



REGIONAL CENTER OF ORANGE COUNTY BOARD OF DIRECTORS' MEETING AGENDA

Date: **Thursday, March 5, 2015**

Time: **6:00 – 7:30 p.m.**

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

I.	Closed Session (Board Members Only)		
	A.	W&I Code §4663 and §4664	Lois Bobak
II.	Recess		
III.	General Session		
	A.	Pledge of Allegiance/Reading of RCOC Mission Statement	Alan Martin
	B.	Consent Calendar*	
		1. Approval of Minutes for January 15, 2015 Meeting** 2. Budget and Finance Committee** a. Approval of Monthly Sufficiency of Allocation Report, December 2014** b. Approval of Monthly Sufficiency of Allocation Report, January 2015** c. Approval of Budget Amendment A-3, Fiscal Year 2014-15 d. Approval of Budget Amendment	Alan Martin Bob Costello
	C.	1. Budget and Finance Committee a. Approval of West Area Office Lease b. Approval of Tenant Improvement Contract for West Area Office**	Bette Baber
	D.	Executive Director's Report 1. Operations Report – December 2014** 2. Operations Report – January 2015** 3. Performance Contract – February 2015**	Larry Landauer
	E.	Community Forum***	Alan Martin
	F.	Vendor Advisory Committee** 1. Approval of Janice Retz as Member of Vendor Advisory Committee and Chairperson of Independent/Supported Living Subcommittee for the Term Commencing March 5, 2015 and Ending May 30, 2015**	Mark Antenucci
	G.	Policies and Outcomes Committee** 1. Approval of Revisions to the Whistleblower Policy** 2. Approval of Revisions to the Policy on Executive Performance and Monitoring** 3. Approval of Revisions to the Policies on Governance** 4. Board Governance Policy – Executive Limitations Policies**	Cliff Amsden
	H.	Executive Committee** 1. Approval of RCOC Board of Directors' Meeting Schedule for Fiscal Year 2015-2016	Alan Martin
	I.	Consumer Advisory Team**	Sylvia Delgado
	J.	Recruitment and Training Committee**	Alan Martin
	K.	ARCA Report	Tresa Oliveri
	L.	Chairperson's Report	Alan Martin
IV.	Adjournment		Alan 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.*

***Attachment for Board members in Board packet.*

****This is an opportunity for the public to comment on issues of interest. Speakers should complete the "Request to Speak" form located at the entrance to the meeting room and return the form to the Recording Secretary. Each person's presentation is limited to a maximum of five minutes.*

**Regional Center of Orange County
Board of Directors' Meeting
January 15, 2015
Minutes**

Board Members Present: Alan Martin, Chairperson
Cristina Alba
Cliff Amsden
Mark Antenucci
Meena Chockalingam
Sylvia Delgado
Luke Franck
Peter Kuo
Kathy McCrystal
Fernando Peña
Palak Shah
Hilda Sramek

Board Members via Telephone: Tam Nguyen

Board Members Absent: Robert Costello
Hilda Mendez
Tresa Oliveri

Corporate Counsel Present: Lois Bobak, Esq.

I. General Session

Mr. Alan Martin called the meeting to order at 6:07 p.m.

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

Ms. Kathy McCrystal led attendees in a recitation of the Pledge of Allegiance and Ms. Sylvia Delgado read RCOC's Mission Statement.

B. Consent Calendar

1. Approval of Minutes for November 6, 2014 Meeting
2. Budget and Finance Committee
 - a. Approval of Monthly Sufficiency of Allocation Report, October 2014
 - b. Approval of Monthly Sufficiency of Allocation Report, November 2014

RCOC Board of Directors' Meeting Minutes
January 15, 2015

- c. Approval of Contract and Budget Amendment A-2, Fiscal Year 2014-15
- d. Approval of CalPERS Requirement for a Publicly Available Pay Schedule

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

C. Executive Director's Report

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

- *California State Budget.* Mr. Landauer reported that Governor Brown's proposed 2015-2016 State Budget included funding in the current budget year of an additional \$159 million to cover a shortfall in the regional center budget due to increased caseload costs and costs related to increased utilization of services.
- *Self-Determination.* Mr. Landauer reported that an increasing number of parents are calling RCOC with an interest in the Self-Determination Program. The Self-Determination Program was signed into law by Governor Brown in October 2013. The Department of Developmental Services (DDS) submitted a Home and Community-Based Services Waiver application seeking federal funding for the Self-Determination Program to the federal Centers for Medicare & Medicaid Services (CMS) on December 31, 2014.
- *RCOC Purchase of Service Expenditures.* RCOC continues to meet the needs of consumers as identified in their Individual Program Plans. Expenditure growth this fiscal year has been primarily due to caseload growth and a large group of consumers who graduated from high school and started receiving adult day program services for the first time.
- *National Core Indicators (NCI).* Dr. LeeAnn Christian will present on NCI data to the California State Council on Developmental Disabilities on March 20, 2015. Mr. Landauer and Dr. Christian will attend a stakeholder meeting to be held on March 19, 2015.
- *California Employment Consortium for Youth (CECY).* Dr. Janis White and Mr. Landauer will attend the next CECY meeting on January 29, 2015, in Sacramento. Dr. White and Mr. Landauer will present RCOC employment data.
- *RCOC's Employment Community Advisory Council (CAC).* Dr. Janis White reported that RCOC has developed a new vendor code. Under this vendor code, vendors will provide services to consumers seeking integrated competitive employment with a wage at or above minimum wage. Ms. Marta Vasquez, RCOC's Controller, met with the Adult Day Services Advisory Committee to discuss this new service code.

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January 15, 2015

- *Housing Community Advisory Council (CAC).* RCOC is in the process of securing a consultant with housing expertise. The Jewish Federation opened a six-bedroom home called the Mandel House. The Jewish Federation hopes to work with other faith-based organizations to open additional homes.
 - *Orange County Autism Task Force.* Senator Bob Huff met with the leaders of the Orange County Autism Task Force on January 9, 2015, at RCOC.
 - *RCOC Hiring Update.* RCOC plans to hire approximately 33 new service coordinators by March 2015.
 - *Garden Villa.* Mr. Landauer reported that 25 beds are now eligible for federal funds due to completion of the third phase. The fourth phase is underway.
 - *Out-of-State Consumers Update.* Mr. Landauer reported there are currently six consumers residing out-of-state. There are two homes currently under development for RCOC's out-of-state consumers.
 - *FUTURES Presentation.* A presentation on FUTURES, a new concept in assisted living for adults with developmental disabilities, will be held on January 28, 2015, at 7:00 p.m. at RCOC.
 - *POS Expenditure Data.* Mr. Landauer stated that a public meeting on RCOC Purchase of Service (POS) expenditure data will be held on February 5, 2015, at RCOC. Welfare and Institutions Code section 4519.5 mandates that regional centers post POS authorization, utilization and expenditure on an annual basis. Regional centers are also mandated to meet with stakeholders in a public forum after posting the data on their websites.
 - *Spotlight Awards.* Mr. Landauer reported that the Spotlight Awards will be held on Friday, March 20, 2015. The Spotlight Awards is an annual event to recognize people and organizations that stand out as role models of selfless service and dedicated advocacy in working with people with developmental disabilities.
1. Operations Report, October 2014: This item was presented for information only. There were no questions about the report.
 2. Operations Report, November 2014: This item was presented for information only. There were no questions about the report.
 3. Performance Contract, November 2014: This item was presented for information only. There were no questions about the report.

D. Community Forum

Mr. Jay Conner stated that RCOC's contract with Western Transit will expire on June 30, 2015. Mr. Conner inquired whether a Request for Proposal (RFP) would be posted. Ms. Bette Baber responded that the last time Western Transit's contract expired, RCOC did post a RFP and no proposals from vendors with experience working with the individuals we serve were received.

E. Vendor Advisory Committee

Mr. Mark Antenucci shared that the group discussed the 2015 Special Olympics World Games which open on July 25, 2015, in Los Angeles. Over 7,000 athletes from around the world are expected to participate. Several cities in Orange County will host athletes during the games. One of RCOC's vendors, the Orange County Transportation Authority, will be available to provide transportation for athletes to the Los Angeles County line. Mr. Antenucci stated that CalOptima is partnering with community agencies to host a series of Behavioral Health Forums. Providers and community-based agencies are welcome to attend. The forums will provide information on how to access mental health resources for the individuals we serve. Mr. Antenucci reported that the VAC Vendor Rates Task Force is in the process of finalizing a survey that will be distributed to all RCOC vendors. The survey will capture information on which categories of vendors are impacted by the current vendor rates and how vendors are impacted by those rates.

Mr. Antenucci stated that committee nominated Hector Navarro as co-chairperson of the Adult Day Programs subcommittee to replace Mr. Pethuru Lourthu who resigned.

1. Approval of Hector Navarro as Member of Vendor Advisory Committee and Co-Chairperson of Adult Day Programs Subcommittee for the Term Commencing January 15, 2015 and Ending December 31, 2015

M/S/C to approve Hector Navarro as Member of Vendor Advisory Committee and Co-Chairperson of Adult Day Programs Subcommittee.

F. Consumer Advisory Team

Ms. Sylvia Delgado reported that the Consumer Advisory Team met on November 19, 2014 and December 17, 2014. Ms. Delgado announced that the Team continues to collect pop-tabs to fill the collection canister. The tabs will be recycled and converted into a cash donation for the Ronald McDonald House. Ms. Delgado reported that she plans to deliver the pop-tab collection to the Ronald McDonald House in April 2015. Ms. Delgado reported that Mr. Jyusse Corey, RCOC's Consumer Advocate, is currently working on adding more advocacy resources to RCOC's website. At the meeting in November, Mr. Nick Harriger and Ms. Juliana Beason, Project Independence, gave a joint presentation on how earned

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January 15, 2015

income can impact SSI/SSDI benefits. At the December meeting, the Team enjoyed a holiday celebration.

G. Recruitment and Training Committee

Mr. Alan Martin reported that committee had not met since the last Board of Directors' meeting, but will be scheduling a meeting in the near future.

H. Policies and Outcomes Committee

Mr. Cliff Amsden reported that the committee will meet on January 20, 2015.

I. Executive Committee

Mr. Alan Martin reported that committee met on December 15, 2014. The next committee meeting is on January 20, 2015.

J. ARCA Report

In Ms. Tresa Oliveri's absence, Mr. Landauer reported that the Lanterman Coalition is pushing for a 10% increase in funding for regional center operations and provider rates. RCOC continues to advocate for an increase in wages to direct care staff.

K. Chairperson's Report

Mr. Martin stated that there will be many opportunities for volunteering during the 2015 Special Olympics World Games.

II. Adjournment

The meeting was adjourned at 6:45 p.m.

Sylvia Delgado, Secretary

Recorder: Nicole Barrios

**Regional Center of Orange County
Budget and Finance Committee
Minutes
January 15, 2015**

Committee Members Present: Kathy McCrystal

Committee Members Absent: Robert Costello, Chair

Other Board Members Present: Mark Antenucci
Sylvia Delgado
Luke Franck
Peter Kuo
Palak Shah

RCOC Staff Present: Bette Baber, Chief Financial Officer
Larry Landauer, Executive Director
Janis White, Chief Operating Officer
Patrick Ruppe, Central Area Manager
Marta Vasquez, Controller
Raudel Perez, Administrator
Veronica Flores, Accounting Manager
Linda Pham, Fiscal Analyst

The meeting was called to order at 4:22 p.m.

Ms. Baber said that Bob Costello was traveling and would not be able to attend.

1. Monthly Sufficiency of Allocation Report (SOAR), October and November 2014

Ms. Bette Baber commented on RCOC's increase in expenditures and the large projected deficit this fiscal year.

2. Budget Amendment A-2, Fiscal Year 2014-15

Ms. Baber reported that RCOC had received an additional \$34,827 for its Community Placement Plan.

3. CalPERS Requirement for a Publicly Available Pay Schedule

Ms. Baber said that subsequent to the merit increases in October 2014, all pay rates and titles were audited; and, one title change had been approved since the last pay schedule was posted.

RCOC Budget and Finance Committee Minutes
January 15, 2015

There was a discussion about caseload ratios, staff turnover and the hiring of Service Coordinators in January and February.

The meeting was adjourned at 4:37 p.m.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

ACTION X
ACTION/CONSENT
DISCUSSION
INFO ONLY

DATE: March 5, 2015

TO: RCOC Board of Directors

FROM: Budget and Finance Committee

SUBJECT: Approval of Monthly Sufficiency of Allocation Report, December 2014

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: February 25, 2015

To: Board of Directors

From: Budget and Finance Committee

Subject: Highlights – December 2014 Sufficiency of Allocation Report (SOAR)

Purchase of Service (POS)

RCOC's projected deficit is \$42.3 million, an increase of \$12,085 over the prior month's projection. The projected deficit will be \$34.2 million if RCOC receives all of the \$8 million due from the State Plan Amendment.

As previously reported, the projected increase in expenditures is due to: the minimum wage increase on July 1, 2014, which will raise some vendors' rates, restoration of the Early Start eligibility criteria in January 2015, which will increase the number of Early Start consumers, the number of consumers who will graduate from education-funded to regional center-funded adult day programs for the first time and caseload growth.

Regarding overtime for home care workers, also known as personal care assistants, DDS had authorized rate increases of 5.82% for Personal Assistance, Supported Living and In-Home Agency Respite services. Those rate increases will not go into effect because the Federal requirements relating to overtime payments have been vacated by the court.

RCOC's caseload growth in fiscal year 2013-14 was 4.2%, an increase of 733 consumers. RCOC's caseload growth to date in this fiscal year is 433 consumers, an annualized caseload growth of 4.1%. In the same period, the regional center system grew by 6,641 consumers, an annualized caseload growth of 4.2%.

Operations

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

**Monthly Sufficiency of Allocation Report
As of December 31, 2014**

	A	B	C	D	E	F	G	H
				SOAR PROJECTED EXPENDITURES (02/10/2015)		VARIANCE (column A-D)/A %	CHANGE FROM PRIOR MO. REPORTED	SPENT PRIOR YEAR
PURCHASE OF SERVICE	A-2 ALLOCATION	ACTUAL SPENT YEAR TO DATE	PROJECTED EXPENDITURES AT "RUN RATE"			AMOUNT YEAR TO DATE		
(1) Licensed Residential Care	\$52,764,437	\$28,504,146	\$57,008,292	\$57,647,124	-9%	(\$4,882,687)	\$0	\$52,722,553
(2) Day Care	3,105,156	1,588,340	3,176,680	3,549,681	-13%	(444,525)	0	3,067,620
(3) Day Training	44,923,946	23,398,255	46,796,510	51,199,210	-12%	(6,275,264)	0	44,574,713
(4) Habilitation	9,417,151	4,512,418	9,024,836	9,596,984	-2%	(179,833)	0	9,347,683
(5) Transportation	12,340,886	5,952,635	11,905,270	14,140,176	-13%	(1,799,290)	0	11,837,705
(6) Respite	12,518,629	6,761,951	13,523,902	14,670,160	-15%	(2,151,531)	0	12,164,777
(7) Supported Living	26,929,532	14,373,656	28,747,312	28,747,312	-6%	(1,817,780)	0	26,869,291
(8) Non-medical	24,557,960	19,797,825	39,595,650	39,981,102	-39%	(15,423,142)	0	37,538,863
(9) Medical	2,730,993	1,642,541	3,285,082	3,285,082	-17%	(554,089)	0	2,660,246
(10) Other	36,021,122	18,780,808	37,561,616	40,837,900	-12%	(4,816,778)	0	35,748,160
(11) Early Start (Age 0-3)	21,403,940	11,594,955	23,189,910	25,322,101	-15%	(3,918,161)	12,085	21,320,599
(12) Community Placement Plan	1,126,386	112,693	225,386	1,126,386	0%	0	0	11,550
(13) Purchase of Service Total	247,840,136	137,020,223	274,040,446	290,103,218	-17%	(42,263,082)	12,085	257,863,760
OPERATIONS						(34,210,515) ** If all SPA receivables are paid.		
(14) Operating Expense (Gross)	6,600,000	3,067,901	6,135,802	6,600,000	0%	0	0	5,480,300
(15) Less Interest Income	(100,000)	(40,100)	(80,200)	(100,000)	-0%	0	0	(107,993)
(16) Operating Expense (Net)	6,500,000	3,027,801	6,055,601	6,500,000	0%	0	0	5,372,307
(17) Personal Services	26,417,697	11,189,614	22,379,229	26,417,697	0%	0	0	22,571,823
(18) Family Resource Center	140,397	57,247	114,493	140,397	0%	0	0	137,766
(19) Clinical Team	1,143,283	317,779	635,559	1,143,283	0%	0	0	615,657
(20) Prevention*	122,817	47,160	94,321	122,817	0%	0	0	122,817
(21) Operations Total	34,324,194	14,639,601	29,279,203	34,324,194	0%	0	0	28,820,370
(22) Total	\$282,164,330	\$151,659,824	\$303,319,649	\$324,427,412	0%	(\$42,263,082)	\$12,085	\$286,684,130

* Prevention Resources and Referral Services contract with Family Resource Centers Network of California

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

STATEMENT OF ASSETS, LIABILITIES AND FUND BALANCES
AS OF DECEMBER 31, 2014

ASSETS	GENERAL FUND	CUSTODIAL FUND
CURRENT ASSETS		
Petty cash	\$300.00	
Checking	16,463,119.09	
Savings	4,696.34	\$1,223,751.38
Money market	0.00	
Payroll	72,447.45	
Donations	46,583.50	
Unemployment	185,385.09	
Certificate of deposit	0.00	
Total current assets	16,772,531.47	1,223,751.38
RECEIVABLES		
State claim	48,183,462.55	
Client support revenue	638,911.48	22,211.73
Due from State - prior years	66,484,592.63	
Due from ICF - ICF Supplemental Services	4,406,611.54	
Total receivables	119,713,578.20	22,211.73
PREPAID ITEMS		
Deposits	284,781.99	
Prepaid expense	0.00	
Total prepaid items	284,781.99	0.00
OTHER ASSETS		
Tenant improvements	532,963.81	
Building acquisition	63,613.98	
Total other assets	596,577.79	0.00
TOTAL ASSETS	\$137,367,469.45	\$1,245,963.11
LIABILITIES AND FUND BALANCES		
LIABILITIES		
Accounts payable	\$13,568,918.10	\$638,911.48
Due to State - ICF Supplemental Services	6,008,000.49	
Loans payable	0.00	
Cash advance	117,558,582.27	
Unemployment insurance	185,385.09	
Total liabilities	137,320,885.95	638,911.48
FUND BALANCES		
General	0.00	
Donations	46,583.50	
Custodial		607,051.63
TOTAL LIABILITIES AND FUND BALANCES	\$137,367,469.45	\$1,245,963.11

REGIONAL CENTER OF ORANGE COUNTY
BRIAN'S FUND
DECEMBER 31, 2014

Beginning Balance	\$46,169.81
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Donations:

AT&T Employee Giving Campaign	\$30.00
Vietnamese Christmas Party	500.00
Bruce, Alexander and Karen	25.00
Feng, Ching C. and Humei L.	100.00
Footprints Behavioral Interventions, Inc.	500.00
Fowler, Bill and Tina	25.00
Katz, Jerry and Bess	190.00
Rutledge, Richard and Tehnaz	250.00
Train 4 Autism	1,000.00
	1,000.00

Subtotal Donations	\$2,620.00
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Loan Payments	205.00
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Interest	6.09
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Disbursements:

Loans	-2,263.00
Respite provided without authorization	-154.40
	-154.40

Subtotal Disbursements	-2,417.40
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Net Increase (Decrease)	413.69
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Ending Balance	\$46,583.50
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REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

ACTION X
ACTION/CONSENT
DISCUSSION
INFO ONLY

DATE: March 5, 2015

TO: RCOC Board of Directors

FROM: Budget and Finance Committee

SUBJECT: Approval of Monthly Sufficiency of Allocation Report, January 2015

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

M E M O R A N D U M

Date: February 25, 2015

To: Board of Directors

From: Budget and Finance Committee

Subject: Highlights – January 2015 Sufficiency of Allocation Report (SOAR)

Purchase of Service (POS)

RCOC's projected deficit is \$42.3 million, an increase of \$12,085 over the prior month's projection. The projected deficit will be \$34.2 million if RCOC receives all of the \$8 million due from the State Plan Amendment.

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Operations

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

**Monthly Sufficiency of Allocation Report
As of January 31, 2015**

		A	B	C	D	E	F	G	H
			ACTUAL	PROJECTED	SOAR	VARIANCE			
		A-2	SPENT	EXPENDITURES	PROJECTED	(column A-D)/A	(column A-D)	CHANGE	
PURCHASE OF SERVICE		ALLOCATION	YEAR TO DATE	AT "RUN RATE"	EXPENDITURES	%	AMOUNT	FROM PRIOR	SPENT
					(02/10/2015)		YEAR TO DATE	MO. REPORTED	PRIOR YEAR
(1)	Licensed Residential Care	\$52,764,437	\$32,788,305	\$56,991,721	\$57,647,124	-9%	(\$4,882,687)	\$0	\$52,722,553
(2)	Day Care	3,105,156	1,747,737	3,172,097	3,549,681	-13%	(444,525)	0	3,067,620
(3)	Day Training	44,923,946	26,476,724	46,993,271	51,199,210	-12%	(6,275,264)	0	44,574,713
(4)	Habilitation	9,417,151	4,860,404	9,041,608	9,596,984	-2%	(179,833)	0	9,347,683
(5)	Transportation	12,340,886	6,025,389	12,050,778	14,140,176	-13%	(1,799,290)	0	11,837,705
(6)	Respite	12,518,629	6,761,951	13,523,902	14,670,160	-15%	(2,151,531)	0	12,164,777
(7)	Supported Living	26,929,532	16,587,946	28,743,456	28,747,312	-6%	(1,817,780)	0	26,869,291
(8)	Non-medical	24,557,960	19,826,711	39,653,422	39,981,102	-39%	(15,423,142)	0	37,538,863
(9)	Medical	2,730,993	1,688,231	3,031,842	3,285,082	-17%	(554,089)	0	2,660,246
(10)	Other	36,021,122	19,012,801	38,025,602	40,837,900	-12%	(4,816,778)	(1)	35,748,160
(11)	Early Start (Age 0-3)	21,403,940	12,829,762	23,300,473	25,322,101	-15%	(3,918,161)	12,085	21,320,599
(12)	Community Placement Plan	1,126,386	123,653	233,848	1,126,386	0%	0	0	11,550
(13)	Purchase of Service Total	247,840,136	148,729,614	274,762,019	290,103,218	-17%	(42,263,082)	12,084	257,863,760
OPERATIONS		(34,210,515) ** If all SPA receivables are paid.							
(14)	Operating Expense (Gross)	6,600,000	3,787,328	6,492,563	6,600,000	0%	0	0	5,480,300
(15)	Less Interest Income	(100,000)	(47,073)	(80,696)	(100,000)	-0%	0	0	(107,993)
(16)	Operating Expense (Net)	6,500,000	3,740,256	6,411,867	6,500,000	0%	0	0	5,372,307
(17)	Personal Services	26,417,697	13,628,425	23,363,014	26,417,697	0%	0	0	22,571,823
(18)	Family Resource Center	140,397	71,002	121,718	140,397	0%	0	0	137,766
(19)	Clinical Team	1,143,283	410,581	703,854	1,143,283	0%	0	0	615,657
(20)	Prevention*	122,817	56,726	97,244	122,817	0%	0	0	122,817
(21)	Operations Total	34,324,194	17,906,990	30,697,697	34,324,194	0%	0	0	28,820,370
(22)	Total	\$282,164,330	\$166,636,604	\$305,459,716	\$324,427,412	0%	(\$42,263,082)	\$12,084	\$286,684,130

* Prevention Resources and Referral Services contract with Family Resource Centers Network of California

** State Plan Amendment (SPA). Regional centers pay the Day Program and Transportation expenditures for consumers 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 JANUARY 31, 2015

ASSETS	GENERAL FUND	CUSTODIAL FUND
CURRENT ASSETS		
Petty cash	\$300.00	
Checking	23,104,586.49	
Savings	3,452.47	\$1,235,848.36
Money market	0.00	
Payroll	73,641.80	
Donations	51,761.50	
Unemployment	185,392.71	
Certificate of deposit	0.00	
Total current assets	23,419,134.97	1,235,848.36
RECEIVABLES		
State claim	49,232,121.27	
Client support revenue	632,700.36	30,093.47
Due from State - prior years	59,524,667.72	
Due from ICF - ICF Supplemental Services	4,870,851.42	
Total receivables	114,260,340.77	30,093.47
PREPAID ITEMS		
Deposits	284,781.99	
Prepaid expense	0.00	
Total prepaid items	284,781.99	0.00
OTHER ASSETS		
Tenant improvements	532,963.81	
Building acquisition	63,613.98	
Total other assets	596,577.79	0.00
TOTAL ASSETS	\$138,560,835.52	\$1,265,941.83
LIABILITIES AND FUND BALANCES		
LIABILITIES		
Accounts payable	\$14,757,098.55	\$632,700.36
Due to State - ICF Supplemental Services	6,008,000.49	
Loans payable	0.00	
Cash advance	117,558,582.27	
Unemployment insurance	185,392.71	
Total liabilities	138,509,074.02	632,700.36
FUND BALANCES		
General	0.00	
Donations	51,761.50	
Custodial		633,241.47
TOTAL LIABILITIES AND FUND BALANCES	\$138,560,835.52	\$1,265,941.83

REGIONAL CENTER OF ORANGE COUNTY
BRIAN'S FUND
JANUARY 31, 2015

Beginning Balance	\$46,583.50
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Donations:

2014 Vietnamese Christmas Party	\$4,100.00
Carra Homes, Inc	50.00
Heidari, Mansour & Arefeh	1,000.00
AT&T Employee Giving donation returned NSF	<u>-12.00</u>

Subtotal Donations	\$5,138.00
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Loan Payments	240.00
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Interest	0.00
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Disbursements:

Loan to pay mobile phone bill	<u>-200.00</u>
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Net Increase (Decrease)	<u>5,178.00</u>
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Ending Balance	<u><u>\$51,761.50</u></u>
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REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

ACTION X
ACTION/CONSENT
DISCUSSION
INFO ONLY

DATE: March 5, 2015

TO: RCOC Board of Directors

FROM: Budget and Finance Committee

SUBJECT: Approval of Budget Amendment A-3, Fiscal Year 2014-15

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., A-1, A-2, etc.

REASON FOR CURRENT ITEM:

The Department of Developmental Services has stated that the A-3 allocation will be distributed soon. RCOC is projecting a large deficit and needs to process the amendment as soon as it is received.

FISCAL IMPACT:

Not known at this time.

RECOMMENDATION:

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

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

ACTION X
ACTION/CONSENT
DISCUSSION
INFO ONLY

DATE: March 5, 2015

TO: RCOC Board of Directors

FROM: Budget and Finance Committee

SUBJECT: Approval of West Area Office Lease

BACKGROUND:

RCOC's West Area office is located in the city of Westminster and its lease expires on April 30, 2015. In anticipation of the lease expiration, RCOC looked at other locations, as well as renewal at its current location. RCOC found another location in the city of Cypress that is less expensive.

In June 2011, RCOC closed its South Area office in Irvine, and the South Area Service Coordinators joined the East Area and became the Central Area. The Central Area is the largest Area; it has more than 100 employees. The North and West Areas each have approximately 75 employees. The lease for the North Area office, which is located in the city of Orange, expires in October 2016. RCOC has decided that it will close the North Area office at that time and reduce the number of area offices from three to two. The two Areas will each have approximately 125 employees. Some Service Coordinators will relocate to the Central Area; but, most of the North Service Coordinators will relocate to the West Area.

The North and West Area offices currently occupy 29,300 square feet. The proposed lease is for occupancy of 38,672 square feet, an increase of 9,372 square feet, approximately 32%; however, RCOC will pay rent and operating expenses on 32,000 square feet. RCOC has negotiated free rent in the first and second lease years to offset the cost of having additional space while the North Area office is still occupied.

As stated above, RCOC will occupy 38,672 square feet, RCOC's rent and

operating costs will be charged on 32,000 square feet. The additional space will allow RCOC to reduce the cost of offsite storage for closed and inactivated consumer records. RCOC completed the conversion of all active consumer records from paper to digital files last year. RCOC will now begin the same conversion for closed and inactivated consumer records.

REASON FOR CURRENT ITEM:

In accordance with Welfare and Institutions Code, Section 4625.5(a), the governing Board approves contracts of \$250,000 or more.

FISCAL IMPACT:

The proposed lease is for 12 years with occupancy in August 2015.

The starting triple-net rent rate is \$1.08 per square foot with annual increases of 3%. As stated previously, RCOC is paying on 32,000 square feet and occupying 38,672. Based on the 38,672 square feet occupied, the effective rate for rent and all operating expenses is \$1.70.

RECOMMENDATION:

That the Board approve execution of the West Area lease.

Agenda Item III.C.-1.a.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

ACTION X
ACTION/CONSENT
DISCUSSION
INFO ONLY

DATE: March 5, 2015

TO: RCOC Board of Directors

FROM: Budget and Finance Committee

SUBJECT: Approval of Tenant Improvement Contract for West Area Office

BACKGROUND:

As discussed in the agenda item for the West Area office lease, RCOC found another location in the city of Cypress. The landlord would not agree to a tenant-build unless RCOC engaged the contractor. RCOC has done many tenant-builds, including its current location at 1525 N. Tustin.

RCOC estimates that it will exceed the tenant improvement allowance of \$960,000, or \$30 per square foot, by approximately \$388,160, or \$12.13 per square foot.

The work letter that is part of the proposed West lease makes it clear that RCOC will not advance any portion of the payment due from the landlord.

REASON FOR CURRENT ITEM:

In accordance with Welfare and Institutions Code, Section 4625.5(a), the governing Board approves contracts of \$250,000 or more.

FISCAL IMPACT:

Approximately \$388,160 will be amortized over the life of the lease.

RECOMMENDATION:

That the Board approve “in form” the tenant improvement contract with a not to exceed total contract amount of \$1.4 million, \$960,000 paid by the landlord, the balance paid by RCOC.

Agenda Item III.C.-1.b.

AIA Document A107

Abbreviated Standard Form of Agreement between Owner and Contractor For Construction Projects of Limited Scope

Where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the day of in the year

BETWEEN the Owner;

The Contractor;

The Project is:

The Architect is:

The Owner and the Contractor agree as follows:

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 Date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than days from the date of commencement, or as follows:

To Be Determined

Subject to adjustments of this Contract Time as provided in the Contract Documents.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deletions as provided in the Contract Documents and agreed to in a written document signed by all parties.

§ 3.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

§ 3.3 Unit prices, if any, are as follows:

ARTICLE 4 PAYMENTS

§ 4.1 PROGRESS PAYMENTS

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in

the Contract Documents. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.2 Provided an Application for Payment is received by the Architect or Owner not later than the last day of the month. The Owner shall make payment to the Contractor within 30 calendar days. If an Application for Payment is received by the Architect after the last day of month, the Owner shall make payment to the Contractor not later than 30 calendar days from receipt of the payment application by the Architect or Owner.

§ 4.1.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Bank of America Prime Rate plus 1%.)

§ 4.2 FINAL PAYMENT

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in section 17.2, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 A final Certificate for Payment has been issued by the Contractor.

§ 4.2.2 The owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

§ 5.1 The Contract Documents are listed in Article 6 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 5.1.1 The Agreement is the executed 1997 edition of the Abbreviated Standard Form of Agreement between Owner and Contractor, AIA Document A107-1997.

§ 5.1.2 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated _NA_ and are as follows:

§ 5.1.3 The specifications are those contained in the Project Manual dated as in Section 5.1.2 and are as follows: All specifications are contained in the project drawings.

§ 5.1.4 The Drawings are as follows, and are dated 4-20-08 unless a different date is shown below:

Drawings Number	Title	Dated	Date Received by CMC
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§ 5.1.5 The Addenda, if any, are as follows:

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 5.

§ 5.1.6 Other documents, if any, forming part of the Contract Documents are as follows: Not Applicable

GENERAL CONDITIONS

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement with Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 6.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or sub-subcontractor, (3) between the Owner and Architect or (4) between any persons or entities other than the Owner and Contractor.

§ 6.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 6.4 EXECUTION OF THE CONTRACT

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become Generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 6 5 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS SPECIFICATIONS AND OTHER INSTRUMENTS OF DRAWINGS, SERVICE

The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

ARTICLE 7 OWNERS

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 The Owner shall furnish and pay for surveys and a legal description of the site.

§ 7.1.2 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 7.1.3 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

§ 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated, however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after 10 days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

ARTICLE 8 CONTRACTORS

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 8.1.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 7.1.1. Shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, any errors, omissions or inconsistencies discovered by the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require.

§ 8.1.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed architect.

§ 8.2 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall be fully and solely responsible for the jobsite safety thereof unless the Contractor gives timely written notice to the Owner and Architect that such means, methods, techniques, sequences or procedures may not be safe.

§ 8.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 8.3 LABOR AND MATERIALS

§ 8.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 8.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.3.3 The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions.

§ 8.3.4 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.

8.4 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, and agreed to in writing by the owner, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by

abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

§ 8.5 TAXES

The Contractor shall pay sales, consumer, use and other similar taxes which are legally enacted when bids are received or negotiations concluded.

§ 8.6 PERMITS, FEES AND NOTICES

§ 8.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

8.6.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work. The Contractor shall promptly notify the Architect and Owner if the Drawings and Specifications are observed by the Contractor to be at variance therewith. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes; and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 8.7 SUBMITTALS

§ 8.7.1 The Contractor shall review for compliance with the Contract Documents, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness. The Work shall be in accordance with approved submittals.

§ 8.7.2 Shop Drawings Product Data Samples and similar submittals are not Contract Documents

§ 8.8 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 8.9 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.10 CLEANING` UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material.

§ 8.11 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees; shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect, unless the Contractor has reason to believe that there is an infringement of patent or copyright and fails to promptly furnish such information to the Architect.

§ 8.12 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 8.13 INDEMNIFICATION

§ 8.13.1 To the fullest extent permitted by law and to the extent claims; damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Section 16.3. The Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees. Arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge; or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 8.13.

§ 8.13.2 In claims against any person or entity indemnified under this Section 8.13 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. The Indemnification obligation under Section 8.13.1 shall not be limited by a limitation on amount or type of damages. Compensation, or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 9 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

§ 9.1 The Architect will provide administration of the Contract and will be an Owner's representative (1) during construction. (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one year period for correction of Work described in Section 17.7.

§ 9.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 8.2.1.

§ 9.3 The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 9.4 Contractor's Applications for Payment shall be reviewed by the Architect who will and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 9.5 The Architect will have authority to reject Work that does not conform to the Contract Documents

§ 9.6 The Architect will review and approve or take other appropriate action upon the Contractor's submittal such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Architect will interpret and decide matters concerning performance under, and requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions or rendered in good faith.

§ 9.8 Omitted

§ 9.9 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 9.10 CLAIMS AND DISPUTES

§ 9.10.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 15.2 shall be referred initially to the Architect for decision. Such matters, except those relating to aesthetic effect and except those waived as provided for in Section 9.11 and Sections 14.5.3 and 14.5.4 shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

§ 9.10.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by the Architect, by mediation or by arbitration.

§ 9.10.3 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration

Association. The request may be made concurrently with the filing of a demand for arbitration, but in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 9.10.4 Claims, disputes and other matters in question arising out of or relating to the Contract that are not resolved by mediation, except matters relating to aesthetic effect and except those waived as provided for in Section 9.1 1 and Sections 14.5.3 and 14.5.4, shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 9.11 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- .1 Damages incurred by the Owner for rental expenses, for losses of use of income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons: and
- .2 Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable without limitation to all consequential damages due to either party's termination in accordance with Article 19. Nothing contained in this Section 9.11 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 10 SUBCONTRACTORS

§ 10.1 A Subcontractor is a person or entity that has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 10.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor to whom the Owner or Architect has made reasonable and timely objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference. If any, occasioned by such change and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

10.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor. To be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect. And (2) allow the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

ARTICLE 11 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 11.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Section 9.10:

§ 11.2 The Contractor shall afford the Owner and separate contractor's reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 11.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, and damage to the Work or defective construction of a separate contractor.

ARTICLE 12 CHANGES IN THE WORK

§12.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

§ 12.2 The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive, by the Contractor's cost of labor, material equipment, and reasonable overhead and profit.

§12.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 12.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist the Contract Sum and Contract Time shall be equitably adjusted.

ARTICLE 13 TIME

§ 13.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 13.2 Substantial Completion is the Building Final, Occupancy or a date certified by the Architect in accordance with Section 14.4.2.

§ 13.3 if the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered to the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control. or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect and the Owner may determine, subject to the provisions of Section 9.10.

ARTICLE 14 PAYMENTS AND COMPLETION

14.1 APPLICATIONS FOR PAYMENT

§ 14.1.1 Payments shall be made as provided in Article 4 of this Agreement. Applications for Payment shall be on an AIA G 702 Form.

§ 14.1.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 14.2 CERTIFICATES FOR PAYMENT

§ 14.2.1 The Contractor will, issue all payment applications to the Owner or Owners agent.

§ 14.2.2 The issuance of a Certificate for Payment will constitute a representation by the Contractor to the Owner, based on the progress of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Contractor's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified.

§ 14.2.3 The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's opinion the representations to the Owner required by Section 14.2.2 cannot be made. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor as provided in Section 14.2. 1. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's opinion to protect the

Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 8.2.2 because of:

- .1 Defective works not remedied;
- .2 Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum;
- .5 Damage to the Owner or another contractor;
- .6 Reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 Persistent failures to carry out the Work in accordance with the Contract Documents.

§14.2.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 14.3 PAYMENTS TO THE CONTRACTOR

§ 14.3.1 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. Reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor. Require each Subcontractor to make payments to sub-subcontractor in similar manner.

§ 14.3.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 14.3.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 14.4 SUBSTANTIAL COMPLETION

§ 14.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 14.4.2 When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portions thereof unless otherwise provided in the Certificate of Substantial Completion. Upon the issuance of the Certificate of Substantial Completion, the Architect will submit it to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

14.5 FINAL COMPLETION AND FINAL PAYMENT

§ 14.5.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 14.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 14.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 14.5.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from: .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled:

- .2 Failure of the Work to comply with the requirements of the Contract Documents; or
- .3 Terms of special warranties required by the Contract Documents.

§ 14.5.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 15 PROTECTIONS OF PERSONS AND PROPERTY

§ 15.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract the Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 Employees on the Work and other persons who may be affected thereby;
- .2 The Work and materials and equipment to be incorporated therein; and
- .3 Other property at the site or adjacent thereto;

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 15.1.2 and 15.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 8.13_

§ 15.2 HAZARDOUS MATERIALS

§ 15.2.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown; delay and start-up, which adjustments shall be accomplished as provided in Article 12 of this Agreement.

§ 15.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor. Subcontractors, Architect. Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 15.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

§ 15.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 16 INSURANCE

§ 16.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

§ 16.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 16.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

§ 16.3.1 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective liability insurance from the Contractor's usual sources as primary coverage for the Owner's. Contractor's and Architects vicarious liability for construction operations under the Contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with coverage shall be equal to the aggregate of the limits required for Contractor's Liability insurance under Section 16.1.

§ 16.3.2 To the extent damages covered by Project Management Protective Liability Insurance, the Owner. Contractor and Architect waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance. The policy shall provide for such waivers of subrogation by endorsement or otherwise.

§ 16.3.3 The Owner shall not require the Contractor to include the Owner. Architect or other persons or entity additional insured's on the Contractor's Liability insurance under Section 16.1.

16.4 PROPERTY INSURANCE

§ 16.4.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" policy form, hiding builder's risk in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 14.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 16.4 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub subcontractors in the Project.

§ 16.4.2 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

16.5 WAIVERS OF SUBROGATION

§ 16.5.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, Sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 11, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section

16.4 Or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 11, if any, and the subcontractors. Sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 16.5.2 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary payable to the Owner as fiduciary for the insured's, as their interests may appear, subject to requirements of mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

ARTICLE 17 CORRECTION OF WORK

§ 17.9 The Contractor shall promptly correct Work rejected by the Architect or failing to comply with requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 17.2 In addition to the Contractor's obligations under Section 8.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 14.4.2. or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 17.3 if the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

§ 17.4 the one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

§ 17.5 the one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 17.

ARTICLE 18 MISCELLANEOUS PROVISIONS

§ 18.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other.

§ 18.2 GOVERNING LAW

The Contract shall be governed by the law of the State of California.

§18.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

§ 18.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

As between Owner and Contractor, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued:

- .1 Not later than the date of Substantial Completion for acts or failures to act occurring prior to the relevant date of Substantial Completion;
- .2 Not later than the date of issuance of the final Certificate for Payment for acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to the issuance of the final Certificate for Payment;
- .3 Not later than the date of the relevant act or failure to act by the Contractor for acts or failures to act occurring after the date of the final Certificate for Payment.

ARTICLE 19 TERMINATION OF THE CONTRACT

§ 19.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to recommend payment for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools and construction equipment and machinery. Including reasonable overhead, profit and damages applicable to the Project.

§ 19.2 TERMINATION BY THE OWNER

§ 19.2.1 The owner may terminate the Contract if the Contractor:

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 19.2.2 When any of the above reasons exists, the Owner may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days written notice, terminate the Contract and take possession of the site and of all materials thereon owned by the Contractor and may finish the work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 19.2.3 When the Owner terminates the Contract for one of the reasons states in section 19.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 19.2.4 If unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

ARTICLE 20 OTHER CONDITIONS OR PROVISIONS

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

CONTRACTOR *(Signature)*



Summary of Consumer Information - December 2014

NUMBER OF PERSONS SERVED	18,515	100%
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Children - Birth to Age Three Receiving Early Start Services	2,700	15%
Children - Ages Three to 17 Receiving Lanterman Services	6,188	33%
Adults - Ages 18 and Older Receiving Lanterman Services	9,627	52%

Children - Birth to Age Three Receiving Prevention Resource and Referral Services	330
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Children and Adults - Ages Three and Older Receiving Lanterman Services with the Following Diagnoses:

Intellectual Disability	11,437	73%
Epilepsy	2,880	18%
Cerebral Palsy	2,663	17%
Autism	4,918	31%
Fifth Category*	997	6%

* condition closely related to mental retardation and requiring similar treatment

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

NUMBER OF PERSONS REQUESTING ELIGIBILITY DETERMINATION	286
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Early Start / Under Age Three / 45 days to complete determination	246	86%
Lanterman / Over Age Three / 120 days to complete determination*	40	14%

* 21 children who had received Early Start services were determined eligible for Lanterman services.
Of these, 16 children had a diagnosis of autism.

NUMBER OF PERSONS DETERMINED ELIGIBLE	263
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Children - Birth to Age Three Eligible for Early Start Services	227
Children and Adults - Ages Three and Older Eligible for Lanterman Services	30

Children - Birth to Age Three Eligible for Prevention Resource and Referral Services	6
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NUMBER OF CHILDREN NO LONGER ELIGIBLE FOR EARLY START AND PREVENTION RESOURCE AND REFERRAL SERVICES	167
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Children - Age Three No Longer Eligible for Early Start Services	166
Children - Age Three No Longer Eligible for Prevention Resource and Referral Services	1

REGIONAL CENTER OF ORANGE COUNTY



OPERATIONS REPORT

DECEMBER 2014 ACTIVITY

Mission Statement

Regional Center of Orange County, within the spirit and mandate of the Lanterman Act, shall assist persons with developmental disabilities, and their families, in securing and coordinating those services and supports which maximize opportunities and choices for living, working, learning and recreating in the community and which result in consumer satisfaction and quality services which stress human dignity and openness to innovation.



Operations Report, Fiscal Year 2014-15

- COMMUNITY LIFE

Guiding Principle

To live in the community is the preference of most individuals with developmental disabilities. However, inherent in this choice are risks. While affirming the dignity gained by the taking of risks, and the valuable learning provided by those opportunities, the Center is committed to the following:

- *Consumers and their families have knowledge of their healthcare needs, access to qualified medical communities, and support necessary to utilize recommended health services.*
- *Consumers and their families have knowledge of, access to and opportunity for participation in any community activities and resources of their choosing.*

Provider Monitoring, Technical Support and Special Incident Investigation Activities

Type and Number of Reviews	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Annual Review	24	12	15	29	19	28
Unannounced	43	19	20	31	21	34
<i>Total Number of Reviews</i>	<i>67</i>	<i>31</i>	<i>35</i>	<i>60</i>	<i>40</i>	<i>62</i>

Provider Trainings	0	0	0	0	0	0
Technical Support	85	88	67	71	78	85
Corrective Action Plan	7	5	13	11	1	6
Special Incident Investigation*	36	24	55	44	26	33

	Jan.	Feb.	Mar.	Apr.	May	June	Total
Annual Review							127
Unannounced							168
<i>Total Number of Reviews</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>295</i>

Provider Trainings							0
Technical Support							474
Corrective Action Plan							43
Special Incident Investigation*							218

* 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:

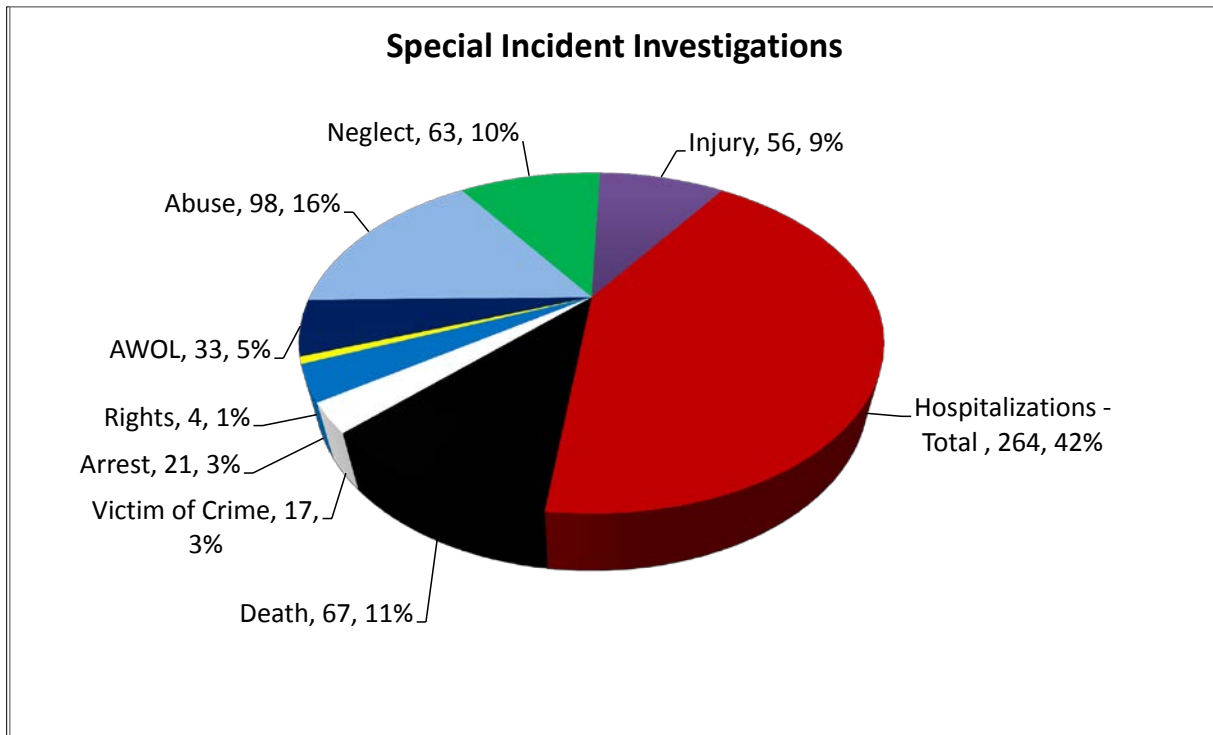
1. Robbery, including theft using a firearm, knife, or cutting instrument or other dangerous weapons or methods which force or threaten a victim;
2. Aggravated assault, including a physical attack on a victim using hands, fist, feet or a firearm, knife or cutting instrument or other dangerous weapon;
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 2014-15

Type of Incident	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
AWOL	7	6	1	5	8	6
Abuse	11	18	15	23	18	13
Neglect	7	8	21	8	9	10
Injury	10	7	11	12	8	8
Hospitalizations - Total	55	44	34	50	34	47
<i>Psychiatric</i>	16	9	14	7	8	14
<i>Medical</i>	39	35	20	43	26	33
Death	10	14	13	11	7	12
Victim of crime	2	4	3	1	3	4
Arrest	5	5	2	3	3	3
Rights	0	1	0	0	3	0
<i>Total</i>	<i>107</i>	<i>107</i>	<i>100</i>	<i>113</i>	<i>93</i>	<i>103</i>

Type of Incident	Jan.	Feb.	Mar.	Apr.	May	June	Total
AWOL							33
Abuse							98
Neglect							63
Injury							56
Hospitalizations - Total							264
<i>Psychiatric</i>							68
<i>Medical</i>							196
Death							67
Victim of Crime							17
Arrest							21
Rights							4
<i>Total</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>623</i>



- COMMUNITY LIFE continued

Guiding Principle

Provider Audits
Fiscal Year 2014-15

Number of Audits / Appeals / Recoveries

<i>Type of Audit</i>	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Service Billing	1	0	0	0	0	0
Staffing	0	0	0	0	6	0
Level 4I Consultant	0	0	1	1	1	0
P&I (consumer funds)	2	2	0	1	0	0
<i>Total Number of Audits</i>	3	2	1	2	7	0

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

State Appeal	0	0	1	0	0	0
Recovery	1	0	0	2	7	0

Audit Findings (Dollar Amount)

<i>Amount of Recovery</i>	\$4,305.45	\$0.00	\$0.00	\$2,913.88	\$166,976.00	\$0.00
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<i>Type of Audit</i>	Jan.	Feb.	Mar.	Apr.	May	June	Total
Service Billing							1
Staffing							6
Level 4I Consultant							3
P&I (consumer funds)							5
<i>Total Number of Audits</i>	0	0	0	0	0	0	15

Number of Appeals / Recoveries

State Appeal							1
Recovery							10

Audit Findings (Dollar Amount)

<i>Amount of Recovery</i>							\$174,195.33
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Operations Report, Fiscal Year 2014-15

- FAMILY SUPPORT

Guiding Principle

Families are the decision makers for their minor children and, when appropriate, for their adult children.

Family support services are flexible and innovative in meeting needs as they evolve over time, are tailored to the preferences of the individual family, and are consistent with their cultural norms and customs.

Family members of adults are supported when their ongoing involvement is preferred by the consumer.

Vouchers - Families Procure Their Own Services
Fiscal Year 2014-15

Number of Authorizations for Voucher Services

July through December	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Day Care - Family Member	102	123	117	116	130	127
Diapers - Family Member	4	5	4	4	4	4
Nursing Service - Family Member	33	36	34	31	38	35
Respite Service - Family Member	254	261	253	238	266	263
Transportation - Family Member	206	208	211	207	209	216
<i>Total Number of Voucher Authorizations</i>	599	633	619	596	647	645

Number of Authorizations for Voucher Services

January through June	Jan.	Feb.	Mar.	Apr.	May	June
Day Care - Family Member						
Diapers - Family Member						
Nursing Service - Family Member						
Respite Service - Family Member						
Transportation - Family Member						
<i>Total Number of Voucher Authorizations</i>	0	0	0	0	0	0



Operations Report, Fiscal Year 2014-15

- EARLY INTERVENTION / PREVENTION

Guiding Principle

Prevention and early intervention services, supports and public awareness activities are designed to prevent the onset of a disability, or to minimize the impact of the disability.

Consumers are provided the services and supports in a family-focused and collaborative fashion.

Developmental Screenings

July through December	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Referrals to:						
Regional Center of Orange County	12	27	32	20	32	19
School District	21	20	33	47	40	18
Physician	5	14	20	29	37	17
Mental Health	14	25	34	54	51	26
Rescreen	5	11	17	18	12	17
Dental	9	10	10	26	20	4
Optometrist	13	14	12	21	20	12
Insurance	0	0	3	3	2	4
Other	2	4	8	6	3	4
Total Number of Referrals	81	125	169	224	217	121

<i>Number of Children Screened</i>	56	85	98	120	126	67
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January through June	Jan.	Feb.	Mar.	Apr.	May	June	Total
Referrals to:							
Regional Center of Orange County							142
School District							179
Physician							122
Mental Health							204
Rescreen							80
Dental							79
Optometrist							92
Insurance							12
Other							27
Total Number of Referrals	0	0	0	0	0	0	937

<i>Number of Children Screened</i>							552
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Operations Report, Fiscal Year 2014-15

- LIVING OPTIONS

Guiding Principle

Consumers have choices on where and with whom they live.

Services and supports are provided so that consumers have choices on where and with whom they live, including owning or renting their own homes.

Practices are driven in the system by culturally preferred choices.

We believe that we should support families in keeping their children, both minors and those adults who choose to remain at home, as a priority for the allocation of limited regional center resources.

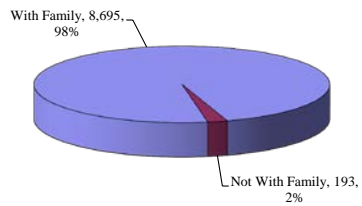
Consumers live in homes where they receive love and nurturing and where they can form relationships.

Families with children in out-of-home care receive the support necessary to remain involved in their children's lives.

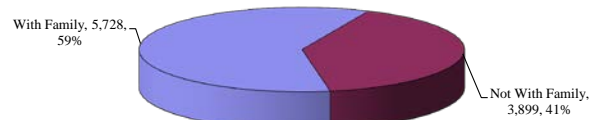
As of December 31, 2014

	Consumers All	Consumers Under 18	Consumers Over 18
With Family	14,423	8,695	5,728
Not With Family	4,092	193	3,899
Total	18,515	8,888	9,627

Where Consumers Under 18 Live



Where Consumers Over 18 Live



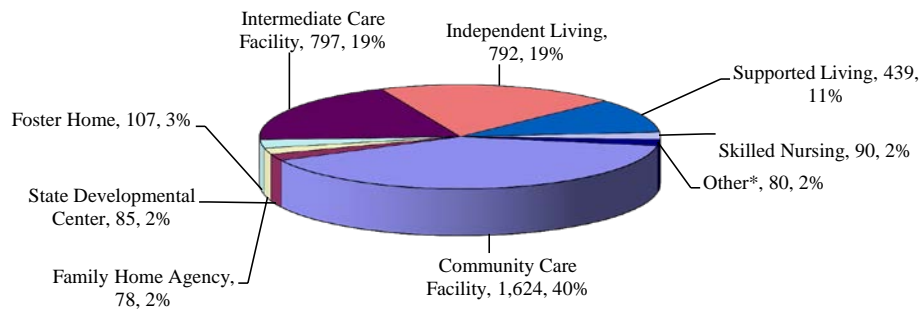
LIVING OPTIONS continued

As of December 31, 2014

	Consumers All	Consumers Under 18	Consumers Over 18
Family Home	14,423	8,695	5,728
Community Care Facility	1,624	52	1,572
State Developmental Center	85	0	85
Family Home Agency	78	0	78
Foster Home	107	100	7
Intermediate Care Facility	797	11	786
Independent Living	792	0	792
Supported Living	439	0	439
Skilled Nursing	90	0	90
Other*	80	30	50
Total	18,515	8,888	9,627

Other*			
Acute General Hospital	1	0	1
California Youth Authority	0	0	0
Community Treatment	0	0	0
Correctional Institution	0	0	0
County Jail	1	0	1
Other	0	0	0
Out of State	6	0	6
Psychiatric Treatment	4	0	4
Rehabilitation Center	4	0	4
SDC / State Hospital	0	0	0
Sub-Acute	57	30	27
Transient / Homeless	7	0	7
Total, Other*	80	30	50

Where Consumers Live When Not With Family





Operations Report, Fiscal Year 2014-15

LIVING OPTIONS continued

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

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 consumers in 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 adult consumers 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.

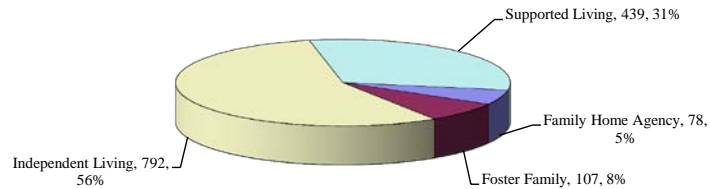
Supported Living

Supported Living Services (SLS) support consumers' efforts to live in their own homes.

As of December 31, 2014

Other Living Options	Total	Under 18	Over 18
Family Home Agency	78	0	78
Foster Family	107	100	7
Independent Living	792	0	792
Supported Living	439	0	439
Total	1,416	100	1,316

Other Living Options





Operations Report, Fiscal Year 2014-15

LIVING OPTIONS continued

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

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.



Operations Report, Fiscal Year 2014-15

LIVING OPTIONS continued

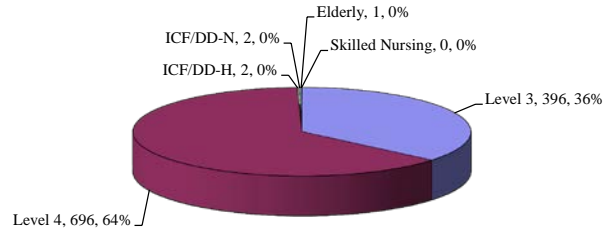
As of December 31, 2014

Consumers Who Reside in Licensed Facilities, Services Funded by RCOC

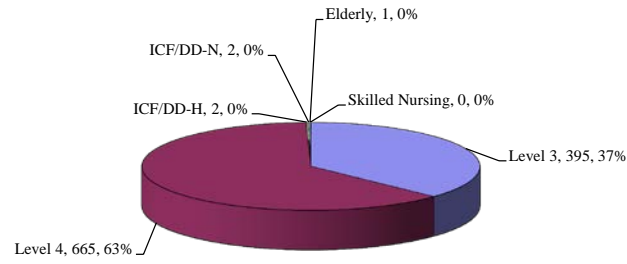
Licensed Facilities	Total	Over 18	Under 18
Level 2	461	461	0
Level 3	396	395	1
Level 4A	45	45	0
Level 4B	6	6	0
Level 4C	59	59	0
Level 4D	48	48	0
Level 4E	44	44	0
Level 4F	86	86	0
Level 4G	29	29	0
Level 4H	13	13	0
Level 4I	366	335	31
Elderly	1	1	0
ICF/DD-H	2	2	0
ICF/DD-N	2	2	0
ICF/DD	0	0	0
Skilled Nursing	0	0	0
Total	1,558	1,526	32

Licensed Facilities Summary	Total	Over 18	Under 18
Level 2	461	461	0
Level 3	396	395	1
Level 4	696	665	31
ICF/DD-H	2	2	0
ICF/DD-N	2	2	0
Elderly	1	1	0
Skilled Nursing	0	0	0
Total	1,558	1,526	32

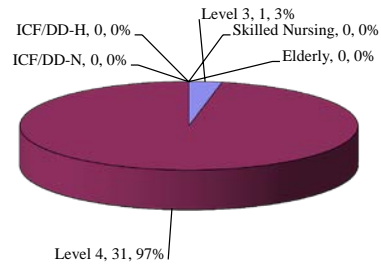
**Consumers Who Reside in Licensed Facilities
Services Funded by RCOC**



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



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





Operations Report, Fiscal Year 2014-15

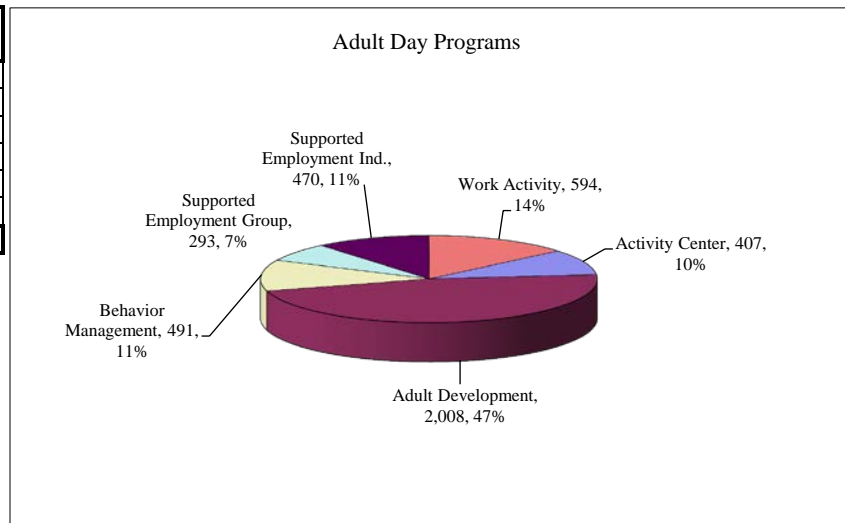
- WORK

Guiding Principle

Consumers have the opportunity and support to work in employment settings that are meaningful to them, that are valued by the community, and in which they are appropriately compensated.

As of December 31, 2014

	Consumers Over 18
Activity Center	407
Adult Development	2,008
Behavior Management	491
Supported Employment Group	293
Supported Employment Ind.	470
Work Activity	594
Total	4,263



Definitions:

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.

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.

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.

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.

Work Activity Program includes, but is not limited to, Work Activity centers or settings that provide support to consumers engaged in paid work and have demonstrated that the program is in compliance with Department of Rehabilitation certification standards or are accredited by CARF.



Operations Report, Fiscal Year 2014-15

- SERVICE PLANNING AND COORDINATION

Guiding Principle

Service Coordinators are caring and are knowledgeable and competent in service planning, coordination and resources.

Service planning and coordination is based on the understanding that consumers and families know what services and supports they need.

Person-centered planning is based upon choices and preferences and the identification of generic services and natural supports.

Services and supports assist consumers and their families to develop functional 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 their community.

July through December	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Number of Service Coordinators (SC)	241.0	240.0	238.0	237.0	236.0	237.0
Number of Case-carrying SCs	217.0	217.0	214.0	213.0	212.0	213.0
Number of Intake SCs	23.0	22.0	23.0	23.0	23.0	23.0
Number of State Developmental Center SCs	1.0	1.0	1.0	1.0	1.0	1.0
Number of Active Consumers	18,137	18,196	18,262	18,325	18,324	18,408
Caseload Ratio, Number of Active Consumers/SCs	83.6	83.9	85.3	86.0	86.4	86.4

January through June	Jan.	Feb.	Mar.	Apr.	May	June
Number of Service Coordinators (SC)						
Number of Case-carrying SCs						
Number of Intake SCs						
Number of State Developmental Center SCs						
Number of Active Consumers						
Caseload Ratio, Number of Active Consumers/SCs	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!



Operations Report, Fiscal Year 2014-15

- SERVICE PLANNING AND COORDINATION continued

Fair Hearing Monthly Summary

	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	Total
Number of Unsettled Hearing Requests*	22	17	14	13	12	17	0	0	0	0	0	0	95
Eligibility - Lanternman	4	4	2	4	5	10							29
Behavioral services	2	1	3	4	4	3							17
Respite	1	0	1	2	0	0							4
Day Care	0	0	0	0	0	0							0
ILS/SLS	3	3	1	0	0	0							7
Personal Assistance	2	0	0	0	0	0							2
Other**	10	9	7	3	3	4							36

* 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*	6	3	6	6	5	6	0	0	0	0	0	0	32
Eligibility - Lanternman	3	1	1	2	3	5							15
Eligibility - Early Start	0	0	0	1	2	0							3
Behavioral services	0	1	2	1	0	0							4
Respite	0	0	1	2	0	0							3
Day Care	0	0	0	0	0	0							0
Social/Recreational	0	0	0	0	0	0							0
Personal Assistance	0	0	0	0	0	0							0
Other**	3	1	2	0	1	1							8

* 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

Number of All Meetings Held	6	3	3	5	4	5	0	0	0	0	0	0	26
Number of Informal Meetings Held	2	3	0	3	2	4							14
Number of Mediations Held	4	0	2	2	1	1							10
Number of SLFHs Held	0	0	1	0	1	0							2

Number of Requests in Scheduling*	9	7	4	4	6	7	0	0	0	0	0	0	37
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* 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*	1	0	1	0	1	0	0	0	0	0	0	0	3
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* State Level Fair Hearing (SLFH) held but awaiting decision.

Number of Requests Settled	6	5	6	5	1	5	0	0	0	0	0	0	28
Withdrawn by Consumer/Family	0	2	2	1	0	1							6
Settled in Informal	1	0	0	0	0	2							3
Settled after further follow-up by RCOC	4	2	2	2	1	1							12
Settled in Mediation	1	0	2	1	0	0							4
SLFH Decision	0	1	0	1	0	1							3

State Level Fair Hearing Decisions

Prevailing Party													
Consumer/Family	0	0	0	0	0	1							1
RCOC	0	1	0	1	0	0							2
Split	0	0	0	0	0	0							0



Operations Report, Fiscal Year 2014-15

- ADMINISTRATION AND GOVERNANCE

Guiding Principle

The Regional Center will maximize all alternative sources of funding for necessary services and supports, including federal and generic funding.

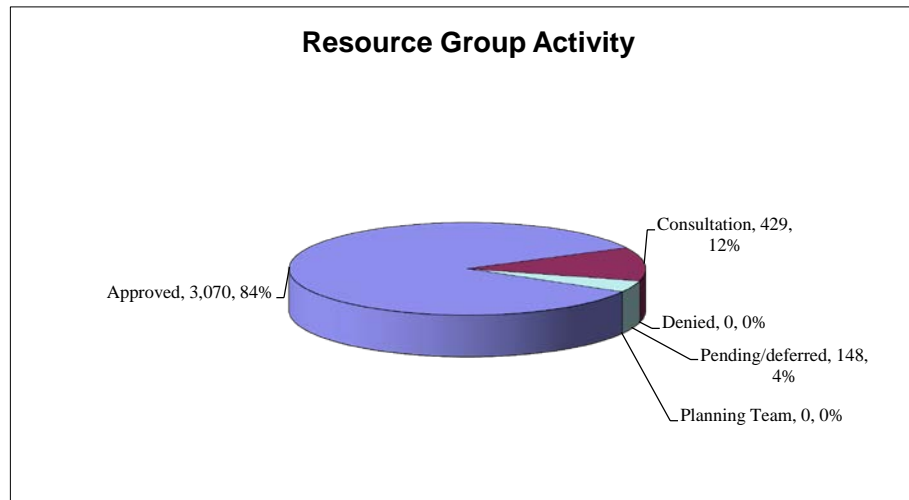
The public funds that support the service system are expended in a fashion that is cost-effective, consumer directed, consistent with good business practices, and that reflects careful stewardship.

The funding of services and supports to meet the needs of our consumers shall be based upon professional, qualified assessments conducted by the Regional Center or its designee(s).

Expenditures will reflect our principles.

Resource Group Activity for December 2014 and Fiscal Year to Date

Disposition	Adult Day	Behavioral	Education	Eligibility/ Health	Early Start	Living Options	Supported/ Ind. Living	All Others	Total	Fiscal Year 2014-15
Approved	477	481	1	253	858	164	186	650	3,070	18,317
Consultation	115	80	4	8	69	111	29	13	429	4,790
Denied	0	0	0	0	0	0	0	0	0	0
Pending/deferred	3	19	0	9	81	1	10	25	148	1,188
Planning Team	0	0	0	0	0	0	0	0	0	0
Total	595	580	5	270	1,008	276	225	688	3,647	24,295





Operations Report Summary - December 2014

Consumer Information	Early Start	Medicaid Waiver	All Other	State Developmental Center	Total	Under 18	Over 18
Number of Persons Served	2,700	7,170	8,560	85	18,515	8,888	9,627
Percentage of Total	15%	39%	46%	0%	100%	48%	52%

Children served in Prevention Resource and Referral Services	330		
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Consumers by Residence Status	All	Under 18	Over 18	Special Incident Investigations	Year to Date
Family Home	14,423	8,695	5,728	AWOL	33
Community Care Facility	1,624	52	1,572	Abuse	98
State Developmental Center	85	0	85	Neglect	63
Family Home Agency	78	0	78	Injury	56
Foster Home	107	100	7	Hospitalizations - Total	264
Intermediate Care Facility	797	11	786	Death	67
Independent Living	792	0	792	Victim of crime	17
Supported Living	439	0	439	Arrest	21
Skilled Nursing	90	0	90	Rights	4
Other	80	30	50		
Total	18,515	8,888	9,627	Total	623

Number of Licensed Facilities	Total	Under 18	Over 18	Licensed Facility Monitoring	Year to Date
Community Care Facilities				Annual Review	127
Level 2	87	0	87	Unannounced	168
Level 3	63	1	62	Total Number of Reviews	295
Level 4	143	18	125	Provider Trainings	0
Total Community Care Facilities	293	19	274	Technical Support	474
				Corrective Action Plan	43
Intermediate Care Facilities (ICF)				Number of Audits	15
ICF-DD	1				
ICF-DD/Habilitation	84			Amount of Recovery from Audits	\$174,195
ICF-DD/Nursing	35				
Total ICF Facilities	120				
Total Licensed Facilities	413				



Summary of Consumer Information - January 2015

NUMBER OF PERSONS SERVED	18,552	100%
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Children - Birth to Age Three Receiving Early Start Services	2,703	15%
Children - Ages Three to 17 Receiving Lanterman Services	6,183	33%
Adults - Ages 18 and Older Receiving Lanterman Services	9,666	52%

Children - Birth to Age Three Receiving Prevention Resource and Referral Services	314
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Children and Adults - Ages Three and Older Receiving Lanterman Services with the Following Diagnoses:

Intellectual Disability	11,458	73%
Epilepsy	2,878	18%
Cerebral Palsy	2,660	17%
Autism	4,957	31%
Fifth Category*	1,004	6%

* condition closely related to mental retardation and requiring similar treatment

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

NUMBER OF PERSONS REQUESTING ELIGIBILITY DETERMINATION	393
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Early Start / Under Age Three / 45 days to complete determination	343	87%
Lanterman / Over Age Three / 120 days to complete determination*	50	13%

* 21 children who had received Early Start services were determined eligible for Lanterman services.
Of these, 16 children had a diagnosis of autism.

NUMBER OF PERSONS DETERMINED ELIGIBLE	249
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Children - Birth to Age Three Eligible for Early Start Services	209
Children and Adults - Ages Three and Older Eligible for Lanterman Services	40

Children - Birth to Age Three Eligible for Prevention Resource and Referral Services	0
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NUMBER OF CHILDREN NO LONGER ELIGIBLE FOR EARLY START AND PREVENTION RESOURCE AND REFERRAL SERVICES	149
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Children - Age Three No Longer Eligible for Early Start Services	145
Children - Age Three No Longer Eligible for Prevention Resource and Referral Services	4

REGIONAL CENTER OF ORANGE COUNTY



OPERATIONS REPORT

JANUARY 2015 ACTIVITY

Mission Statement

Regional Center of Orange County, within the spirit and mandate of the Lanterman Act, shall assist persons with developmental disabilities, and their families, in securing and coordinating those services and supports which maximize opportunities and choices for living, working, learning and recreating in the community and which result in consumer satisfaction and quality services which stress human dignity and openness to innovation.



Operations Report, Fiscal Year 2014-15

- COMMUNITY LIFE

Guiding Principle

To live in the community is the preference of most individuals with developmental disabilities. However, inherent in this choice are risks. While affirming the dignity gained by the taking of risks, and the valuable learning provided by those opportunities, the Center is committed to the following:

- *Consumers and their families have knowledge of their healthcare needs, access to qualified medical communities, and support necessary to utilize recommended health services.*
- *Consumers and their families have knowledge of, access to and opportunity for participation in any community activities and resources of their choosing.*

Provider Monitoring, Technical Support and Special Incident Investigation Activities

Type and Number of Reviews	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Annual Review	24	12	15	29	19	28
Unannounced	43	19	20	31	21	34
<i>Total Number of Reviews</i>	<i>67</i>	<i>31</i>	<i>35</i>	<i>60</i>	<i>40</i>	<i>62</i>

Provider Trainings	0	0	0	0	0	0
Technical Support	85	88	67	71	78	85
Corrective Action Plan	7	5	13	11	1	6
Special Incident Investigation*	36	24	55	44	26	33

	Jan.	Feb.	Mar.	Apr.	May	June	Total
Annual Review	37						164
Unannounced	40						208
<i>Total Number of Reviews</i>	<i>77</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>372</i>

Provider Trainings	0						0
Technical Support	124						598
Corrective Action Plan	0						43
Special Incident Investigation*	27						245

* 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:

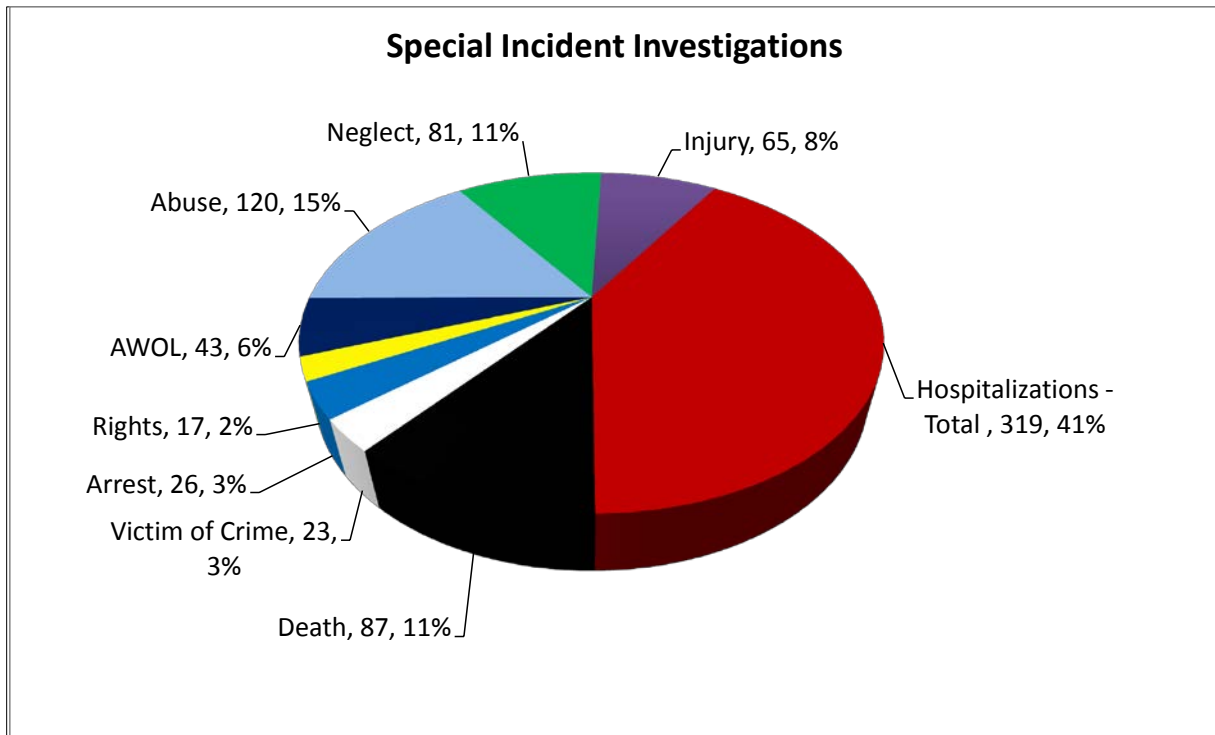
1. Robbery, including theft using a firearm, knife, or cutting instrument or other dangerous weapons or methods which force or threaten a victim;
2. Aggravated assault, including a physical attack on a victim using hands, fist, feet or a firearm, knife or cutting instrument or other dangerous weapon;
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 2014-15

Type of Incident	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
AWOL	7	6	1	5	8	6
Abuse	11	18	15	23	18	13
Neglect	7	8	21	8	9	10
Injury	10	7	11	12	8	8
Hospitalizations - Total	55	44	34	50	34	47
<i>Psychiatric</i>	16	9	14	7	8	14
<i>Medical</i>	39	35	20	43	26	33
Death	10	14	13	11	7	12
Victim of crime	2	4	3	1	3	4
Arrest	5	5	2	3	3	3
Rights	0	1	0	0	3	0
<i>Total</i>	<i>107</i>	<i>107</i>	<i>100</i>	<i>113</i>	<i>93</i>	<i>103</i>

Type of Incident	Jan.	Feb.	Mar.	Apr.	May	June	Total
AWOL	10						43
Abuse	22						120
Neglect	18						81
Injury	9						65
Hospitalizations - Total	55						319
<i>Psychiatric</i>	12						80
<i>Medical</i>	43						239
Death	20						87
Victim of Crime	6						23
Arrest	5						26
Rights	13						17
<i>Total</i>	<i>158</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>781</i>



- COMMUNITY LIFE continued

Guiding Principle

Provider Audits
Fiscal Year 2014-15

Number of Audits / Appeals / Recoveries

<i>Type of Audit</i>	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Service Billing	1	0	0	0	0	0
Staffing	0	0	0	0	6	0
Level 4I Consultant	0	0	1	1	1	0
P&I (consumer funds)	2	2	0	1	0	0
<i>Total Number of Audits</i>	3	2	1	2	7	0

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

State Appeal	0	0	1	0	0	0
Recovery	1	0	0	2	7	0

Audit Findings (Dollar Amount)

<i>Amount of Recovery</i>	\$4,305.45	\$0.00	\$0.00	\$2,913.88	\$166,976.00	\$0.00
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<i>Type of Audit</i>	Jan.	Feb.	Mar.	Apr.	May	June	Total
Service Billing	0						1
Staffing	0						6
Level 4I Consultant	0						3
P&I (consumer funds)	0						5
<i>Total Number of Audits</i>	0	0	0	0	0	0	15

Number of Appeals / Recoveries

State Appeal	0						1
Recovery	0						10

Audit Findings (Dollar Amount)

<i>Amount of Recovery</i>	\$0.00						\$174,195.33
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Operations Report, Fiscal Year 2014-15

- FAMILY SUPPORT

Guiding Principle

Families are the decision makers for their minor children and, when appropriate, for their adult children.

Family support services are flexible and innovative in meeting needs as they evolve over time, are tailored to the preferences of the individual family, and are consistent with their cultural norms and customs.

Family members of adults are supported when their ongoing involvement is preferred by the consumer.

Vouchers - Families Procure Their Own Services
Fiscal Year 2014-15

Number of Authorizations for Voucher Services

July through December	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Day Care - Family Member	102	123	117	116	130	127
Diapers - Family Member	4	5	4	4	4	4
Nursing Service - Family Member	33	36	34	31	38	35
Respite Service - Family Member	254	261	253	238	266	263
Transportation - Family Member	206	208	211	207	209	216
<i>Total Number of Voucher Authorizations</i>	599	633	619	596	647	645

Number of Authorizations for Voucher Services

January through June	Jan.	Feb.	Mar.	Apr.	May	June
Day Care - Family Member	128					
Diapers - Family Member	4					
Nursing Service - Family Member	37					
Respite Service - Family Member	266					
Transportation - Family Member	219					
<i>Total Number of Voucher Authorizations</i>	654	0	0	0	0	0



Operations Report, Fiscal Year 2014-15

- EARLY INTERVENTION / PREVENTION

Guiding Principle

Prevention and early intervention services, supports and public awareness activities are designed to prevent the onset of a disability, or to minimize the impact of the disability.

Consumers are provided the services and supports in a family-focused and collaborative fashion.

Developmental Screenings

July through December	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Referrals to:						
Regional Center of Orange County	12	27	32	20	32	19
School District	21	20	33	47	40	18
Physician	5	14	20	29	37	17
Mental Health	14	25	34	54	51	26
Rescreen	5	11	17	18	12	17
Dental	9	10	10	26	20	4
Optometrist	13	14	12	21	20	12
Insurance	0	0	3	3	2	4
Other	2	4	8	6	3	4
Total Number of Referrals	81	125	169	224	217	121

<i>Number of Children Screened</i>	56	85	98	120	126	67
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January through June	Jan.	Feb.	Mar.	Apr.	May	June	Total
Referrals to:							
Regional Center of Orange County	14						156
School District	4						183
Physician	4						126
Mental Health	8						212
Rescreen	3						83
Dental	3						82
Optometrist	9						101
Insurance	0						12
Other	1						28
Total Number of Referrals	46	0	0	0	0	0	983

<i>Number of Children Screened</i>	26						578
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Operations Report, Fiscal Year 2014-15

- LIVING OPTIONS

Guiding Principle

Consumers have choices on where and with whom they live.

Services and supports are provided so that consumers have choices on where and with whom they live, including owning or renting their own homes.

Practices are driven in the system by culturally preferred choices.

We believe that we should support families in keeping their children, both minors and those adults who choose to remain at home, as a priority for the allocation of limited regional center resources.

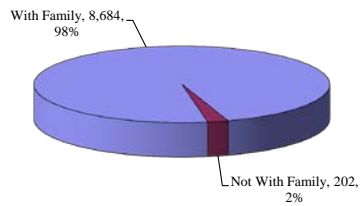
Consumers live in homes where they receive love and nurturing and where they can form relationships.

Families with children in out-of-home care receive the support necessary to remain involved in their children's lives.

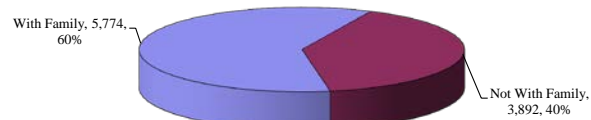
As of January 31, 2015

	Consumers All	Consumers Under 18	Consumers Over 18
With Family	14,458	8,684	5,774
Not With Family	4,094	202	3,892
Total	18,552	8,886	9,666

Where Consumers Under 18 Live



Where Consumers Over 18 Live



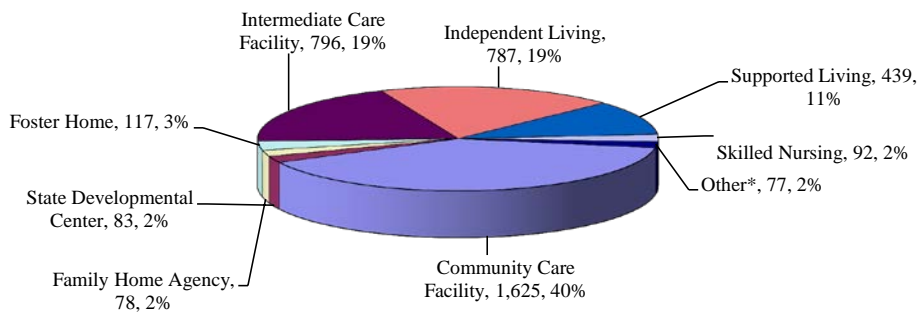
LIVING OPTIONS continued

As of January 31, 2015

	Consumers All	Consumers Under 18	Consumers Over 18
Family Home	14,458	8,684	5,774
Community Care Facility	1,625	51	1,574
State Developmental Center	83	0	83
Family Home Agency	78	0	78
Foster Home	117	111	6
Intermediate Care Facility	796	12	784
Independent Living	787	0	787
Supported Living	439	0	439
Skilled Nursing	92	0	92
Other*	77	28	49
Total	18,552	8,886	9,666

Other*			
Acute General Hospital	1	0	1
California Youth Authority	0	0	0
Community Treatment	0	0	0
Correctional Institution	0	0	0
County Jail	0	0	0
Other	0	0	0
Out of State	6	0	6
Psychiatric Treatment	3	0	3
Rehabilitation Center	4	0	4
SDC / State Hospital	0	0	0
Sub-Acute	57	28	29
Transient / Homeless	6	0	6
Total, Other*	77	28	49

Where Consumers Live When Not With Family





Operations Report, Fiscal Year 2014-15

LIVING OPTIONS continued

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

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 consumers in 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 adult consumers 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.

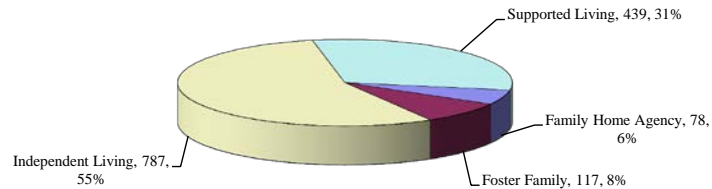
Supported Living

Supported Living Services (SLS) support consumers' efforts to live in their own homes.

As of January 31, 2015

Other Living Options	Total	Under 18	Over 18
Family Home Agency	78	0	78
Foster Family	117	111	6
Independent Living	787	0	787
Supported Living	439	0	439
Total	1,421	111	1,310

Other Living Options





Operations Report, Fiscal Year 2014-15

LIVING OPTIONS continued

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

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.



Operations Report, Fiscal Year 2014-15

LIVING OPTIONS continued

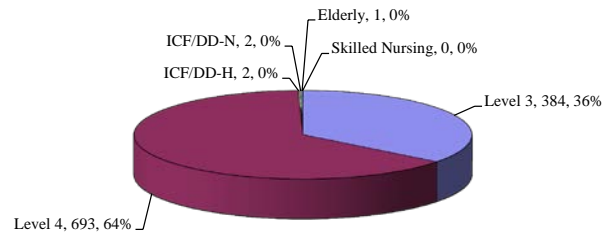
As of January 31, 2015

Consumers Who Reside in Licensed Facilities, Services Funded by RCOC

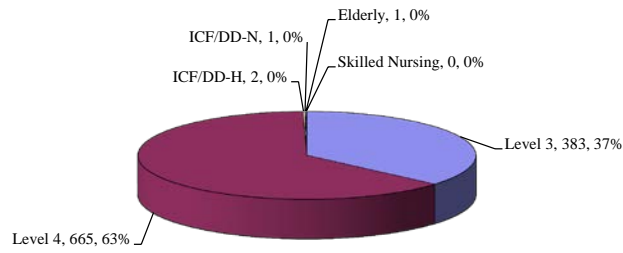
Licensed Facilities	Total	Over 18	Under 18
Level 2	457	457	0
Level 3	384	383	1
Level 4A	44	44	0
Level 4B	6	6	0
Level 4C	59	59	0
Level 4D	47	47	0
Level 4E	44	44	0
Level 4F	87	87	0
Level 4G	28	28	0
Level 4H	13	13	0
Level 4I	365	337	28
Elderly	1	1	0
ICF/DD-H	2	2	0
ICF/DD-N	2	1	1
ICF/DD	0	0	0
Skilled Nursing	0	0	0
Total	1,539	1,509	30

Licensed Facilities Summary	Total	Over 18	Under 18
Level 2	457	457	0
Level 3	384	383	1
Level 4	693	665	28
ICF/DD-H	2	2	0
ICF/DD-N	2	1	1
Elderly	1	1	0
Skilled Nursing	0	0	0
Total	1,539	1,509	30

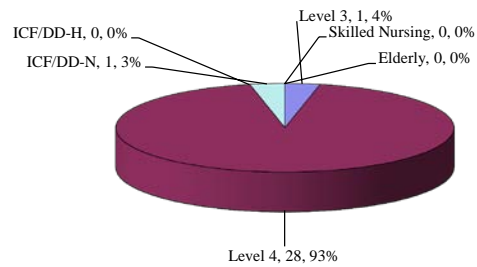
**Consumers Who Reside in Licensed Facilities
Services Funded by RCOC**



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



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





Operations Report, Fiscal Year 2014-15

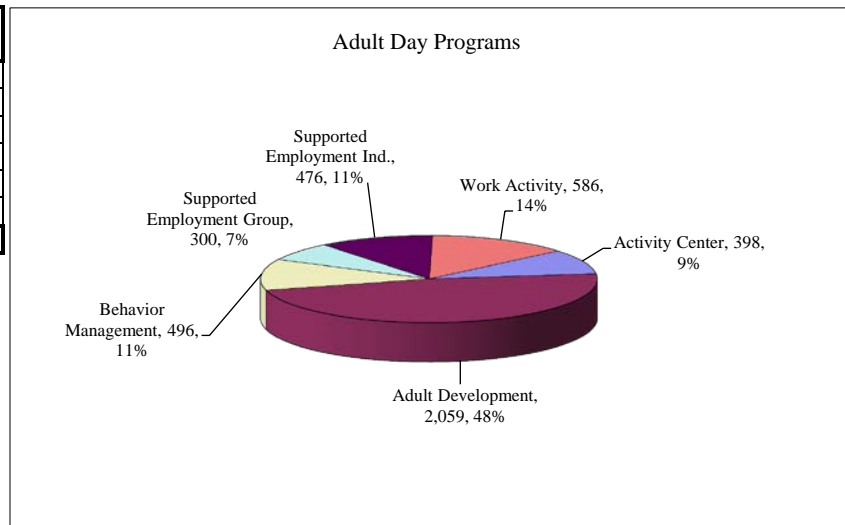
- WORK

Guiding Principle

Consumers have the opportunity and support to work in employment settings that are meaningful to them, that are valued by the community, and in which they are appropriately compensated.

As of January 31, 2015

	Consumers Over 18
Activity Center	398
Adult Development	2,059
Behavior Management	496
Supported Employment Group	300
Supported Employment Ind.	476
Work Activity	586
Total	4,315



Definitions:

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.

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.

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.

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.

Work Activity Program includes, but is not limited to, Work Activity centers or settings that provide support to consumers engaged in paid work and have demonstrated that the program is in compliance with Department of Rehabilitation certification standards or are accredited by CARF.



Operations Report, Fiscal Year 2014-15

- SERVICE PLANNING AND COORDINATION

Guiding Principle

Service Coordinators are caring and are knowledgeable and competent in service planning, coordination and resources.

Service planning and coordination is based on the understanding that consumers and families know what services and supports they need.

Person-centered planning is based upon choices and preferences and the identification of generic services and natural supports.

Services and supports assist consumers and their families to develop functional 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 their community.

July through December	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Number of Service Coordinators (SC)	241.0	240.0	238.0	237.0	236.0	237.0
Number of Case-carrying SCs	217.0	217.0	214.0	213.0	212.0	213.0
Number of Intake SCs	23.0	22.0	23.0	23.0	23.0	23.0
Number of State Developmental Center SCs	1.0	1.0	1.0	1.0	1.0	1.0
Number of Active Consumers	18,137	18,196	18,262	18,325	18,324	18,408
Caseload Ratio, Number of Active Consumers/SCs	83.6	83.9	85.3	86.0	86.4	86.4

January through June	Jan.	Feb.	Mar.	Apr.	May	June
Number of Service Coordinators (SC)	247.0					
Number of Case-carrying SCs	223.0					
Number of Intake SCs	23.0					
Number of State Developmental Center SCs	1.0					
Number of Active Consumers	18,447					
Caseload Ratio, Number of Active Consumers/SCs	82.7	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!



Operations Report, Fiscal Year 2014-15

- SERVICE PLANNING AND COORDINATION continued

Fair Hearing Monthly Summary

	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	Total
Number of Unsettled Hearing Requests*	22	17	14	13	12	17	16	0	0	0	0	0	111
Eligibility - Lanternman	4	4	2	4	5	10	9						38
Behavioral services	2	1	3	4	4	3	2						19
Respite	1	0	1	2	0	0	1						5
Day Care	0	0	0	0	0	0	1						1
ILS/SLS	3	3	1	0	0	0	0						7
Personal Assistance	2	0	0	0	0	0	0						2
Other**	10	9	7	3	3	4	3						39

* 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*	6	3	6	6	5	0	4	0	0	0	0	0	30
Eligibility - Lanternman	3	1	1	2	3	0	2						12
Eligibility - Early Start	0	0	0	1	2	0	0						3
Behavioral services	0	1	2	1	0	0	0						4
Respite	0	0	1	2	0	0	1						4
Day Care	0	0	0	0	0	0	1						1
Social/Recreational	0	0	0	0	0	0	0						0
Personal Assistance	0	0	0	0	0	0	0						0
Other**	3	1	2	0	1	0	0						7

* 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

Number of All Meetings Held	6	3	3	5	4	5	4	0	0	0	0	0	30
Number of Informal Meetings Held	2	3	0	3	2	4	2						16
Number of Mediations Held	4	0	2	2	1	1	1						11
Number of SLFHs Held	0	0	1	0	1	0	1						3

Number of Requests in Scheduling*	9	7	4	4	6	7	3	0	0	0	0	0	40
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* 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*	1	0	1	0	1	0	0	0	0	0	0	0	3
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* State Level Fair Hearing (SLFH) held but awaiting decision.

Number of Requests Settled	6	5	6	5	1	5	8	0	0	0	0	0	36
Withdrawn by Consumer/Family	0	2	2	1	0	1	4						10
Settled in Informal	1	0	0	0	0	2	1						4
Settled after further follow-up by RCOC	4	2	2	2	1	1	1						13
Settled in Mediation	1	0	2	1	0	0	1						5
SLFH Decision	0	1	0	1	0	1	1						4

State Level Fair Hearing Decisions

Prevailing Party													
Consumer/Family	0	0	0	0	0	1	0						1
RCOC	0	1	0	1	0	0	1						3
Split	0	0	0	0	0	0	0						0



Operations Report, Fiscal Year 2014-15

- ADMINISTRATION AND GOVERNANCE

Guiding Principle

The Regional Center will maximize all alternative sources of funding for necessary services and supports, including federal and generic funding.

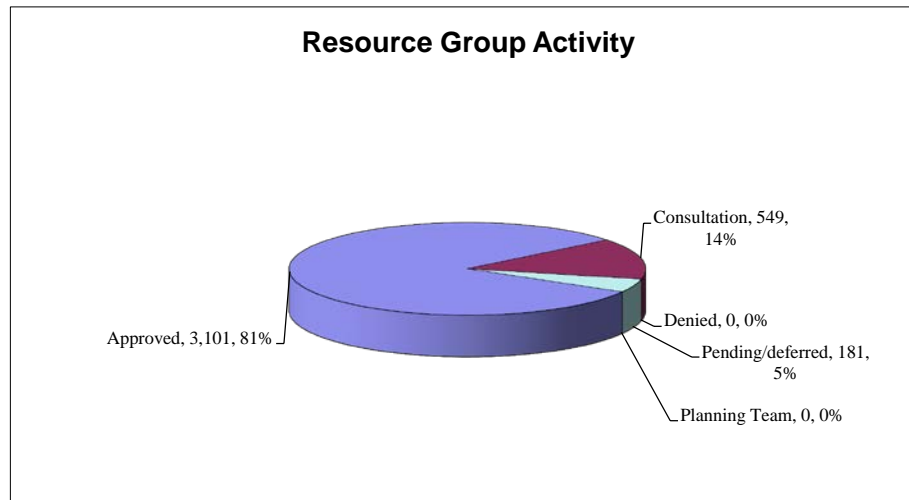
The public funds that support the service system are expended in a fashion that is cost-effective, consumer directed, consistent with good business practices, and that reflects careful stewardship.

The funding of services and supports to meet the needs of our consumers shall be based upon professional, qualified assessments conducted by the Regional Center or its designee(s).

Expenditures will reflect our principles.

Resource Group Activity for January 2015 and Fiscal Year to Date

Disposition	Adult Day	Behavioral	Education	Eligibility/ Health	Early Start	Living Options	Supported/ Ind. Living	All Others	Total	Fiscal Year 2014-15
Approved	378	611	2	263	921	176	165	585	3,101	21,457
Consultation	133	128	7	4	82	129	48	18	549	5,545
Denied	0	0	0	0	0	0	0	0	0	0
Pending/deferred	6	31	2	13	87	3	11	28	181	1,386
Planning Team	0	0	0	0	0	0	0	0	0	0
Total	517	770	11	280	1,090	308	224	631	3,831	28,388





Operations Report Summary - January 2015

Consumer Information	Early Start	Medicaid Waiver	All Other	State Developmental Center	Total	Under 18	Over 18
Number of Persons Served	2,703	7,224	8,542	83	18,552	8,886	9,666
Percentage of Total	15%	39%	46%	0%	100%	48%	52%

Children served in Prevention Resource and Referral Services	314		
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Consumers by Residence Status	All	Under 18	Over 18	Special Incident Investigations	Year to Date
Family Home	14,458	8,684	5,774	AWOL	43
Community Care Facility	1,625	51	1,574	Abuse	120
State Developmental Center	83	0	83	Neglect	81
Family Home Agency	78	0	78	Injury	65
Foster Home	117	111	6	Hospitalizations - Total	319
Intermediate Care Facility	796	12	784	Death	87
Independent Living	787	0	787	Victim of crime	23
Supported Living	439	0	439	Arrest	26
Skilled Nursing	92	0	92	Rights	17
Other	77	28	49		
Total	18,552	8,886	9,666	Total	781

Number of Licensed Facilities	Total	Under 18	Over 18	Licensed Facility Monitoring	Year to Date
Community Care Facilities				Annual Review	164
Level 2	87	0	87	Unannounced	208
Level 3	63	1	62	Total Number of Reviews	372
Level 4	145	18	127	Provider Trainings	0
Total Community Care Facilities	295	19	276	Technical Support	598
				Corrective Action Plan	43
Intermediate Care Facilities (ICF)				Number of Audits	15
ICF-DD	1				
ICF-DD/Habilitation	84			Amount of Recovery from Audits	\$174,195
ICF-DD/Nursing	36				
Total ICF Facilities	121				
Total Licensed Facilities	416				

Performance Contract Summary

RCOC 2/01/15	All	RCOC #	Goal	Percentage	# Attained
Developmental Center (DC)	18,542	83	81	0.45%	-2
Children in Foster Homes (FH)	8,884	111	112	1.25%	-1
Children Own Home Parent/Guardian	8,884	8,682	8700	97.73%	-18
Total # Children (FH,Parent/Guardian)	8,884	8,793	8,812	98.98%	-19
Adult FHA	9,575	78	88	0.81%	-10
Independent Living (IL)	9,575	787	793	8.22%	-6
Adults Residing Own Home - Parent	9,575	5,773	5,750	60.29%	23
Supported Living (SL)	9,575	437	440	4.56%	-3
Total # Adults (FHA, IL,Parent/Guardian, SL)	9,575	7,075	7,071	73.89%	4
Children Residing in a CCF (7+ beds)	8,884	4	0	0.05%	-4
Children Residing in a ICF (7+ beds)	8,884	1	0	0.01%	-1
Children Residing in a Nursing Facility (7+ beds)	8,884	0	0	0.00%	0
Total Children Residing in 7+ bed facilities	8,884	5	0	0.06%	-5
Adults Residing in a CCF (7+ beds)	9,575	177	160	1.85%	-17
Adults Residing in a ICF (7+ beds)	9,575	118	108	1.23%	-10
Adults Residing in a Nursing Facility (7+ beds)	9,575	91	86	0.95%	-5
Total Adults Residing in 7+ bed facilities	9,575	386	354	4.03%	-32
Total Individuals Over Age 3 with <=120 days	200	200	100.00%	100.00%	100.00%
Total Individuals Over Age 3 with 121-240 days	200	0	0.00%	0.00%	0.00%
Total Individuals Over Age 3 Over 240 days	200	0	0.00%	0.00%	0.00%
Adults with Paid Work in Community	9,575	18%	22%		
Adults with Integrated Employment Goal	9,575	30%	38%		
Adults Who Desire Paid Employment	9,575	46%	50%		

Performance Contract 2015 Cover Sheet



= 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 2015

I. Developmental Center

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

	Percentage	All consumers	Consumers in DC			
Statewide Average	0.47%	272,999	1,275			
RCOC Public Hearing 8/20/2014	0.51%	18,112	93	Goal	%	# Attained
RCOC 2/01/15	0.45%	18,542	83	81	0.45%	-2
Analysis as of Public Hearing	RCOC % of DD population		6.63%	RCOC % of DC population		7.29%

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 for FYs 2013-2014 and 2014-2015.

Progress: In FY 2013/2014 RCOC has moved 8 consumers from the Developmental Centers into the community. During Public Meetings in August 2014, RCOC had 93 or 0.51% in Developmental Centers.

Number of Consumers Residing DCs



	Total Active Caseload	Goal	DC	%	Number Attained
Jan-15	18,507	81	85	0.46%	-4
Feb-15	18,542	81	83	0.45%	-2
Mar-15		81			
Apr-15		81			
May-15		81			
Jun-15		81			
Jul-15		81			
Aug-15		81			
Sep-15		81			
Oct-15		81			
Nov-15		81			
Dec-15		81			





Performance Contract 2015

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

Planned Activities

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

Objectives: Service Coordinators continue to identify, publicize and facilitate access to supports and services for children with developmental disabilities who are considered at risk for out-of-home placement. RCOC will hold an annual presentation on supports for consumers including residential and vocational (day services) and other generic resources.

- Continue to assess current supports and services.
- RCOC will work with the Orange County community in an effort to support programs, training and services that are designed to provide equal access to child care for children with special needs
- Continue to develop innovative resources for children 0-3 years old (i.e., respite placement).
- RCOC will ensure that consumers 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 assure that families receive full information about the developmental needs of the consumer and services available.
- RCOC will assure that consumers and their caregivers receive complete assessments and have opportunity to ask questions, advocate, and access services. To be evaluated and monitored by a NCI survey of consumers and their caregivers.

Progress: A. During public meetings, RCOC had 92, or 1.05%, children caseload in foster homes.

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

	Percentage	All children consumers	Consumers in FH			
Statewide Average	2.26%	128,774	2,905			
RCOC Public Hearing 8/20/2014	1.05%	8,724	92	Goal	%	# Attained
RCOC 2/01/15	1.25%	8,884	111	112	1.25%	-1
Analysis as of Public Hearing	RCOC % of DD population		6.77%	RCOC % of FH population		3.17%

	Total Children Status 1&2	Goal	Child Consumers in Foster Homes	%	Number Attained
Jan-15	8,886	112	100	1.13%	-12
Feb-15	8,884	112	111	1.25%	-1
Mar-15		112			
Apr-15		112			
May-15		112			
Jun-15		112			
Jul-15		112			
Aug-15		112			
Sep-15		112			
Oct-15		112			
Nov-15		112			
Dec-15		112			

Below Goal

Progress: B. During public meetings, RCOC had 8,543, or 97.93%, of children caseload in own home-parent/guardian.

Number and % of regional center children caseload in own home-

	Percentage	All children consumers	Consumers in own home Parent/Guardian			
Statewide Average	96.77%	128,774	124,610			
RCOC Public Hearing 8/20/2014	97.93%	8,724	8,543	Goal	%	# Attained
RCOC 2/01/15	97.73%	8,884	8,682	8,700	97.73%	-18
Analysis as of Public Hearing	RCOC % of DD population		6.77%	RCOC % of FH population		6.86%



	Total Children Status 1&2	Goal	Consumers in own home Parent/Guardian	%	Number Attained
Jan-15	8,886	8,700	8,693	97.83%	-7
Feb-15	8,884	8,700	8,682	97.73%	-18
Mar-15		8,700			
Apr-15		8,700			
May-15		8,700			
Jun-15		8,700			
Jul-15		8,700			
Aug-15		8,700			
Sep-15		8,700			
Oct-15		8,700			
Nov-15		8,700			
Dec-15		8,700			



Progress: C. During public meetings, RCOC had 8,635, or 98.98%, of children caseload in homes.

Total number and % of regional center children caseload in

	Percentage	All children consumers	Total Number Children Consumers in Homes			
Statewide Average	99.02%	128,774	127,515			
RCOC Public Hearing 8/20/2014	98.98%	8,724	8,635	Goal	%	# Attained
RCOC 2/01/15	98.98%	8,884	8,793	8,812	98.98%	-19
Analysis as of Public Hearing	RCOC % of DD population		6.77%	RCOC % of FH population		6.77%

	Total Children Status 1&2	Goal	Total Number Children Consumers in Homes	%	Number Attained
Jan-15	8,886	8,812	8,793	98.95%	-19
Feb-15	8,884	8,812	8,793	98.98%	-19
Mar-15		8,812			
Apr-15		8,812			
May-15		8,812			
Jun-15		8,812			
Jul-15		8,812			
Aug-15		8,812			
Sep-15		8,812			
Oct-15		8,812			
Nov-15		8,812			
Dec-15		8,812			

Below Goal

Performance Contract 2015

III. Adults Residing in Home Settings

Planned Activities

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

Objective: Using the Person Centered Individual Program Planning process, Service Coordinators will continue to identify regional center adult consumers 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 successionary maintenance and transitional plans in the event of temporary illness/incapacity and transfer of ownership in their Program Design.
- RCOC will ensure that consumers are provided opportunities for safety awareness training on a regular and as needed basis.
- Review and revise services, e.g. respite and family support.
- RCOC will assure that consumers and their caregivers receive complete assessments and have opportunity to ask questions, advocate, and access services. To be evaluated and monitored by a NCI survey of consumers and their caregivers.

Progress: A. During public meetings, RCOC had 75, or 0.81%, of adult caseload residing in Adult FHA.

A. Total number and % of regional center adult caseload residing in Adult FHA

	Percentage	Total Adult consumers status 2	Consumers in Adult FHA			
Statewide Average	0.87%	142,950	1,248			
RCOC Public Hearing 8/20/2014	0.81%	9,295	75	Goal	%	# Attained
RCOC 2/01/15	0.81%	9,575	78	88	0.81%	-10
Analysis as of Public Hearing	RCOC % of DD population		6.50%	RCOC % of FH population		6.01%

**Below
Goal**

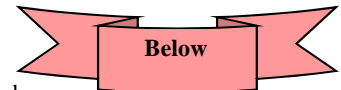
	Total Adults Status 2	Goal	Consumers in Adult FHA	%	Number Attained
Jan-15	9,536	88	78	0.82%	-10
Feb-15	9,575	88	78	0.81%	-10
Mar-15		88			
Apr-15		88			
May-15		88			
Jun-15		88			
Jul-15		88			
Aug-15		88			
Sep-15		88			
Oct-15		88			
Nov-15		88			
Dec-15		88			

Progress: B. During public meetings, RCOC had 781, or 8.40%, of adult caseload residing in independent living.

Total number and % of regional center adult caseload residing in independent living

	Percentage	Total Adult consumers status 2	Consumers in Independent Living			
Statewide Average	11.52%	142,950	16,468			
RCOC Public Hearing 8/20/2014	8.40%	9,295	781	Goal	%	# Attained
RCOC 2/01/15	8.22%	9,575	787	793	8.22%	-6
Analysis as of Public Hearing	RCOC % of DD population		6.50%	RCOC % of FH population		4.74%

	Total Adults Status 2	Goal	Consumers in Independent Living	%	Number Attained
Jan-15	9,536	793	792	8.31%	-1
Feb-15	9,575	793	787	8.22%	-6
Mar-15		793			
Apr-15		793			
May-15		793			
Jun-15		793			
Jul-15		793			
Aug-15		793			
Sep-15		793			
Oct-15		793			
Nov-15		793			
Dec-15		793			



Progress: C. During public meetings, RCOC had 5520, or 59.39%, of adult caseload residing in own home-parent.

Total number and % of regional center adult caseload residing in own home-parent

	Percentage	Total Adult consumers status 2	Consumers Residing Own Home - Parent			
Statewide Average	58.91%	142,950	84,217			
RCOC Public Hearing 8/20/2014	59.39%	9,295	5,520	Goal	%	# Attained
RCOC 2/01/15	60.29%	9,575	5,773	5,750	60.29%	23
Analysis as of Public Hearing	RCOC % of DD population		6.50%	RCOC % of FH population		6.55%



	Total Adults Status 2	Goal	Consumers Residing Own Home - Parent	%	Number Attained
Jan-15	9,536	5,750	5,728	60.07%	-22
Feb-15	9,575	5,750	5,773	60.29%	23
Mar-15		5,750			
Apr-15		5,750			
May-15		5,750			
Jun-15		5,750			
Jul-15		5,750			
Aug-15		5,750			
Sep-15		5,750			
Oct-15		5,750			
Nov-15		5,750			
Dec-15		5,750			



Progress: D. During public meetings, RCOC had 428, or 4.60%, of adult caseload residing in supported living.

Total number and % of regional center adult caseload residing in supported living

	Percentage	Total Adult consumers status 2	Consumers Residing Supported Living			
Statewide Average	5.63%	142,950	8,052			
RCOC Public Hearing 8/20/2014	4.60%	9,295	428	Goal	%	# Attained
RCOC 2/01/15	4.56%	9,575	437	440	4.56%	-3
Analysis as of Public Hearing	RCOC % of DD population		6.50%	RCOC % of FH population		5.32%

	Total Adults Status 2	Goal	Consumers Residing Supported Living	%	Number Attained
Jan-15	9,536	440	437	4.58%	-3
Feb-15	9,575	440	437	4.56%	-3
Mar-15		440			
Apr-15		440			
May-15		440			
Jun-15		440			
Jul-15		440			
Aug-15		440			
Sep-15		440			
Oct-15		440			
Nov-15		440			
Dec-15		440			



Progress: E. During public meetings, RCOC had 6,804, or 73.20%, of adult caseload residing in home-settings.

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

	Percentage	Total Adult consumers status 2	Total Number Consumers Home Settings			
Statewide Average	76.94%	142,950	109,985			
RCOC Public Hearing 8/20/2014	73.20%	9,295	6,804	Goal	%	# Attained
RCOC 2/01/15	73.89%	9,575	7,075	7,071	73.89%	4
Analysis as of Public Hearing	RCOC % of DD population		6.50%	RCOC % of FH population		6.19%

Met Goal

	Total Adults Status 2	Goal	Total Number Consumers Home Settings	%	Number Attained
Jan-15	9,536	7,071	7,035	73.77%	-36
Feb-15	9,575	7,071	7,075	73.89%	4
Mar-15		7,071			
Apr-15		7,071			
May-15		7,071			
Jun-15		7,071			
Jul-15		7,071			
Aug-15		7,071			
Sep-15		7,071			
Oct-15		7,071			
Nov-15		7,071			
Dec-15		7,071			



Performance Contract 2015

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

Planned Activities

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

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

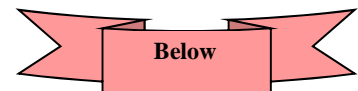
- RCOC will continue seeking appropriate placement in smaller facilities for these children and to support creative services and supports which would allow placement in existing small facilities, as well as development of new small facilities as needed, utilizing appropriate services and supports to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

Progress: A. During public meetings, RCOC had 1, or 0.01%, of children caseload residing in a 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 caseload residing in a CCF (7+ beds)

	Percentage	Total Children consumers status 1 & 2	Children Residing in a CCF (7+ beds)			
Statewide Average	0.02%	128,774	27			
RCOC Public Hearing 8/20/2014	0.01%	8,724	1	Goal	%	# Attained
RCOC 2/01/15	0.05%	8,884	4	0	0.05%	-4
Analysis as of Public Hearing	RCOC % of DD population		6.77%	RCOC % of FH population		3.70%

	Total Children consumers status 1&2	Goal	Children Residing in a CCF (7+ beds)	%	Number Attained
Jan-15	8,886	0	3	0.03%	-3
Feb-15	8,884	0	4	0.05%	-4
Mar-15		0			
Apr-15		0			
May-15		0			
Jun-15		0			
Jul-15		0			
Aug-15		0			
Sep-15		0			
Oct-15		0			
Nov-15		0			
Dec-15		0			



Progress: B. During public meetings, RCOC had 1, or 0.01%, of children caseload residing in an ICF (7+ beds). Placements to 7+ bed ICF facilities are at family request and/or due to specialized services.

Total number and % of regional center children caseload residing in an ICF (7+ beds)

	Percentage	Total Children consumers status 1 & 2	Children Residing in a ICF (7+ beds)			
Statewide Average	0.04%	128,774	49			
RCOC Public Hearing 8/20/2014	0.01%	8,724	1	Goal	%	# Attained
RCOC 2/01/15	0.01%	8,884	1	0	0.01%	-1
Analysis as of Public Hearing	RCOC % of DD population		6.77%	RCOC % of FH population		2.04%



	Total Children consumers status 1&2	Goal	Children Residing in a ICF (7+ beds)	%	Number Attained
Jan-15	8,886	0	1	0.01%	-1
Feb-15	8,884	0	1	0.01%	-1
Mar-15		0			
Apr-15		0			
May-15		0			
Jun-15		0			
Jul-15		0			
Aug-15		0			
Sep-15		0			
Oct-15		0			
Nov-15		0			
Dec-15		0			



Progress: C. During public meetings, RCOC had 0, or 0.00%, of children caseload residing in a nursing facility. Placements to nursing facilities are at family request and/or due to specialized services.

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

	Percentage	Total Children consumers status 1 & 2	Children Residing in a Nursing Facility (7+ beds)			
Statewide Average	0.01%	128,774	7			
RCOC Public Hearing 8/20/2014	0.00%	8,724	0	Goal	%	# Attained
RCOC 2/01/15	0.00%	8,884	0	0	0.00%	0
Analysis as of Public Hearing	RCOC % of DD population		6.77%	RCOC % of FH population		0.00%



	Total Children consumers status 1&2	Goal	Children Residing in a Nursing Facility (7+ beds)	%	Number Attained
Jan-15	8,886	0	0	0.00%	0
Feb-15	8,884	0	0	0.00%	0
Mar-15		0			
Apr-15		0			
May-15		0			
Jun-15		0			
Jul-15		0			
Aug-15		0			
Sep-15		0			
Oct-15		0			
Nov-15		0			
Dec-15		0			



Progress: D. During public meetings, RCOC had 2, or 0.02%, of children caseload residing in a facility with 7+ beds. Placements to 7+ bed facilities are at family request and/or due to specialized services.

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

	Percentage	Total Children consumers status 1 & 2	Total Children Residing in 7+ bed facilities			
Statewide Average	0.06%	128,774	83			
RCOC Public Hearing 8/20/2014	0.02%	8,724	2	Goal	%	# Attained
RCOC 2/01/15	0.06%	8,884	5	0	0.06%	-5
Analysis as of Public Hearing	RCOC % of DD population		6.77%	RCOC % of FH population		2.41%



	Total Children consumers status 1&2	Goal	Total Children Residing in 7+ bed facilities	%	Number Attained
Jan-15	8,886	0	4	0.05%	-4
Feb-15	8,884	0	5	0.06%	-5
Mar-15		0			
Apr-15		0			
May-15		0			
Jun-15		0			
Jul-15		0			
Aug-15		0			
Sep-15		0			
Oct-15		0			
Nov-15		0			
Dec-15		0			



Performance Contract 2015

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

Planned Activities

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

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

- RCOC will continue seeking appropriate placement in smaller facilities for these consumers 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 consumers.
- RCOC will adhere to Trailer Bill Language relating to the use of larger residential facilities to insure the least restrictive environment is supported.

Progress: A. During public meetings, RCOC had 164, or 1.76%, of adult caseload residing in a CCF (7+ beds). Placements to 7+ bed facilities are at family request and/or due to specialized services. RCOC also has several long-term care providers with facilities in this category. RCOC will continue to work with these vendors to implement Trailer Bill Language regarding use of these programs.

A. Total number and % of regional center adult caseload residing in a CCF (7+ beds)

	Percentage	Total Adult consumers status 2	Adults Residing in a CCF (7+ beds)			
Statewide Average	1.50%	142,950	2,145			
RCOC Public Hearing 8/20/2014	1.76%	9,295	164	Goal	%	# Attained
RCOC 2/01/15	1.85%	9,575	177	160	1.85%	-17
Analysis as of Public Hearing		RCOC % of DD population	6.50%	RCOC % of FH population	7.65%	



	Total Adults Status 2	Goal	Adults Residing in a CCF (7+ beds)	%	Number Attained
Jan-15	9,536	160	175	1.84%	-15
Feb-15	9,575	160	177	1.85%	-17
Mar-15		160			
Apr-15		160			
May-15		160			
Jun-15		160			
Jul-15		160			
Aug-15		160			
Sep-15		160			
Oct-15		160			
Nov-15		160			
Dec-15		160			

Progress: B. During public meetings, RCOC had 120, or 1.29%, of adult caseload residing in an ICF (7+ beds). Placements to 7+ bed facilities are at family request and/or due to specialized services.

Total number and % of regional center adult caseload residing in an ICF (7+ beds)

	Percentage	Total Adult consumers status 2	Adults Residing in a ICF (7+ beds)			
Statewide Average	0.75%	142,950	1,073			
RCOC Public Hearing 8/20/2014	1.29%	9,295	120	Goal	%	# Attained
RCOC 2/01/15	1.23%	9,575	118	108	1.23%	-10
Analysis as of Public Hearing	RCOC % of DD population		6.50%	RCOC % of FH population		11.18%



	Total Adults Status 2	Goal	Adults Residing in a ICF (7+ beds)	%	Number Attained
Jan-15	9,536	108	117	1.23%	-9
Feb-15	9,575	108	118	1.23%	-10
Mar-15		108			
Apr-15		108			
May-15		108			
Jun-15		108			
Jul-15		108			
Aug-15		108			
Sep-15		108			
Oct-15		108			
Nov-15		108			
Dec-15		108			

Progress: C. During public meetings, RCOC had 90, or .97%, of adult caseload residing in a nursing facility. Placements to nursing facilities are at family request and/or due to specialized services.

Total number and % of regional center adult caseload residing in a nursing facility

	Percentage	Total Adult consumers status 2	Adults Residing in a Nursing Facility (7+ beds)			
Statewide Average	0.78%	142,950	1,115			
RCOC Public Hearing 8/20/2014	0.97%	9,295	90	Goal	%	# Attained
RCOC 2/01/15	0.95%	9,575	91	86	0.95%	-5
Analysis as of Public Hearing	RCOC % of DD population		6.50%	RCOC % of FH population		8.07%

	Total Adults Status 2	Goal	Adults Residing in a Nursing Facility (7+ beds)	%	Number Attained
Jan-15	9,536	86	89	0.93%	-3
Feb-15	9,575	86	91	0.95%	-5
Mar-15		86			
Apr-15		86			
May-15		86			
Jun-15		86			
Jul-15		86			
Aug-15		86			
Sep-15		86			
Oct-15		86			
Nov-15		86			
Dec-15		86			



Progress: D. During public meetings, RCOC had 374, or 4.02%, of adult caseload residing in a facility with 7+ beds. Placements to 7+ bed facilities are at family request and/or due to specialized services.

Total number and % of regional center adult caseload residing in a facility with 7+ beds
(This is a total of sections A, B and C above).

	Percentage	Total Adult consumers status 2	Total Adults Residing in 7+ bed facilities			
Statewide Average	3.03%	142,950	4,333			
RCOC Public Hearing 8/20/2014	4.02%	9,295	374	Goal	%	# Attained
RCOC 2/01/15	4.03%	9,575	386	354	4.03%	-32
Analysis as of Public Hearing	RCOC % of DD population		6.50%	RCOC % of FH population		8.63%

	Total Adults Status 2	Goal	Total Adults Residing in 7+ bed facilities	%	Number Attained
Jan-15	9,536	354	381	4.00%	-27
Feb-15	9,575	354	386	4.03%	-32
Mar-15		354			
Apr-15		354			
May-15		354			
Jun-15		354			
Jul-15		354			
Aug-15		354			
Sep-15		354			
Oct-15		354			
Nov-15		354			
Dec-15		354			





Performance Contract 2015

Planned Activities

Statement: Management and Service Coordinator staff receive a monthly report on the duration individuals ages 3 and over 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 consumers 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 184, 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	98.02%	4,852	4,756		
RCOC Public Hearing 8/20/14	100.00%	184	184		
RCOC 2/01/15	100.00%	200	200	100.00%	100.00%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 with <=120 days	% Attained
Jan-15	198	100.00%	198	100.00%
Feb-15	200	100.00%	200	100.00%
Mar-15		100.00%		
Apr-15		100.00%		
May-15		100.00%		
Jun-15		100.00%		
Jul-15		100.00%		
Aug-15		100.00%		
Sep-15		100.00%		
Oct-15		100.00%		
Nov-15		100.00%		
Dec-15		100.00%		

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 Individuals Age 3 or Over	Total Number Individuals Over Age 3 with 121- 240 days		
Statewide Average	1.77%	4,852	86		
RCOC Public Hearing 8/20/14	0.00%	184	0	Goal	% Attained
RCOC 2/01/2015	0.00%	200	0	0.00%	0.00%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 with 121- 240 days	%
Jan-15	198	0.00%	0	0.00%
Feb-15	200	0.00%	0	0.00%
Mar-15		0.00%		
Apr-15		0.00%		
May-15		0.00%		
Jun-15		0.00%		
Jul-15		0.00%		
Aug-15		0.00%		
Sep-15		0.00%		
Oct-15		0.00%		
Nov-15		0.00%		
Dec-15		0.00%		

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		
Statewide Average	0.21%	4,852	10		
RCOC Public Hearing 8/20/14	0.00%	184	0	Goal	%
RCOC 2/01/15	0.00%	200	0	0.00%	0.00%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 Over 240 days	% Attained
Jan-15	198	0.00%	0	0.00%
Feb-15	200	0.00%	0	0.00%
Mar-15		0.00%		
Apr-15		0.00%		
May-15		0.00%		
Jun-15		0.00%		
Jul-15		0.00%		
Aug-15		0.00%		
Sep-15		0.00%		
Oct-15		0.00%		
Nov-15		0.00%		
Dec-15		0.00%		



Performance Contract 2015

Planned Activities

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

Objective: RCOC will implement its Employment First Policy by providing consumers 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.

Progress: A. Results from the National Core Indicators Consumer Surveys conducted in FY 2010/2011 indicated that 10% of consumers interviewed reported having a paid job in the community. In FY 2011/2012, 18% of the consumers interviewed reported having a paid job in the community.

A. Percentage of adults who reported having a paid job in a community-based setting (e.g.,

	Percentage	
RCOC FY 10/11	10%	Goal
RCOC FY 11/12	18%	
RCOC FY 14/15*	22%	



*NOTE: Consumer surveys are being conducted again in FY 14/15



Progress: B. Results from the National Core Indicators Consumer Surveys conducted in FY 2010/2011 indicated that 22% of the consumers interviewed reported having integrated employment as an goal in their IPP. In FY 2011/2012, 30% of the consumers interviewed reporting having integrated employment as a goal in their IPP.

B. Percentage of adults who reported having integrated employment as a goal in the IPP.

	Percentage	
RCOC FY 10/11	22%	
RCOC FY 11/12	30%	Goal
RCOC FY 14/15*		38%



*NOTE: Consumer surveys are being conducted again in FY 14/15



Progress: C. Results from the National Core Indicators Consumer Surveys conducted in FY 2010/2011 indicated that 40% of the consumers interviewed who did not have a job in the community, reported wanting one. In FY 2011/2012, 46% of the consumers interviewed who did not have a job in the community, reported wanting one.

C. Percentage of adults without a job in the community who reported wanting one.

	Percentage	
RCOC FY 10/11	40%	Goal
RCOC FY 11/12	46%	
RCOC FY 14/15*	50%	



*NOTE: Consumer surveys are being conducted again in FY 14/15

**Regional Center of Orange County
Vendor Advisory Committee
January 13, 2015
Minutes**

Members:

Adult Behavior Management Programs

Chair, Nancy Cross, present

Co-Chair, Member Pending

Adult Day Programs

Chair, Denise Simpson, present

Co-Chair, Member Pending

Adult Family Home/Foster Family Agency

Chair, Mark Antenucci, present

Co-Chair, Marie Aguilera, absent

Behavior Services

Chair, Linda Seppala, present

Co-Chair, Erin McNerney, absent

Community Care Facilities

Chair, Rebekah Hayes, absent

Co-Chair, Brandon Peñalosa, present

Early Intervention

Chair, Pam Alexander, present

Co-Chair, Tiffany Bauer, absent

Habilitation

Chair, Tim Chervenak, present

Co-Chair, Roland Fernandez, absent

Independent/Supported Living

Chair, Jasmin Botello, absent

Co-Chair, Ian Pesigan, absent

Intermediate Care Facilities

Member Pending

Support Services/Allied Health

Chair, Gabriella Strauss, present

Co-Chair, Masharne Townsend, present

Liaisons:

CalOptima

Laura Grigoruk, present

Fairview Developmental Center

Member Pending

Orange County Transit Authority

Robert Gebo, present

Vendor Advisory Committee Minutes
January 13, 2015

RCOC Staff Present: Larry Landauer, Executive Director
Bette Baber, Chief Financial Officer
Nicole Barrios, Training and Organizational Specialist
Lonny Keefover, Adult Resources Coordinator
Jack Stanton, Consumer and Community Resources Manager
Marta Vasquez, Controller
Sean Watson, Risk Manager, Quality Assurance
Janis White, Chief Operating Officer

Guests: Linda Callaghan, Westview Services
Sherry Diamond, IRT
Esteban Fernandez, 24Hour Homecare
Donna Koenig, Oxford Healthcare
Christina Lizaola-Barela, Premier Healthcare
Amy Mahajan, AccentCare, Inc.
Hector Navarro, Progressive
Nate Peterson, MV Transportation
Angela Rodriguez, Social Vocational Services
Mandy Speakman, Easter Seals
Yvette Staggs, UCP
April Stewart, 24Hour Homecare

I. Call to Order

Mr. Mark Antenucci, VAC Chairperson, called the meeting to order at 2:05 p.m.

II. RCOC Update

Mr. Landauer distributed two letters from the Department of Developmental Services (DDS). The DDS letter, dated December 3, 2014, provided guidance to regional center directors on the 5.82% rate increase, effective January 1, 2015, for personal assistance, supported living and in-home respite agency services authorized by the Developmental Services Budget Trailer Bill, SB 856, enacted on June 20, 2014. The DDS letter, dated January 6, 2015, updated regional center directors that the United States District Court in Washington, D.C., issued a temporary restraining order staying the revised definition of “companionship services” until January 15, 2015. As such, the 5.82% rate increase will not go into effect at this time.

Mr. Landauer stated that a public meeting on RCOC’s Purchase of Service (POS) expenditure data will be held on February 5, 2015, at RCOC. Welfare and Institutions Code section 4519.5 mandates that regional centers post POS authorization, utilization and expenditure data on an annual basis. Regional centers are also mandated to meet with stakeholders in a public forum after posting the data on their websites.

Mr. Landauer reported that the Spotlight Awards will be held on March 20, 2015. The Spotlight Awards is an annual event to recognize people and organizations that stand out as role models of selfless service and dedicated advocacy in working with people with developmental disabilities.

III. Board Report

A. Board Meeting Action Items

Mr. Antenucci reported that the Board of Directors will meet on January 15, 2015. Mr. Antenucci mentioned that several action items are on the agenda including the following:

1. Approval of Contract and Budget Amendment A-2, Fiscal Year 2014-15
2. Approval of Hector Navarro as Member of Vendor Advisory Committee and Co-Chairperson of Adult Day Programs Subcommittee

IV. Community Forum

No community members addressed the committee during Community Forum.

V. Consumer Advisory Team (CAT) Report

Mr. Jack Stanton stated that the Consumer Advisory Team met on December 17, 2014. The Team enjoyed a holiday celebration.

VI. Liaison Reports

A. CalOptima – Laura Grigoruk

Ms. Laura Grigoruk reported that CalOptima now has approximately 691,000 members. Ms. Grigoruk stated that Cal MediConnect is projected to launch in July 2015. CalOptima is partnering with community agencies to host a series of Behavioral Health Forums. Providers and community-based agencies are welcome to attend. The forums will provide information on how to access mental health resources.

B. Fairview State Developmental Center (FSDC) – Representation Pending

A representative has not yet been identified and no report was provided.

C. Orange County Transportation Authority (OCTA) – Robert Gebo

Mr. Robert Gebo stated that every two years, or 250,000 miles, OCTA ACCESS retires ACCESS buses. Mr. Gebo shared that OCTA will receive 130 new paratransit buses in the next few months. The new buses have a different configuration from the older buses.

The vehicle is a little shorter and there is an extra step for boarding. Mr. Gebo reported that OCTA is updating its ride reservation system to allow riders to book trips online or via their smart phones. The system is projected to launch by June 30, 2015. The 2015 Special Olympics World Games open on July 25, 2015, in Los Angeles. Over 7,000 athletes from around the world are expected to participate. Several cities in Orange County will host athletes during the games. A vendor representative posed a question to Mr. Gebo about sensitivity training for OCTA ACCESS drivers. Mr. Gebo stated that all OCTA ACCESS employees receive 20 hours of sensitivity training. Riders or their representatives can call OCTA's customer service if there is an issue with a particular driver.

VII. Member Reports

A. Adult Behavior Management – Nancy Cross

Ms. Nancy Cross reported that the group discussed the service capacity of Adult Behavior Management programs in South Orange County and the need to ensure that services are available when consumers need them.

B. Adult Day Programs – Denise Simpson

Ms. Denise Simpson stated that group discussed Employment First. Ms. Simpson stated that Adult Day programs hope to continue building relationships with businesses to create job opportunities for the individuals we serve.

C. Adult Family Home/Foster Family Agency (AFHA/FFA) – Mark Antenucci

Mr. Antenucci reported that the group did not meet in December. No report was given.

D. Behavior Services – Linda Seppala

Ms. Linda Seppala reported that the group discussed continuity of care as children and adolescents transition to the Medi-Cal funding of behavioral health services. The group also discussed the revision of RCOC's progress report template. A revised template is currently being piloted.

E. Community Care Facilities (CCF) – Brandon Peñalosa

Mr. Brandon Peñalosa stated that the group discussed the RCOC Provider Review process.

F. Early Intervention – Pam Alexander

Ms. Pam Alexander reported that the group discussed the restoration of Early Start eligibility criteria. The group also discussed vendor rates.

G. Habilitation – Tim Chervenak

Mr. Tim Chervenak reported that the group discussed Employment First. Members of the Habilitation group also stated that they would like to see more representation in their group of Supported Employment vendors.

H. Independent Living/Supported Living (IL/SL) – Jasmin Botello (absent)

No report was given.

I. Intermediate Care Facilities (ICF) – Representation Pending

A representative has not yet been identified and no report was provided.

J. Support Services/Allied Health – Gabriella Strauss

Ms. Gabriella Strauss reported that the group did not meet in December. No report was given.

VIII. Tailored Day Services

Ms. Marta Vasquez reported on the program design requirements for vendors interested in providing Tailored Day Services for RCOG consumers.

IX. Vendor Rates Task Force Status Update

Mr. Antenucci reported that the task force is in the process of finalizing a survey that will be distributed to all RCOG vendors. The survey will capture information on which categories of vendors are impacted by the current vendor rates and how vendors are impacted by those rates. The group will meet directly following the VAC meeting.

X. Adjournment

Mr. Antenucci adjourned the meeting at 3:09 p.m.

The next scheduled VAC meeting is Tuesday, February 10, 2015.

Recorder: Nicole Barrios

**Regional Center of Orange County
Vendor Advisory Committee
February 10, 2015
Minutes**

Members:

Adult Behavior Management Programs

Chair, Nancy Cross, present

Co-Chair, Member Pending

Adult Day Programs

Chair, Denise Simpson, present

Co-Chair, Hector Navarro, absent

Adult Family Home/Foster Family Agency

Chair, Mark Antenucci, present

Co-Chair, Marie Aguilera, absent

Behavior Services

Chair, Linda Seppala, present

Co-Chair, Erin McNerney, absent

Community Care Facilities

Chair, Rebekah Hayes, absent

Co-Chair, Brandon Peñalosa, absent

Early Intervention

Chair, Pam Alexander, absent

Co-Chair, Tiffany Bauer, present

Habilitation

Chair, Tim Chervenak, present

Co-Chair, Roland Fernandez, present

Independent/Supported Living

Chair, Jasmin Botello, absent

Co-Chair, Ian Pesigan, absent

Intermediate Care Facilities

Member Pending

Support Services/Allied Health

Chair, Gabriella Strauss, present

Co-Chair, Masharne Townsend, present

Liaisons:

CalOptima

Laura Grigoruk, absent

Fairview Developmental Center

Member Pending

Orange County Transit Authority

Robert Gebo, present

Vendor Advisory Committee Minutes
February 10, 2015

RCOC Staff Present: Larry Landauer, Executive Director
Bette Baber, Chief Financial Officer
Nicole Barrios, Training and Organizational Specialist
Shernan Hidalgo, Living Options Resource Group Coordinator
Jack Stanton, Consumer and Community Resources Manager
Sean Watson, Risk Manager, Quality Assurance
Janis White, Chief Operating Officer

Guests: Boyd Bradshaw, HCDD Inc.
Linda Callaghan, Westview Services
Sherry Diamond, IRT
Michael Foster, Shella Care Management
Mary Hicks, Mercedes Diaz Homes
Kathleen Kolenda, Easter Seals
Brian Koontz, Premier Healthcare
Christine Lizaola-Barela, Premier Healthcare
Neal McDowell, Premier Healthcare
Ella Montes, BHH Respite Services
Flavio Montes, BHH Respite Services
Nate Peterson, MV Transportation
Janice Retz, Independent Endeavor
Ron Rozen, Mercedes Diaz Homes
Alex Saldana, Oxford Healthcare
Joey Shiraishi, AccentCare
Yvette Staggs, UCP-OC
Bob Stevens, Cambrian Homecare
April Stewart, 24Hour Homecare
Justin Trott, Premier Healthcare
Stacey Tsuboi, UCP-OC
Jennifer Ward, Maxim Healthcare
Minaya Wright, Integrity House

I. Call to Order

Mr. Mark Antenucci, VAC Chairperson, called the meeting to order at 2:04 p.m.

II. Announcement

Ms. Minaya Wright, Integrity House, announced that the Spotlight Awards will occur on March 20, 2015, from 6:00 to 11:00 p.m., at Embassy Suites-Anaheim South in the City of Garden Grove. Tickets can be purchased for \$45.00. Sponsorship Tables are \$1,000.00 for ten tickets. The Spotlight Awards is an annual event to recognize people and organizations that stand out as role models of selfless service and dedicated advocacy in working with people with developmental disabilities.

III. RCOC Update

Mr. Landauer stated that a public meeting on RCOC's Purchase of Service (POS) expenditure data was held on February 5, 2015, at RCOC. Welfare and Institutions Code section 4519.5 mandates that regional centers post POS authorization, utilization and expenditure data on an annual basis. Regional centers are also mandated to meet with stakeholders in a public forum after posting the data on their websites.

IV. Board Report

A. Board Meeting Action Items

Mr. Antenucci reported that the Board of Directors met on January 15, 2015. Mr. Antenucci mentioned that several action items were on the agenda including the following:

1. Approval of Hector Navarro as Member of Vendor Advisory Committee and Co-Chairperson of Adult Day Programs Subcommittee

The Board of Directors' approved Hector Navarro as Member of Vendor Advisory Committee and Co-Chairperson of Adult Day Programs Subcommittee. Mr. Antenucci stated that the Board Recruitment and Training Committee is currently recruiting applicants from the Hispanic community for RCOC Board Membership.

V. Community Forum

No community members addressed the committee during Community Forum.

VI. Consumer Advisory Team (CAT) Report

Mr. Jack Stanton stated that the Consumer Advisory Team met on January 21, 2015. RCOC's Consumer Advocate, Mr. Jyusse Corey, presented on the Achieving a Better Life Experience (ABLE) Act.

VII. Liaison Reports

A. CalOptima – Laura Grigoruk (absent)

No report was given.

B. Fairview State Developmental Center (FSDC) – Representation Pending

A representative has not yet been identified and no report was provided.

C. Orange County Transportation Authority (OCTA) – Robert Gebo

Mr. Robert Gebo stated that the 2015 Special Olympics World Games open on July 25, 2015, in Los Angeles. Over 7,000 athletes from around the world are expected to participate. Several cities in Orange County will host athletes during the games. OCTA ACCESS will be available to provide transportation for athletes to the Los Angeles County line. Groups that will require transportation during the World Games should notify OCTA as soon as possible.

VIII. Member Reports

A. Adult Behavior Management – Nancy Cross

Ms. Nancy Cross reported that the group did not meet. No report was given.

B. Adult Day Programs – Denise Simpson

Ms. Denise Simpson stated that North Orange County Community College District will hold an informational meeting entitled “Life After High School” on March 27, 2015, from 10:00 a.m. to 12:30 p.m., at Cypress College.

C. Adult Family Home/Foster Family Agency (AFHA/FFA) – Mark Antenucci

Mr. Antenucci reported that the group discussed recruiting and training individuals who are interested in becoming AFHA/FFA providers.

D. Behavior Services – Linda Seppala

Ms. Linda Seppala reported that the group discussed continuity of care as children and adolescents transition to the Medi-Cal funding of behavioral health services. The group also discussed RCOC’s guidelines for evaluating behavior services vendors.

E. Community Care Facilities (CCF) – Rebekah Hayes (absent)

In Ms. Rebekah Hayes’ absence, Mr. Stanton stated that the group discussed direct care staff training certificates. Each direct care staff person employed in a licensed community care facility that receives regional center funding is required to complete two, 35-hour competency-based training courses approved by the Department of Developmental Services (DDS).

F. Early Intervention – Tiffany Bauer

Ms. Tiffany Bauer stated that the group discussed the challenges of scheduling make-up sessions.

G. Habilitation – Tim Chervenak

Mr. Chervenak reported that the group did not meet. No report was given.

H. Independent Living/Supported Living (IL/SL) – Jasmin Botello (absent)

In Ms. Jasmin Botello's absence, Ms. Janice Retz, reported that the group discussed self-advocacy for consumers. Ms. Retz stated that Ms. Botello has resigned as chair of the Independent Living/Supported Living group. The group has nominated Ms. Retz as the new chair.

I. Intermediate Care Facilities (ICF) – Representation Pending

A representative has not yet been identified and no report was provided.

J. Support Services/Allied Health – Gabriella Strauss

Ms. Gabriella Strauss reported that Dr. Peter Himber, RCOC's Chief Medical Officer, presented to the group on this year's flu season. Ms. Strauss stated that the group discussed how labor laws are affecting vendors.

IX. Employee Paid Sick Leave

Mr. Mark Antenucci stated that the Healthy Workplace/Healthy Families Act of 2014 mandates that employees who work in California for 30 or more days within a year from the beginning of employment are entitled to paid sick leave. Paid sick leave accrues at the rate of one hour per every 30 hours worked. This law goes into effect on July 1, 2015.

X. Vendor Rates Task Force Status Update

Mr. Antenucci reported that the task force has finalized a vendor survey that will be distributed to all RCOC vendors. The survey will measure how current reimbursement rates are impacting service provision. The task force will analyze and summarize the survey results.

XI. Independent Audit Mandate for Vendors

Mr. Antenucci stated that in 2011, the Lanterman Act was amended to require vendors that receive more than or equal to \$250,000.00 during the entity's fiscal year to obtain an independent audit or independent review report of its financial statements for the period. Mr. Antenucci reported that Senators Jim Beall and Bob Huff have been asked to introduce legislation to change the fiscal audit requirement so that only vendors that receive more than \$2 million are required to obtain an audit. Mr. Boyd Bradshaw, provider and Developmental Services Task Force Member, reported that over the past four years, DDS has received less than one hundred fiscal audits from vendors with deficiencies and they have been minor in nature. According to Mr. Bradshaw, the fiscal audits have not resulted in savings. In addition, the audits can become a financial burden for vendors.

XII. Other

Dr. Janis White announced that there will be a presentation on recent advances in autism research on February 19, 2015, from 4:00 to 8:00 p.m., at RCOC. The presentation will be given by Dr. David Amaral, Ph.D., research director at the MIND Institute, an affiliate of University of California, Davis.

Mr. Stanton stated that RCOC will host a Tour of Living Options on April 1, 2015, from 1:00 to 4:30 p.m. Consumers and their families will have an opportunity to preview a variety of living options, including residential group homes, apartment living with supports, and Adult Family Home settings.

XIII. Adjournment

Mr. Antenucci adjourned the meeting at 2:49 p.m.

The next scheduled VAC meeting is Tuesday, March 10, 2015.

Recorder: Nicole Barrios

REGIONAL CENTER OF ORANGE COUNTY
BOARD OF DIRECTORS
AGENDA ITEM DETAIL SHEET

DATE: March 5, 2015

TO: RCOC Board of Directors

FROM: Mark Antenucci, Chair
Vendor Advisory Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: **Approval of Janice Retz as Member of Vendor Advisory Committee and Chairperson of Independent/Supported Living Subcommittee for the Term Commencing March 5, 2015 and Ending May 30, 2015**

BACKGROUND:

RCOC's Board of Directors appoints the members of the Vendor Advisory Committee, pursuant to Welfare and Institutions Code §4622(i), which states:

"The governing board shall appoint an advisory committee composed of a wide variety of persons representing the various categories of providers from which the regional center purchases client services. The advisory committee shall provide advice, guidance, recommendations, and technical assistance to the regional center board in order to assist the regional center in carrying out its mandated functions. The advisory committee shall designate one of its members to serve as a member of the regional center board."

REASON FOR CURRENT ITEM:

The Independent/Supported Living Subcommittee of RCOC's Vendor Advisory Committee had previously selected as chair Ms. Jasmin Botello from L.I.F.E. Ms. Botello has stepped down from this position and the Subcommittee has elected Ms. Janice Retz, from Independent Endeavor, to act as Chairperson, see attachment. The term of membership is March 5, 2015 to May 30, 2015.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

That the Board approve the Vendor Advisory Committee membership as presented.

AGENDA ITEM: III.F.1.

Attachment for Agenda Item III.F.1.

VENDOR ADVISORY COMMITTEE

NOMINATION FOR MEMBERSHIP

<p><u>Independent/Supported Living Subcommittee</u></p> <p>Janice Retz</p> <p>Independent Endeavor, Inc.</p>	<p>Ms. Retz serves as Executive Director of Independent Endeavor, Inc., providing independent and supportive living services to individuals in the community for over 15 years. She works tirelessly to ensure that those she serves become as independent and successful in life as possible. Ms. Retz believes in the importance of building social networks, becoming involved within the community, and being active as the keys to leading an independent and fulfilling life. She strives to engage everyone she meets to overcome small challenges as well as major ones.</p>
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**Regional Center of Orange County
Policies and Outcomes Committee
January 20, 2015
Minutes**

Committee Members Present:

Cliff Amsden, Chairperson
Cristina Alba (via phone)
Luke Franck
Hilda Sramek

Committee Members Absent:

Meena Chockalingam

Other Board Members Present:

Alan Martin
Tresa Oliveri

Corporate Counsel Present:

Lois Bobak, Esq.

RCOC Staff Members Present:

Bette Baber, Chief Financial Officer
LeeAnn Christian, Chief Clinical Officer
Larry Landauer, Executive Director

Mr. Amsden called the meeting to order at 6:09 p.m.

I. Governance Policies

A. Annual Review of Whistleblower Policy

The Committee reviewed the policy and discussed possible revisions.

M/S/C/ to recommend that the Board approve revisions to the Whistleblower Policy as discussed.

RCOC Policies and Outcomes Committee Minutes
January 20, 2015

The Committee also discussed the processes related to the Whistleblower Policy and the importance of linking the processes, including contact information, to the policy. At its next meeting, the Committee will review the related processes.

B. Biennial Review of Policies on Governance

The Committee reviewed the policy and discussed possible revisions.

M/S/C/ to recommend that the Board approve revisions to the Policies on Governance as discussed.

C. Biennial Review of Executive Limitations Policies

The Committee reviewed the policy. There were no recommendations for revision.

D. Biennial Review of the Policy on Executive Performance and Monitoring

The Committee reviewed the policy and discussed possible revisions.

M/S/C/ to recommend that the Board approve revisions to the Policy on Executive Performance and Monitoring as discussed.

E. Biennial Review of Purchase of Service Policy

The Committee reviewed the policy and discussed possible revisions. It was decided that the addition of relevant RCOC Guiding Principles should be added to the policy, particularly those related to cultural sensitivity. As such, the Committee will review a revised version of the Purchase of Service Policy, which includes Guiding Principles, at its next meeting.

II. Outcomes

A. National Core Indicators (NCI) Update

Dr. LeeAnn Christian reported that she and Mr. Jud Robert, NCI Advisory Council Co-Chairperson, presented to the San Gabriel/Pomona Regional Center's Board of Directors in September 2014. Dr. Christian and Ms. Renee Kurjiaka from the Department of Developmental Services (DDS) will present to the State Council on Developmental Disabilities on March 25, 2015.

Mr. Larry Landauer and Dr. Christian will be attending a DDS NCI Stakeholder meeting tentatively scheduled for March 18, 2015. Mr. Landauer will also be leading an ARCA NCI Task Force meeting scheduled for March 19, 2015.

The NCI Advisory Council is meeting on January 22, 2015.

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January 20, 2015

B. Employment First Update

Mr. Landauer stated that there was nothing new to report since Dr. Janis White provided an update at the Board of Directors' meeting on January 15, 2015.

III. Community Forum

No community members were present.

Mr. Amsden adjourned the meeting at 7:04 p.m.

Recorder: LeeAnn Christian

REGIONAL CENTER OF ORANGE COUNTY
BOARD OF DIRECTORS
AGENDA ITEM DETAIL SHEET

DATE: March 5, 2015

TO: RCOC Board of Directors

FROM: Clifford Amsden, Chair
Policies and Outcomes Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: **Approval of Revisions to the Whistleblower Policy**

BACKGROUND:

The Policies and Outcomes Committee is charged with reviewing and/or drafting policies that are necessary to meet the organization's Mission. The committee is also charged with annually reviewing certain policies for their continued usefulness and clarity. At its meeting on January 20, 2015, the Policies and Outcomes Committee reviewed the Whistleblower Policy.

REASON FOR CURRENT ITEM:

After review, the Policies and Outcomes Committee recommends that the Board approve the revisions to the Whistleblower Policy as indicated in the attachment.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

That the Board approve the revisions to the Whistleblower Policy as presented.

Attachment for Agenda Item III.G.1

XIV. WHISTLEBLOWER POLICY

POLICY

It is the policy of the Regional Center of Orange County (RCOC) that employees, board members, consumers/families, and the vendor community have notice of and the opportunity to report alleged improper ~~RCOC regional center~~ and improper vendor/contractor activity through a whistleblower complaint process.

Regional centers are contractually required to have a Board approved Whistleblower Policy, Article I, Section 18, of the Department of Developmental Services (DDS) contract with regional centers. Improper regional center activity and improper vendor/contractor activity is defined in the DDS' contract with regional centers as:

- An “improper regional center activity” means an activity by a regional center, or an employee, officer, or board member of a regional center, in the conduct of regional center business, that is a violation of a state or federal law or regulation; violation of contract provisions; fraud or fiscal malfeasance; misuse of government property; or constitutes gross misconduct, incompetency, or inefficiency.*
- An “improper vendor/contractor activity” means an activity by a vendor/contractor, or an employee, officer, or board member of a vendor/contractor, in the provision of DDS funded services, that is a violation of a state or federal law or regulation; violation of contract provisions; fraud or fiscal malfeasance; misuse of government property; or constitutes gross misconduct, incompetency, or inefficiency.*

~~The Regional Center~~ RCOC and the Department of Developmental Services (DDS) have a variety of complaint and appeal processes available to vendor/contractors, agencies, facilities, parents, and consumers. These include: Consumer Rights Complaints, Early Start Complaints, Due Process Requests, Mediation Conference Requests, Lanternman Act, Fair Hearing Requests, Title 17 Complaints, Citizen Complaints and Comments and Vendor Appeals. Each of these complaint and appeal processes has separate and distinct procedures for resolution. This policy relates only to ~~Regional Center~~ RCOC and Vendor/Contractor Whistleblower Complaints as described above.

Nothing in this policy shall dissuade or prohibit complaints of alleged improper activity to be made using the ~~other foregoing~~ complaint or appeal processes or other less formal means to make such complaints known.

Confidentiality

The investigating party will make every effort to maintain the confidentiality of a complainant making a whistleblower complaint if the complainant requests confidentiality. However, in the rare circumstances where the investigating party is unable to maintain confidentiality due to its

statutory responsibilities (including ensuring the health and safety of consumers and RCOC ~~regional-center~~ contract compliance), the investigating party will attempt to inform the complainant of its need to disclose certain information prior to releasing identifying information. Additionally, the identity of the complainant may be revealed to appropriate law enforcement agencies conducting a criminal investigation.

No Retaliation

This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns about alleged improper RCOC ~~regional-center~~ and vendor/contractor activities and to permit an investigating party the opportunity to investigate and take appropriate action.

No person who reports a violation of this policy shall suffer harassment, retaliation or adverse employment consequences. ~~The regional-center~~ RCOC's Executive Committee will investigate complaints of retaliation following an established process. An employee who harasses or retaliates against someone who has reported a violation in good faith is subject to discipline up to and including immediate termination of employment.

Notification Requirements

RCOC's Whistleblower Policy, along with the DDS Whistleblower Complaint Process are posted on ~~the regional-center's~~ RCOC's website. Notification of both ~~the regional-center~~ RCOC's policy and DDS' Whistleblower Complaint Process will be provided annually to employees, board members, consumers/families and the vendor community.

PROCEDURE

A Whistleblower Complaint about alleged improper ~~regional-center~~ RCOC or vendor/contractor activity may be filed by contacting any of the following:

- RCOC's Directors which includes: Executive Director, Chief Clinical Officer, Chief Financial Officer, and Chief Operating Officer.
- RCOC's Board of Directors Executive Committee which includes: RCOC Board Chairperson, Vice Chair, Secretary, Treasurer and Corporate Counsel.
- Members of the Board of Directors of Regional Center of Orange County. Contact may be made by phone call or e-mail through the RCOC Executive Assistant to the Board, or attendance at a board meeting.
- Department of Developmental Services - Community Operations Division or the Community Services and Supports Division (for Early Start program services)

RCOC ~~The regional-center~~ will utilize an established process to investigate and take appropriate action on complaints, including complaints of retaliation. An initial review process will

determine the appropriate venue for the complaint which could result in referral to another entity or process as described in the “Policy” section.

A Whistleblower Complaint shall contain a clear and concise statement of the alleged improper activity and any evidence to support the allegation. If a name, or other information (e.g., witness or document), is not provided that clearly identifies the person alleged to have acted improperly, and ~~the regional center or vendor/contractor~~ where that person works, the investigating party may not have sufficient information to investigate. Original documents should be provided when submitting written information. The submitting party should keep copies of all submitted documents for their records.

Although complaints may be filed anonymously, if insufficient information is provided and the investigating party has no means to contact the complainant, it may not be possible to investigate the allegation.

Employees with questions about this policy should contact the Human Resources Manager or a member of the Executive Committee.

GUIDING PRINCIPLES

- 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 careful stewardship.
- The governing Board of the Regional Center of Orange County is representative of and accountable to the community served by RCOC.
- RCOC Board of Directors will be actively involved in the organization (i.e., attendance and participation). The Board provides appropriate support to maximize effective participation by all its members.
- RCOC aspires to the highest standards of ethical conduct: doing what we say; reporting information with accuracy and transparency; and maintaining full compliance with the laws, rules and regulations that govern RCOC’s business.

REGIONAL CENTER OF ORANGE COUNTY
BOARD OF DIRECTORS
AGENDA ITEM DETAIL SHEET

DATE: March 5, 2015

TO: RCOC Board of Directors

FROM: Clifford Amsden, Chair
Policies and Outcomes Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: **Approval of Revisions to the Policy on Executive Performance and Monitoring**

BACKGROUND:

The Policies and Outcomes Committee is charged with reviewing and/or drafting policies that are necessary to meet the organization's Mission. The committee is also charged with annually reviewing certain policies for their continued usefulness and clarity. At its meeting on January 20, 2015, the Policies and Outcomes Committee reviewed the Policy on Executive Performance and Monitoring.

REASON FOR CURRENT ITEM:

After review, the Policies and Outcomes Committee recommends that the Board approve the revisions to the Policy on Executive Performance and Monitoring as indicated in the attachment.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

That the Board approve the revisions to the Executive Performance and Monitoring as presented.

Attachment for Agenda Item III.G.2

V. POLICY ON EXECUTIVE PERFORMANCE AND MONITORING

The Regional Center of Orange County (RCOC) Board of Directors will track executive performance by monitoring in such a way as to have systematic assurance of policy compliance, yet leave the Board free to concentrate most of its time on creating the future rather than checking the past. To those ends, the Board's approach to monitoring will be based on its governance philosophy and carried out in a relatively automatic way. The Board will monitor those agency characteristics which it has addressed ahead of time in explicit statements of policy. The purpose of such monitoring is simply to determine, in fact, if ~~the~~ Board policies are being met. Since the Board speaks to the executive through "ends" policies and "executive limitation" policies, monitoring finds whether ends are being achieved and limitations are being followed.

Monitoring will occur in one or a combination of the following activities:

- Internal Reports: Periodic reports from the Executive Director to the Board.
- External Judges: Auditors, site inspectors, or other external assessors shall be retained to answer certain monitoring questions.
- ~~Government Agency~~ Audits by governmental agencies – draft and final.

Each policy of the Board in "ends" and "executive limitations" categories shall be classified by the Board according to the frequency and method of monitoring.

Policy Category	Method	Frequency
Protection of assets	External judge (audit)	Annual
Financial condition	Internal report	Every Board Meeting
	External judge (audit)	Annual
Compensation and benefits	Internal report	Annual
Employee protection	Internal report	Annual
Sufficiency of Allocation Report	Internal report	Every Board Meeting
Adherence to Guiding Principles		
Operations Report	Internal report	Every Board Meeting
• Community Life		
• Family Support		
• Early Intervention/Prevention		
• Living Options		
• Work		
• Service Planning and Coordination		
• Administration and Governance		
National Core Indicators Survey Results	Internal Report	Annual

Attachment for Agenda Item III.G.2

~~Government Agency Audits~~ by Governmental Agencies

Department of Developmental Services (DDS) Fiscal Audit	<u>Biennial</u>
DDS/Department of Health Care Services Medicaid Waiver Audit	<u>Annual</u>
DDS/Federal Early Start Audit	<u>Annual</u>
DDS, <u>Family Home Agency</u> /Foster <u>Family Agency</u> Audit	<u>Annual</u>

REGIONAL CENTER OF ORANGE COUNTY
BOARD OF DIRECTORS
AGENDA ITEM DETAIL SHEET

DATE: March 5, 2015

TO: RCOC Board of Directors

FROM: Clifford Amsden, Chair
Policies and Outcomes Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: **Approval of Revisions to the Policies on Governance**

BACKGROUND:

The Policies and Outcomes Committee is charged with reviewing and/or drafting policies that are necessary to meet the organization's Mission. The committee is also charged with annually reviewing certain policies for their continued usefulness and clarity. At its meeting on January 20, 2015, the Policies and Outcomes Committee reviewed the Policies on Governance.

REASON FOR CURRENT ITEM:

After review, the Policies and Outcomes Committee recommends that the Board approve the revisions to the Policies on Governance as indicated on page 3 of 5 in the attachment where "strategic plan" was revised to say "strategic planning".

FISCAL IMPACT:

None.

RECOMMENDATIONS:

That the Board approve the revisions to the Policies on Governance as presented.

Attachment for Agenda Item III.G.3

III. POLICIES ON GOVERNANCE

- A. **Policy on Leadership.** The Board of Directors (also referred to as Directors in this policy) and management staff of the Regional Center of Orange County (RCOC) shall be committed to providing effective leadership and stability for the organization so that its mission can be accomplished. The Board will approach its task in a manner that emphasizes strategic leadership more than administrative detail, clear distinction of Board and staff roles, future rather than past or present, and proactivity rather than reactivity.
- B. **Policy on Board Members' Responsibilities.** In fulfilling their duties and responsibilities as members of the RCOC Board of Directors, Board members will be expected to demonstrate their level of commitment in the following ways:
1. Commitment to Mission by:
 - Keeping the mission of RCOC clearly and consistently in mind
 - Not compromising principles upon which the organization is based
 - Continually thinking of ways to enhance the organization
 - Endeavoring to assure the rights and entitlements of persons with disabilities
 - Progressively assisting the organization to equip and enable persons with disabilities to attain the fullest possible independence, employment, participation in an integrated community and freedom of choice by supporting the provision of options in daily living
 - Being aware of the changing trends in service delivery to persons with disabilities
 2. Commitment to Involvement by:
 - Regularly preparing for, attending and participating in Board meetings
 - Being an active and regularly attending member of at least one Board committee
 - Carefully and clearly considering all decisions on policy issues
 - Attending occasional extended meetings or weekend retreats to increase understanding and commitment to the organization
 - Identifying prospective new Board members and referring them to the Board Recruitment and Training Committee
 - Resigning from the Board if they become unable to continue as a fully committed Board member during their term of office
 3. Commitment to Fellow Directors to Keep Board Meetings Friendly, Considerate and Productive by:

- Listening to the ideas of others with an open mind
- Being an active voice in promoting change towards excellence
- Having faith in the process of open, purposeful discussion, not being afraid to ask seemingly elementary questions, and steadily attempting to facilitate agreement or consensus on issues
- Listening with understanding to those expressing complaints or concerns and then referring them to the Executive Director or Board Chairperson so that the issue may be further explained and whenever possible, creatively resolved

- C. **Policy on Officer Responsibilities.** Officers of the Board are in the service of the Board. As such, they are bound by Board wishes and by limits of Board authority. The officers may meet as a group with the Executive Director for purposes of preparing agendas or other pre-Board work, but they may not act in place of the Board except as specifically provided in the Bylaws.

Specific officer responsibilities are:

1. **Chairperson:** The Chairperson shall preside at all meetings of the Board and the Executive Committee and perform all duties incident to the office and such other duties as provided in the Bylaws or as may be prescribed from time to time by the Board. The Chairperson or Executive Director shall have the authority to take action on the following matters without prior Board approval:
 - a. Appeals on legal or administrative proceedings;
 - b. Responses on legal or administrative proceedings; and
 - c. Procedural matters arising from RCOC's contract with the Department of Developmental Services.

The above actions may be taken when in the opinion of the Chairperson it is not feasible to hold a special Board meeting or to defer action until the next regular meeting. All Directors shall be notified immediately, in writing, of the action taken. (RCOC Bylaws Section 3.04)
2. **Vice-Chairperson:** The Vice-Chairperson shall perform all duties and exercise all powers of the Chairperson when the Chairperson is absent or is otherwise unable to act. The Vice-Chairperson shall perform such duties as may be prescribed from time-to-time by the Board of Directors. (RCOC Bylaws Section 3.05)
3. **Secretary:** The Secretary shall keep minutes of all meetings of the Directors, shall be the custodian of the corporate records, shall give all notices as are required by law or by the Bylaws and shall perform all duties incident to the

office of Secretary and such other duties as may be required by law, the Articles of Incorporation, the Bylaws, or which may be assigned from time-to-time by the Board. All or part of the above duties may be delegated to the Executive Director or such other staff as may be designated by the Executive Director. (RCOC Bylaws Section 3.06)

4. **Treasurer**: The Treasurer shall render reports and accountings to the Directors from time-to-time regarding the finances of RCOC (RCOC Bylaws Section 3.07). All or part of the above duties may be delegated to the Executive Director or such other staff as may be designated by the Executive Director.

D. **Policy on Board Committees**. Board committees will be appointed and function as needed. Standing committees and their purposes are as follows:

1. **Purpose of Committees** – Each Committee shall exist for the purpose of providing advice, recommendations and technical assistance to the Board. A Committee shall not have authority to take any action which requires approval of the Board. (RCOC Bylaws Section 4.07)
2. **Standing Committees** – Standing Committees of the Board may be established by the Board of Directors or the Chairperson. Membership on a Committee shall be decided by the Chairperson. The Chairperson shall select the Chairperson for each Committee. (RCOC Bylaws Section 4.04)
3. **Ex-Officio Membership** – The Chairperson of the Board shall be an ex-officio member of all committees or may delegate the Vice-Chairperson to act in that capacity.
4. **Executive Committee** – There shall be an Executive Committee composed of the Chairperson, Vice-Chairperson, Secretary, and Treasurer of the Board and if none of these officers is a consumer then the Chairperson may appoint a Director who is a consumer. The Chairperson may include other persons to provide additional support (RCOC Bylaws Section 4.01). The Executive Committee is empowered to act on all Board matters when it is not practical to assemble the entire Board. The Executive Committee shall conduct business as is delegated by the Board of Directors, including annually meeting with the Executive Director to present the results of the Board's Performance Review. The Executive Committee, shall, guided by RCOC's Policy on Human Resource Development (found in the Executive Limitations Policies), also recommend any adjustments to the compensation of the Executive Director for approval by the Board of Directors. The Executive Committee shall also be involved in the development of the organization's strategic planning.
5. **Vendor Advisory Committee** – The Board shall establish a Vendor Advisory Committee pursuant to Welfare & Institutions Code Section 4622(i).

6. **Consumer Advisory Committee** – The Board shall establish a Consumer Advisory Committee pursuant to Welfare & Institutions Code Section 4622(h).
7. **Policies and Outcomes Committee** – The Board shall establish a Policies and Outcomes Committee charged with the review of the outcomes of the organization's efforts towards its Mission/Guiding Principles. This committee shall also review and/or draft such additional policies that are necessary to meet the organization's Mission. Finally, this committee shall biennially review each policy for its continued usefulness and clarity. When revisions are recommended to existing policies or new policies are drafted, the committee will have RCOC's Legal Counsel review them to ensure they are in compliance with the Lanterman Act. Upon Legal Counsel's approval, the revised existing or new policies will be presented to the Board of Directors for approval. If the policies impact services to RCOC consumers, they will be sent to the Department of Developmental Services for review prior to implementation as per Welfare & Institutions Code Section 4434(d).
8. **Legislative and Community Awareness Committee** – The Board shall establish a Legislative and Community Awareness Committee charged with the responsibility to develop relationships with RCOC's legislative delegation, to review pending legislation affecting people with developmental disabilities, and to educate the Board on such matters. Additionally, the Committee is charged with increasing awareness of the Regional Center of Orange County, identifying community resources available to RCOC consumers and their families, and collaborating with organizations in the community to support people with developmental disabilities in Orange County.
9. **Budget and Finance Committee** – There shall be a Budget and Finance Committee to plan and oversee the financial stability and integrity of the organization. Membership will include at least one member of the Executive Committee, typically the Treasurer.
10. **Board Recruitment and Training Committee** – There shall be a Board Recruitment and Training Committee charged with assessing the composition of the Board and needed skills, recruiting potential new Directors to meet those needs, reviewing and considering candidates for the Board, recommending Director candidates for consideration by the Board and recommending new and ongoing training topics for Board members. (RCOC Bylaws Section 4.03)
11. **Nominating Committee** – The Nominating Committee shall be composed of the Chairperson and three members of the Board of Directors appointed by the Chairperson. The Nominating Committee shall nominate one Director for each of the offices of Chairperson, Vice Chairperson, Treasurer and Secretary

and present the nominations to the Board of Directors at the regularly scheduled meeting of the Board immediately preceding the expiration of the current officers' terms. (RCOC Bylaws Section 4.02)

REGIONAL CENTER OF ORANGE COUNTY
BOARD OF DIRECTORS
AGENDA ITEM DETAIL SHEET

DATE: March 5, 2015

TO: RCOC Board of Directors

FROM: Clifford Amsden, Chair
Policies and Outcomes Committee

ACTION	
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	X

SUBJECT: **Board Governance Policy** – Executive Limitations Policies

BACKGROUND:

The Policies and Outcomes Committee is charged with reviewing and/or drafting policies that are necessary to meet the organization's Mission. The committee is also charged with biennially reviewing certain policies for their continued usefulness and clarity. At its meeting on January 20, 2015, the Policies and Outcomes Committee reviewed the Executive Limitations Policies (see attachment).

After review, the Policies and Outcomes Committee determined that no changes are needed at this time and therefore, no revisions are recommended to the Executive Limitations Policies.

REASON FOR CURRENT ITEM:

For information only.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

None. This item is being submitted to the Board for information only.

Attachment for Agenda Item III.G.4

IV. EXECUTIVE LIMITATIONS POLICIES

The Executive Director may neither cause nor allow any organizational practices that do not adhere to the following policies:

- A. **Policy on Legal Requirements.** Regional Center of Orange County (RCOC) will comply with the legal requirements and regulations of all governmental authorities and legally authorized agencies under whose authority it operates.
- B. **Policies on Non-Discrimination.**
 - 1. **Equal Employment Opportunity.** RCOC is committed to a policy of non-discrimination and equal employment opportunity for applicants and employees without regard to race, color, sex, creed, political affiliation, marital status, sexual preference, national origin, physical or mental handicap, or age, and does not show partiality or grant special favor to any employee or group of employees. Employment decisions shall comply with all applicable laws prohibiting discrimination in employment, including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Immigration and Nationality Act, and any other applicable state or federal laws.
 - 2. **Non-Discrimination on Basis of Handicap.** In furtherance of our nation's commitment to end discrimination on the basis of handicap, and in accordance with the provisions of section 504 of the Rehabilitation Act of 1973, the provisions of the Americans with Disabilities Act, and all regulations properly issued there under to protect the rights of handicapped persons, it is RCOC policy that: No program or activity administered by RCOC shall exclude from participation, deny benefits to or subject to discrimination any individual solely by reason of his or her handicap. Equal employment opportunity will be extended to qualified handicapped persons in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall and termination. It is further affirmed that RCOC will provide reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee or applicant.
- C. **Policy on Human Resource Development.** RCOC is committed to recruiting, managing, developing and retaining appropriate personnel qualified to meet the needs of the people served by the organization and who contribute to the accomplishment of the mission in a high quality manner. Therefore, compensation for all employees will be based upon the following principles:
 - 1. Compensation will support and will be used as a vehicle to communicate RCOC's values, specific objectives, and goals;

2. Pay programs will reflect the external market, yet ensure internal equity; and
3. Flexibility will be incorporated to permit RCOC to respond to the changing regulatory and competitive environments, and to respond to other issues which increase its challenges.

D. **Policy Against Harassment.**

1. RCOC is committed to respecting the privacy and dignity of every employee. RCOC is committed to providing a work environment that is free of harassment, including sexual harassment, or harassment in any form – verbal, physical or visual – that unreasonably interferes with an individual’s work performance or creates an intimidating, hostile or offensive working environment.
2. Any employee, who believes he or she is the victim of unlawful harassment by a co-worker, supervisor, Board member, or vendor, should report the matter immediately to the Human Resources Manager or to the Executive Director who will promptly investigate the matter. The Human Resources Manager or the Executive Director will promptly notify RCOC’s General Counsel about the matter.

E. **Policy on Professionalism, Rights, Health and Safety.**

1. Each RCOC employee will maintain professional and productive conduct. RCOC employees will treat each other professionally and with courtesy at all times. Differences of opinion on work issues should be expressed in a constructive manner that promotes the sharing of ideas and effective teamwork to resolve problems and serve the consumers of RCOC.
2. RCOC will maintain a clean, safe environment and will comply with all applicable governmental regulations related to environment, health and safety, including training for staff and individuals served, external inspections of the premises and appropriate actions to remedy potential problems, implementation and testing of emergency plans and procedures, and timely review and follow-up on accident and injury reports.

F. **Policy on Financial Practices.**

1. **Budgeting.** Budgeting for any fiscal period or the remaining part of any fiscal period shall not deviate materially from Board Ends priorities, risk fiscal jeopardy or fail to show a generally acceptable level of foresight. Accordingly, the Executive Director shall ensure that the budgeting process:
 - a. Includes preparation of an annual report, including both operating and capital expenditures, which is used to communicate and monitor RCOC’s use of

financial resources in a manner which is consistent with (a) Board Ends priorities, (b) fiscal responsibility, and (c) strategic planning;

- b. Results in a budget which is an appropriate and accurate expression of the mission and policies of RCOC. If the process results in a deficit projection, a clear explanation of the circumstances shall be presented to the Board by the Executive Director; and
 - c. Maintains an adequate cash and cash equivalents reserve.
2. Financial Condition. With respect to monitoring the actual financial condition of RCOC, the Executive Director shall ensure that:
- a. Audited financial statements are prepared by an independent, Certified Public Accountant and presented to the Board of Directors on an annual basis;
 - b. Monthly summary reports are prepared comparing year-to-date budget versus actual figures and a report is given by the Treasurer at Board of Directors' meetings;
 - c. All financial obligations, including tax payments, are paid in a timely manner;
 - d. Adequate insurance is maintained to safeguard RCOC's assets including hazard, comprehensive, workers compensation, liability and Directors and Officers liability.

REGIONAL CENTER OF ORANGE COUNTY
BOARD OF DIRECTORS
AGENDA ITEM DETAIL SHEET

DATE: March 5, 2015

TO: RCOC Board of Directors

FROM: Alan Martin
Chair, Executive Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: **Approval of RCOC Board of Directors' Meeting Schedule for
Fiscal Year 2015 - 2016**

BACKGROUND:

The RCOC Board of Directors approves its meeting schedule annually. The Board meets at 5:00 p.m. for its Executive (closed) session, followed at 6:00 p.m. by its General (open) session.

REASON FOR CURRENT ITEM:

The Board needs to approve its meeting schedule for fiscal year 2015 - 2016. Please see attachment of the proposed meeting schedule.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

That the Board approve the RCOC Board of Directors' meeting schedule for fiscal year 2015- 2016 as presented.

Attachment for Agenda Item III.H.1

**Regional Center of Orange County
Board of Directors' Meeting Schedule*
Fiscal Year 2015-2016**

DARK in July 2015

DARK in August 2015

September 3, 2015

DARK in October 2015

November 5, 2015

DARK in December 2015

January 7, 2016

DARK in February 2016

March 3, 2016

DARK in April 2016

May 5, 2016

June 2, 2016

*As per Section 2.08(A) of RCOC's Bylaws, "the Board shall hold at least six (6) regular meetings each year. Meetings of the Board shall be open and public. The Secretary of the corporation shall deliver notice of the time and place of regular meetings, as well as an agenda thereof, to each Director personally or by first class mail at least seven (7) days prior to any such meeting)." Additional Board meetings may be scheduled if needed, with appropriate notice, during dark months.

**Regional Center of Orange County
Consumer Advisory Team
Wednesday, January 21, 2015
Minutes**

Team Members Present:

Sylvia Delgado, Chair

Charles Aguilar

Mary Ayers

Candice Brooks

John Brown

Ali Fard

Gabriel Felter

Sue Gaxiola

Steve Gersten

Jenny Gibson

Alexander Gomez

Steve Gomez

Trevor Hall

John Helme

Ellis James

Janice Kane

Donald Kohlman

Hallie Long

Tony Meagher

Robert Olea

Maria Perez

Kollen Potter

Carrie Rogers

David Saad

Fred Van De Beuken

Daryl Vanderpol

Shirley Walling

Celeste Whipple

Guests Present:

Robert Gebo

April Stewart

RCOC Staff Present:

Larry Landauer

Nicole Barrios

Jyusse Corey

Delia Lona

Sandra Perdew

Jack Stanton

Andre Wilson

California Elwyn Staff Members Present:

Catherine Manzak

Empower Staff Members Present:

Tony Sully

Independent Endeavor Staff Members Present:

Kathy Acosta

Leah Burns

Barbara London

Rebecca McMullen

Carol Oberst

Pat Thurman

Erika Valdez

Integrity House Staff Members Present:

Jose Garcia

Ms. Delgado called the meeting to order at 10:11 a.m.

1. Welcome and Introductions – Sylvia Delgado, CAT Chairperson

Ms. Delgado welcomed all new and recurring attendees, and Mr. Tony Meagher read the CAT Mission Statement aloud.

2. Chairperson's Report – Sylvia Delgado

Ms. Delgado announced that the Team continues to collect pop-tabs to fill the collection canister. The tabs will be recycled and converted into a cash donation for the Ronald McDonald House. She thanked everyone for their contributions and encouraged them to continue saving the pop-tabs for future donations. Several Team Members representing Empower Day Program approached the podium and presented Ms. Delgado with an additional container filled with pop-tabs. Ms. Delgado reported that she plans to deliver the pop-tabs to the Ronald McDonald House in April 2015.

3. Consumer Advocate Report – Jyusse Corey

Mr. Corey reported that on December 19, 2014, President Obama signed the Achieving a Better Life Experience (ABLE) Act into law. The statute allows eligible individuals to open an ABLE account in order to save more than \$2,000.00 without losing SSI or SSDI benefits. ABLE account holders will be permitted to save money for disability-related expenses such as education, housing, transportation, employment training/support, assistive technology, personal support supplies, medical and dental care, financial management and administrative services. Eligibility for the ABLE program is limited to individuals receiving SSI or SSDI. In addition, these individuals must have significant disabilities with an age of onset before 26 years of age. Individuals with a significant disability who do not receive SSI or SSDI may open an ABLE account if they meet the SSI criteria regarding functional limitations.

4. Pushing Your Boundaries Presentation – Independent Endeavor

Ms. Rebecca McMullen from Independent Endeavor presented on how to handle a crisis. Ms. McMullen shared that Team Members can create a wellness recovery action plan. Team Members shared examples of activities that help them feel better when they face a crisis.

5. Thank You Letters

There were no thank you letters to be distributed.

6. Open Forum

No one addressed the Team during open forum.

7. Community Events and Activities

Ms. Delgado announced that the Spotlight Awards will be held on March 20, 2015. The Spotlight Awards is an annual event to recognize people and organizations that stand out as role models of selfless service and advocacy in working with people with developmental disabilities.

8. Birthdays

The Team Members sang happy birthday to those who have birthdays during the month of January.

***Consumer Advisory Team Meeting
January 21, 2015***

The meeting adjourned at 11:04 a.m.

Recorder: Nicole Barrios

**Regional Center of Orange County
Consumer Advisory Team
Wednesday, February 18, 2015
Minutes**

Team Members Present:

Sylvia Delgado, Chair

Mary Ayers

Sherie Bante

Candice Brooks

Nancy Curtis

Tamara Elger

Gabriel Felter

Steve Gersten

Trevor Hall

Paul Harrell

John Helme

Paul Hyek

Elizabeth Jackson

Ellis James

Jackson Johnson

Janice Kane

Keith Laird

Barbie Littlejohn

Hallie Long

Robert Olea

Fernando Peña

Kollen Potter

Larry Ramsey

Brian Rhoten

Deborah Scholnick

Fred Van De Beuken

Daryl Vanderpool

Celeste Whipple

Joanne Wile

Ashley Yankey

Guests Present:

Esteban Fernandez

Rebecca Nerney

Kenneth Webster

RCOC Staff Present:

Peter Himber

Nicole Barrios

Jyusse Corey

Sandra Perdew

Leah Saitz

Jack Stanton

Andre Wilson

Independent Endeavor Staff Members Present:

Leah Burns

Elena Hedlund

Rebecca McMullen

Vicki Mendoza

Erika Valdez

Integrity House Staff Members Present:

Jose Garcia

Ms. Delgado called the meeting to order at 10:13 a.m.

1. Welcome and Introductions – Sylvia Delgado, CAT Chairperson
Ms. Delgado welcomed all new and recurring attendees, and Ms. Tamara Elger read the CAT Mission Statement aloud.

2. Chairperson's Report – Sylvia Delgado
Ms. Delgado distributed a Photo/Video Consent Form to all Team Members. By signing the form, individuals give RCOC permission to take and use photographs and/or digital images for use in educational materials.
3. Consumer Advocate Report – Jyusse Corey
Mr. Corey reported that he will continue to give Team Members updates on the Achieving a Better Life Experience (ABLE) Act.
4. World Games Global Messenger – Ms. Jacqui Knudsen
Ms. Jacqui Knudsen introduced Ms. Rebecca Nerney, a Special Olympic athlete. Ms. Nerney shared her experiences participating in the Special Olympics. Ms. Nerney competed in the World Games in Minneapolis/Saint Paul, Minnesota in 1991 and in Nagano, Japan in 2005. The 2015 Special Olympics World Games open on July 25, 2015, in Los Angeles. Over 7,000 athletes from around the world are expected to participate. Ms. Nerney encouraged Team Members to consider attending or volunteering for the Games.
5. Viruses, Be Prepared! – Dr. Peter Himber
Dr. Peter Himber gave a presentation on three types of viruses: Ebola, measles and influenza. Dr. Himber reported that Ebola is a virus that spreads through direct contact with the secretions of an infected person. Dr. Himber stated that Ebola spread quickly in West Africa due to crowded living conditions and human contact with infected bats. Dr. Himber stated that measles is a highly contagious airborne virus. The Centers for Disease Control and Prevention (CDC) report that more than 95% of people who receive a single dose of the measles, mumps, and rubella (MMR) vaccine will develop immunity to all three viruses. Some parents have become concerned that vaccines are related to the development of autism and have decided not to vaccinate their children. However, the CDC reports that no links have been found between any vaccine ingredients and autism. Dr. Himber stated that annual seasonal flu vaccines are the best way to reduce the chances that an individual will get the seasonal flu.
6. Thank You Letters
There were no thank you letters to be distributed.
7. Open Forum
No one addressed the Team during open forum.
8. Community Events and Activities
Mr. Gabriel Felter and Mr. Jose Garcia from Integrity House announced that the Spotlight Awards will be held on March 20, 2015.

*Consumer Advisory Team Meeting
February 18, 2015*

9. Birthdays

The Team Members sang happy birthday to those who have birthdays during the month of February.

The meeting adjourned at 11:13 a.m.

Recorder: Nicole Barrios

**Regional Center of Orange County
Board Recruitment and Training Committee
February 4, 2015
Teleconference Minutes**

Committee Members Present: Alan Martin, Chair
Mark Antenucci

Committee Members Absent: Hilda Mendez
Tresa Oliveri
Fernando Peña

RCOC Staff Present: Larry Landauer, Executive Director
Bette Baber, Chief Financial Officer
LeeAnn Christian, Chief Clinical Officer
Janis White, Chief Operating Officer

Mr. Alan Martin called the teleconference meeting to order at 5:05 p.m. He noted that there was not a quorum, so agenda items would be discussed, but no action would be taken.

I. Board Recruitment

A. 2014 Board Composition Survey –Department of Developmental Disabilities’ Response and RCOC’s Return Response

The committee reviewed the December 23, 2014, letter received from the Department of Developmental Services (DDS) regarding RCOC’s 2014 Board Composition Survey. The letter noted that the Hispanic community is underrepresented on RCOC’s Board of Directors. DDS did, however, recognize RCOC’s efforts in diversifying the Board’s composition. RCOC’s response to that letter, dated January 15, 2015, was also reviewed by the committee.

The Board’s current composition is 50% White, 25% Hispanic and 19% Asian. Recruitment efforts are focused in the Hispanic community. Additionally, the Board will be recruiting new consumers, as two current members will be terming off the Board in July 2015. Discussion ensued about recruitment activities.

Dr. Janis White reported that she had reached out to several businesses that employ people with disabilities in hopes of finding a community member who would be interested in serving on the Board. Additionally, it was suggested that local legislators and their staffers be contacted to see if they had any recommendations for potential Board members. Dr. White will follow-up on this suggestion. In discussing the recruitment of new consumers to the Board, it was decided that RCOC staff would reach out to the vendor community, particularly the habilitation vendors.

***Board Recruitment and Training Committee Minutes
February 4, 2015***

B. Review of Current Board Member Applications

Two Board applications were received in January 2015. The committee members present reviewed the applications and shared some general thoughts about how to proceed with the candidates. As there was not a quorum, no action was taken.

C. Recruitment Flyer

The recruitment flyer developed in September 2014, was reviewed by the committee. Mr. Martin suggested that it include the desire to recruit a new Board member with financial expertise. Additionally, the committee discussed where the flyer can be distributed to recruit more candidates.

II. Board Development and Training

Last year, the Board identified the following two areas as priorities for training: (1) Board roles and responsibilities; and (2) Enhancing community outreach and engagement. During dinner, prior to the Board's March 5, 2015, meeting, Mr. Martin and Dr. LeeAnn Christian will conduct a Board training that focuses on the Carver Model and Board members' roles and responsibilities. It was suggested that in May, Ms. Tresa Oliveri might help with a training about community outreach as she will soon be convening the Legislative and Community Awareness Committee.

III. Community Forum

There were no community members present at the meeting.

IV. Other

Mr. Alan Martin adjourned the teleconference meeting at 5:30 p.m.

Recorder: LeeAnn Christian