-25		0			
Feb-25		0			
Mar-25		0			
Apr-25		0			
May-25		0			
Jun-25		0			



Progress: D. During public meetings, RCOC had 0, or 0.00%, of children residing in a facility with 7+ beds. Placements to 7+ bed facilities are at family request and/or due to specialized services.

D.Total number and % of regional center children residing in a facility with 7+ beds (*this is a total of sections A, B, and C above*).

	Percentage	Total Children Status 1&2	Total Children Residing in a 7+ Bed Facility			
Statewide Average	0.03%	226,163	60			
RCOC Public Hearing 4/24/24	0.00%	11,421	0	Goal	%	# Attained
RCOC 12/01/24	0.00%	13,044	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.05%	RCOC % 7+ Bed		0.00%



	Total Children Status 1&2	Goal	Total Children Residing in 7+ Bed	%	Met Goal Number Attained
Jul-24	12,779	0	0	0.00%	0
Aug-24	12,828	0	0	0.00%	0
Sep-24	12,893	0	0	0.00%	0
Oct-24	12,995	0	0	0.00%	0
Nov-24	13,044	0	0	0.00%	0
Dec-24		0			
Jan-25		0			
Feb-25		0			
Mar-25		0			
Apr-25		0			
May-25		0			
Jun-25		0			

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V. Adults Residing in Facilities with Seven or More Beds
(Excluding Developmental Centers)

Planned Activities

Statement: RCOC continues to ensure that individuals with developmental disabilities have more choices in living options regardless of the severity of their disabilities.

Objective: RCOC will place only those adults with medical issues or challenging behaviors in seven bed or greater facilities.

- RCOC will continue seeking appropriate placement in smaller facilities for these persons served and to support creative services and supports which would allow placement in existing small facilities, as well development of new small facilities as needed, utilizing appropriate services and supports to ensure success for these persons served.
- RCOC will adhere to Trailer Bill Language relating to the use of larger residential facilities to ensure the least restrictive environment is supported.



Progress: A. During public meetings, RCOC had 119, or 0.89%, of adults residing in a CCF 7+ bed. Placements to 7+ CCF are at family request and/or due to specialized services. RCOC has several long term vendors with 7+ bed homes, and will continue to work together to implement Trailer Bill Language regarding the use of these homes.

A. Total number and % of regional center adults residing in a Community Care Facility (CCF) 7+ beds.

	Percentage	Total Adults Status 2	Adults in CCF 7+ Beds	Goal	%	# Attained
Statewide Average	0.67%	196,854	1,324			
RCOC Public Hearing 4/24/24	0.89%	13,416	119			
RCOC 12/01/24	0.81%	13,853	112	112	0.81%	0
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % Adult 7+ CCF		8.99%

	Total Adults Status 2	Goal	Adults Residing in CCF 7+ Beds	%	Number Attained
Jul-24	13,672	112	111	0.81%	1
Aug-24	13,710	112	113	0.82%	-1
Sep-24	13,748	112	114	0.83%	-2
Oct-24	13,804	112	113	0.82%	-1
Nov-24	13,853	112	112	0.81%	-1
Dec-24		112			
Jan-25		112			
Feb-25		112			
Mar-25		112			
Apr-25		112			
May-25		112			
Jun-25		112			



Progress: B. During public meetings, RCOC had 15, or 0.11%, of adults residing in an Intermediate Care Facility (ICF) 7+ beds. Placements to 7+ bed facilities are at family request and/or due to specialized services.

B. Total number and % of regional center adults residing in an ICF 7+ beds.

	Percentage	Total Adults Status 2	Adults Residing ICF 7+ Beds	Goal	%	# Attained
Statewide Average	0.41%	196,854	755			
RCOC Public Hearing 4/24/24	0.11%	13,416	15			
RCOC 12/01/24	0.10%	13,853	14	7	0.10%	-7
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % ICF 7+		1.99%



Month	Total Adults Status 2	Goal	Adults Residing ICF 7+ Beds	%	Number Attained
Jul-24	13,672	7	14	0.10%	-7
Aug-24	13,710	7	14	0.10%	-7
Sep-24	13,748	7	15	0.11%	-8
Oct-24	13,804	7	15	0.11%	-8
Nov-24	13,853	7	14	0.10%	-7
Dec-24		7			
Jan-25		7			
Feb-25		7			
Mar-25		7			
Apr-25		7			
May-25		7			
Jun-25		7			





Progress: C. During public meetings, RCOC had 75, or 0.56%, of adults residing in a nursing facility (NF). Placements to nursing facilities are at family request and/or due to medical or specialized services.

C. Total number and % of regional center adults residing in a nursing facility.

	Percentage	Total Adults Status 2	Adults Residing in NF	Goal	%	# Attained
Statewide Average	0.52%	196,854	967			
RCOC Public Hearing 4/24/24	0.56%	13,416	75	75	0.59%	-7
RCOC 12/01/24	0.59%	13,853	82			
Analysis of Public Hearing	RCOC % DD pop		6.82%	RCOC % NF		7.76%

	Total Adults Status 2	Goal	Adults Residing in NF	%	Number Attained
Jul-24	13,672	75	78	0.57%	-3
Aug-24	13,710	75	76	0.55%	-1
Sep-24	13,748	75	80	0.58%	-5
Oct-24	13,804	75	78	0.58%	-3
Nov-24	13,853	75	82	0.59%	-7
Dec-24		75			
Jan-25		75			
Feb-25		75			
Mar-25		75			
Apr-25		75			
May-25		75			
Jun-25		75			



Progress: D. During public meetings, RCOC had 209, or 1.56%, of adults residing in a facility with 7+ beds. Placements to 7+ bed facilities are at family request and/or due to specialized services.

D. Total number and % of adults residing in a facility with 7+ beds (*this is a total of sections A, B, and C above*).

	Percentage	Total Adults Status 2	Total Adults Residing in 7+ Bed	Goal	%	# Attained
Statewide Average	1.71%	196,854	3,188			
RCOC Public Hearing 4/24/24	1.56%	13,416	209			
RCOC 12/01/24	1.50%	13,853	208	194	1.50%	-14
Analysis of Public Meeting	RCOC % of DD pop		6.82%	RCOC % 7+ Bed		6.56%



	Total Adults Status 2	Goal	Total Adults Residing in 7+ Beds	%	Number Attained
Jul-24	13,672	194	203	1.45%	-11
Aug-24	13,710	194	203	1.48%	-9
Sep-24	13,748	194	209	1.52%	-15
Oct-24	13,808	194	206	1.49%	-12
Nov-24	13,853	194	208	1.94%	-14
Dec-24		194			
Jan-25		194			
Feb-25		194			
Mar-25		194			
Apr-25		194			
May-25		194			
Jun-25		194			



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VI. Intake Duration

Planned Activities

Statement: Management and Service Coordinator staff receive a monthly report on the duration of individuals age 3 and over who are in the intake process.

Objective: RCOC will continue to ensure that the duration of individuals ages 3 and over in the Intake process is within mandated timeline.

- RCOC will provide persons served and their caregivers/advocates with initial information about developmental needs, and about the services and supports available, inside and outside of RCOC.

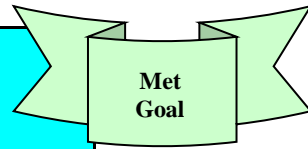
Progress: A. During public meetings, RCOC had 257, or 100%, of regional center individuals over age 3 with <=120 days.

A. Total number and % of regional center individuals over age 3 with <=120 days.

	Percentage	Total # Age 3 or Over	Total # Over Age 3 with <=120 Days	Goal	% Attained
Statewide Average	78.33%	14,874	11,651		
RCOC Public Hearing 4/24/24	100%	257	257		
RCOC 12/01/24	100%	328	328	100%	100%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 with <=120 Days	% Attained
Jul-24	319	100%	319	100%
Aug-24	326	100%	326	100%
Sep-24	321	100%	321	100%
Oct-24	305	100%	305	100%
Nov-24	328	100%	328	100%
Dec-24		100%		
Jan-25		100%		
Feb-25		100%		
Mar-25		100%		
Apr-25		100%		
May-25		100%		
Jun-25		100%		



Progress: B. During public meetings, RCOC had 0, or 0.00%, of regional center individuals over age 3 with 121-240 days.

B. Total number and % of regional center individuals over age 3 with 121-240 days.

	Percentage	Total Number of Individuals Age 3 and Over	Total Number of Individuals Over Age 3 With 121-240 Days	Goal	% Attained
Statewide Average	14.62%	14,874	2,175		
RCOC Public Hearing 4/24/24	0.00%	257	0		
RCOC 12/01/24	0.00%	328	0	0%	0%



	Total Number of Individuals Age 3 or Over	Goal	Total Number of Individuals Over Age 3 With 121-240 Days	%	Met Goal
Jul-24	319	0%	0	0%	
Aug-24	326	0%	0	0%	
Sep-24	321	0%	0	0%	
Oct-24	305	0%	0	0%	
Nov-24	328	0%	0	0%	
Dec-24		0%			
Jan-25		0%			
Feb-25		0%			
Mar-25		0%			
Apr-25		0%			
May-25		0%			
Jun-25		0%			

Progress: C. During public meetings, RCOC had 0, or 0.00%, of regional center individuals over age 3 with over 240 days.

C. Total number and % of regional center individuals over age 3 with over 240 days.

	Percentage	Total Number Individuals Age 3 or Over	Total Number Individuals Over Age 3 Over 240 Days	Goal	% Attained
Statewide Average	7.05%	14,874	1048		
RCOC Public Hearing 4/24/24	0%	257	0		
RCOC 12/01/24	0%	328	0	0%	0%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 Over 240 Days	% Attained	Met Goal
Jul-24	319	0%	0	0%	
Aug-24	326	0%	0	0%	
Sep-24	321	0%	0	0%	
Oct-24	305	0%	0	0%	
Nov-24	328	0%	0	0%	
Dec-24		0%			
Jan-25		0%			
Feb-25		0%			
Mar-25		0%			
Apr-25		0%			
May-25		0%			
Jun-25		0%			

Performance Contract 2024-2025

VII. National Core Indicators (NCI) Employment

Planned Activities

Statement: RCOC has adopted an Employment First Policy making competitive integrated employment (CIE) the first option considered by planning teams for every working adult served by RCOC.

Objective: RCOC will implement its Employment First Policy by providing persons served and family members with information regarding the opportunity and support to work in employment settings that are meaningful to them and by annually reviewing those opportunities with individuals to ensure they are engaged in activities of their choosing. RCOC will make incentive payments to vendors who assist individuals obtain CIE and maintain those positions over time.

Progress: A. Results from the National Core Indicator surveys conducted in FY 2014-15, 47% of those interviewed indicated a desire for work in the community. For FY 2021-22, 48% of those interviewed also expressed a desire for employment in their community.

A. Percentage of adults who reported having integrated employment as a goal in their IPP.

	Percentage	
RCOC FY 2011-12	46%	Goal
RCOC FY 2014-15	47%	50%
RCOC FY 2018-19	57%	65%
RCOC FY 2020-21	48%	60%



Progress: B. RCOC will authorize incentive payments to service providers who assist individuals obtaining competitive integrated employment. RCOC will make initial payments based upon hire date, and additional payments will be made upon subsequent milestones related to length of employment.

B. Total number of 30 day, 6 month, and 12 month incentive payments made within the fiscal year.

Fiscal Year	30 Day	6 Month	12 Month
2017-18	155	97	78
2018-19	151	128	83
2019-20	131	115	90
2020-21	33	19	17
Goal	110	85	75

Progress: C. RCOC will work with local employment agencies and businesses to assist individuals obtain desired hours of employment on a weekly/monthly basis. Individuals will review this during the initial hiring phase when incentive payments are being sought.

C. Average wages and hours worked for adults engaged in CIE when incentive payments have been made on their behalf.

Fiscal Year	Hours Week	Wage
2017-18	23.5	\$11.31
2018-19	21	\$12.06
2019-20	22	\$13.06
2020-21	13	\$13.98
Goal	24	\$16.00

Performance Contract 2024-2025

VIII. Employment Development Department (EDD) Employment

Planned Activities

Statement: RCOC service coordinators and vendors are implementing RCOC's Employment First Policy of competitive integrated employment (CIE) as the first option for persons served.

Objective: RCOC service coordinators will implement Employment First Policy by providing persons served and families information on job preparation and procurement at annual Individual Transition Meetings (ITP) through the school and Individual Program Planning (IPP) meetings through RCOC. RCOC will continue to work on development of new programs that will emphasize a focus on CIE as a primary outcome. RCOC will work with service providers and employers to move individuals participating in Paid Internship Program (PIP) into CIE.

Progress: A. Results from the Employment Development Department (EDD) conducted in 2021 indicate that 1,839 persons served ages 16-64 had earned income. In 2022, 1,965 persons served ages 16-64 had earned income.

A. Number of persons served ages 16-64 with earned income.



	RCOC	Statewide Avg.
2018	3,346	1,311
2019	2,335	1,341
2020	1,726	1,082
2021	1,839	1,317
2022	1,965	1,428



Progress: B. Results from the EDD in 2021 indicate that 13.9% of persons served ages 16-64 reported having earned income. In 2022, the percentage of persons served ages 16-64 reporting earned income was 14.5%.

B. Percentage of persons served ages 16-64 reporting earned income.

	RCOC	Statewide Avg.
2019	21%	17.3%
2020	19.5%	15.7%
2021	13.9%	14.2%
2022	14.5%	15.0%

Progress: C. Results from the EDD in 2021 indicate that average annual wages for persons served ages 16-64 was \$10,991. In 2022, the average annual wage for persons served ages 16-64 was \$13,564. This measure will also compare average annual wages of all people with disabilities

C. Annual earnings of age group 16-64 of people with intellectual disabilities, compared with all persons with disabilities in California.

	RCOC	Statewide Avg.
2019	\$7,582	\$8,772
2020	\$6,783	\$8,837
2021	\$10,991	\$11,806
2022	\$13,564	\$13,949



Progress: D. In FY 2016-17, RCOC began working with service providers to place individuals into Paid Internship Program (PIP) opportunities to help develop employment interests and lead into CIE opportunities. In 2020 RCOC had 11 individuals within a PIP that resulted in employment, and for 2021 that number decreased to 0 individuals.

D. Number of adults placed in CIE following participation in a PIP.

	Total
2017-18	1
2018-19	7
2019-20	11
2020-21	0

Progress: E. RCOC will obtain data related to the overall percentage of adults participating in a paid internship who transition into a competitive employment setting. This program began in FY 2016-17. In FY 2020-21, 0% of adults transitioned from an Internship to Competitive Employment.

E. Percentage of adults who transitioned from internship to competitive employment.

	% Adults
2018-19	21%
2019-20	14%
2020-21	0%

Progress: F. RCOC will monitor the hourly/salaried wages and hours worked per week for persons served who participate in a paid internship. Hours and wages will be competitively based on the job type and market rate for each setting.

F. Average hourly wage and weekly hours worked in PIP during the previous fiscal year.

	Hours Week	Wage
2018-19	18	\$12.34
2019-20	13	\$13.43
2020-21	13	\$13.98

Performance Contract 2024-2025

IX. Reducing Disparities and Improving Equity in Purchase of Service Expenditures.

Statement: RCOC works to ensure that the support services are flexible and innovative in meeting the family's needs as they evolve over time, are tailored to the preferences of the individual family, and are consistent with their cultural norms and customs.

Objective: RCOC service coordinators will work with persons served and families to develop IPP goals and objectives to address their choices of living situations. RCOC will work to develop services in the community that meet the cultural and background preferences of persons served and family members to ensure the availability of resources. RCOC will continue outreach efforts within our community to overcome potential cultural barriers when identifying appropriate services. RCOC is working to expand family outreach and support options by developing new resources within our community. RCOC will continue to develop community programs that allow for a range of options for persons served when selecting those services. RCOC service coordinators will receive initial and ongoing training related to IPP development that ensures meaningful participation of persons served and their families and will focus on Person Centered Thinking skills and outcomes. RCOC will be working to simplify and translate important documents. RCOC continues to outreach with outside agencies such as parent support groups leaders, family support groups, social services agencies, faith-based organizations and educational agencies, as well as providing information via e-mail in the primary language of the family.



Progress: A. Review of fiscal year 2017-18 purchase of service data and client master file (CMF) for initial data source. Fiscal year 2022-2023 data reflects either an increase or decrease in services and expenditures related to disparity criteria.

A. Percent of total annual purchase of service (POS) expenditures by individuals ethnicity and age: Birth to age 2; Age 3-21; 22 and older.

Fiscal Year 2022-2023 Birth to 2 Years Ethnicity	Total Persons	Total Authorized Services	Percentage of Total	Utilized
American Indian or Alaska Native	*	\$100,892 ↑	0.08%	48.7% ↑
Asian	1,100	\$12,628,607 ↑	22.86% ↑	60.9% ↑
Black/African American	99	\$1,239,988 ↑	2.24% ↑	50.96% ↑
Hispanic	2,163	\$20,301,915 ↑	36.75% ↑	56.75% ↓
Native Hawaiian or Other Pacific Islander	15	\$217,826 ↑	0.39% ↑	65.64% ↑
Other Ethnicity or Race/Multi-Cultural	1,132	\$10,931,414 ↑	19.79% ↓	56.4% ↓
White	1,253	\$9,820,017 ↑	17.78% ↓	56.32% ↓
Totals	5,769 ↑	\$55,240,659 ↑		57.4% ↑

Fiscal Year 2022-2023 3 Years to 21 Years Ethnicity	Total Persons	Total Authorized Services	Percentage of Total	Utilized
American Indian or Alaska Native	14	\$85,505 ↓	0.09% ↑	43.9% ↓
Asian	2,250	\$17,784,288 ↓	17.97% ↑	53.8% ↓
Black/African American	206	\$2,399,914 ↑	2.42% ↑	
Hispanic	4,261	\$27,741,305 ↓	28.02% ↑	53.8% ↓
Native Hawaiian or Other Pacific Islander	22	\$323,664 ↑	0.33% ↑	43.6% ↓
Other Ethnicity or Race/Multi-Cultural	2,104	\$21,489,996 ↑	21.71% ↑	51.2% ↓
White	2,246	\$29,163,088 ↓	29.46% ↑	61.1% ↓
Totals	11,103 ↑	\$98,987,761 ↓		55.2% ↓



Fiscal Year 2022-2023 22 Years and Older Ethnicity	Total Persons	Total Authorized Services	Percentage of Total	Utilized
American Indian or Alaska Native	21	\$1,607,025 ↑	0.28% ↑	75.4% ↓
Asian	1,631	\$71,685,783 ↑	12.31% ↑	71.1% ↓
Black/African American	280	\$16,459,959 ↑	2.83% ↑	71.9% ↓
Hispanic	3,078	\$110,837,169 ↑	19.03% ↑	72.7% ↓
Native Hawaiian or Other Pacific Islander	13	\$624,327 ↑	0.11% ↑	75.8% ↑
Other Ethnicity or Race/Multi-Cultural	940	\$47,097,098 ↑	8.09% ↑	72.3% ↓
White	4,841	\$333,986,087 ↑	57.36% ↓	76.8% ↓
Totals	10,804 ↑	\$582,297,449 ↑		74.8% ↓



Progress: B. Review of fiscal year 2020-21 POS date and regional center caseload data. Initial data generation will be compared to subsequent FY information.

B. Number of individuals receiving only case management services by age and ethnicity: Birth to age 2; Age 3-21; Age 22 and older.

Fiscal Year 2022-2023 Birth to 2 Years Ethnicity	Total Persons	Case Management	Percent No Services
American Indian or Alaska Native	7	0	0.0%
Asian	1,100	75	6.8%
Black/African American	99	*	*
Hispanic	2,163	142	6.6%
Native Hawaiian or Other Pacific Islander	15	*	6.7%
Other Ethnicity or Race/Multi-Cultural	1,132	99	8.7%
White	1,253	83	6.6%
Totals	5,769	407	7.1%

Fiscal Year 2022-2023 3 Years to 21 Years Ethnicity	Total Persons	Case Management	Percent No Services
American Indian or Alaska Native	14	*	35.7% ↓
Asian	2,250	895 ↓	39.8% ↓
Black/African American	206	98 ↓	47.6% ↓
Hispanic	4,261	2,039 ↓	47.9% ↓
Native Hawaiian or Other Pacific Islander	22	**	59.1% ↓
Other Ethnicity or Race/Multi-Cultural	2,104	879 ↓	41.8% ↓
White	2,246	866 ↓	38.6% ↓
Totals	11,103 ↑	4,795 ↓	43.2% ↓



Fiscal Year 2022-2023 22 Years and Older Ethnicity	Total Persons	Case Management	Percent No Services
American Indian or Alaska Native	21	*	*
Asian	1,631	385 ↓	23.6% ↓
Black/African American	280	64 ↓	22.9% ↓
Hispanic	3,078	834 ↓	27.1% ↓
Native Hawaiian or Other Pacific Islander	13	*	*
Other Ethnicity or Race/Multi-Cultural	940	208 ↓	22.1% ↓
White	4,841	805 ↓	16.6% ↓
Totals	10,804 ↑	2,301 ↓	21.3% ↓



Progress: C. Review of fiscal year 2020-21 POS and CMF data. Initial data generation will be compared to subsequent FY information.

C. Per capita purchase of service (POS) expenditures by individual's primary language for all ages (30 or more people with identified language).

Fiscal Year 2022-2023 Primary Language All Ages	Consumer s Count	Per Capita Expenditures	Utilized
All other languages	389	\$25,113	73.5%
Cantonese/Mandarin Chinese	79 ↑	\$11,852 ↑	68.3% ↓
English	21,615 ↑	\$21,240 ↑	71.7% ↓
Spanish	4,492 ↓	\$9,313 ↑	64.8% ↓
Vietnamese	1,101 ↓	\$9,414	64% ↓
Totals	27,676	\$18,862	70.9% ↓

**Regional Center of Orange County
Board Recruitment and Training Committee
November 12, 2024
Videoconference Minutes**

Committee Members Present: Sandy Martin, Chair
Bruce Hall
Hilda Mendez (*joined at 5:05 p.m.*)
Chinh Nguyen
Fernando Peña

Committee Members Absent: Frances Hernandez

RCOC Staff Present: Larry Landauer, Executive Director
Arturo Cazares, Director of Community Services
Bonnie Ivers, Director of Clinical Services
Jennifer Montanez, Director of Case Management
Christy Petteruto, General Counsel
Marta Vasquez, Chief Financial Officer
Stacy Wong, Director of Human Resources

Ms. Sandy Martin called the videoconference meeting to order at 5:03 p.m.

I. Board Recruitment

A. Review Board Members' Terms of Office and Upcoming Turnover

Ms. Martin reviewed the current Terms of Office and the Committee discussed upcoming term end dates.

B. Discuss Recruitment Needs – Review of Board Member Applications

The Committee discussed recruitment efforts and the need to recruit new members to ensure compliance with the composition requirements of the Lanterman Act. Much discussion ensued about recruitment efforts and Committee members following up with potential Board applicants.

The Committee also reviewed and discussed Ms. Linda Medina, Ms. Liza Krassner and Ms. Amy Jessee's new Board member applications. The Committee decided to recommend all three applications to the Executive Committee for Board membership for a one-year term respectively.

M/S/C to recommend to the Executive Committee appointment of Linda Medina, Liza Krassner and Amy Jessee to RCOC's Board of Directors for a one-year term respectively

II. Board Development and Training

A. Discuss Board Training Schedule and Topics

The Committee reviewed and discussed potential training topics for the Board. Ms. Martin suggested an overview highlighting RCOC's website, a great resource for families of persons served and Board members. Mr. Landauer stated that he could provide a highlight of the website at one of the Board meetings to be able to reach out to broader audience.

The Committee also finalized the training plan for calendar year 2025 that is due to the Department of Developmental Services (DDS) on December 15, 2024.

III. Community Forum

No community members were present at the meeting.

Ms. Martin adjourned the meeting at 5:46 p.m.

Recorder: Sandra Lomelí

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: January 9, 2025
TO: Board of Directors
FROM: Sandy Martin, Chair
Chair, Executive Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: Approval of Board Membership for Lorena Medina for a One-Year Term Commencing February 1, 2025 and Ending January 31, 2026

BACKGROUND:

The Board’s Policy on Board Membership and Application Process states that the composition of the Board shall comply with the provisions of the Lanterman Developmental Disabilities Services Act (Welfare and Institutions Code (WIC), §4622). WIC §4622(c) requires that a minimum of 50% of the members of the governing board are persons with developmental disabilities or their parents or legal guardians and no less than 25% of the members of the governing board are persons with developmental disabilities.

REASON FOR CURRENT ITEM:

RCOC received an application for Board Membership from Ms. Lorena Medina (see attached). The Committee has reviewed her application and completed an interview with Ms. Medina. The Committee determined that Ms. Medina’s membership will be beneficial to RCOC’s constituents and its compliance with the balance, diversity and expertise requirements set forth in the Lanterman Act.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

That the Board approve Board membership for Lorena Medina for a one-year term commencing February 1, 2025 and ending January 31, 2026.

Regional Center of Orange County
P.O. Box 22010
Santa Ana, CA 92702-2010

Board Member Application

Date: 05/11/2024

Name: Lorena Medina

Home Phone: [REDACTED]

Home Address: [REDACTED]

City: Anaheim

Zip: 92804

Occupation: Accountant

Employer: [REDACTED]

Work Phone: [REDACTED]

Email Address: [REDACTED]

How did you develop your interest in or knowledge of developmental disabilities? Describe your employment, education or other activities which demonstrate your interest or knowledge.

My sister Rachel Medina was intellectual disabled. Rachel was part of the ROCC as a client. Rachel passed away in 2015. I want to give back to the community.

Please describe your current or past membership in community and/or professional organizations.

I used to take care of my sister Rachel by taking her to her extracurricular activities such as her special Olympic. I would volunteer to assist the special Olympic team that Rachel participated in.

Recently, I was part of planning the Annual Dance for Adults with Intellectual and Developmental Disabilities held by Women's Council of St. Columban with Hilda Mendez.

Please describe your current or past membership and offices (if any) held on other boards.

No other membership nor offices held in other boards.

Please describe your hobbies and interests.

I love to volunteer in my church community. I am involved with the Women's Council of St. Columban at Garden Grove.

Do you have any of the following special skills? If so, please check and describe more fully below.

- | | | |
|---|--|---------------------------------|
| <input checked="" type="checkbox"/> Business/Management | <input checked="" type="checkbox"/> Financial Analysis | <input type="checkbox"/> Legal |
| <input type="checkbox"/> Marketing/Public Relations | <input type="checkbox"/> Political Activism | <input type="checkbox"/> Other: |

I am a CPA with MBA in Finance and Accounting. I have over 20 years of experience in accounting and finance business roles.

Are you currently employed by an organization providing services to people with developmental disabilities? Yes No If yes, please explain:

Are you a member of the governing board of any organization providing service to people with developmental disabilities? Yes No If yes, please explain:

Are you a: (Please check one)

- Person with a developmental disability
- Parent or family member of a person with a developmental disability
- Representative of the general public

Ethnic Background (optional):

- | | | |
|--|---|--|
| <input type="checkbox"/> African-American | <input type="checkbox"/> Asian/Pacific Islander | <input type="checkbox"/> Caucasian |
| <input checked="" type="checkbox"/> Hispanic | <input type="checkbox"/> Native American/Indian | <input type="checkbox"/> Other (please specify: _____) |

If you are a person with a developmental disability or the parent or family member of a person with a developmental disability, please indicate the type of disability (e.g., intellectual disability, autism, cerebral palsy, epilepsy or other).

My sister had intellectual disability, she passed in 2015.

Please provide the following information for two people who know you well and can provide a personal and/or professional reference.

Name: Hilda Mendez Relationship: Women's Council at St. Columbar

Complete Address: [REDACTED]

Phone Number: [REDACTED] Best Time to Call:

Name: Ken Tran Relationship: Husband

Complete Address: [REDACTED]

Phone Number: [REDACTED] Best Time to Call: M-F after 6pm

- After reviewing the Board Service Roles and Responsibilities Sheet, I understand what my duties would be as an RCOC Board Member.
- I am willing to serve and have attached a statement saying why I wish to serve on the RCOC Board of Directors and why I believe I am qualified.
- After reviewing the RCOC Conflict of Interest Governance Policy and the Title 17 Conflict of Interest Standards and Procedures, I assert that I do not have a potential conflict of interest.

Signature: *Lorena Medina*

Date: 05/13/2024

Please return completed form to: Executive Office
Regional Center of Orange County
P.O. Box 22010
Santa Ana, CA 92702-2010

If you have questions, please call: 714-796-5205

Personal Statement

**Please describe why you wish to serve on the RCOC Board of Directors
and why you believe you are qualified**

I'm drawn to the opportunity to serve on the RCOC Board of Directors because of a deeply rooted sense of connection to our community. Growing up here, I've seen the challenges we face and the incredible potential we hold. I want to be a part of shaping our future for the better.

My journey has been one of learning, growth, and service, from participating in events like the Annual Dance for Adults with Intellectual and Developmental Disabilities, organized explicitly for individuals with intellectual and developmental disabilities. I've always felt a profound sense of fulfillment in giving back. My journey, particularly my role as a volunteer in my sister Rachel's extracurricular activities, has profoundly influenced my dedication to this cause. Rachel, who had an intellectual disability, was a client of RCOC before her passing in 2015. These experiences have taught me the importance of inclusion, empathy, and advocacy for individuals with disabilities.

Moreover, my professional background as an accounting manager has equipped me with valuable skills in financial management, strategic planning, and team leadership. In my role, I successfully managed a team and implemented effective accounting practices to ensure the economic stability and growth of the organization. Serving on the board is a natural progression of that commitment. My professional background, qualifications, and genuine passion for making a difference set me apart. I've seen firsthand how transformative exemplary leadership can be for an organization like RCOC. I want to bring that same energy, creativity, and dedication.

My candidacy for the board is not just about my qualifications but the unique blend of my connection to the community and my professional skills. This combination, along with my strategic planning and collaboration abilities, positions me as a strong contender for the board. Ultimately, this is an opportunity to voice for those who may not have one, champion causes that matter, and leave a lasting legacy of positive change. I'm ready to roll up my sleeves and work tirelessly alongside my fellow board members to build a brighter future for our community.

Signature *Lorena Medina*

Date 05/13/2024

Conflict of Interest Information

We would like to identify any potential conflicts of interests before you complete the application process.

Are you or a family member a director, officer, owner, partner, employee, or shareholder of an organization that is a regional center provider? NO

Family member includes all of the following:

your spouse,
domestic partner,
parents,
stepparents,
grandparents,
siblings,
stepsiblings,
children,
stepchildren,
grandchildren,
parent-in-laws,
brother-in-laws,
sister-in-laws,
son-in-laws and
daughter-in-laws.

You may search a list of organizations that are regional center providers at:
<http://www.rcocdd.com/consumers/resources/> or, you may provide the organization's name and RCOC will notify you if the organization is a regional center provider.

If the answer is yes, you have a potential conflict of interest.

If you have a potential conflict of interest, please call RCOC's Executive Office at 714-796-5205 and we will let you know if you should proceed with the application.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: January 9, 2025
TO: Board of Directors
FROM: Sandy Martin, Chair
Chair, Executive Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: Approval of Board Membership for Liza Krassner for a One-Year Term Commencing March 1, 2025 and Ending February 28, 2026

BACKGROUND:

The Board’s Policy on Board Membership and Application Process states that the composition of the Board shall comply with the provisions of the Lanterman Developmental Disabilities Services Act (Welfare and Institutions Code (WIC), §4622). WIC §4622(c) requires that a minimum of 50% of the members of the governing board are persons with developmental disabilities or their parents or legal guardians and no less than 25% of the members of the governing board are persons with developmental disabilities.

REASON FOR CURRENT ITEM:

RCOC received an application for Board Membership from Ms. Liza Krassner (see attached). The Committee has determined that Ms. Krassner’s membership will be beneficial to RCOC’s constituents and its compliance with the balance, diversity and expertise requirements set forth in the Lanterman Act.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

That the Board approve Board membership for Liza Krassner for a one-year term commencing March 1, 2025 and ending February 28, 2026.

Regional Center of Orange County
P.O. Box 22010
Santa Ana, CA 92702-2010

Board Member Application

Date: 10/21/2024

Name: Liza B. Krassner

Home Phone: [REDACTED]

Home Address: [REDACTED]

City: Irvine

Zip: 92617

Occupation: n/a

Employer: Retired

Work Phone:

Email Address: [REDACTED]

How did you develop your interest in or knowledge of developmental disabilities? Describe your employment, education or other activities which demonstrate your interest or knowledge.

UC Irvine (35 years, retired); Past employment in School of Population and Public Health, Office of Research, the UCI Libraries, Academic Computing and Athletics
Education: Master in Public Administration, Cal State Long Beach; B.A. in Psychology, UC Irvine
Medic First Certification: Adult CPR, AED & First Aid

Please describe your current or past membership in community and/or professional organizations.

Past: UCI Center for Autism and Neurological Disorders Parent Representative to the Autism Learning Network

Please describe your current or past membership and offices (if any) held on other boards.

Current: Vice-Chair, Public Arts Committee, City of Irvine; Advisory Board Member, KJAZZ 88.1FM; Vice-Chair, Irvine Residents with Disabilities Advisory Board Member; Volunteer Council, OneOC

Past Board Membership: RCOC, Irvine Barclay Theatre, Center Club of Orange County

Please describe your hobbies and interests.

Travel, cooking, gardening, the arts (e.g. jazz, musical theater, attending live arts events, tango, crafting, etc), volunteer in various public service activities

Do you have any of the following special skills? If so, please check and describe more fully below.

- Business/Management Financial Analysis Legal
 Marketing/Public Relations Political Activism Other:

Public Administration - research administration (contracts/grants, budget/finance, personnel), project management, space/facilities planning, student affairs, events planning/production

Are you currently employed by an organization providing services to people with developmental disabilities? Yes No If yes, please explain:

Are you a member of the governing board of any organization providing service to people with developmental disabilities? Yes No If yes, please explain:

City of Irvine: Irvine Residents with Disabilities Advisory Board (IRDAB) - Vice Chair (service is advisory)

Are you a: (Please check one)

- Person with a developmental disability
 Parent or family member of a person with a developmental disability
 Representative of the general public

Ethnic Background (optional):

- African-American Asian/Pacific Islander Caucasian
 Hispanic Native American/Indian Other (please specify: _____)

If you are a person with a developmental disability or the parent or family member of a person with a developmental disability, please indicate the type of disability (e.g., intellectual disability, autism, cerebral palsy, epilepsy or other).

Parent of adult child with Autism

Please provide the following information for two people who know you well and can provide a personal and/or professional reference.

Name: Thuy Pham Relationship: Personal and Professional

Complete Address: [REDACTED]

Phone Number: [REDACTED]

Best Time to Call: Mon-Fri, 8-5

Name: Mary Morris Relationship: Personal and Professional

Complete Address: [REDACTED]

Phone Number: [REDACTED]

Best Time to Call: Mon-Fri, 8-5

- After reviewing the Board Service Roles and Responsibilities Sheet, I understand what my duties would be as an RCOC Board Member.
- I am willing to serve and have attached a statement saying why I wish to serve on the RCOC Board of Directors and why I believe I am qualified.
- After reviewing the RCOC Conflict of Interest Governance Policy and the Title 17 Conflict of Interest Standards and Procedures, I assert that I do not have a potential conflict of interest.

Signature:

Liza B. Krassner

Date: 10/21/2024

Please return completed form to: Executive Office
Regional Center of Orange County
P.O. Box 22010
Santa Ana, CA 92702-2010

If you have questions, please call: 714-796-5205

Personal Statement

**Please describe why you wish to serve on the RCOC Board of Directors
and why you believe you are qualified**

I currently serve in advisory boards for the City of Irvine and for other non-profits. My past experience includes seven years of board service with RCOC and ARCA. This past public service tenure has provided me a lot of insight on the importance of fulfilling the mission of the RCOC. ARCA service provided a level of understanding on the complexity of changing and evolving state policies and legislation, and the critical role of board members in protecting the services and supports of over 400k families served by the state system. This overall perspective and experience that I bring to the organization qualifies me to serve on the RCOC Board of Directors.

Signature *Liza B. Krassner*

Date 10/21/2024

Clear Page

Clear Form

Conflict of Interest Information

We would like to identify any potential conflicts of interests before you complete the application process.

Are you or a family member a director, officer, owner, partner, employee, or shareholder of an organization that is a regional center provider?

Family member includes all of the following:

your spouse, n/a
domestic partner, n/a
parents, n/a
stepparents, n/a
grandparents, n/a
siblings, no
stepsiblings, n/a
children, no
stepchildren, no
grandchildren, no
parent-in-laws, n/a
brother-in-laws, no
sister-in-laws, no
son-in-laws and n/a
daughter-in-laws. n/a

You may search a list of organizations that are regional center providers at:
<http://www.rcocdd.com/consumers/resources/> or, you may provide the organization's name and RCOOC will notify you if the organization is a regional center provider.

If the answer is yes, you have a potential conflict of interest.

If you have a potential conflict of interest, please call RCOOC's Executive Office at 714-796-5205 and we will let you know if you should proceed with the application.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: January 9, 2025
TO: Board of Directors
FROM: Sandy Martin, Chair
Chair, Executive Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: Approval of Board Membership for Amy Jessee for a One-Year Term Commencing March 1, 2025 and Ending February 28, 2026

BACKGROUND:

The Board’s Policy on Board Membership and Application Process states that the composition of the Board shall comply with the provisions of the Lanterman Developmental Disabilities Services Act (Welfare and Institutions Code (WIC), §4622). WIC §4622(c) requires that a minimum of 50% of the members of the governing board are persons with developmental disabilities or their parents or legal guardians and no less than 25% of the members of the governing board are persons with developmental disabilities.

REASON FOR CURRENT ITEM:

RCOC received an application for Board Membership from Ms. Amy Jessee (see attached). The Committee has determined that Ms. Jessee’s membership will be beneficial to RCOC’s constituents and its compliance with the balance, diversity and expertise requirements set forth in the Lanterman Act.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

That the Board approve Board membership for Amy Jessee for a one-year term commencing March 1, 2025 and ending February 28, 2026.

Regional Center of Orange County
P.O. Box 22010
Santa Ana, CA 92702-2010

Board Member Application

Date: 11/07/2024

Name: Amy Jessee

Home Phone: [REDACTED]

Home Address: [REDACTED]

City: Santa Ana

Zip: 92706

Occupation: Fundraising

Employer: [REDACTED]

Work Phone: [REDACTED]

Email Address: [REDACTED]

How did you develop your interest in or knowledge of developmental disabilities? Describe your employment, education or other activities which demonstrate your interest or knowledge.

As a person served by RCOC, I graduated high school and some college. All my life I have always worked with individuals with disabilities and know how important it is to always promote self-advocacy through my work at Integrity House and the Pacific Marine Mammal Center.

Please describe your current or past membership in community and/or professional organizations.

I was a past RCOC Board member and stay very active within my community through my work with Integrity House by promoting self-advocacy and safety trainings with Get Safe, PCT trainings with Leah Saitz from RCOC and other organizations. My employment through the Pacific Marine Mammal Center also provides me with the opportunity to show that no matter what your disability, any individual can be successful!

Please describe your current or past membership and offices (if any) held on other boards.

I used to work at Pomona Elementary School, a nursing home where I kept the residents company and would read to them. I know work at the Pacific Marine Mammal Center where I help them with their fundraising events.

Please describe your hobbies and interests.

I love gardening, painting, going to the movies and hanging out with my friends and family.

Do you have any of the following special skills? If so, please check and describe more fully below.

- | | | |
|---|---|--|
| <input type="checkbox"/> Business/Management | <input type="checkbox"/> Financial Analysis | <input type="checkbox"/> Legal |
| <input type="checkbox"/> Marketing/Public Relations | <input type="checkbox"/> Political Activism | <input checked="" type="checkbox"/> Other: |

Promoting Self-Advocacy to individuals with disabilities.

Are you currently employed by an organization providing services to people with developmental disabilities? Yes No If yes, please explain:

Pacific Marine Mammal Center

Are you a member of the governing board of any organization providing service to people with developmental disabilities? Yes No If yes, please explain:

Are you a: (Please check one)

- Person with a developmental disability
- Parent or family member of a person with a developmental disability
- Representative of the general public

Ethnic Background (optional):

- | | | |
|---|---|--|
| <input type="checkbox"/> African-American | <input type="checkbox"/> Asian/Pacific Islander | <input checked="" type="checkbox"/> Caucasian |
| <input type="checkbox"/> Hispanic | <input type="checkbox"/> Native American/Indian | <input type="checkbox"/> Other (please specify: _____) |

If you are a person with a developmental disability or the parent or family member of a person with a developmental disability, please indicate the type of disability (e.g., intellectual disability, autism, cerebral palsy, epilepsy or other).

Cerebral Palsy (CP)

Please provide the following information for two people who know you well and can provide a personal and/or professional reference.

Name: Cathy DeMello Relationship: Friend and Mentor

Complete Address: Integrity House

Phone Number: [REDACTED] Best Time to Call:

Name: Jasmine Woodson Relationship: Friend

Complete Address: Integrity House

Phone Number: [REDACTED] Best Time to Call:

- After reviewing the Board Service Roles and Responsibilities Sheet, I understand what my duties would be as an RCOC Board Member.
- I am willing to serve and have attached a statement saying why I wish to serve on the RCOC Board of Directors and why I believe I am qualified.
- After reviewing the RCOC Conflict of Interest Governance Policy and the Title 17 Conflict of Interest Standards and Procedures, I assert that I do not have a potential conflict of interest.

Signature: *Amy Jessee*

Date: 11/07/2004

Please return completed form to: Executive Office
Regional Center of Orange County
P.O. Box 22010
Santa Ana, CA 92702-2010

If you have questions, please call: 714-796-5205

Personal Statement

**Please describe why you wish to serve on the RCOC Board of Directors
and why you believe you are qualified**

I am very excited to rejoin RCOC's Board of Directors' and continue my work promoting the importance of self-advocacy for those served by RCOC.

Signature *Amy Jessee*

Date 11/07/2024

Conflict of Interest Information

We would like to identify any potential conflicts of interests before you complete the application process.

Are you or a family member a director, officer, owner, partner, employee, or shareholder of an organization that is a regional center provider? NO

Family member includes all of the following:

your spouse,
domestic partner,
parents,
stepparents,
grandparents,
siblings,
stepsiblings,
children,
stepchildren,
grandchildren,
parent-in-laws,
brother-in-laws,
sister-in-laws,
son-in-laws and
daughter-in-laws.

You may search a list of organizations that are regional center providers at:

<http://www.rcocdd.com/consumers/resources/> or, you may provide the organization's name and RCOC will notify you if the organization is a regional center provider.

If the answer is yes, you have a potential conflict of interest.

If you have a potential conflict of interest, please call RCOC's Executive Office at 714-796-5205 and we will let you know if you should proceed with the application.

**Regional Center of Orange County
Vendor Advisory Committee
November 12, 2024
Videoconference Minutes**

Members:

Adult Behavior Management Programs

Chair, Atrem Behmanesh, absent
Co-Chair, Ryan Perez, present (*joined at 2:03 p.m.*)

Adult Day Programs

Chair, Rick Perez, absent
Co-Chair, *Member Pending*

Adult Family Home/Foster Family Agency

Chair, Shari Panganiban, absent
Co-Chair, *Member Pending*

Behavior Services

Chair, Cindy Hebert, present
Co-Chair, Junie Lazo-Pearson, present

Community Care Facilities

Chair, *Member Pending*
Co-Chair, *Member Pending*

Early Intervention

Chair, Junie Lazo-Pearson, present
Co-Chair, Pam Alexander, absent

Habilitation

Chair, Marina Margaryan, present
Co-Chair, Jodean Hudson, absent

Independent/Supported Living

Chair, Christine Molina, present
Co-Chair, Ana Sandoval, present

Intermediate Care Facilities

Chair, Rich Mraule, absent
Co-Chair, *Member Pending*

Support Services/Allied Health

Chair, Kelly Araujo, absent
Co-Chair, Michael Toliver, present

Liaisons:

CalOptima

Liaison Pending

Orange County Transit Authority

Melissa Mungia, present
Christina Blanco, absent

RCOC Staff Present:

Larry Landauer, Executive Director
Liliana Castillo, Accounting Manager
Arturo Cazares, Director of Community Service

Nancy Franco, Operations and Accounting Manager
Sam Ho, Clinical Pharmacist
Wayed Kabir, Peer Advocate
Bonnie Ivers, Clinical Director
Jennifer Montanez, Director of Case Management
Marta Vasquez, Chief Financial Officer
Laurel Warren, Quality Assurance Coordinator
Sean Watson, Associate Director of Risk Management

Call to Order

In Mr. Rick Perez's absence, Ms. Junie Lazo-Pearson welcomed all attendees and called the videoconference meeting to order at 2:02 p.m.

I. RCOC Update

Mr. Landauer reported that there is a projected statewide surplus for fiscal year 2023-2024.

A. Vendorization Update

Ms. Liliana Castillo, RCOC's Accounting Manager, reported that the Department of Developmental Services (DDS) has provided regional centers with updated rate model workbooks retroactive to July 1, 2024. The rate models were updated to account for changes to the statewide minimum wage and IRS mileage rate. Any increase received separately for minimum wage or sick leave will be added after the calculation of the updated benchmark rate. Service providers will be able to see their updated rate in their December 2024 invoice. Retroactive payments will be issued within 90 days. This also includes Residential Community Care facilities.

Ms. Castillo also reported that RCOC will be issuing the first quarter Early Start Quality Incentive payments on December 15, 2024.

B. Healthy Life, Happy Life (HLHL) Program

Dr. Sam Ho, RCOC's Clinical Pharmacist, provided a presentation on RCOC's *Healthy Life, Happy Life* Program. Dr. Ho stated that the program was designed for service providers to easily implement the program curriculum and materials for their individual clients or at their program facilities. Along with the program curriculum and online materials, RCOC provides curriculum training for service provider staff. Dr. Ho also stated that throughout the years of the HLHL program, RCOC has received amazing feedback from program participants as well as service provider staff stating that they have all benefited from the program.

Dr. Ho encouraged service providers interested in obtaining more information about the HLHL program to contact him directly at sho@rcocdd.com.

II. Board Report

Mr. Landauer reported that the Board of Directors held a Board meeting on November 7, 2024. At this meeting, the Board was informed that California Assembly Bill 1147 (AB 1147) was signed by Governor Newsom. This bill would enact the Disability Equity, Transparency, and Accountability Act of 2024, which would make various changes to the act for purposes including providing increased oversight of regional center operations and performance. The bill will make regional centers subject to requirements of the California Public Records Act beginning on January 1, 2026. Notwithstanding any other law, the bill would require access to records regarding an applicant for, or recipient of, services to be provided, upon request, to the applicant, recipient, or their authorized representative, as specified, unless expressly prohibited by law. The bill would also prohibit a regional center employee from accepting gifts over \$15 per year from specified entities and would require each regional center to establish a policy prohibiting regional center senior staff from hiring relatives, as specified.

III. Peer Advisory Committee (PAC) Report

Mr. Wayed Kabir, RCOC's Peer Advocate, reported that the PAC met on October 16, 2024, and had a presentation from Get Safe. The next PAC meeting is scheduled for January 15, 2025.

IV. Liaison Reports

A. CalOptima – Liaison pending

No representative from CalOptima was present and no report was provided.

B. Orange County Transportation Authority (OCTA) – Melissa Mungia (present)

Ms. Melissa Mungia reported that ridership has increased and despite the rapid increase in the last three months, performance for service has remained stable. Ms. Mungia also reported that OCTA will be awarding a new contract for a new software for OC Access Paratransit Service. The software will be a great benefit for riders as a tool for services as well as service efficiencies and making sure that services are as productive as possible. OCTA plans to award the new contract in December 2024.

V. Member Reports

A. Adult Behavior Management – Atrem Behmanesh (absent)

B. Adult Day Programs – Rick Perez (absent)

In Ms. Atrem Behmanesh and Mr. Rick Perez's absence, Mr. Ryan Perez reported that the two subcommittees met today and discussed the DDS' Provider Directory and the vendor rate model increase effective January 2025.

Mr. Perez also reported that the next subcommittee meeting is scheduled for January 2025.

C. Adult Family Home Agency/Foster Family Agency (AFHA/FFA) – Shari Panganiban (absent)

In Ms. Shari Panganiban’s absence, Mr. Jack Stanton, RCOC’s Associate Director of Housing, reported that the subcommittee met on October 24, 2024, and discussed the rate increase for FHA services, which had not been allocated initially in the vendor rate model increase.

D. Behavior Services – Cindy Hebert (present)

Ms. Cindy Hebert reported that the subcommittee is scheduled to meet on December 5, 2024.

E. Community Care Facilities (CCF) – Member Pending

Mr. Stanton reported that the subcommittee did not meet.

F. Early Intervention – Junie Lazo-Pearson (present)

Ms. Junie Lazo-Pearson reported that the subcommittee held an Early Intervention Vendor Fair for RCOC staff. Ms. Lazo-Pearson thanked Dr. Bonnie Ivers, RCOC’s Clinical Director, and her team for hosting and participating at this year’s event.

G. Habilitation – Marina Margaryan (present)

Ms. Marina Margaryan reported that the next subcommittee meeting is scheduled for January 2025.

H. Independent Living/Supported Living (IL/SL) – Christine Molina (present)

Ms. Christine Molina reported that their subcommittee met today and discussed the DSP Training Stipend Program and had a presentation by Ms. Scarlett von Thenen about services provided through the State Council on Developmental Disabilities (SCDD).

Ms. Molina also reported that the next subcommittee meeting is scheduled for January 2025.

I. Intermediate Care Facilities (ICF) – Rich Mraule (absent)

In Mr. Rich Mraule’s absence, Mr. Stanton reported that the subcommittee did not meet.

J. Support Services/Allied Health – Kelly Araujo (absent)

In Ms. Kelly Araujo’s absence, Mr. Michael Toliver reported that the subcommittee met earlier today and discussed the rate increases effective January 2025, and DDS’ Service Provider Directory. The subcommittee also discussed Purchase of Services (POS)

Vendor Advisory Committee Minutes
November 12, 2024

authorization requirements and the liability, if any, for service providers to allow the consumption of alcohol by adults served at the time services are being provided.

Mr. Toliver also reported that the next subcommittee meeting is scheduled for January 2025.

VI. Community Forum

Dr. Cynthia Smith asked if DDS will extend the deadline to qualify for the Quality Incentive Payment (QIP) for the service provider directory as there have been reported difficulties with their portal and many vendors for day programs are still not listed.

Mr. Landauer stated that RCOC will connect with DDS and relay this message.

VII. Adjournment

Ms. Lazo-Pearson wished everyone happy holidays and a new year and adjourned the meeting at 2:42 p.m.

The next VAC meeting is scheduled for January 14, 2025.

Recorder: Sandra Lomeli