



REGIONAL CENTER
OF ORANGE COUNTY

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

**Date: Thursday, January 8, 2026
Time: 6:00 p.m.**

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

I.	Closed Session (Board Members Only)	
A.	W&I Code §4663 and §4664	Greg Simonian, Esq.
	1. Pending Litigation, Welfare & Institutions Code Sections 4663(a)(5) and 4664(a)	
II.	Recess	
III.	General Session	
A.	Pledge of Allegiance/Reading of RCOC's Mission and Vision Statement	Sandy Martin
B.	Community Forum for Agenda Items Only***	Sandy Martin
C.	Budget and Finance Committee	Jacqueline Nguyen
D.	Consent Calendar*	Sandy Martin
	1. Approval of Board of Directors' Minutes for November 6, 2025** 2. Approval of Amended and Restated Contract of Employment with Executive Director** 3. Budget and Finance Committee** a. Approval of Monthly Sufficiency of Allocation Report, October 2025** b. Approval of Monthly Sufficiency of Allocation Report, November 2025** c. Approval of Budget Amendment B-3 for Fiscal Year 2025-26** d. Approval of Budget Amendment	
E.	Executive Director's Report	Larry Landauer
	1. Recognition of Persons' Served Employment Longevity 2. Approval of Start-Up Funding Agreement for START Crisis Support Team Services with Easter Seals Southern California, Inc. (CRDP Project No. 2526-4)** 3. Approval of Start-Up Funding Agreement with Service Provider Viento Real, Inc. for Development of an Adult Residential Facility for Persons with Special Healthcare Needs – Behavioral (CRDP No. 2324-9/2526-1)(Lizbeth)** 4. Information Regarding Amendment No. 3 to Property Renovation Agreement with Non-Profit Housing Corporation, Brilliant Corners, for the Development of an Enhanced Behavioral Supports Home (CRDP No. 2223-1/2324-14) (Russell)** 5. Operations Report – October 2025** 6. Operations Report – November 2025** 7. Performance Contract Report – October 2025** 8. Performance Contract Report – November 2025** 9. Person-Centered Thinking (PCT) Update 10. Employment Update 11. Housing Update 12. Health and Wellness Update	Jennifer Montanez Arturo Cazares Jack Stanton Bonnie Ivers

	F.	Executive Committee	Sandy Martin
		1. Approval of Board Membership for Lorena Medina for a Three-Year Term Commencing February 1, 2026 and Ending January 31, 2029** 2. Approval of Board Membership for Liza Krassner for a Three-Year Term Commencing March 1, 2026 and Ending February 28, 2029** 3. Approval of Board Membership for Amy Jessee for a Three-Year Term Commencing March 1, 2026 and Ending February 28, 2029**	
	G.	Board Recruitment and Training Committee**	Sandy Martin
	H.	Policies and Outcomes Committee	Chip Wright
	I.	Vendor Advisory Committee**	Rick Perez
	J.	Peer Advisory Committee	Yvonne Kluttz
	K.	Legislative and Community Awareness Committee	Bruce Hall
	L.	ARCA Report	Sandy Martin
	M.	Community Forum***	Sandy Martin
	N.	Chairperson's Report	Sandy Martin
IV.		Adjournment	Sandy Martin

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

**Attachments for Board members in Board packet.

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

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Board Members Present:

(Members in-person, unless otherwise noted)

Sandy Martin, Chairperson
Marcell Bassett
Amy Jessee
Bruce Hall
Yvonne Kluttz
Liza Krassner
Hilda Mendez
Chinh Nguyen
Fernando Peña
Rick Perez

Board Members Absent:

Frances Hernandez
Lorena Medina
Jacqueline Nguyen

Corporate Counsel Present:

Greg Simonian, Esq.

Ms. Sandy Martin called the meeting to order at 6:00 p.m.

I. General Session

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

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

B. Community Forum for Agenda Items Only

There were no speakers for community forum.

C. Budget and Finance Committee

In Ms. Jacqueline Nguyen's absence, Ms. Martin reported that the Committee approved and recommended for approval all of its items on the consent calendar.

D. Consent Calendar

1. Approval of Board of Directors' Minutes for September 4, 2025
2. Budget and Finance Committee
 - a. Approval of Monthly Sufficiency of Allocation Report, August 2025
 - b. Approval of Monthly Sufficiency of Allocation Report, September 2025
 - c. Approval of CalPERS Requirement for a Publicly Available Pay Schedule Effective November 10, 2025

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

E. Executive Director's Report

1. Recognition of Persons' Served Employment Longevity

The Board of Directors honored three persons served who have worked for the same employer for 20 or more years with a Certificate of Recognition.

2. RCOC's Leadership Survey – Chapman University, Thompson Policy Institute

Dr. Audri Gómez from Chapman University's Thompson Policy Institute presented the 2025 Executive Director Leadership Survey results.

3. Approval of Request for Waiver of Potential Conflict of Interest and Conflict Resolution Plan for Lizbeth Jacobson, Area Supervisor

M/S/C to Approve the Request for Waiver of Potential Conflict of Interest and Conflict Resolution Plan for Lizbeth Jacobson, Area Supervisor, as presented

4. Approval of Start-Up Funding Agreement with Service Provider Attainable Behavior Solutions, LLC for Development of an Enhanced Behavioral Supports Home (CRDP Project No. 2324-10/2526-2)(Faye)

Mr. Jack Stanton reported that the Department of Developmental Services (DDS) made an allocation to RCOC's Community Resource Development Plan (CRDP) for the development of two Enhanced Behavioral Supports Homes (EBSHs). These facilities will serve individuals who currently reside in a restrictive setting, such as a psychiatric hospital, crisis facility, or locked facility, or who are at risk of being placed in a restrictive setting. Mr. Stanton explained that the "buy it once" model will be used for development of these homes, which separates ownership of the home from service delivery, so that a service provider can be changed without moving the residents. The Board previously approved agreements with non-profit housing corporation Brilliant Corners for acquisition and renovation of the homes on June 6, 2024. Brilliant Corners will lease the homes to the service providers.

Mr. Stanton stated that DDS allocated \$250,000 in CRDP start-up funding per home for the service provider that will operate each EBSH. In August 2025, RCOC posted a Request for Proposals (RFP) for service providers, and received two responses. One from Attainable Behavior Solutions, LLC, and the other from California Enhanced Behavioral Support Services LLC. The RFP Review Committee evaluated the proposals and interviewed the applicants. The scores received for both applicants were comparable, and the RFP Review Committee agreed that both applicants had the skills and experience necessary to develop an EBSH. Given the significant workload with developing this type of home, and the fact that both applicants currently have other homes in development, it is the recommendation of the RFP Review Committee to award start-up funding to each applicant for the development of one EBSH. The current item is for approval of a Start-up Funding Agreement with Attainable Behavior Solutions, LLC.

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M/S/C to Approve Start-Up Funding Agreement with Service Provider Attainable Behavior Solutions, LLC for Development of an Enhanced Behavioral Supports Home (CRDP Project No. 2324-10/2526-2)(Faye)

5. Approval of Start-Up Funding Agreement with Service Provider California Enhanced Behavioral Support Services LLC for Development of an Enhanced Behavioral Supports Home (CRDP Project No. 2324-11/2526-3) (Westvale)

Mr. Stanton reported that DDS has made an allocation to RCOC's CRDP for the development of two EBSHs. These facilities will serve individuals who currently reside in a restrictive setting, such as a psychiatric hospital, crisis facility, or locked facility, or who are at risk of being placed in a restrictive setting. Mr. Stanton explained that the "buy it once" model will be used for development of these homes, which separates ownership of the home from service delivery, so that a service provider can be changed without moving the residents. The Board previously approved agreements with non-profit housing corporation Brilliant Corners for acquisition and renovation of the homes on June 6, 2024. Brilliant Corners will lease the homes to the service providers.

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M/S/C to Approve Start-Up Funding Agreement with Service Provider California Enhanced Behavioral Support Services LLC for Development of an Enhanced Behavioral Supports Home (CRDP Project No. 2324-11/2526-3) (Westvale)

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

- *California's State Budget.* Mr. Landauer reported that the government shutdown, which began on October 1, 2025, remains in effect due to Congress's failure to pass appropriations legislation for the 2026 fiscal year. Funding for certain programs, including the Supplemental Nutrition Assistance Program (SNAP, known as CalFresh in California), Medicaid, and Supplemental Security Income (SSI) are expected to continue through next year. DDS has indicated a delay in federal funding, with some funds potentially becoming available in January 2026.

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Mr. Landauer reviewed recent reports from the Legislative Analyst Office (LAO), which are available on RCOC's website at www.rcocdd.com. The reports included:

- *Overview of Major Impacts of H.R. 1 – One Big Beautiful Bill Act*, which reviews the impacts on health care coverage and financing, food assistance, personal and corporation taxes, and higher education.
- *2025-2026 Budget: Multiyear Budget Outlook*, which projects that the state is likely to face persistent future deficits. The deficits range from \$10 billion to \$20 billion through 2028-29.

Mr. Landauer also reviewed legislation signed by the Governor that affects developmental services and shared that the information is also posted on RCOC's website. The legislation included:

- AB 1076 (Addis) Qualified ABLE Program: CalABLE Accounts: Funding
- AB 1172 (Nguyen) Adult Day Programs: Administration of Intranasal Emergency Antiseizure Medications
- SB 422 (Grayson) California Workforce Development Board: Developmental Services
- AB 341 (Arambula) Oral Health for People with Disabilities Technical Assistance Center Program
- *Purchase of Service (POS) Expenditures for Fiscal Year 2025-26*. Mr. Landauer reported that there is a projected surplus statewide.
- *Person Centered Thinking (PCT)*. In Ms. Jennifer Montanez's absence, Ms. Leah Saitz, Person-Centered Thinking (PCT) Coordinator, reported that the PCT training team will focus on four key areas for 2026 to meet DDS' Performance Measures: growth, access, inclusion, and capacity-building. The team will work to expand the reach of PCT trainings to larger and more diverse audiences, strengthen the trainer base and develop sustainable resources to support long-term learning for organizations, vendors and families.
- *Service Coordination*. Ms. Adriana Galvez, Training and Organizational Coordinator, provided a presentation on RCOC's *New Service Coordinator Training Standards*. Ms. Galvez reviewed the standards for newly hired service coordinators including onboarding and orientation, core trainings, shadowing and mentorship, and ongoing development. Ms. Galvez also noted that the standards incorporate DDS' Service Coordinator Competency Performance Measure under the Regional Center Performance Measures (RCPM) Program. The RCPM program became effective as of July 1, 2025, and requires all regional centers to track completion of standardized staff training through the Learning Management System (LMS). This measure ensures that all new Service Coordinators complete the DDS Training Standards within their first year. Ms. Galvez also stated that Service Coordinators

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receive ongoing learning and professional development through refresher trainings and continued education. In addition, Service Coordinators are provided opportunities to attend workshops led by subject-matter experts, engage in peer collaboration, receive coaching and mentorship support.

Employment. In Mr. Arturo Cazares' absence, Ms. Anita Kwon, Employment and Day Services Manager, reviewed the Purchase of Service (POS) data by regional center regarding service provider placement incentive payments for the Paid Internship Program (PIP) and the Competitive Integrated Employment (CIE). Ms. Kwon also reported that the new Project SEARCH program cohorts at Kaiser Permanente in Irvine and CHOC are scheduled to begin in January 2026.

- *Housing.* Mr. Stanton reported that data collected during IPP meetings regarding living options continue to show high levels of satisfaction. Information on independent living options continues to be highly requested by individuals. RCOC reviews the development of programs on a regular basis, including group homes, supported and independent living programs, respite programs, and other in-home support options.

Mr. Stanton also provided an update on the various housing projects, reporting on progress across different stages of development, including planning, construction and implementation.

- *Legislative and Community Awareness (LCA).* Mr. Landauer reported that he, Ms. Kaitlynn Truong, Family Support & Community Outreach Manager, and Board member Ms. Chinh Nguyen attended the Language Access Multicultural Autumn Festival and Resource Fair on September 27, 2025, at the Atlantis Park in Garden Grove. The festival included a major focus area on Home and Community-Based Services (HCBS). The event was attended by over 500 individuals and RCOC received a Certificate of Recognition from Garden Grove Mayor Stephanie Klopfenstein, Supervisor Janet Nguyen and Assemblymember Tri Ta.

RCOC staff also attended the Korean American Special Education Center's (KASEC's) 25th Anniversary Gala on September 6, 2025, and the 50th Anniversary Gala of the Team of Advocates for Special Kids (TASK) on September 18, 2025.

- *Health and Wellness.* Dr. Bonnie Ivers reported on the health and wellness satisfaction data collected during IPP meetings. This data will help RCOC determine what resources it can provide to help persons served improve their health and achieve their health and wellness goals.
- *RCOC News.* Mr. Landauer reported that he and his staff continue to work with the Hispanic families group to address its concerns. The group last met on September 24, 2025 and its next meeting is scheduled for December 3, 2025. Mr. Landauer stated that for the past several years, meetings with the group have addressed topics such as disparities in services, service coordination training, and the development of family surveys in effort to identify areas of satisfaction.

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Throughout each meeting, RCOC staff worked diligently to address the questions and concerns presented, and implement solutions for improving communication, access to and delivery of services. Mr. Landauer noted that RCOC has made significant gains in developing effective practices in these areas, and the agency has decided to pause these meetings.

Mr. Landauer shared that he accepted an invitation to speak at the Irvine Nonprofit Week Networking Conference on October 1, 2025 regarding regional center services.

- *Self-Determination Program (SDP)*. Mr. Landauer reported that the SDP Local Volunteer Advisory Committee is scheduled to meet on November 17, 2025.

F. Executive Committee

Ms. Martin reported that the Committee met on October 20, 2025, and the next meeting is scheduled for November 17, 2025.

G. Nominating Committee

Ms. Martin reported that the Committee met on October 20, 2025 to discuss and propose the following slate of officers for approval:

1. Approval of Proposed Slate of Officers with Terms Commencing January 1, 2026 and Ending June 30, 2027

Chairperson:	Sandy Martin
Vice-Chairperson:	John "Chip" Wright
Treasurer:	Jacqueline Nguyen
Secretary:	Yvonne Kluttz

M/S/C to approve Proposed Slate of Officers with Terms Commencing January 1, 2026 and Ending June 30, 2027, as recommended

H. Board Recruitment and Training Committee

Ms. Martin reported that the Committee met on September 8, 2025 and reviewed the Board composition and upcoming training topics.

Ms. Martin also reported that the Board held a training on October 2, 2025 on *RCOC's Virtual Chart & Tech Enhancements*.

The next Committee meeting is scheduled for November 10, 2025.

I. Policies and Outcomes Committee

Ms. Meena Chockalingam reported that the Committee met on October 20, 2025 and reviewed the Policies on Board-Executive Relationship, Zero Tolerance Policy Regarding Abuse and Neglect of Those We Serve,

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November 6, 2025

and the Document Retention and Destruction Policy. Revisions were proposed for the Document Retention and Destruction Policy.

1. Approval of the Record Retention and Destruction Policy

Ms. Christina Petteruto reminded Board members that effective January 1, 2026, all 21 regional centers in California will be subject to the Public Records Act (PRA). RCOC has revised its Document Retention and Destruction Policy to ensure compliance with PRA requirements. Following extensive discussion, the Committee approved the proposed revisions and agreed to rename the policy the Record Retention and Destruction Policy.

M/S/C to approve the Record Retention and Destruction Policy, as recommended

J. Vendor Advisory Committee

Mr. Rick Perez reported that the Committee met on September 9, 2025 and October 14, 2025. Committee discussions included DDS's independent audit requirements for service providers, and Home Community-Based Services (HCBS) compliance requirements.

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

K. Peer Advisory Committee

Ms. Yvonne Kluttz reported that the Committee met on October 15, 2025 and viewed presentation by Mr. Wayed Kabir, RCOC's Peer Advocate, titled *Understanding the Basics of Artificial Intelligence (AI)*.

The next Committee meeting is scheduled for January 21, 2026.

L. Legislative and Community Awareness Report

Mr. Bruce Hall reported that the Committee met on October 14, 2025. The Committee received updates on media and legislative outreach efforts, as well as community events, including resource fairs and disparity-focused activities.

The next Committee meeting is scheduled for January 13, 2026.

M. ARCA Report

Ms. Martin reported that the ARCA Board of Directors met on October 17, 2025. ARCA will also host an Academy training for Boards of Directors on *Leadership Development: Building Professional and Inspired Regional Center Boards* on November 14-15, 2025 in Sacramento.

The next ARCA Board of Directors meeting is scheduled for January 15, 2026.

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N. Community Forum

Mr. Bobby Olea, a person served by RCOC, thanked Mr. Fernando Peña for his years of dedicated service as a Board member.

O. Chairperson's Report

Ms. Martin again acknowledged and congratulated the three persons served recognized tonight who have worked for the same employer for 20 or more years.

Ms. Martin also recognized and thanked Ms. Meena Chockalingam and Mr. Fernando Peña for their leadership and service to the Board for the past seven years.

II. Adjournment

Ms. Martin thanked the Board members for their continued commitment, and also thanked Mr. Landauer and his team for their hard work. Ms. Martin then wished everyone a Happy Holiday Season and a Happy New Year.

Ms. Martin adjourned the meeting at 7:44 p.m.

Yvonne Kluttz, Secretary

Recorder: Sandra Lomelí

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: January 8, 2026
TO: Board of Directors
FROM: Sandy Martin
Chair, Board of Directors

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

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

BACKGROUND:

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

REASON FOR CURRENT ITEM:

The Board completed Executive Director Larry Landauer's annual performance evaluation in closed session at the November 6, 2025 Board meeting, and directed changes to the Executive Director's compensation as reflected in the attached Amended and Restated Contract of Employment.

FISCAL IMPACT:

The Amended and Restated Contract of Employment increases the Executive Director's annual salary to \$312,447.41.

RECOMMENDATIONS:

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

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

THIS AMENDED AND RESTATED CONTRACT OF EMPLOYMENT ("Amended Contract") is made and entered into, to be effective this 8th day of January 2026, by and between the REGIONAL CENTER OF ORANGE COUNTY, a California nonprofit public benefit corporation (hereinafter referred to as "RCOC") and LARRY LANDAUER, an individual (hereinafter referred to as "EXECUTIVE DIRECTOR").

RECITALS

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

WHEREAS, at a duly held meeting on November 6, 2025, following completion of the EXECUTIVE DIRECTOR'S annual performance evaluation, the RCOC Board of Directors voted to amend the EXECUTIVE DIRECTOR'S employment contract and authorized the Board Chairperson to sign the Amended Contract on behalf of RCOC; and,

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

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

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

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

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

3. RCOC shall pay EXECUTIVE DIRECTOR a salary at the annual rate of Three Hundred Twelve Thousand Four Hundred Forty-Seven Dollars and Forty-One Cents (\$312,447.41), effective January 8, 2026.

4. The Executive Committee of the Board shall review the EXECUTIVE DIRECTOR's performance in approximately October/November of each year, commencing in October/November 2026. Subject to the EXECUTIVE DIRECTOR's consent and concurrent with his performance review, the Executive Committee of the Board may recommend to the Board adjustments to the compensation, benefits and/or other terms and conditions of the EXECUTIVE DIRECTOR's employment. The Executive Committee of the Board may recommend to the Board a merit-based performance bonus at such time(s) and in such amount(s) as it determines to be appropriate to financially compensate EXECUTIVE DIRECTOR for extraordinary performance.

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

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

7. This Amended Contract shall be effective upon full execution by the parties and approval of the Board on January 8, 2026, and shall continue in full force and effect until terminated as provided in this Amended Contract by either party.

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

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

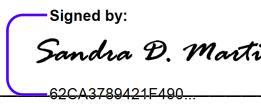
10. This Amended Contract supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of EXECUTIVE DIRECTOR by RCOC, and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever.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

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

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

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

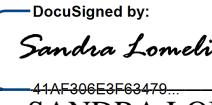
**REGIONAL CENTER OF
ORANGE COUNTY**, a California
nonprofit public benefit corporation

By: 
Sandra D. Martin
62CA3780421F490
SANDRA D. MARTIN,
Chairperson

EXECUTIVE DIRECTOR,
an individual

By: 
Larry Landauer
E39819640F7A49C
LARRY LANDAUER

ATTEST:

By: 
Sandra Lomeli
41AF306E3F63479
SANDRA LOMELI,
Clerk to the Board of Directors

**Regional Center of Orange County
Budget & Finance Committee
Meeting Minutes
November 6, 2025**

Committee Members Present: Sandy Martin
Bruce Hall
Liza Krassner
Fernando Peña

Committee Members Absent: Marcell Bassett
Jacqueline Nguyen, Chair

Other Board Members Present: Yvonne Kluttz
Amy Jessee
John "Chip" Wright

Board Counsel Present: Greg E. Simonian

RCOC Staff Present: Larry Landauer, Executive Director
Lilian Castillo, Accounting Manager – Vendorization
Valeria de los Angeles, Accounting Supervisor
Nancy Franco, Accounting Manager, Operations
Christina Petteruto, General Counsel
Jack Stanton, Associate Housing Director
Marta Vasquez, Chief Financial Officer
Stacy Wong, HR Director

The meeting was called to order at 4:02 p.m.

1. Approval of Monthly Sufficiency of Allocation Report (SOAR), August and September 2025

Ms. Vasquez reported that RCOC received the planning allocation for fiscal year 2025-26, and will submit the Sufficiency of Allocation Report (SOAR) to the Department of Developmental Services (DDS) on December 10, 2025.

Ms. Vasquez also reported that factors affecting expenditures in fiscal year 2025-26 include:

- Continuation costs for higher provider rates
- Impact of rates for providers transitioning to new service codes/subcodes as a result of the full Rate Model implementation
- Impact of the end of the held harmless period on February 28, 2026, as a result of the full Rate Model implementation
- Impact of the new minimum wage increase effective January 1, 2026
- Impact of the 572 persons who will graduate from school to regional center-funded adult day programs

M/S/C to approve the monthly SOARs

2. Approval of Publicly Available Pay Schedule Required by CalPERS, Effective November 10, 2025

Ms. Vasquez reported that RCOC added two titles and removed two titles from RCOC's Salary schedule.

M/S/C to approve Salary Schedule.

The meeting adjourned at 4:18 p.m.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: January 8, 2026
TO: Board of Directors
FROM: Jacqueline Nguyen
Chair, Budget & Finance Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: Approval of Monthly Sufficiency of Allocation Report, October 2025

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: January 8, 2026

To: Board of Directors

From: Budget and Finance Committee

Subject: Highlights – October 2025 Sufficiency of Allocation Report (SOAR)

Purchase of Services (POS)

RCOC received the planning allocation that is used to determine the sufficiency or deficiency of the allocation. However, due to the continued increase in workload as a result of the full implementation of the Rate Model increases and transition to new service codes/subcodes, submission of the Sufficiency of Allocation Report (SOAR) normally due on December 10, 2025, has been postponed until further notice.

Although the allocation of \$876.6 million is higher than prior year's expenditures, the full implementation of the Rate Models continues to result in increases for providers retroactive to January 1, 2025. In addition, the impact of some pending Rate Model implementation factors are still unknown.

Factors that will affect expenditures in this fiscal year:

- Continuation costs for higher provider rates
- Impact of rates for providers transitioning to new service codes/subcodes as a result of the full Rate Model implementation
- Impact of the end of the held harmless period on February 28, 2026, as a result of the full Rate Model implementation
- Impact of the new minimum wage increase effective January 1, 2026
- Impact of the 572 persons who will graduate from school to regional center-funded adult day programs

Year to date, RCOC's caseload increased by 634 for an annualized caseload growth of 5.5%; the regional center system increased 13,167 persons for an annualized caseload growth of 6.7%.

Operations

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

Monthly Sufficiency of Allocation Report
As of October 31, 2025

PURCHASE OF SERVICE	B-2 (Previously Preliminary) ALLOCATION	A		B		C		D		E		F		G		H	
		ACTUAL SPENT YEAR TO DATE	PROJECTED EXPENDITURES AT "RUN RATE"	SOAR PROJECTED EXPENDITURES n/a	SOAR PROJECTED EXPENDITURES n/a	(column A-D)/A %	(column A-D) YEAR TO DATE	CHANGE FROM PRIOR MO. REPORTED	VARIANCE (column A-D) AMOUNT	SPENT PRIOR YEAR	SPENT PRIOR YEAR	SPENT PRIOR YEAR	SPENT PRIOR YEAR	SPENT PRIOR YEAR	SPENT PRIOR YEAR	SPENT PRIOR YEAR	
(1) Licensed Residential Care	236,062,353	\$ 85,562,461	\$ 256,687,383		\$0	n/a	n/a	n/a	n/a	\$235,482,353							
(2) Day Care	1,912,492	269,593	1,848,638		0	n/a	n/a	n/a	n/a	1,384,204							
(3) Day Training	71,952,139	26,418,067	79,254,201		0	n/a	n/a	n/a	n/a	99,482,232							
(4) Habilitation	9,859,276	3,084,247	9,874,017		0	n/a	n/a	n/a	n/a	8,766,557							
(5) Transportation	29,370,862	7,657,617	29,601,708		0	n/a	n/a	n/a	n/a	19,400,986							
(6) Respite	89,057,334	24,889,615	92,939,773		0	n/a	n/a	n/a	n/a	82,978,677							
(7) Personal Assistance	79,544,608	25,387,531	82,450,704		0	n/a	n/a	n/a	n/a	71,848,009							
(8) Supported Living	86,205,351	30,858,177	92,574,531		0	n/a	n/a	n/a	n/a	78,144,108							
(9) Non-medical	81,984,936	28,198,188	89,755,506		0	n/a	n/a	n/a	n/a	41,587,868							
(10) Medical	77,303,972	26,451,077	91,364,591		0	n/a	n/a	n/a	n/a	19,646,741							
(11) Other	71,033,420	21,314,882	63,944,646		0	n/a	n/a	n/a	n/a	89,116,152							
(12) Early Start (Age 0-3)	42,163,144	12,934,655	40,435,076		0	n/a	n/a	n/a	n/a	40,117,726							
(13) Community Placement Plan	110,000	0	0		0	n/a	n/a	n/a	n/a	80,000							
(14) Purchase of Service Total	<u>876,559,887</u>	<u>293,026,110</u>	<u>930,730,773</u>		0	0%		0	0	<u>788,035,613</u>							
OPERATIONS															\$0 If all SPA receivables are paid.		
(15) Operating Expense (Gross)	14,029,590	4,195,180	12,585,541		14,029,590	0%		0	0	8,936,479							
(16) Less Interest Income and SPA Fees	<u>-600,000</u>	<u>-778,888</u>	<u>-2,336,664</u>		<u>-600,000</u>	0%		0	0	<u>-2,841,035</u>							
(17) Operating Expense (Net)	13,429,590	3,416,292	10,248,876		13,429,590	0%		0	0	6,095,443							
(18) Personal Services	71,394,439	21,737,376	65,212,129		71,394,439	0%		0	0	58,081,996							
(19) Family Resource Center/Services	295,515	62,308	186,924		295,515	0%		0	0	219,900							
(20) Operations Total	<u>85,119,544</u>	<u>25,215,977</u>	<u>75,647,930</u>		<u>85,119,544</u>	0%		0	0	<u>64,397,339</u>							
(21) Total	<u>\$961,679,431</u>	<u>\$318,242,087</u>	<u>\$1,006,378,703</u>		<u>\$85,119,544</u>	0%		<u>\$0</u>	<u>\$0</u>	<u>\$852,432,952</u>							

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

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

STATEMENT OF ASSETS, LIABILITIES AND FUND BALANCES
AS OF OCTOBER 31, 2025

ASSETS	GENERAL FUND	CUSTODIAL FUND
CURRENT ASSETS		
Petty cash	\$300.00	
Checking	94,614,691.84	\$53,219.83
Savings	343,367.22	
Money market	0.00	
Payroll	454,901.41	
Donations	211,271.51	
Unemployment	775,316.81	
Certificate of deposit	0.00	
 Total current assets	 96,399,848.79	 53,219.83
 RECEIVABLES		
State claim	157,610,583.56	
Client support revenue	6,138.27	519.49
Due from State - prior years	53,118,573.89	
Due from ICF - ICF Supplemental Services	4,878,703.14	
 Total receivables	 215,613,998.86	 519.49
 PREPAID ITEMS		
Deposits	343,582.86	
Prepaid expense	0.00	
 Total prepaid items	 343,582.86	 0.00
 OTHER ASSETS		
Tenant improvements	155,666.58	
Building acquisition	63,613.98	
 Total other assets	 219,280.56	 0.00
 TOTAL ASSETS	 \$312,576,711.07	 \$53,739.32
 LIABILITIES AND FUND BALANCES		
 LIABILITIES		
Accounts payable	\$50,957,278.79	\$6,138.27
Due to State - ICF Supplemental Services	0.00	
Loans payable	0.00	
Cash advance	260,697,448.85	
Unemployment insurance	710,711.92	
 Total liabilities	 312,365,439.56	 6,138.27
 FUND BALANCES		
General	211,271.51	
Donations	47,601.05	
Custodial		
 TOTAL LIABILITIES AND FUND BALANCES	 \$312,576,711.07	 \$53,739.32

REGIONAL CENTER OF ORANGE COUNTY
BRIAN'S FUND
OCTOBER 31, 2025

Beginning Balance	\$210,082.53
Donations:	
Sharon T. Shab	\$500.00
Martin Family-Justin Martin,Caitlin Siegfried	<u>500.00</u>
Subtotal Donations	\$1,000.00
Loan Payments	180.00
Interest	8.98
Disbursements	<u>0.00</u>
Net Increase (Decrease)	<u>1,188.98</u>
Ending Balance	<u><u>\$211,271.51</u></u>

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: January 8, 2026
TO: Board of Directors
FROM: Jacqueline Nguyen
Chair, Budget & Finance Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: Approval of Monthly Sufficiency of Allocation Report, November 2025

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: January 8, 2026

To: Board of Directors

From: Budget and Finance Committee

Subject: Highlights – November 2025 Sufficiency of Allocation Report (SOAR)

Purchase of Services (POS)

RCOC received the planning allocation that is used to determine the sufficiency or deficiency of the allocation. However, due to the continued increase in workload as a result of the full implementation of the Rate Model increases and transition to new service codes/subcodes, submission of the Sufficiency of Allocation Report (SOAR) normally due on December 10, 2025, has been postponed until further notice.

Although the allocation of \$876.6 million is higher than prior year's expenditures, the full implementation of the Rate Models continues to result in increases for providers retroactive to January 1, 2025. In addition, the impact of some pending Rate Model implementation factors are still unknown.

Factors that will affect expenditures in this fiscal year:

- Continuation costs for higher provider rates
- Impact of rates for providers transitioning to new service codes/subcodes as a result of the full Rate Model implementation
- Impact of the end of the held harmless period on February 28, 2026, as a result of the full Rate Model implementation
- Impact of the new minimum wage increase effective January 1, 2026
- Impact of the 572 persons who will graduate from school to regional center-funded adult day programs

Year to date, RCOC's caseload increased by 634 for an annualized caseload growth of 5.5%; the regional center system increased 13,167 persons for an annualized caseload growth of 6.7%.

Operations

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

Monthly Sufficiency of Allocation Report
As of November 30, 2025

PURCHASE OF SERVICE	B-2 (Previously Preliminary) ALLOCATION	A		B		C		D		E		F		G		H	
		ACTUAL SPENT YEAR TO DATE	PROJECTED EXPENDITURES AT "RUN RATE"	SOAR PROJECTED EXPENDITURES n/a	SOAR PROJECTED EXPENDITURES n/a	(column A-D)/A %	(column A-D) YEAR TO DATE	CHANGE FROM PRIOR MO. REPORTED	SPENT PRIOR YEAR								
(1) Licensed Residential Care	236,062,353	\$ 103,211,609	\$ 256,260,192		\$0	n/a	n/a	n/a	\$235,482,353								
(2) Day Care	1,912,492	322,393	1,842,246		0	n/a	n/a	n/a	1,384,204								
(3) Day Training	71,952,139	29,912,312	78,696,211		0	n/a	n/a	n/a	99,482,232								
(4) Habilitation	9,859,276	3,227,984	9,806,534		0	n/a	n/a	n/a	8,766,557								
(5) Transportation	29,370,862	7,871,564	29,518,365		0	n/a	n/a	n/a	19,400,986								
(6) Respite	89,057,334	24,947,229	93,154,908		0	n/a	n/a	n/a	82,978,677								
(7) Personal Assistance	79,544,608	25,387,531	82,450,704		0	n/a	n/a	n/a	71,848,009								
(8) Supported Living	86,205,351	38,397,175	92,528,505		0	n/a	n/a	n/a	78,144,108								
(9) Non-medical	81,984,936	32,842,660	89,570,891		0	n/a	n/a	n/a	41,587,868								
(10) Medical	77,303,972	32,654,399	91,128,555		0	n/a	n/a	n/a	19,646,741								
(11) Other	71,033,420	21,921,578	63,387,695		0	n/a	n/a	n/a	89,116,152								
(12) Early Start (Age 0-3)	42,163,144	14,662,260	40,262,499		0	n/a	n/a	n/a	40,117,726								
(13) Community Placement Plan	110,000	0	0		0	n/a	n/a	n/a	80,000								
(14) Purchase of Service Total	<u>876,559,887</u>	<u>335,358,694</u>	<u>928,607,304</u>		0	0%	0	0	<u>788,035,613</u>								
OPERATIONS												\$0 If all SPA receivables are paid.					
(15) Operating Expense (Gross)	14,029,590	4,931,264	11,835,035		14,029,590	0%	0	0	8,936,479								
(16) Less Interest Income and SPA Fees	<u>-600,000</u>	<u>-969,658</u>	<u>-2,327,178</u>		<u>-600,000</u>	0%	0	0	<u>-2,841,035</u>								
(17) Operating Expense (Net)	13,429,590	3,961,607	9,507,857		13,429,590	0%	0	0	6,095,443								
(18) Personal Services	71,394,439	27,058,319	64,939,965		71,394,439	0%	0	0	58,081,996								
(19) Family Resource Center/Services	295,515	91,250	218,999		295,515	0%	0	0	219,900								
(20) Operations Total	<u>85,119,544</u>	<u>31,111,175</u>	<u>74,666,821</u>		<u>85,119,544</u>	0%	0	0	<u>64,397,339</u>								
(21) Total	<u>\$961,679,431</u>	<u>\$366,469,869</u>	<u>\$1,003,274,125</u>		<u>\$85,119,544</u>	0%	<u>\$0</u>	<u>\$0</u>	<u>\$852,432,952</u>								

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

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

STATEMENT OF ASSETS, LIABILITIES AND FUND BALANCES
AS OF NOVEMBER 30, 2025

ASSETS	GENERAL FUND	CUSTODIAL FUND
CURRENT ASSETS		
Petty cash	\$300.00	
Checking	89,932,286.73	\$51,745.57
Savings	94,843.50	
Money market		
Payroll	460,894.50	
Donations	219,076.91	
Unemployment	775,226.19	
Certificate of deposit		
 Total current assets	 91,482,627.83	 51,745.57
RECEIVABLES		
State claim	164,962,319.89	
Client support revenue	30,021.21	291.00
Due from State - prior years	42,016,721.75	
Due from ICF - ICF Supplemental Services	6,026,148.39	
 Total receivables	 213,035,211.24	 291.00
PREPAID ITEMS		
Deposits	343,582.86	
Prepaid expense		
 Total prepaid items	 343,582.86	 0.00
OTHER ASSETS		
Tenant improvements	155,666.58	
Building acquisition	63,613.98	
 Total other assets	 219,280.56	 0.00
 TOTAL ASSETS	 \$305,080,702.49	 \$52,036.57
LIABILITIES AND FUND BALANCES		
LIABILITIES		
Accounts payable	\$50,591,975.48	\$30,021.21
Due to State - ICF Supplemental Services		
Loans payable		
Cash advance	253,558,778.88	
Unemployment insurance	710,871.22	
 Total liabilities	 304,861,625.58	 30,021.21
FUND BALANCES		
General	219,076.91	
Donations		
Custodial		22,015.36
 TOTAL LIABILITIES AND FUND BALANCES	 \$305,080,702.49	 \$52,036.57

REGIONAL CENTER OF ORANGE COUNTY
BRIAN'S FUND
NOVEMBER 30, 2025

Beginning Balance \$211,271.51

Donations:

Spoelstra LLC \$10,000.00

Loan Payments 175.00

Interest 8.82

Disbursements:

Refund (Loan Overpayment) -\$100.00
Wish Tree -2,278.42

Subtotal Disbursements -2,378.42

Net Increase (Decrease) 7,805.40

Ending Balance \$219,076.91

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: January 8, 2026
TO: Board of Directors
FROM: Jacqueline Nguyen
Chair, Budget & Finance Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: Approval of Budget Amendment B-3 for Fiscal Year 2025-26

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., B-1, B-2, etc.

REASON FOR CURRENT ITEM:

The Department of Developmental Services informed regional centers that they would send the B-3 allocation numbers in January.

FISCAL IMPACT:

Unknown at this time.

RECOMMENDATION:

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

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: January 8, 2026

TO: Board of Directors

FROM: Larry Landauer
Executive Director

SUBJECT: **Approval of Start-Up Funding Agreement for START Crisis Support Team Services with Easter Seals Southern California, Inc. (CRDP Project No. 2526-4)**

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

BACKGROUND:

The Department of Developmental Services (DDS) has made an allocation to RCOC's Community Resource Development Plan (CRDP) for the development of the Systemic, Therapeutic, Assessment, Resources, and Treatment (START) program. START is a community-based model of crisis prevention and intervention for individuals with intellectual and developmental disabilities and mental health needs. START operates on a three-part model: (1) training outreach and education to the system; (2) assessment and identification of strengths, needs and challenges; and (3) in-person emergency assessment with crisis follow-up. The program works to build a strong foundation for crisis support for individuals across their lifespan. The Board previously approved a start-up funding agreement with the University of New Hampshire for development of the START program on May 1, 2025.

REASON FOR CURRENT ITEM:

DDS has allocated \$300,000 in CRDP start-up funding for the direct service provider that will develop and implement the START Crisis Support Team under the guidance of the University of New Hampshire's National Center for START Services (NCSS). On August 6, 2025, RCOC posted a Request for Proposals (RFP) for a service provider. Seven responses were received, only four of which met the initial criteria for consideration. The RFP Review Committee evaluated the proposals, interviewed the four qualifying applicants, and gathered information from other regional centers regarding any quality assurance concerns. After consideration of all available information, the RFP Review Committee recommends that Easter Seals Southern California, Inc. be awarded the Start-Up Funding Agreement for START Crisis Support Team Services.

FISCAL IMPACT:

DDS has allocated \$300,000 in CRDP start-up funds for the restricted use as defined above.

RECOMMENDATION:

That the Board approve the Start-Up Funding Agreement as presented.

**AGREEMENT FOR START- UP FUNDS FOR
START CRISIS SUPPORT TEAM SERVICES
BETWEEN REGIONAL CENTER OF ORANGE COUNTY
AND
EASTER SEALS SOUTHERN CALIFORNIA, INC.**

RCOC CRDP PROJECT NO. 2526-4

This agreement ("Agreement") is made and entered into this _____ day of _____, 2026 ("Effective Date"), by and between the Regional Center of Orange County, a California nonprofit corporation ("RCOC") and Easter Seals Southern California, Inc., a California nonprofit corporation ("Contractor"). RCOC and Contractor shall be jointly referred to as the "Parties".

RECITALS

WHEREAS, pursuant to a contract with the California Department of Developmental Services ("DDS") RCOC provides services to individuals with developmental disabilities ("RCOC Persons Served"); and

WHEREAS, DDS has allocated Community Resource Development Plan ("CRDP") Start-Up Funds ("Start-Up Funds") to RCOC to develop a Systemic, Therapeutic, Assessment, Resources, and Treatment Crisis Support Team ("START Team") to meet the needs of RCOC Persons Served; and

WHEREAS, Contractor submitted a proposal ("Contractor's Proposal") to develop a START Team to serve RCOC Persons Served in response to RCOC's Request for Proposals dated August 6, 2025 ("RFP"); and

WHEREAS, Contractor will develop and implement the START Team under the guidance of the National Center for START Services to support individuals with intellectual and developmental disabilities and co-occurring behavioral health needs (the "Program"); and

WHEREAS, after the Start-Up phase has been completed, the Parties will enter into a service agreement for the provision of services for each RCOC Person Served placed in the Program; and

WHEREAS, Contractor agrees and understands that RCOC will provide the referrals for placement in the Program and that the Contractor may not refuse to accept otherwise appropriate placements;

NOW THEREFORE, on the basis of the foregoing Recitals and in consideration of the covenants, conditions and representations contained in this Agreement, it is mutually agreed between the Parties as follows:

1. **ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the Parties, pertaining to the subject matter contained herein and supersedes all prior agreements, representations, and understandings of the Parties, either oral or written. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties. The recitals set forth above are fully incorporated herein.

2. **TERM OF THE AGREEMENT**

Subject to the provisions for earlier termination provided herein, the term of this Agreement shall be from the Effective Date to the earlier of the date this Agreement is terminated by RCOC or Contractor no longer operates the Program. Upon completion of the final Milestone, the Parties will subsequently enter into a service agreement for the provision of on-going services for each RCOC Person Served referred to the Program.

3. **CONTRACTOR COMPENSATION**

The total not to exceed compensation payable by RCOC to Contractor is Three-Hundred Thousand Dollars (\$300,000.00). It is understood and agreed that the Start-Up Funds provided under this Agreement may not cover the complete cost of Contractor's obligations under this Agreement. Any additional funds that Contractor may need to fulfill its obligations to meet the requirements of this Agreement shall be contributed by Contractor as set forth in Paragraph 4 of this Agreement. To the extent that any Start-Up funds are paid, but not used by Contractor as authorized by this Agreement, they shall be returned to RCOC within ten (10) business days of demand, which funds will then be returned to DDS.

4. **SERVICES TO BE PERFORMED BY CONTRACTOR**

- a. Contractor agrees to provide services as specified in this Agreement, which Agreement includes the RFP and Contractor's Proposal. The RFP is attached hereto as Exhibit A and incorporated herein by reference. Contractor's Proposal is attached to this Agreement as Exhibit B, and incorporated herein by reference. These Agreement documents are to be interpreted as complementary, but in the event of any conflict among the Agreement documents, the order of precedence shall be this Agreement, the RFP and Contractor's Proposal.
- b. Contractor agrees to develop and implement a START Team as set forth in the RFP (Exhibit A) and Contractor's Proposal (Exhibit B). The Program shall be prepared to serve participants referred by RCOC who have complex needs including intellectual and developmental disabilities and co-occurring mental health needs.
- c. Contractor agrees and understands that there will be an extended training period resulting in a delay between vendorization for services and the start date of RCOC Persons Served.
- d. Contractor shall develop a program design to operate the Program that meets the requirements of operation set forth in Title 17 of the California Code of Regulations and the specifications contained within the RFP and Contractor Proposal. Contractor agrees to provide services in accordance with this program design once providing services to RCOC Persons Served in the Program.

- g. Contractor shall provide services only to RCOC Persons Served. The RCOC Persons Served referred to the Program will have one or more of the following developmental disabilities—mild to severe intellectual disability, cerebral palsy, epilepsy, autism, an Axis I mental health diagnosis as defined in the DSM-V, severe self-care deficits, deficits in speech and hearing, and/or health related conditions. Contractor will be vendedored at the rate established by DDS.
- h. Prior to the start date of the first Person Served, Contractor shall hire and train all staff necessary to meet the requirements set forth in the RFP (Exhibit A), Title 17 regulations, the Program's program design, and the needs of Persons Served as identified in their Individual Program Plan.

5. **NOTICES**

All correspondence, notices, requests and demands shall be deemed received and effective five (5) days from mailing. All notices and demands shall be served by registered or certified mail. All correspondence, notices, requests and demands are to be delivered to the respective Agreement managers at the following addresses:

If to RCOC:

Arturo Cazares
Associate Executive Director
Regional Center of Orange County
1525 North Tustin Avenue
Santa Ana, CA 92705
Phone: (714) 796-5100
E-mail: acazares@rcocdd.com

With a Copy to:

Christina Petteruto
General Counsel
Regional Center of Orange County
1525 North Tustin Avenue
Santa Ana, CA 92705
Phone: (714) 796-5100
E-Mail: cpetteruto@rcocdd.com

If to the Contractor:

Easter Seals Southern California, Inc.
Attn:
Address:
Phone:
E-mail:

6. **CONTRACTOR INVOICE**

- a. Contractor shall submit electronic invoices and reports in a form required by RCOC, as described in this paragraph, to RCOC, at the time of completion of any of the milestones described in Exhibit D ("Milestones"), which is attached hereto and incorporated by reference. Each report shall contain the following information: date,

amount claimed, with supporting documentation for each of the milestones completed, any difficulties encountered in the completion of one (1) or more the milestones, remedial action taken, and any additional time needed to accomplish the subsequent milestones as a result of the difficulties.

b. All final documentation supporting all of the Milestones shall be submitted in accordance with the Payment Milestones set forth in Exhibit D, and under no circumstances later than March 1, 2028. Final payment shall be withheld until after receipts are reconciled by RCOC and all required documentation has been submitted.

7. **MONITORING BY RCOC**

RCOC has the authority to monitor Contractor's performance under this Agreement. Contractor shall extend its full cooperation to RCOC in performance of monitoring activities.

8. **AUDIT AND INSPECTION OF RECORDS**

a. Contractor agrees to maintain and make available to RCOC and to DDS accurate books, invoices, receipts and accounting records relative to its costs and expenses (hereinafter collectively referred to as the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services or other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.

b. Contractor will permit RCOC, DDS, and any authorized agency representative with oversight responsibilities to audit, examine and make excerpts, reproductions and transcripts from such records related to all matters covered by this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years after final payment under this Agreement, or until after a final audit has been resolved, whichever is later. The records shall be available during RCOC's regular business hours.

c. All audits shall be conducted in accordance with the provisions of Section 50606 of Title 17. Contractor shall be bound by Section 50700, *et seq.*, of Title 17 should Contractor elect to appeal any audit finding or recommendation.

d. The State of California and any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon RCOC by this section.

e. Contractor shall accept financial liability for any and all audit findings and/or recommendations disclosed by audit and promptly repay amounts owed unless such findings and/or recommendations are appealed and liquidation is stayed pursuant to Section 50705 of Title 17.

9. **MANNER OF PAYMENT OF FUNDS**

a. RCOC will make the first payment to Contractor upon satisfaction of the terms and conditions outlined in Exhibit C of this Agreement, Guidelines for Using Start-Up Funding, (the "Guidelines") for disbursement of payment for Milestone #1 and upon receipt of a fully executed copy of this Agreement. Thereafter, Contractor will be reimbursed for costs in the manner described in the Guidelines upon completion of the remaining Milestones.

- c. The payments hereunder shall be made in accordance with the Guidelines and approval of the invoices and reports by RCOC. RCOC will pay such invoices within 30 days of approval thereof.

10. **EQUIPMENT AND MATERIALS ARE PROPERTY OF THE STATE**

- a. All equipment, material, supplies, or property (collectively, "Property") of any kind purchased from Start-Up Funds and not fully consumed shall be the property of the State. Contractor shall submit a list of any Property with a unit cost of \$2,000 using a form approved by RCOC. Within 30 days after the first RCOC Person Served has been placed into the Program, the Contractor shall provide a final inventory to RCOC. Final determination of the destination of such equipment shall be in accordance with instructions from the State.
- b. In the event that this Agreement terminates prior to the expiration of its term or thereafter, if instructed by DDS, RCOC may repossess any Property.
- c. Contractor agrees that all reports and documents produced as part of this Agreement shall remain the property of DDS and/or RCOC.

11. **CONTRACTOR'S USE of START-UP FUNDS**

- a. The Guidelines shall be followed in determining Contractor expenditures which are allowable for reimbursement.
- b. Prior written authorization from RCOC will be required for expenditures not previously approved through the Contractor's Proposal, this Agreement or Exhibit C, before any reimbursement will be made. In seeking such authorization, the Contractor must submit a request for authorization which includes sufficient information for RCOC to evaluate the desirability of incurring such costs and its reasonableness. This may include, but is not limited to, copies of receipts, licenses, permits, bank statements, work orders, etc.

12. **VENDOR STATUS NEEDED**

Contractor will comply with all applicable RCOC vendor requirements to obtain and preserve a current vendor status.

13. **OFFICIALS NOT TO BENEFIT**

No member of or delegate to Congress or the State Legislature shall share in or receive any financial benefit of this Agreement.

14. **NONDISCRIMINATION IN SERVICES, BENEFITS, AND FACILITIES/PROGRAMS**

- a. During the performance of this Agreement, Contractor and its subcontractor(s) shall not discriminate against any person on the basis of religion, color, ethnic group identification, sex, sexual orientation, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), sex or sexual orientation. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- b. Contractor and its subcontractor(s) shall give written notice of their obligations, where applicable, under this paragraph to labor organizations with which they have a collective bargaining or other agreement.
- c. Contractor shall include the nondiscrimination and compliance provisions of this paragraph in all subcontracts to perform work under this Agreement.
- d. In the event of the Contractor's noncompliance with the discrimination provisions of this Agreement or with any applicable Federal rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further State contracts as provided by law.
- e. RCOC may take such action with respect to this Agreement as the State of California may direct as a means of enforcing provisions pertaining to discrimination, including sanctions for noncompliance.

15. **TERMINATION**

- a. It is expressly understood and agreed that in the event that Contractor fails to perform its obligations under this Agreement, this Agreement may be terminated by RCOC for cause and all of Contractor's rights hereunder shall be terminated. Such termination for cause shall be effective immediately upon delivery of written notice thereof by RCOC. Immediately upon receipt of such written notice, Contractor shall, unless otherwise directed by RCOC, commence no new work and shall cease all work already begun under this Agreement. Within 14 calendar days after receipt of such written notice, Contractor shall provide RCOC with a list of all Property purchased with Start-Up Funds and shall surrender same as requested by RCOC.
- b. In the event Contractor fails to operate the Program for a period of ten years, Contractor shall return 1/10th of the Start-Up Funds received by Contractor for each year or portion thereof, rounded to the nearest month, that the Program is not operated for the ten-year period. By way of example, if the Program is operated for only four years the Contractor shall return 60% of the Start-Up Funds received. The formula for calculating the amount to be returned is: $[(120 \text{ months} - \text{months of Contractor operation}) \div 120 \text{ months}] \times \text{the amount of Start-Up Funds received}$. In the above example the Contractor would return \$180,000. $120 - 48 = 72$; $72 \div 120 = 60\%$; $60\% \times \$300,000 = \$180,000$. The provisions of this subsection b. shall not apply to circumstances entirely beyond Contractor's control that do not allow Contractor to continue to operate the Program.
- c. RCOC shall have the right to suspend or terminate this Agreement for cause upon the occurrence of a number of factors which include, but are not limited to, the following:
 - (1) Failure or refusal of the Contractor to perform or do any act herein required.
 - (2) Conduct or conditions which are detrimental to the safety and well-being of a RCOC Client.
 - (3) Contractor's loss of any license(s), accreditation(s), or certification(s) required for this Agreement.
 - (4) Failure to maintain practices consistent with good management, such as, but no limited to:

- (A) Failure to maintain any required insurance, pay payroll taxes or other payments required by law.
- (B) Failure to adhere to established accounting and fiscal practices for the work provided under this Agreement.

16. FUNDING CONTINGENCY

a. Notwithstanding anything in this Agreement to the contrary, the validity of this Agreement (including RCOC's obligation to remit payments to Contractor) is conditioned on RCOC's receipt of adequate funds from DDS to pay for the services described in this Agreement (the "Funding Contingency"). The Funding Contingency is a part of this Agreement because RCOC's annual funding agreement with DDS provides that such funding agreement is subject to the appropriation of funds by the Legislature, and that if such funds are not appropriated for any fiscal year into which such funding agreement extends, the funding agreement is of no force and effect. Further, in the annual funding agreement DDS will specifically allocate a specific amount of funding for each SADP covered by this Agreement. RCOC shall therefore have the right and option to terminate this Agreement without liability, and such termination shall be deemed a failure of the Funding Contingency, if (1) DDS for any reason fails to allocate funds to RCOC for any period covered by this Agreement for an SADP; or (2) DDS allocate funds to RCOC for a period covered by this Agreement which RCOC reasonably determines are inadequate to pay for all of the Contractor services and other expenses which RCOC expects to incur in such fiscal year as to any SADP. In such an event, RCOC has the absolute discretion to elect to fund other services rather than the services identified in this Agreement. When insufficient funds exist for RCOC to pay for all potential services to its Persons Served, RCOC shall have the right, under clause (2) above, in its sole and absolute discretion to fund services other than the services identified in this Agreement, based on which services RCOC believes are in the best interests of its Persons Served. If there is a failure of the Funding Contingency, then (1) RCOC shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and (2) neither party shall be obligated to further perform any provisions of this Agreement.

b. In addition to the above, if there are insufficient funds available from DDS to pay for all of the Contractor services and other CRDP expenses which RCOC expects to incur in any fiscal year, as determined by RCOC in its sole and absolute discretion, RCOC shall have the option at any time, on 30 days' notice to Contractor, to reduce the amount of services being provided under this Agreement. In such event, the parties will in good faith negotiate to attempt to agree on Contractor's new amount of compensation under the modified agreement. If the parties are unable to agree on Contractor's new compensation for its reduced services within such 30 day period, RCOC shall then either (1) terminate this Agreement because of the failure of a Funding Contingency or (2) rescind its reduction of Contractor's services, in which event this Agreement shall continue in full force and effect without such reduction in services or compensation.

17. APPLICABLE LAWS

Contractor shall render services in accordance with the applicable provisions of federal and California laws, including, but not limited to, Welfare and Institutions Code § 4500 et seq., and Title 17 and Title 22 of the California Code of Regulations.

18. INDEPENDENT CONTRACTOR

a. Contractor and its agents and employees, in performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of RCOC or DDS.

- b. Contractor shall be wholly responsible for the manner in which Contractor and its employees perform the services required of Contractor by the terms of this Agreement.
- c. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security and income tax withholdings and all other regulations governing such matters.
- d. Contractor shall not be, or in any manner represent, imply or hold itself out to be an agent, partner or representative of RCOC. Contractor has no right or authority to bind or represent RCOC. The only relationship between Contractor and RCOC is that of independent contractors and neither shall be responsible for any obligations, liabilities or expenses of the other, or any act or omission of the other, except as expressly set forth herein.

19. **ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

- a. Contractor shall not assign any part of this Agreement or an interest therein, without the prior written approval of the Director of RCOC. The experience, skill, knowledge, good judgment, discretion, capability and reputation of Contractor, its principles, officers, directors, owners and employees were a substantial inducement for RCOC to enter into this Agreement.
- b. RCOC shall not be responsible for any payments of any kind directly to any subcontractors under any circumstance and shall not have any liability for any actions of any subcontractors.

20. **AMENDMENT BY LAW**

Any provision of this Agreement in conflict with statutes or regulations is hereby amended to conform to the provisions of those statutes and regulations. Such amendment of the Agreement shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the Parties. RCOC must in good faith notify Contractor upon its gaining notice of any amendment or new law which would affect this Agreement. If the amendment or any portion of this Agreement is held to be unenforceable and would substantially defeat the reasonable expectations of the Parties in entering into this Agreement then this Agreement may be terminated by either Party.

21. **CONFIDENTIALITY OF RECORDS**

The Contractor shall maintain confidentiality of records in accordance with state and federal law, including, but not limited to, the provisions of Welfare and Institutions Code §§ 4514, 5328, and 14100.2. The Contractor and all employees shall respect the confidentiality of all RCOC Person Served information they receive.

22. **TIME OF THE ESSENCE**

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

23. **FUTURE COOPERATION**

Contractor agrees to cooperate with RCOC and will return as soon as possible all documents submitted by RCOC which may be required by state or federal laws or regulations, including but not limited to the IRS W-9 form.

24. **INDEMNITY AND HOLD HARMLESS AGREEMENT**

Contractor shall indemnify, defend and hold harmless the DDS, RCOC, and their officers, agents and employees (collectively, "Indemnified Parties") from and against all alleged claims, causes of action, suits, judgments, investigations and losses (collectively, "Indemnified Claims") arising out of or related to the following:

- a. Any alleged culpable act, error, omission, negligence, fraud, recklessness or willful misconduct of Contractor or by any person, firm, corporation or other entity rendering any services under this Agreement on behalf of the Contractor, either directly or indirectly.
- b. Any failure by Contractor to perform services under this Agreement.
- c. To the extent permitted by law, any claim that RCOC failed to sufficiently monitor Contractor's care and supervision of an RCOC Person Served.
- d. Contractor at its own expense and risk shall defend any Indemnified Claim brought against the Indemnified Parties with attorneys that are reasonably satisfactory to the Indemnified Parties. A Indemnified Party may assume its own defense by delivering written notice to Contractor of such election and Contractor shall pay therefore if a conflict exists in the litigation as between the Indemnified Party and the Contractor, the Contractor is not providing an effective defense, or the Contractor lacks the financial capability to satisfy potential liability and/or an effective defense. Contractor shall pay and satisfy any settlement or any judgment which may be rendered against the Indemnified Parties from an Indemnified Claim; provided that this indemnity section shall not apply to claims arising out of the active negligence or willful misconduct of the Indemnified Parties.

25. **WAIVER**

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

26. **DISPUTE AND ATTORNEYS' FEES**

26.1. The parties agree that any dispute arising out of this Agreement shall be subject to the following:

- 26.1.1. If the dispute is of a type governed by the vendor appeal process, then the dispute shall be resolved in accordance with Title 17 regulations.
- 26.1.2. In the event of any dispute or litigation, including arbitration, arising out of, or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

27. **INSURANCE**

Without limiting Contractor's liability for indemnification of RCOC as set forth in Section 24 above, Contractor shall obtain and maintain in effect, during the term of this Agreement, the following insurance coverage and provisions:

- a. Evidence of Coverage. Prior to commencement of any work under this Agreement, Contractor shall provide on an insurance industry approved form a Certificate of Insurance certifying that coverage as required in this Paragraph 27 has been obtained and remains in force for the period required by this Agreement. In addition, Contractor shall produce a certified copy of the policy or policies to RCOC upon request. Each policy shall meet the following requirements:
 - i. Additional Insured Endorsement. Except for Workers' Compensation insurance, each policy shall include an endorsement evidencing that the policy also applies to RCOC and DDS, their officers, directors, agents, employees and volunteers, as additional insureds against loss or liability caused by or connected with Contractor's performance or non-performance under this Agreement.
 - (1) Primary Insurance Endorsement. Each policy shall include an endorsement evidencing that the policy afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by DDS or RCOC, their officers, directors, agents, and employees shall be excess only and not contributing with insurance provided under this policy.
 - ii. Notice of Cancellation or Change of Coverage Endorsement. Each policy shall include an endorsement evidencing that the policy shall not be canceled or changed so as to no longer meet the specified RCOC insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to RCOC at the address shown on the Certificate of Insurance.
 - iii. Separation Clause Endorsement. Each policy shall include an endorsement evidencing that the policy provides coverage separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the company's limit of liability.
 - iv. Termination of Insurance. If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed, or any action or any inaction in connection with this Agreement.

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

- (1) Rated A-:VII or better according to the current Best's Key Rating Guide/Property-Casualty/United States; or
- (2) A company of equal financial stability that is approved by Project Manager or his/her designee; and
- (3) Admitted in the State of California.

vi. Deductible Amounts in Standard Policy. Any policy deductible or self-insured retention on any insurance policy (except auto) which exceeds \$10,000 requires prior written approval of Project Manager or his/her designee. Any policy deductible or self-insured retention on automobile liability over \$5,000 requires prior written approval of RCOC. No approved deductible shall in any way limit liabilities assumed by Contractor under this Agreement.

vii. Subcontractor Insurance Requirements. Should any of the Services under this Agreement be provided by a subcontractor, Contractor shall require each subcontractor (of any tier) to provide the coverages specified in this Section 27, or Contractor may insure any subcontractor under its own policies.

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

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

i. Comprehensive General Liability Insurance. Comprehensive General Liability Insurance for bodily injury (including death) and property damage which provides not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate.

- (1) The coverage shall include:
 - (a) Premises and Operations
 - (b) Contractual Liability expressly including liability assumed under this agreement, excepting the requirement does not apply for service contracts.
 - (c) Personal Injury Liability.
 - (d) Property damage.

- ii. Comprehensive Automobile Liability Insurance. Comprehensive Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles/watercraft, One Million Dollars (\$1,000,000) annual aggregate.
- iii. Workers' Compensation Insurance. Workers' Compensation Insurance shall be maintained. Statutory California Workers' Compensation coverage shall include a broad form all-states endorsement and waiver of subrogation.
- iv. Employers' Liability Coverage. Employers' Liability Coverage of not less than One Million Dollars (\$1,000,000) per occurrence for all employees engaged in work or operations under this Agreement.
- v. Professional Liability. Professional liability/errors and omissions is required in an amount not less than One Million Dollars (\$1,000,000) per occurrence made and One Million Dollars (\$1,000,000) aggregate.
- vi. Sexual Misconduct Liability. Sexual misconduct liability insurance in an amount equal to One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate.

- c. Duration of Insurance. Contractor shall maintain all coverage and insurance for the entire term and for any extended period agreed upon within this Agreement.
- d. Maintain Records re Insurance Coverage. Contractor shall maintain records regarding all coverage and insurance for the term of this Agreement and for any extended period agreed upon within this Agreement.
- e. Withhold Payment for Lack of Required Coverage. RCOC reserves the right to withhold payment of CRDP Funds in the event of material noncompliance with the applicable insurance requirements outlined in this Section 27.

- f. Remedies for Failure to Provide or Maintain Required Insurance or Endorsements. In addition to any other remedies RCOC may have if Contractor (or any subcontractor) fails to provide or maintain any insurance required by this Section 27 to the extent and within the time required by this Agreement, RCOC may, at its sole option:

- i. Obtain the insurance and deduct and retain the amount of the premiums for the insurance from any monies due under this Agreement.
- ii. Order Contractor (and any subcontractor) to cease performance of the work and/or withhold funding until Contractor (or subcontractor) demonstrates compliance with the insurance requirements of this Agreement.
- iii. Immediately and without further cause terminate this Agreement. Exercise of any of the above remedies are in addition to any other remedies RCOC may have and are not the exclusive remedies for Contractor's (or subcontractor's) failure to maintain or secure appropriate policies or endorsements. Nothing in this Agreement shall be construed as limiting in any way the extent to which Contractor (or any subcontractor) may be held responsible for payments of damages to persons or property resulting from Contractor's (or any subcontractor's) performance under this Agreement.

g. Modification of Insurance Requirements. RCOC may modify the insurance requirements set forth above if at any time during the term of this Agreement RCOC determines, in its sole discretion, that additional coverage is necessary to protect RCOC's interests. Contractor shall have ninety (90) days from the date of notification by RCOC to procure such modified coverage.

28. AUTHORITY TO SIGN

All Parties executing this Agreement acknowledge and warrant that they possess the authority to enter into this Agreement on behalf of their respective companies/organizations.

29. INTEGRATION CLAUSE/AMENDMENT

This Agreement, including its attachments and references, is intended as a final expression of the agreement among the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the Parties. The execution of any amendment or modification to this Agreement shall comply with the requirements of applicable statutes, regulations and provisions of RCOC's contract with DDS. Provided that an amendment or modification does not alter the overall goals and basic purpose of this Agreement or increase the not to exceed amount set forth in Section 3, RCOC's Associate Director of Housing has the authority to make modification(s) to this Agreement. Any such modifications shall be approved as to form by RCOC's General Counsel.

30. THIRD-PARTY BENEFICIARIES

Except as specifically provided herein, the Parties do not intend this Agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this Agreement.

31. **HEADINGS**

The headings at each paragraph are for reference purposes only and may not accurately describe all requirements in the paragraph. The headings are not an integral part of this Agreement.

Signature of Authorized Representatives of Contracting Parties:

“RCOC” – Regional Center of Orange County

By: _____

Larry Landauer, Executive Director

“CONTRACTOR” Easter Seals Southern California, Inc.

By: _____

Name/Title: _____

Exhibit A

REQUEST FOR PROPOSALS

Exhibit B

CONTRACTOR PROPOSAL
(Not including financial information)

Exhibit C

GUIDELINES FOR USING START-UP FUNDING

I. General Budget Provisions

- A. Payment provisions in Start-Up Funds (SUF) contracts are on a cost-reimbursement or a fixed unit rate basis, with a ceiling specified on the maximum dollar amount payable by the regional center for each milestone identified in this Agreement.
- B. The SUF contract sets forth the type of facility, service, or program to be developed and may indicate, as well, additional provisions or limitations on reimbursable items specific to that type of service. The SUF contract takes precedence over this guideline.
- C. Reimbursement on SUF contracts commence by submitting verification of paid expenditure to:

Name: Arturo Cazares
Title: Associate Executive Director
Regional Center of Orange County
1525 North Tustin Avenue
Santa Ana, CA 92705
Phone: (714) 796-5100
E-mail: acazares@rcocdd.com

Verification of expenditures requires copies of receipts indicating payment in full by cash or credit card purchase. Lay-a-way items may only be reimbursed for the amount of the deposit or payments made. In the case of personnel costs, a copy of the payroll record or check for salary paid will be acceptable. For lease or rent payments, copies of the signed lease/rental agreement will also be needed.

- D. Milestone contracts are occasionally completed for specific projects. The contract specifies the tasks to be completed for each milestone. Requests for payment may be made after each milestone is completed. Expenditures need to follow the SUF guideline and contract specifications.

II. Personnel Services

- A. A maximum of nine (9) months of identified and reasonable direct personnel and overhead costs, including employee fringe benefits, may be reimbursed. Where salaries and wages are a reimbursable item, the following information should be included: monthly, weekly, or hourly rate, as appropriate personnel classification number of hours worked period worked (example: August 1 - 15, 2025). - If the employee has other duties with the organization, a percentage of personnel time to be charged to the contract needs to be specified.

III. Administrative Overhead

- A. Administrative overhead is an allowable cost only if there is a parent/corporate organizational staff involved with the project who will be expending staff time and resources not covered elsewhere in the project budget.
- B. If administrative overhead is claimed, the administrative overhead shall not exceed fifteen (15%) percent of the total SUF amount as outlined by California Welfare and Institutions Code Section 4629.7.

IV. Consultants

- A. Proposals submitted and accepted must state the rate of compensation to be paid to consultants. The rate shall be an hourly rate with a ceiling on the total amount. Consultants must be qualified to perform the stated service and services must be applicable to the development of the project.
- B. Consultants' rates must conform to either:
 - (1) Schedule of Maximum Allowances (Medi-Cal rate) for positions covered by that schedule; or
 - (2) Comparable State Civil Service positions; or
 - (3) The going (usual and customary) rate for similar work outside state service.
- C. If Option 3 is applicable, the amounts to be paid consultants depend upon the complexity and difficulty of the projects, the ongoing rate for similar work, and the qualifications and reputation of the individual(s) or firm being awarded the contract. The rates paid to consultants under Option 3 must have prior written approval of the RCOC.

V. Real Property

- A. Payments are not permitted for purchase or for construction, renovation, alteration, improvement, or repair of privately owned property which would enhance the value to such property to the benefit of the owner. SUF monies cannot be used for modifications that are solely aesthetic in nature or are not necessary to meet fire and life safety requirements.

VI. Equipment

- A. Examples of equipment which may or may not be purchased or purchased only with prior written approval from the regional center, or leased include:

<u>ITEM/EQUIPMENT</u>	<u>PURCHASE MAY BE ACCEPTABLE</u>	<u>THREE (3) MONTH LEASE</u>	<u>COMMENTS/EXCEPTIONS</u>
<u>Motor vehicles</u>	<u>NO</u>	<u>YES</u>	<u>May be leased for three (3) months during development of project</u>
<u>Computers</u>	<u>NO</u>	<u>YES</u>	<u>May be purchased only if part of a training program for clients, the approved proposal and the approved program design.</u>
<u>Camcorders cameras, fax machines, slide projectors, copy machines</u>	<u>NO</u>	<u>YES</u>	<u>May be purchased only if part of a training program for clients, the approved proposal, and the approved program design.</u>

<u>ITEM/EQUIPMENT</u>	<u>PURCHASE MAY BE ACCEPTABLE</u>	<u>THREE (3) MONTH LEASE</u>	<u>COMMENTS/EXCEPTIONS</u>
Wall-to-wall carpeting	NO	N/A	
Area rugs	YES	N/A	
Shipping of furniture or truck rental*	YES	N/A	*Prior approval required
*Furniture, household appliances, linens, household supplies	*YES	YES	*Furniture needs to be new, sturdy, well-built, and appropriate for residential facility.
*Recreational equipment (games, TV, VCR, exercise equipment, mats)	* YES	N/A	*If for use in the facility/program and if appropriate for the type of service and clients served.
Warranties on appliances	NO	N/A	

B. All approved equipment of any kind purchased from funds reimbursed under the terms of the SUF contract is the property of the State of California. For the purpose of any SUF contract, "equipment" is considered any item purchased with SUF which has a unit acquisition cost of at least five thousand dollars \$5000 or a normal useful life of at least three (3) years. The Contractor must submit to the regional center a detailed inventory, including serial numbers, of any equipment that meets the above criteria. This inventory ("Items Acquired Under Start -Up Fund Contracts") is due within thirty (30) days of the end of the project's completion. The final SUP reimbursement will not be distributed until the regional center's receipt of the inventory.

C. As a general rule, it can be assumed that equipment with a value under live thousand dollars \$5000 will be amortized and no longer be regional center property after three (3) years. For purposes of the SUF contract, equipment/item costs must be considered the sum of the costs of the items functioning together; e.g., mattress, box springs and frame. For questions concerning specific items over five thousand dollars \$5000, please contact the regional center's SUF

Liaison:

Name: Arturo Cazares
 Title: Associate Executive Director
 Regional Center of Orange County
 1525 North Tustin Avenue
 Santa Ana, CA 92705
 Phone: (714) 796-5100
 E-mail: acazares@rcocdd.com

D. Written pre-approval from the regional center is required for reimbursement of any article, supplies, or equipment exceeding one thousand dollars \$1,000 in cost (per unit). A justification, including the reasonableness of the cost, should be submitted prior to purchasing any such article.

- E. Equipment that is approved for lease may not be leased with an option to purchase. The provider shall provide the regional center with copies of signed leases for any equipment using SUF.
- F. All furniture, mattresses sets, and appliances purchased with SUF shall be new, sturdy and well-built. Written pre-approval from the regional center shall be obtained before purchasing previously owned furniture. Household supplies such as linens must be high quality. Comforters and bedspreads must cover the entire bed and coordinate with the room decor (e.g., no partial or non-matching sets).

Exhibit D

MILESTONES

Description of Task	Deadline to Complete Task	Amount of Payment Earned Upon Completion of Task
Execution of this Agreement	March 1, 2026	\$100,000
Secure office space in RCOC's catchment area	August 1, 2026	\$45,000
Hire START Director	August 1, 2026	\$35,000
Hire Clinical Director	October 1, 2026	\$25,000
Hire Clinical Team Lead	November 1, 2026	\$20,000
Job offer letters sent out to 70% of open positions, pending final clearances	January 1, 2027	\$15,000
Job offer letters sent out to 100% of open positions, pending final clearances	March 1, 2027	\$15,000
Complete one month of training (NCSS 3-month training)	May 1, 2027	\$15,000
Complete training (NCSS 3-month training)	September 1, 2027	\$30,000
TOTAL START-UP FUNDING		\$300,000

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: January 8, 2026

TO: Board of Directors

FROM: Larry Landauer
Executive Director

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: Approval of Start-Up Funding Agreement with Service Provider Viento Real, Inc., for the Development of an Adult Residential Facility for Persons with Special Healthcare Needs - Behavioral (CRDP No. 2324-9/2526-1)(Lizbeth)

BACKGROUND:

The Department of Developmental Services (DDS) has made an allocation to RCOC's Community Resource Development Plan (CRDP) for the development of an Adult Residential Facility for Persons with Special Healthcare Needs – Behavioral (ARFPSHN-B). This facility will serve individuals with both medical and behavioral needs who currently reside in a restrictive setting, such as a psychiatric hospital, crisis facility, or locked facility, or who are at risk of being placed in a restrictive setting.

The “buy it once” model will be used for development of the home, which separates ownership of the home from service delivery, so that a service provider can be changed without moving the residents. The Board previously approved agreements with nonprofit housing corporation Brilliant Corners for property acquisition and renovation on June 6, 2024. Brilliant Corners will lease the home to the service provider.

REASON FOR CURRENT ITEM:

DDS has allocated \$250,000 in CRDP start-up funding for the service provider that will operate the ARFPSHN-B. On August 5, 2025, RCOC posted a Request for Proposals (RFP) for a service provider. Four responses were received, only three of which met the initial criteria for consideration. The RFP Review Committee evaluated the proposals, interviewed the applicants, and sought information from other regional centers regarding any quality assurance concerns. After consideration of all available information, the RFP Review Committee recommends that Viento Real, Inc. be awarded the Start-Up Funding Agreement for the development of an ARFPSHN-B.

FISCAL IMPACT:

DDS has allocated \$250,000 in CRDP start-up funds for the restricted use defined above.

RECOMMENDATION:

That the Board approve the Start-Up Funding Agreement as presented.

**AGREEMENT FOR START- UP FUNDS FOR
ADULT RESIDENTIAL FACILITY FOR PERSONS WITH
SPECIAL HEALTHCARE NEEDS - BEHAVIORAL (ARFPSHN-B)
BETWEEN REGIONAL CENTER OF ORANGE COUNTY
AND
VIENTO REAL, INC.**

CRDP PROJECT NO. 2526-1

This agreement ("Agreement") is made and entered into this _____ day of _____, 2026 ("Effective Date"), by and between the Regional Center of Orange County, a California nonprofit corporation ("RCOC") and Viento Real, Inc., a California corporation ("Contractor"). RCOC and Contractor shall be jointly referred to as the "Parties".

RECITALS

WHEREAS, pursuant to a contract with the State of California Department of Developmental Services ("DDS") RCOC provides services to individuals with developmental disabilities ("RCOC Persons Served"); and

WHEREAS, DDS has allocated Community Resource Development Plan ("CRDP") Start-Up funds ("Start-Up Funds") to RCOC to develop an Adult Residential Facility for Persons with Special Healthcare Needs – Behavioral (ARFPSHN-B) to serve adult RCOC Persons Served requiring 24-hour nursing care, support with all activities of daily living, and behavioral supports; and

WHEREAS, Contractor submitted a proposal ("Contractor's Proposal") to develop an ARFPSHN-B to serve RCOC Persons Served in response to RCOC's Request for Proposal dated August 6, 2025 ("RFP"); and

WHEREAS, Contractor will lease a suitable residence that will be owned by Brilliant Corners Non-Profit Housing Agency (the "Residential Facility"), and developed pursuant to specifications in Title 22 of the California Code of Regulations for an ARFPSHN and of RCOC; and

WHEREAS, Contractor shall operate the Residential Facility and be responsible for furnishing the Residential Facility to create a home-like setting and the provision of long-term care for RCOC Persons Served placed in the Residential Facility; and

WHEREAS, after the Start-Up phase has been completed, the Parties will enter into a service agreement for the provision of long-term care for each RCOC Person Served placed at the Residential Facility ("Service Agreement"); and

WHEREAS, Contractor agrees and understands that RCOC will provide the Person Served referrals for placement at the Residential Facility and that the Contractor may not refuse to accept otherwise appropriate placements;

NOW THEREFORE, on the basis of the foregoing Recitals and in consideration of the covenants, conditions and representations contained in this Agreement, it is mutually agreed between the Parties as follows:

1. **ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the Parties, pertaining to the subject matter contained herein and supersedes all prior agreements, representations, and understandings of the Parties, either oral or written. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties. The recitals set forth above are fully incorporated herein.

2. **TERM OF THE AGREEMENT**

Subject to the provisions for earlier termination provided herein, the term of this Agreement shall be from the Effective Date to the earlier of the date this Agreement is terminated by RCOC or Contractor no longer provides services to RCOC Persons Served at the Residential Facility. Upon completion of the final Milestone, the Parties will subsequently enter into a Service Agreement for the provision of on-going services for each RCOC Person Served referred to the Residential Facility.

3. **CONTRACTOR COMPENSATION**

The total not to exceed compensation payable by RCOC to Contractor is Two Hundred Fifty Thousand Dollars (\$250,000.00). It is understood and agreed that the Start-Up Funds provided under this Agreement may not cover the complete cost of Contractor's obligations under this Agreement. Any additional funds that Contractor may need to fulfill its obligations to meet the requirements of this Contract shall be contributed by Contractor as set forth in Paragraph 4 of this Agreement. To the extent that any Start-Up funds are paid, but not used by Contractor as authorized by this Agreement, they shall be returned to RCOC within 10 RCOC business days of demand, which funds will then be returned to the State.

4. **SERVICES TO BE PERFORMED BY CONTRACTOR**

a. Contractor agrees to provide services as specified in this Agreement, which Agreement includes the RFP, and Contractor's Proposal. The RFP is attached hereto as Exhibit A and incorporated herein by reference. Contractor's Proposal is attached to this Agreement as Exhibit B, and incorporated herein by reference. These Agreement documents are to be interpreted as complementary, but in the event of any conflict among the Agreement documents, the order of precedence shall be this Agreement, the RFP and Contractor's Proposal.

b. To the extent provided in this Agreement, Contractor agrees to develop an ARFPHN-B located at a site designated by RCOC in RCOC's service area. The Residential Facility will contain a minimum of five (5) bedrooms and sufficient space to allow the residents to perform all activities of daily living. A minimum of five (5) of the bedrooms shall be designated as non-ambulatory bedrooms and this designation shall be reflected on the Residential Facility license issued by DDS-CCLD. The Residential Facility will not be licensed for more than five (5)

residents. Contractor shall enter into a lease with Brilliant Corners for use of the Residential Facility in accordance with this Agreement.

- c. The Residential Facility is to be licensed in accordance with the DSS-CCLD ARFPHN regulations, Title 22 of the California Code of Regulations ("Title 22"), serving persons with developmental disabilities.
- d. Contractor agrees and understands that there will likely be a delay between the effective date of the Residential Facility license and the move-in date of RCOC Persons Served. A transition plan will be developed for each RCOC Person Served, which may require, among other things, face-to-face meetings, include meetings at the Residential Facility and overnight visits.
- e. Contractor shall develop a program design/plan to operate the Residential Facility that meets the requirements of operation set forth in Title 17 of the California Code of Regulations ("Title 17") and Title 22 and the specifications contained within the RFP and Contractor Proposal. Contractor agrees to provide services in accordance with this program design/plan once RCOC Persons Served begin residing at the Residential Facility.
- g. Contractor shall provide services only to RCOC Persons Served. The RCOC Persons Served referred to the Residential Facility will have one or more of the following developmental disabilities—mild to severe intellectual disability, cerebral palsy, epilepsy, autism, an Axis I mental health diagnosis as defined in the DSM-V, severe self-care deficits, deficits in speech and hearing, and/or health related conditions that require restricted or non-restricted health care plans. RCOC and Contractor will negotiate a rate for ongoing services provided by Contractor to RCOC Persons Served, but in no event shall such rate exceed the rate approved by DDS.
- h. Contractor agrees to have all staff and consultants that will provide services at the Residential Facility trained and employed prior to the placement of the first RCOC Person Served.
- i. The Residential Facility shall be fully operational and ready to provide services to RCOC Persons Served no later than December 31, 2026. The Parties agree that having the Residential Facility operational by the above date is dependent in part on it being developed by Brilliant Corners and execution of a lease as between Brilliant Corners and Contractor. Contractor shall exercise all due diligence on its part to meet the operational date set forth above

5. NOTICES

All correspondence, notices, requests and demands shall be deemed received and effective five (5) days from mailing. All notices and demands shall be served by registered or certified mail. All correspondence, notices, requests and demands are to be delivered to the respective Agreement managers at the following addresses:

If to the RCOC:

Jack Stanton
Associate Director, Housing
Regional Center of Orange County
1525 North Tustin Avenue
Santa Ana, CA 92705
Phone: (714) 796-5100
E-mail: jstanton@rcocdd.com

With a Copy to:

Christina Petteruto
General Counsel
Regional Center of Orange County
1525 North Tustin Avenue
Santa Ana, CA 92705
Phone: (714) 796-5100
E-Mail: cpetteruto@rcocdd.com

If to the Contractor:

Viento Real, Inc.

Attn:

Address:

Phone:

Email:

6. CONTRACTOR INVOICE

- a. Contractor shall submit electronic invoices and reports in a form required by RCOC, as described in this paragraph, to RCOC, at the time of completion of any of the milestones described in Exhibit D ("Milestones"), which is attached hereto and incorporated by reference. Each report shall contain the following information: date, amount claimed, with supporting documentation for each of the milestones completed, any difficulties encountered in the completion of one (1) or more the milestones, remedial action taken, and any additional time needed to accomplish the subsequent milestones as a result of the difficulties.
- b. All final documentation supporting all of the Milestones shall be submitted by the Contractor within thirty (30) days after the placement/admission of the first RCOC Person Served, and under no circumstances later than March 1, 2028. Final payment shall be withheld until after receipts are reconciled by RCOC and all required documentation has been submitted.

7. MONITORING BY RCOC

RCOC has the authority to monitor Contractor's performance under this Agreement. Contractor shall extend its full cooperation to RCOC in performance of monitoring activities.

8. AUDIT AND INSPECTION OF RECORDS

- a. Contractor agrees to maintain and make available to RCOC and to DDS accurate books, invoices, receipts and accounting records relative to its costs and expenses (hereinafter collectively referred to as the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services or other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.
- b. Contractor will permit RCOC, DDS, and any authorized agency representative with oversight responsibilities to audit, examine and make excerpts, reproductions and transcripts from such records related to all matters covered by this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years after final payment under this Agreement, or until after a final audit has been resolved, whichever is later. The records shall be available during RCOC's regular business hours.
- c. All audits shall be conducted in accordance with the provisions of Section 50606 of Title 17. Contractor shall be bound by Section 50700, *et seq.*, of Title 17 should Contractor elect to appeal any audit finding or recommendation.
- d. The State of California and any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon RCOC by this section.
- e. Contractor shall accept financial liability for any and all audit findings and/or recommendations disclosed by audit and promptly repay amounts owed unless such findings and/or recommendations are appealed and liquidation is stayed pursuant to Section 50705 of Title 17.

9. MANNER OF PAYMENT OF FUNDS

- a. RCOC will make the first payment to Contractor upon satisfaction of the terms and conditions outlined in Exhibit C of this Agreement, Guidelines for Using Start-Up Funding, (the "Guidelines") for disbursement of payment for Milestone #1 and upon receipt of a fully executed copy of this Agreement. Thereafter, Contractor will be reimbursed for costs in the manner described in the Guidelines upon completion of the remaining Milestones.
- c. The payments hereunder shall be made in accordance with the Guidelines and approval of the invoices and reports by RCOC. RCOC will pay such invoices within 30 days of approval thereof.

10. EQUIPMENT AND MATERIALS ARE PROPERTY OF THE STATE

- a. All equipment, material, supplies, or property (collectively, "Property") of any kind purchased from Start-Up Funds and not fully consumed shall be the property of the State. Contractor shall submit a list of any Property with a unit cost of \$2,000 using a form approved by RCOC. Within 30 days after the first RCOC Person Served has been placed into the Residential Facility, the Contractor shall provide a final inventory to RCOC. Final determination of the destination of such equipment shall be in accordance with instructions from the State.

- b. In the event that this Agreement terminates prior to the expiration of its term or thereafter, if instructed by DDS, RCOC may repossess any Property.
- c. Contractor agrees that all reports and documents produced as part of this Agreement shall remain the property of DDS and/or RCOC.

11. **CONTRACTOR'S USE of START-UP FUNDS**

- a. The Guidelines shall be followed in determining Contractor expenditures which are allowable for reimbursement.
- b. Prior written authorization from RCOC will be required for expenditures not previously approved through the Contractor's Proposal, this Agreement or Exhibit C, before any reimbursement will be made. In seeking such authorization, the Contractor must submit a request for authorization which includes sufficient information for RCOC to evaluate the desirability of incurring such costs and its reasonableness. This may include, but is not limited to, copies of receipts, licenses, permits, bank statements, work orders, etc.

12. **VENDOR STATUS NEEDED**

Contractor will comply with all applicable RCOC vendor requirements to obtain and preserve a current vendor status.

13. **OFFICIALS NOT TO BENEFIT**

No member of or delegate to Congress or the State Legislature shall share in or receive any financial benefit of this Agreement.

14. **NONDISCRIMINATION IN SERVICES, BENEFITS, AND FACILITIES/PROGRAMS**

- a. During the performance of this Agreement, Contractor and its subcontractor(s) shall not discriminate against any person on the basis of religion, color, ethnic group identification, sex, sexual orientation, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), sex or sexual orientation. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. Contractor and its subcontractor(s) shall give written notice of their obligations, where applicable, under this paragraph to labor organizations with which they have a collective bargaining or other agreement.
- c. Contractor shall include the nondiscrimination and compliance provisions of this paragraph in all subcontracts to perform work under this Agreement.
- d. In the event of the Contractor's noncompliance with the discrimination provisions of this Agreement or with any applicable Federal rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further State contracts as provided by law.
- e. RCOC may take such action with respect to this Agreement as the State of California may direct as a means of enforcing provisions pertaining to discrimination, including sanctions for noncompliance.

15. **TERMINATION**

- a. It is expressly understood and agreed that in the event that Contractor fails to perform its obligations under this Agreement, this Agreement may be terminated by RCOC for cause and all of Contractor's rights hereunder shall be terminated. Such termination for cause shall be effective immediately upon delivery of written notice thereof by RCOC. Immediately upon receipt of such written notice, Contractor shall, unless otherwise directed by RCOC, commence no new work and shall cease all work already begun under this Agreement. Within 14 calendar days after receipt of such written notice, Contractor shall provide RCOC with a list of all Property purchased with Start-Up Funds and shall surrender same as requested by RCOC.
- b. In the event Contractor fails to operate the Residential Facility for a period of five years, Contractor shall surrender the Property and return 1/5th of the Start-Up Funds received by Contractor for each year or portion thereof rounded to the nearest month, that the Residential Facility is not operated for the five-year period. By way of example, if the Residential Facility is operated for only three years the Contractor shall return 40% of the Start-Up Funds received. The formula for calculating the amount to be returned is: $[(60 \text{ months} - \text{months of Contractor operation}) \div 60 \text{ months}] \times \text{amount of Start-Up Funds received}$. In the above example the Contractor would return \$100,000. $60 - 36 = 24; 24 \div 60 = 40\%; 40\% \times \$250,000 = \$100,000$. As required by DDS, Contractor shall issue a trust deed to RCOC on the Property on a form reasonably satisfactory to RCOC and meeting DDS requirements.
- c. RCOC shall have the right to suspend or terminate this Agreement for cause upon the occurrence of a number of factors which include, but are not limited to, the following:
 - (1) Failure or refusal of the Contractor to perform or do any act herein required.
 - (2) Conduct or conditions which are detrimental to the safety and well-being of a RCOC Person Served.
 - (3) Contractor's loss of any license(s), accreditation(s), or certification(s) required for this Agreement.
 - (4) Failure to maintain practices consistent with good management, such as, but not limited to:
 - (A) Failure to maintain any required insurance, pay payroll taxes or other payments required by law.
 - (B) Failure to adhere to established accounting and fiscal practices for the work provided under this Agreement.

16. FUNDING CONTINGENCY

- a. Notwithstanding anything in this Agreement to the contrary, the validity of this Agreement (including RCOC's obligation to remit payments to Contractor) is conditioned on RCOC's receipt of adequate funds from DDS to pay for the services described in this Agreement (the "Funding Contingency"). The Funding Contingency is a part of this Agreement because RCOC's annual funding agreement with DDS provides that such funding agreement is subject to the appropriation of funds by the Legislature, and that if such funds are not appropriated for any fiscal year into which such funding agreement extends, the funding agreement is of no force and effect. Further, in the annual funding agreement DDS will specifically allocate a specific amount of funding for each ARFPSHN covered by this Agreement. RCOC

shall therefore have the right and option to terminate this Agreement without liability, and such termination shall be deemed a failure of the Funding Contingency, if (1) DDS for any reason fails to allocate funds to RCOC for any period covered by this Agreement for an ARFPSHN; or (2) DDS allocate funds to RCOC for a period covered by this Agreement which RCOC reasonably determines are inadequate to pay for all of the Contractor services and other expenses which RCOC expects to incur in such fiscal year as to any ARFPSHN. In such an event, RCOC has the absolute discretion to elect to fund other services rather than the services identified in this Agreement. When insufficient funds exist for RCOC to pay for all potential services to its Persons Served, RCOC shall have the right, under clause (2) above, in its sole and absolute discretion to fund services other than the services identified in this Agreement, based on which services RCOC believes are in the best interests of its Persons Served. If there is a failure of the Funding Contingency, then (1) RCOC shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and (2) neither party shall be obligated to further perform any provisions of this Agreement.

b. In addition to the above, if there are insufficient funds available from DDS to pay for all of the Contractor services and other Community Placement Plan expenses which RCOC expects to incur in any fiscal year, as determined by RCOC in its sole and absolute discretion, RCOC shall have the option at any time, on 30 days' notice to Contractor, to reduce the amount of services being provided under this Agreement. In such event, the parties will in good faith negotiate to attempt to agree on Contractor's new amount of compensation under the modified agreement. If the parties are unable to agree on Contractor's new compensation for its reduced services within such 30 day period, RCOC shall then either (1) terminate this Agreement because of the failure of a Funding Contingency or (2) rescind its reduction of Contractor's services, in which event this Agreement shall continue in full force and effect without such reduction in services or compensation.

17. **APPLICABLE LAWS**

Contractor shall render services in accordance with the applicable provisions of federal and California laws, including Welfare and Institutions Code § 4500 et seq., and Title 17 and Title 22 of the California Code of Regulations.

18. **INDEPENDENT CONTRACTOR**

- a. Contractor and its agents and employees, in performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of RCOC or DDS.
- b. Contractor shall be wholly responsible for the manner in which Contractor and its employees perform the services required of Contractor by the terms of this Agreement.
- c. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security and income tax withholdings and all other regulations governing such matters.
- d. Contractor shall not be, or in any manner represent, imply or hold itself out to be an agent, partner or representative of RCOC. Contractor has no right or authority to bind or represent RCOC. The only relationship between Contractor and RCOC is that of independent contractors and neither shall be responsible for any obligations, liabilities or expenses of the other, or any act or omission of the other, except as expressly set forth herein.

19. **ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

- a. Contractor shall not assign any part of this Agreement or an interest therein, without the prior written approval of the Director of RCOC. The experience, skill, knowledge, good judgment, discretion, capability and reputation of Contractor, its principles, officers, directors, owners and employees were a substantial inducement for RCOC to enter into this Agreement.
- b. RCOC shall not be responsible for any payments of any kind directly to any subcontractors under any circumstance and shall not have any liability for any actions of any subcontractors.

20. **AMENDMENT BY LAW**

Any provision of this Agreement in conflict with statutes or regulations is hereby amended to conform to the provisions of those statutes and regulations. Such amendment of the Agreement shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the Parties. RCOC must in good faith notify Contractor upon its gaining notice of any amendment or new law which would affect this Agreement. If the amendment or any portion of this Agreement is held to be unenforceable and would substantially defeat the reasonable expectations of the Parties in entering into this Agreement then this Agreement may be terminated by either Party.

21. **CONFIDENTIALITY OF RECORDS**

The Contractor shall maintain confidentiality of records in accordance with the provisions of Welfare and Institutions Code §§ 4514, 5328, and 14100.2. The Contractor and all employees shall respect the confidentiality of all RCOC Person Served information they receive.

22. **TIME OF THE ESSENCE**

Time is of the essence of this Agreement.

23. **FUTURE COOPERATION**

Contractor agrees to cooperate with RCOC and will return as soon as possible all documents submitted by RCOC which may be required by state or federal laws or regulations, including but not limited to the IRS W-9 form.

24. **INDEMNITY AND HOLD HARMLESS AGREEMENT**

Contractor shall indemnify, defend and hold harmless the DDS, RCOC, and their officers, agents and employees (collectively, "Indemnified Parties") from and against all alleged claims, causes of action, suits, judgments, investigations and losses (collectively, "Indemnified Claims") arising out of or related to the following:

- a. Any alleged culpable act, error, omission, negligence, fraud, recklessness or willful misconduct of Contractor or by any person, firm, corporation or other entity rendering any services under this Agreement on behalf of the Contractor, either directly or indirectly.
- b. Any failure by Contractor to perform services under this Agreement.
- c. To the extent permitted by law, any claim that RCOC failed to sufficiently monitor Contractor's care and supervision of an RCOC Person Served.
- d. Contractor at its own expense and risk shall defend any Indemnified Claim brought against the Indemnified Parties with attorneys that are reasonably satisfactory to the Indemnified Parties. A Indemnified Party may assume its own defense by delivering

written notice to Contractor of such election and Contractor shall pay therefore if a conflict exists in the litigation as between the Indemnified Party and the Contractor, the Contractor is not providing an effective defense, or the Contractor lacks the financial capability to satisfy potential liability and/or an effective defense. Contractor shall pay and satisfy any settlement or any judgment which may be rendered against the Indemnified Parties from an Indemnified Claim; provided that this indemnity section shall not apply to claims arising out of the active negligence or willful misconduct of the Indemnified Parties.

25. WAIVER

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

26. DISPUTE AND ATTORNEYS' FEES

26.1. The parties agree that any dispute arising out of this Agreement shall be subject to the following:

- 26.1.1. If the dispute is of a type governed by the vendor appeal process, then the dispute shall be resolved in accordance with Title 17 regulations.
- 26.1.2. In the event of any dispute or litigation, including arbitration, arising out of, or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

27. INSURANCE

Without limiting Contractor's liability for indemnification of RCOC as set forth in Section 24 above, Contractor shall obtain and maintain in effect, during the term of this Agreement, the following insurance coverage and provisions:

- a. Evidence of Coverage. Prior to commencement of any work under this Agreement, Contractor shall provide on an insurance industry approved form a Certificate of Insurance certifying that coverage as required in this Paragraph 27 has been obtained and remains in force for the period required by this Agreement. In addition, Contractor shall produce a certified copy of the policy or policies to RCOC upon request. Each policy shall meet the following requirements:
 - i. Additional Insured Endorsement. Except for Worker's Compensation insurance, each policy shall include an endorsement evidencing that the policy also applies to RCOC and DDS, their officers, directors, agents, employees and volunteers, as additional insureds against loss or liability caused by or connected with

Contractor's performance or non-performance under this Agreement.

- (1) Primary Insurance Endorsement. Each policy shall include an endorsement evidencing that the policy afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by DDS or RCOC, their officers, directors, agents, and employees shall be excess only and not contributing with insurance provided under this policy.
- ii. Notice of Cancellation or Change of Coverage Endorsement. Each policy shall include an endorsement evidencing that the policy shall not be canceled or changed so as to no longer meet the specified RCOC insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to RCOC at the address shown on the Certificate of Insurance.
- iii. Separation Clause Endorsement. Each policy shall include an endorsement evidencing that the policy provides coverage separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the company's limit of liability.
- iv. Termination of Insurance. If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed, or any action or any inaction in connection with this Agreement.
- v. Qualifying Insurers. All coverages shall be issued by insurance companies that must be:
 - (1) Rated A-:VII or better according to the current Best's Key Rating Guide/Property-Casualty/United States; or
 - (2) A company of equal financial stability that is approved by Project Manager or his/her designee; and
 - (3) Admitted in the State of California.
- vi. Deductible Amounts in Standard Policy. Any policy deductible or self-insured retention on any insurance policy (except auto) which exceeds \$10,000 requires prior written approval of Project Manager or his/her designee. Any policy deductible or self-insured retention on automobile liability over \$5,000 requires prior written approval

of RCOC. No approved deductible shall in any way limit liabilities assumed by Contractor under this Agreement.

- vii. **Subcontractor Insurance Requirements.** Should any of the Services under this Agreement be provided by a subcontractor, Contractor shall require each subcontractor (of any tier) to provide the coverages specified in this Section 27, or Contractor may insure any subcontractor under its own policies.
- viii. **Occurrence vs. Claims Based Insurance.** All policies are required to be written on an occurrence basis.

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

- i. **Comprehensive General Liability Insurance.** Comprehensive General Liability Insurance for bodily injury (including death) and property damage which provides not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate.
 - (1) The coverage shall include:
 - (a) Premises and Operations
 - (b) Contractual Liability expressly including liability assumed under this agreement, excepting the requirement does not apply for service contracts.
 - (c) Personal Injury Liability.
 - (d) Property damage.
- ii. **Comprehensive Automobile Liability Insurance.** Comprehensive Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles/watercraft, One Million Dollars (\$1,000,000) annual aggregate.
- iii. **Workers' Compensation Insurance.** Workers' Compensation Insurance shall be maintained. Statutory California Workers' Compensation coverage shall include a broad form all-states endorsement and waiver of subrogation.
- iv. **Employers' Liability Coverage.** Employers' Liability Coverage of not less than One Million Dollars (\$1,000,000) per occurrence for all employees engaged in work or operations under this Agreement.

- v. Professional Liability. Professional liability/errors and omissions is required in an amount not less than One Million Dollars (\$1,000,000) per occurrence made and One Million Dollars (\$1,000,000) aggregate.
- vi. Sexual Misconduct Liability. Sexual misconduct liability insurance in an amount equal to One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate.
- c. Duration of Insurance. Contractor shall maintain all coverage and insurance for the entire term and for any extended period agreed upon within this Agreement.
- d. Maintain Records re Insurance Coverage. Contractor shall maintain records regarding all coverage and insurance for the term of this Agreement and for any extended period agreed upon within this Agreement.
- e. Withhold Payment for Lack of Required Coverage. RCOC reserves the right to withhold payment of CPP Funds in the event of material noncompliance with the applicable insurance requirements outlined in this Section 27.
- f. Remedies for Failure to Provide or Maintain Required Insurance or Endorsements. In addition to any other remedies RCOC may have if Contractor (or any subcontractor) fails to provide or maintain any insurance required by this Section 27 to the extent and within the time required by this Agreement, RCOC may, at its sole option:
 - i. Obtain the insurance and deduct and retain the amount of the premiums for the insurance from any monies due under this Agreement.
 - ii. Order Contractor (and any subcontractor) to cease performance of the work and/or withhold funding until Contractor (or subcontractor) demonstrates compliance with the insurance requirements of this Agreement.
 - iii. Immediately and without further cause terminate this Agreement. Exercise of any of the above remedies are in addition to any other remedies RCOC may have and are not the exclusive remedies for Contractor's (or subcontractor's) failure to maintain or secure appropriate policies or endorsements. Nothing in this Agreement shall be construed as limiting in any way the extent to which Contractor (or any subcontractor) may be held responsible for payments of damages to persons or property resulting from

Contractor's (or any subcontractor's) performance under this Agreement.

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

28. AUTHORITY TO SIGN

All Parties executing this Agreement acknowledge and warrant that they possess the authority to enter into this Agreement on behalf of their respective companies/organizations.

29. INTEGRATION CLAUSE/AMENDMENT

This Agreement, including its attachments and references, is intended as a final expression of the agreement among the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the Parties. The execution of any amendment or modification to this Agreement shall comply with the requirements of applicable statutes, regulations and provisions of RCOC's contract with DDS. Provided that an amendment or modification does not alter the overall goals and basic purpose of this Agreement or increase the not to exceed amount set forth in Section 3, RCOC's Manager of Person Served and Community Resources has the authority to, make modification(s) to this Agreement. Any such modifications shall be approved as to form by RCOC's General Counsel.

30. THIRD-PARTY BENEFICIARIES

Except as specifically provided herein, the Parties do not intend this Agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this Agreement.

31. HEADINGS

The headings at each paragraph are for reference purposes only and may not accurately describe all requirements in the paragraph. The headings are not an integral part of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Signature of Authorized Representatives of Contracting Parties:

“RCOC” – Regional Center of Orange County

By: _____

Larry Landauer, Executive Director

“CONTRACTOR” Viento Real, Inc.

By: _____

Name/Title: _____

Exhibit A

REQUEST FOR PROPOSAL

Exhibit B

CONTRACTOR PROPOSAL (Not including financial information)

Exhibit C

GUIDELINES FOR USING START-UP FUNDING

I. General Budget Provisions

- A. Payment provisions in Start-Up Funds (SUF) contracts are on a cost-reimbursement or a fixed unit rate basis, with a ceiling specified on the maximum dollar amount payable by the regional center for each milestone identified in this Agreement.
- B. The SUF contract sets forth the type of facility, service, or program to be developed and may indicate, as well, additional provisions or limitations on reimbursable items specific to that type of service. The SUF contract takes precedence over this guideline.
- C. Reimbursement on SUF contracts commence by submitting verification of paid expenditure to:

Name: Jack Stanton
Title: Associate Director, Housing
Regional Center of Orange County
1525 North Tustin Avenue
Santa Ana, CA 92705
Phone: (714) 796-5100
E-mail: jstanton@rcocdd.com

Verification of expenditures requires copies of receipts indicating payment in full by cash or credit card purchase. Lay-a-way items may only be reimbursed for the amount of the deposit or payments made. In the case of personnel costs, a copy of the payroll record or check for salary paid will be acceptable. For lease or rent payments, copies of the signed lease/rental agreement will also be needed.

- D. Milestone contracts are occasionally completed for specific projects. The contract specifies the tasks to be completed for each milestone. Requests for payment may be made after each milestone is completed. Expenditures need to follow the SUF guideline and contract specifications.

II. Personnel Services

- A. A maximum of nine (9) months of identified and reasonable direct personnel and overhead costs, including employee fringe benefits, may be reimbursed. Where salaries and wages are a reimbursable item, the following information should be included: monthly, weekly, or hourly rate, as appropriate personnel classification number of hours worked period worked (example: August 1 - 15, 2017). - If the employee has other duties with the organization, a percentage of personnel time to be charged to the contract needs to be specified.

III. Administrative Overhead

- A. Administrative overhead is an allowable cost only if there is a parent/corporate organizational staff involved with the project who will be expending staff time and resources not covered elsewhere in the project budget.
- B. If administrative overhead is claimed, the administrative overhead shall not exceed fifteen (15%) percent of the total SUF amount as outlined by California Welfare and Institutions Code Section 4629.7.

IV. Consultants

- A. Proposals submitted and accepted must state the rate of compensation to be paid to consultants. The rate shall be an hourly rate with a ceiling on the total amount. Consultants must be qualified to perform the stated service and services must be applicable to the development of the project.
- B. Consultants' rates must conform to either:
 - (1) Schedule of Maximum Allowances (Medi-Cal rate) for positions covered by that schedule; or
 - (2) Comparable State Civil Service positions; or
 - (3) The going (usual and customary) rate for similar work outside state service.
- C. If Option 3 is applicable, the amounts to be paid consultants depend upon the complexity and difficulty of the projects, the ongoing rate for similar work, and the qualifications and reputation of the individual(s) or firm being awarded the contract. The rates paid to consultants under Option 3 must have prior written approval of the RCOC.

V. Real Property

- A. Payments are not permitted for purchase or for construction, renovation, alteration, improvement, or repair of privately owned property which would enhance the value to such property to the benefit of the owner. SUF monies cannot be used for modifications that are solely aesthetic in nature or are not necessary to meet fire and life safety requirements.

VI. Equipment

- A. Examples of equipment which may or may not be purchased or purchased only with prior written approval from the regional center, or leased include:

<u>ITEM/EQUIPMENT</u>	<u>PURCHASE MAY BE ACCEPTABLE</u>	<u>THREE (3) MONTH LEASE</u>	<u>COMMENTS/EXCEPTIONS</u>
<u>Motor vehicles</u>	<u>NO</u>	<u>YES</u>	<u>May be leased for three (3) months during development of project</u>
<u>Computers</u>	<u>NO</u>	<u>YES</u>	<u>May be purchased only if part of a training program for clients, the approved proposal and the approved program design.</u>
<u>Camcorders cameras, fax machines, slide projectors, copy machines</u>	<u>NO</u>	<u>YES</u>	<u>May be purchased only if part of a training program for clients, the approved proposal, and the approved program design.</u>

<u>ITEM/EQUIPMENT</u>	<u>PURCHASE MAY BE ACCEPTABLE</u>	<u>THREE (3) MONTH LEASE</u>	<u>COMMENTS/EXCEPTIONS</u>
Wall-to-wall carpeting	NO	N/A	
Area rugs	YES	N/A	
Shipping of furniture or truck rental*	YES	N/A	*Prior approval required
*Furniture, household appliances, linens, household supplies	*YES	YES	*Furniture needs to be new, sturdy, well-built, and appropriate for residential facility.
*Recreational equipment (games, TV, VCR, exercise equipment, mats)	* YES	N/A	*If for use in the facility/program and if appropriate for the type of service and clients served.
Warranties on appliances	NO	N/A	

B. All approved equipment of any kind purchased from funds reimbursed under the terms of the SUF contract is the property of the State of California. For the purpose of any SUF contract, "equipment" is considered any item purchased with SUF which has a unit acquisition cost of at least five thousand dollars \$5000 or a normal useful life of at least three (3) years. The Contractor must submit to the regional center a detailed inventory, including serial numbers, of any equipment that meets the above criteria. This inventory ("Items Acquired Under Start -Up Fund Contracts") is due within thirty (30) days of the end of the project's completion. The final SUP reimbursement will not be distributed until the regional center's receipt of the inventory.

C. As a general rule, it can be assumed that equipment with a value under live thousand dollars \$5000 will be amortized and no longer be regional center property after three (3) years. For purposes of the SUF contract, equipment/item costs must be considered the sum of the costs of the items functioning together; e.g., mattress, box springs and frame. For questions concerning specific items over five thousand dollars \$5000, please contact the regional center's SUF

Liaison:

Name: Jack Stanton
 Title: Associate Director, Housing
 Regional Center of Orange County
 1525 North Tustin Avenue
 Santa Ana, CA 92705
 Phone: (714) 796-5100
 Email: jstanton@rcocdd.com

D. Written pre-approval from the regional center is required for reimbursement of any article, supplies, or equipment exceeding one thousand dollars \$1,000 in cost (per unit). A justification, including the reasonableness of the cost, should be submitted prior to purchasing any such article.

- E. Equipment that is approved for lease may not be leased with an option to purchase. The provider shall provide the regional center with copies of signed leases for any equipment using SUF.
- F. All furniture, mattresses sets, and appliances purchased with SUF shall be new, sturdy and well-built. Written pre-approval from the regional center shall be obtained before purchasing previously owned furniture. Household supplies such as linens must be high quality. Comforters and bedspreads must cover the entire bed and coordinate with the room decor (e.g., no partial or non-matching sets).

Exhibit D

MILESTONES

Milestone #1

RCOC will make the first (1st) payment to Contractor based upon receipt of a fully executed copy of this Agreement and submittal of a new revised budget by the Contractor. Once RCOC approves the submitted budget, Contractor must receive prior written approval from RCOC for any line item changes in the amount of \$1,000 or greater. This payment will serve as the advance to initiate the performance of work described in Paragraph 4. The amount of this payment shall not exceed the sum of \$50,000, representing 20% of the total Agreement amount.

Milestone #2

The second (2nd) milestone claim may be submitted by the Contractor after completion of the Community Care Licensing Application for the Residential Facility and proof of submission to the applicable Community Care Licensing office. The amount of this claim shall not exceed the sum of \$50,000, representing 20% of the total Agreement amount.

Milestone #3

The third (3rd) milestone claim may be submitted by the Contractor after successful approval by RCOC and DDS of the contractor's Program Design and Nursing Policy and Procedures for the Residential Facility that meets all applicable Title 17 and Title 22 regulations. The amount of this claim shall not exceed the sum of \$50,000 representing 20% of the total Agreement amount.

Milestone #4

The fourth (4th) milestone may be submitted in one or more claims with an invoice and receipts for RCOC approved expended start-up costs associated with facility development, including but not limited to, furnishings, appliances, equipment, and household supplies. These items must be included in the most currently approved Start-Up Budget. The amount of this claim shall not exceed the sum of \$50,000, representing 20% of the total Agreement amount.

Milestone #5

The fifth (5th) milestone may be submitted by the Contractor after successful completion of the Community Care Licensing process for the identified project and proof of Community Care License issued for an ARFPHN to accommodate 5 adult Persons Served. The total amount claimable under this milestone shall not exceed the sum of \$25,000, representing 10% of the total Agreement amount.

Milestone #6

The sixth (6th) milestone may be submitted in one or more claims with an invoice and receipt/s for each line-item as detailed in the Start-Up Budget. Any line item changes to this budget in the amount of \$1,000 or greater must have received prior written approval by RCOC. Contractor will only be reimbursed for those items identified in Exhibit D and only up to the maximum amounts identified in Exhibit D. The total amount claimable under this milestone (in one or more claims) shall not exceed the sum of \$25,000, representing 10% of the total Agreement amount.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: January 8, 2026

TO: Board of Directors

FROM: Larry Landauer
Executive Director

ACTION	
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	X

**SUBJECT: Information Regarding Amendment No. 3 to Property Renovation
Agreement with Non-Profit Housing Corporation, Brilliant Corners, for
the Development of an Enhanced Behavioral Supports Home (CRDP No.
2223-1/2324-14)(Russell)**

BACKGROUND:

The Department of Developmental Services (DDS) has made an allocation to RCOC's Community Resource Development Plan (CRDP) for the development of an Enhanced Behavioral Supports Home (EBSH). This facility will serve individuals who currently reside in a restrictive setting, such as a psychiatric hospital, crisis facility, or locked facility, or who are at risk of being placed in a restrictive setting. The Board previously approved a property renovation agreement for \$500,000 with non-profit housing corporation Brilliant Corners on September 1, 2022. The Board subsequently approved Amendment No. 1 to the property renovation agreement on September 5, 2024, to increase the renovation funding to \$768,000. Amendment No. 2 was executed August 18, 2025, to transfer funds from fiscal year 2022-2023 to fiscal year 2023-2024, but did not change the overall funding amount.

REASON FOR CURRENT ITEM:

DDS has approved an additional \$24,770 in RCOC's CRDP funding for fiscal year 2023-2024 for renovation costs. The request for increased renovation funding was due to a need to install an additional air conditioning unit and complete repairs to the home's exterior stucco. This increase in funding requires an additional amendment to the property renovation agreement approved by the Board. The Executive Director has authority to execute Amendment No. 3 to the renovation agreement in accordance with RCOC's Contract Policy.

FISCAL IMPACT:

DDS will allocate an additional \$24,770 in RCOC's CRDP for renovation costs.

RECOMMENDATION:

This is an information item; no action is required.

AMENDMENT NO. 3 TO AGREEMENT BY AND BETWEEN
REGIONAL CENTER OF ORANGE COUNTY
AND BRILLIANT CORNERS
FOR DEVELOPMENT OF HOUSING
RCOC CRDP PROJECT NO. 2223-1/2324-14

This Amendment No. 3 to Agreement (Amendment) is entered into and effective this _____ day of December, 2025, by and between the Regional Center of Orange County, a California nonprofit corporation, hereinafter referred to as "RCOC," and Brilliant Corners, a California nonprofit corporation, hereinafter referred to as "NPO."

RECITALS

A. WHEREAS, RCOC and NPO previously entered into an agreement (Agreement) for Community Resource Development Plan Start-Up funds (CRDP funds) for the development of property to be used for a Community Crisis Home (CCH) to serve regional center persons served; and

B. WHEREAS, RCOC and NPO subsequently executed Amendment No. 1 to the Agreement to increase the CRDP funds for renovation costs from \$500,000 to \$768,000, and change the property from a CCH to an Enhanced Behavioral Supports Home (EBSH); and

C. WHEREAS, RCOC and NPO subsequently executed Amendment No. 2 to the Agreement to authorize the use of up to \$307,200 in Fiscal Year 2023-2024 funds to support completion of the EBSH by NPO after NPO was unable to timely spend those funds in the previous fiscal year; and

D. WHEREAS, the Department of Developmental Services (DDS) has authorized the use of an additional \$24,770 in Fiscal Year 2023-2024 funds to install an additional air conditioning unit and complete repairs to the exterior stucco at the home where the EBSH will be located; and

E. WHEREAS, Section 3 of the Agreement provides that the Agreement may be amended by written agreement of RCOC and NPO;

NOW, THEREFORE, RCOC and NPO hereby agree as follows:

1. Section 9.a. of the Agreement is hereby amended to read as follows:

“9. **MAXIMUM PAYMENT OBLIGATION.** The “Maximum Payment Obligation” of RCOC to NPO under this Agreement shall be Seven Hundred Ninety Two Thousand Seven Hundred Seventy Dollars (\$792,770) (“CRDP Funds”).

a. The Maximum Payment Obligation shall apply to all Work. It is anticipated that the costs associated with completion of the Work may exceed the Maximum Payment Obligation, and NPO shall be solely responsible for the payment of said additional costs. If it is determined that the costs associated with the Work is less than \$792,770, the Maximum Payment Obligation shall be deemed to be that lower amount. In the event that the Maximum Payment Obligation is less than \$792,770, RCOC shall retain the remaining CRDP Funds to be returned to DDS.”

2. Except as set forth above, all provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, RCOC and NPO have executed this Amendment as of the date first set forth above.

REGIONAL CENTER OF ORANGE COUNTY

DocuSigned by:

Larry Landauer

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

BRILLIANT CORNERS

DocuSigned by:

Juan Lopez

Name/Title: Juan Lopez, Associate Director of Supportive Housing Development

Summary of Information About Persons Served - October 2025

NUMBER OF PERSONS SERVED	28,115	100%
Children - Birth to Age Three Receiving Early Start Services	3,382	12%
Children - Ages Three to Five Receiving Provisional Services	460	2%
Children - Ages Three to 17 Receiving Lanterman Services	10,055	36%
Adults - Ages 18 and Older Receiving Lanterman Services	14,218	51%

Children - Birth to Age Three Receiving Prevention Resource and Referral Services	373
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Children and Adults - Ages Three and Older Receiving Lanterman Services with the Following Diagnoses:

Intellectual Disability	11,495	51%
Epilepsy	2,878	13%
Cerebral Palsy	2,522	11%
Autism	12,670	50%
Fifth Category*	2,194	9%

* condition closely related to intellectual disability and requiring similar treatment

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

NUMBER OF PERSONS REQUESTING ELIGIBILITY DETERMINATION	387	
Early Start / Under Age Three / 45 days to complete determination	291	75%
Lanterman / Over Age Three / 120 days to complete determination	124	32%
Provisional / Up to Age Five / 90 days to complete determination	7	2%

NUMBER OF PERSONS DETERMINED ELIGIBLE	159	
Children - Birth to Age Three Eligible for Early Start Services	0	
Children and Adults - Ages Three and Older Eligible for Lanterman Services	99	
• Number of children who received Early Start services	31	
• Number of children who received Early Start services and had a diagnosis of autism	21	
Children - Birth to Age Three Eligible for Prevention Resource and Referral Services	8	

NUMBER OF CHILDREN NO LONGER ELIGIBLE FOR EARLY START OR PREVENTION RESOURCE AND REFERRAL SERVICES	126	
Children - Age Three No Longer Eligible for Early Start Services	126	
Children - Age Three No Longer Eligible for Prevention Resource and Referral Services	0	

REGIONAL CENTER OF ORANGE COUNTY



OPERATIONS REPORT

OCTOBER 2025 ACTIVITY

Mission Statement

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

COMMUNITY LIFE

Related Guiding Principles

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

Provider Monitoring, Technical Support and Special Incident Investigation Activities Fiscal Year 2025-26

Type and Number of Reviews	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Annual Review	42	50	40	32		
Unannounced	86	92	73	46		
Total Number of Reviews	128	142	113	78	0	0

Provider Trainings	0	0	0	0		
Technical Support	304	327	333	264		
Corrective Action Plans	3	8	5	11		
Special Incident Investigations*	33	75	76	42		

Type and Number of Reviews	Jan.	Feb.	Mar.	Apr.	May	June	Total
Annual Review							164
Unannounced							297
Total Number of Reviews	0	0	0	0	0	0	461

Provider Trainings							0
Technical Support							1,228
Corrective Action Plans							27
Special Incident Investigations*							226

* 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:

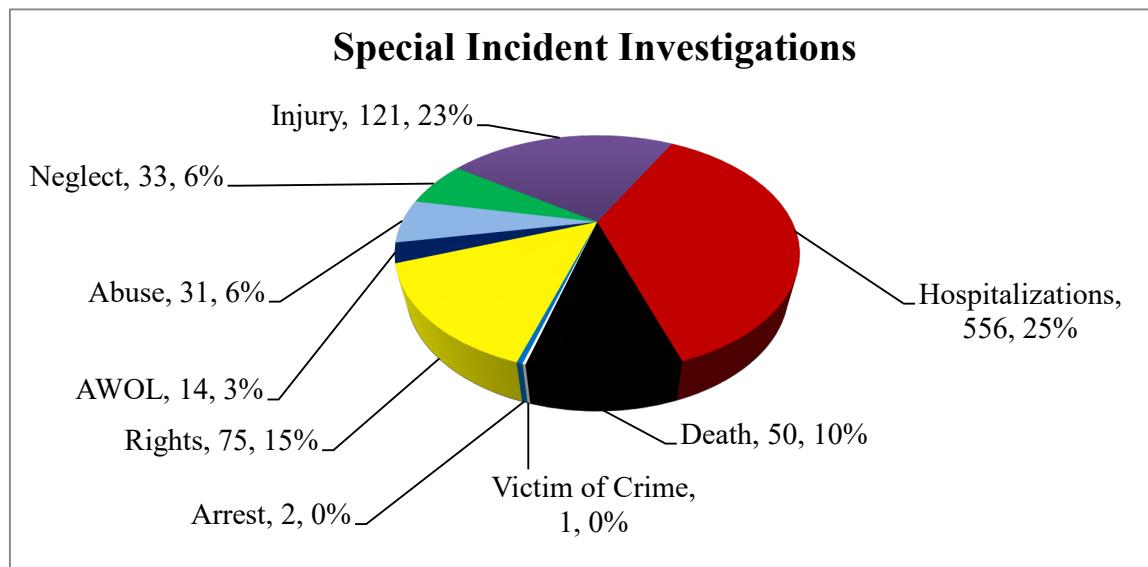
1. Robbery, including theft using a firearm, knife, or cutting instrument or other dangerous weapons or methods which force or threaten a victim;
2. Aggravated assault, including a physical attack on a victim using hands, fist, feet or a firearm, knife or cutting instrument or other dangerous weapon;
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 2025-26

Type of Incident	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
AWOL	4	4	1	5		
Abuse	3	9	9	10		
Neglect	9	8	5	11		
Injury	32	36	25	28		
Hospitalizations - Total	50	37	52	52		
<i>Psychiatric</i>	8	5	7	7		
<i>Medical</i>	42	32	45	45		
Death	10	12	11	17		
Victim of crime	0	0	1	0		
Arrest	0	2	0	0		
Rights	24	27	12	12		
Total	132	135	116	135	0	0

Type of Incident	Jan.	Feb.	Mar.	Apr.	May	June	Total
AWOL							14
Abuse							31
Neglect							33
Injury							121
Hospitalizations - Total							191
<i>Psychiatric</i>							27
<i>Medical</i>							164
Death							50
Victim of Crime							1
Arrest							2
Rights							75
Total	0	0	0	0	0	0	518



COMMUNITY LIFE continued

Provider Audits Fiscal Year 2025-26

Number of Audits / Appeals / Recoveries

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

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

State Appeal	0	0	0	0		
Recovery	0	0	0	0		

Audit Findings (Dollar Amount)

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

Number of Appeals / Recoveries

State Appeal							0
Recovery							0

Audit Findings (Dollar Amount)

Amount of Recovery	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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FAMILY SUPPORTS

Related Guiding Principles

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

Fiscal Year 2025-26

Number of Authorizations for Voucher Services

Type of Service	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Day Care - Family Member	93	76	70	86		
Diapers - Family Member	3	2	1	3		
Nursing Service - Family Member	55	42	51	50		
Respite Service - Family Member	697	725	729	719		
Transportation - Family Member	222	312	325	305		
Total Number of Voucher Authorizations	1,070	1,157	1,176	1,163	0	0

Number of Authorizations for Voucher Services

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

FAMILY SUPPORTS

Related Guiding Principles

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

Notifications of Community Events and Activities

Fiscal Year 2025-26

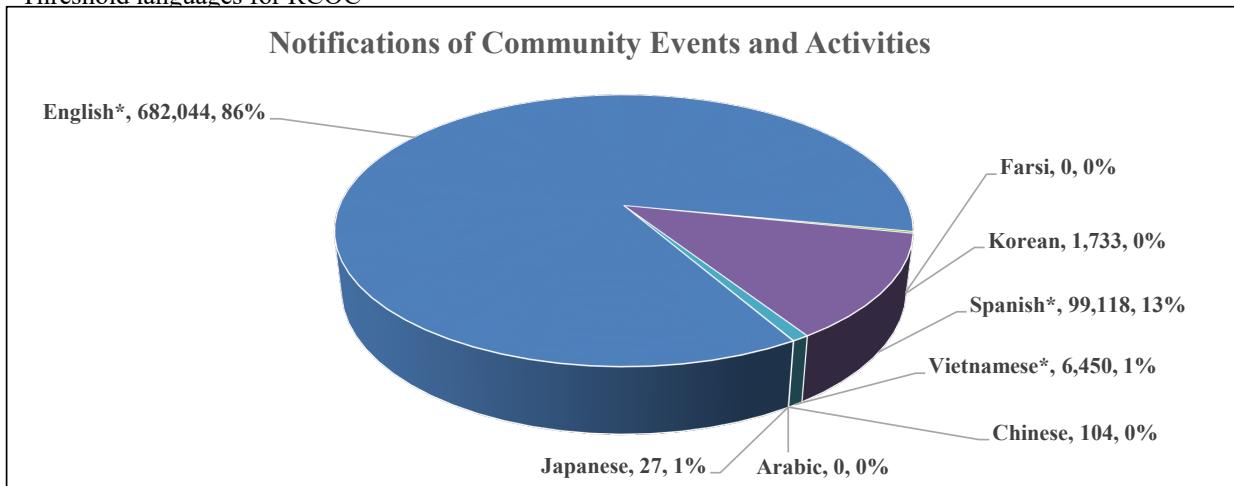
Number of Notifications

Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
English*	151,271	118,786	245,656	166,331		
Farsi	0	0	0	0		
Korean	778	136	662	157		
Spanish*	16,264	19,523	35,018	28,313		
Vietnamese*	2,124	538	2,518	1,270		
Chinese	104	0	0	0		
Japanese	0	0	0	0		
Arabic	0	0	0	0		
Total Number of Notifications	170,541	138,983	283,854	196,071	0	0

Number of Notifications

Language	Jan.	Feb.	Mar.	Apr.	May	June	Total
English*							682,044
Farsi							0
Korean							1,733
Spanish*							99,118
Vietnamese*							6,450
Chinese							104
Japanese							0
Arabic							0
Total Number of Notifications	0	0	0	0	0	0	789,449

* Threshold languages for RCOC



FAMILY SUPPORTS

Related Guiding Principles

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

Community Outreach

Fiscal Year 2025-26

Number of Outreach Events

Type of Outreach / Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
In Person/Zoom						
English	4	4	8	3		
Spanish	0	5	3	5		
Vietnamese	1	1	0	3		
Other Languages**	1	1	2	1		
In Print						
English	2	1				
Spanish						
Vietnamese	1		1			
Other Languages						
TV / Radio						
English						
Spanish						
Vietnamese	4	5	4	4		
Other Languages						
Total Number of Outreach Events	13	17	18	16	0	0

** Korean or Other

Number of Outreach Events

Language	Jan.	Feb.	Mar.	Apr.*	May*	June*	Total
In Person							
English							19
Spanish							13
Vietnamese							5
Other Languages							5
In Print							
English							3
Spanish							0
Vietnamese							2
Other Languages							0
TV / Radio							
English							0
Spanish							0
Vietnamese							17
Other Languages							0
Total Number of Outreach Events	0	0	0	0	0	0	64

* Virtual Meetings

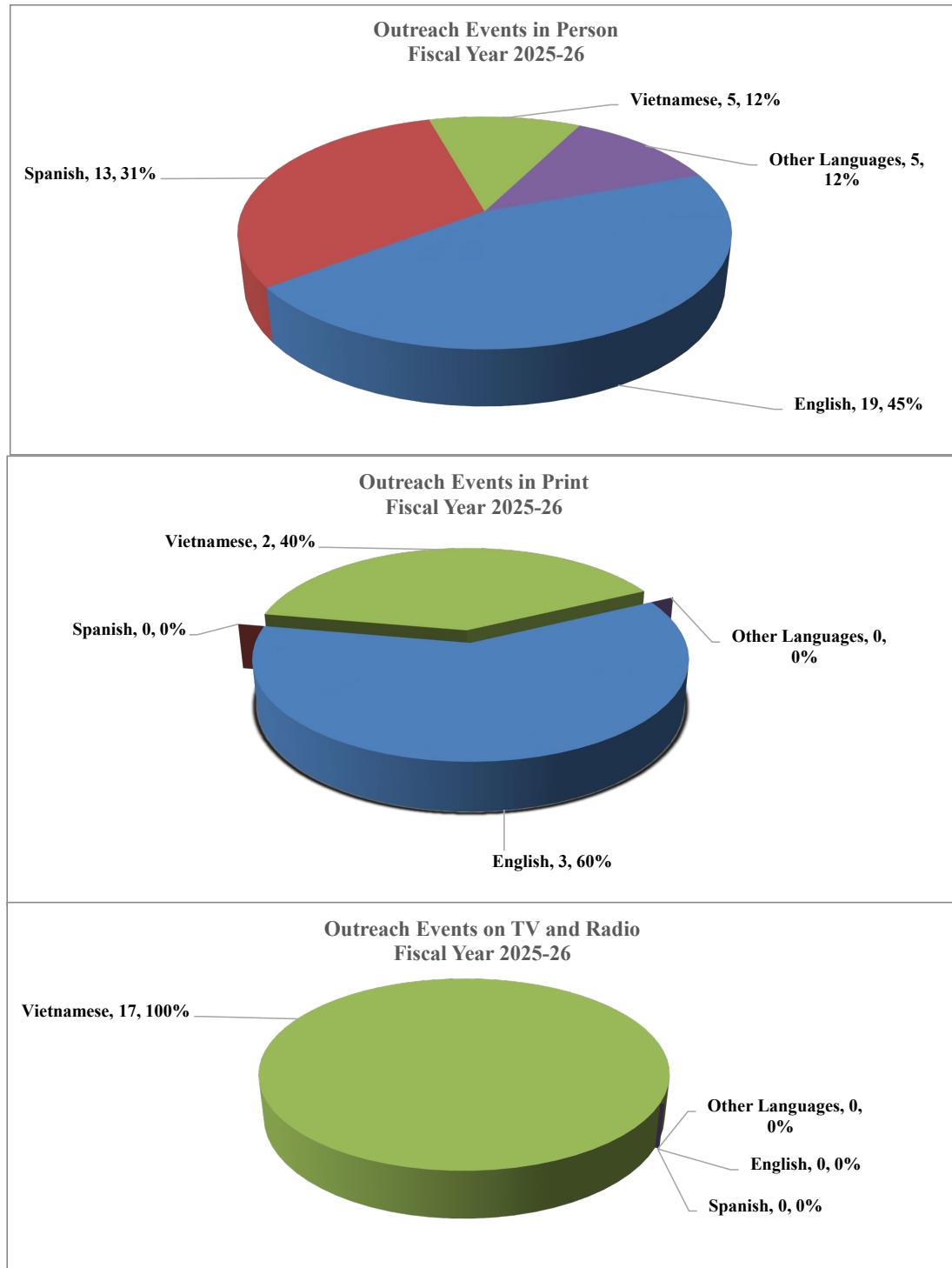
FAMILY SUPPORTS

Related Guiding Principles

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

Community Outreach Events in Person, in Print, on TV and Radio

Fiscal Year 2025-26



EARLY INTERVENTION / PREVENTION

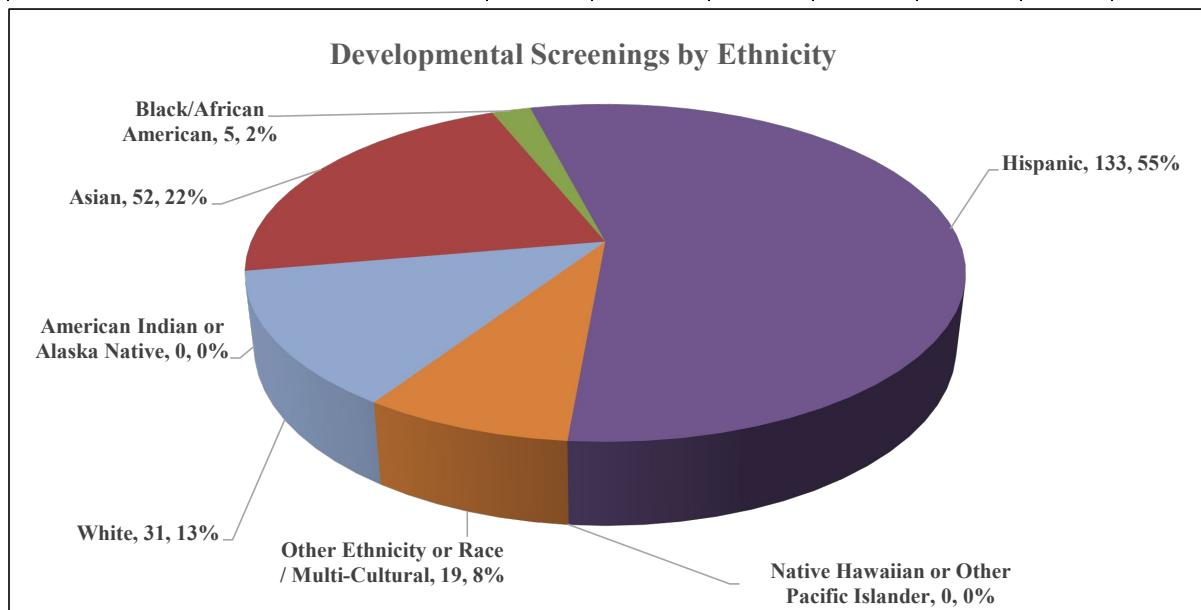
Related Guiding Principles

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

Fiscal Year 2025-26

Developmental Screenings by Ethnicity	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
American Indian or Alaska Native	0	0	0	0		
Asian	0	12	16	24		
Black/African American	0	0	4	1		
Hispanic	0	51	34	48		
Native Hawaiian or Other Pacific Islander	0	0	0	0		
Other Ethnicity or Race / Multi-Cultural	0	5	10	4		
White	0	7	9	15		
Total Number Screened	0	75	73	92		
Total Number Referred to RCOC	0	43	27	35		

Developmental Screenings by Ethnicity	Jan.	Feb.	Mar.	Apr.	May	June	Total
American Indian or Alaska Native							0
Asian							52
Black/African American							5
Hispanic							133
Native Hawaiian or Other Pacific Islander							0
Other Ethnicity or Race / Multi-Cultural							19
White							31
Total Number Screened							240
Total Number Referred to RCOC							105



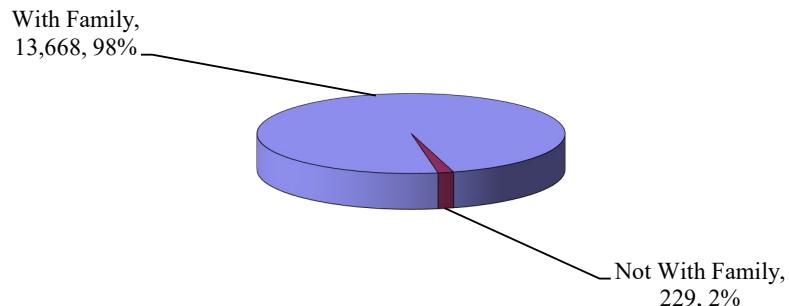
LIVING OPTIONS

Related Guiding Principles

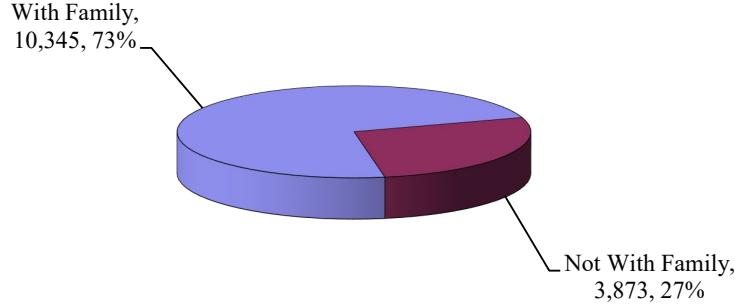
- *Culturally-sensitive services and supports are provided so that persons served can make informed choices on where and with whom they live, including owning or renting their own homes.*
- *Families whose minor or adult children choose to remain in the family home are supported through available resources.*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

Where Persons Served Live	Persons Served	Persons Served	Persons Served
	All	Under 18	Over 18
With Family	24,013	13,668	10,345
Not With Family	4,102	229	3,873
Totals	28,115	13,897	14,218

Where Persons Served Under 18 Live



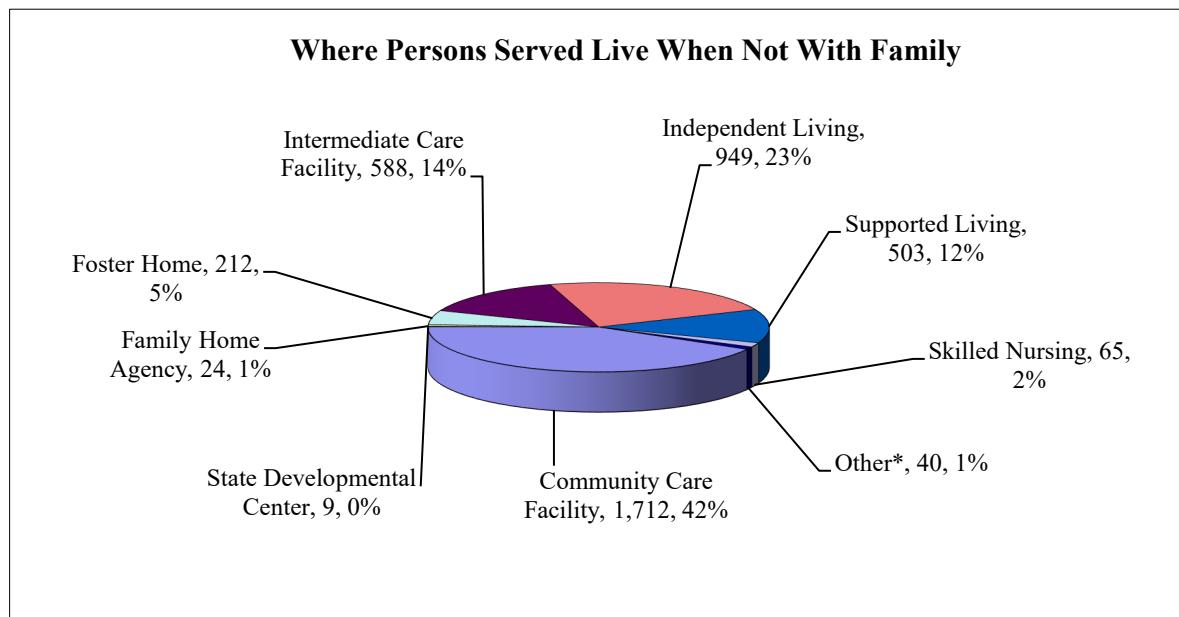
Where Persons Served Over 18 Live



LIVING OPTIONS, continued

Where Persons Served Live	All Persons Served	Persons Served Under 18	Persons Served Over 18
Family Home	24,013	13,668	10,345
Community Care Facility	1,712	17	1,695
State Developmental Center	9	0	9
Family Home Agency	24	0	24
Foster Home	212	203	9
Intermediate Care Facility	588	0	588
Independent Living	949	0	949
Supported Living	503	0	503
Skilled Nursing	65	0	65
Other*	40	9	31
Total	28,115	13,897	14,218

Other*			
Acute General Hospital	2	0	2
California Youth Authority	1	1	0
Community Treatment	3	1	2
Correctional Institution	1	0	1
County Jail	1	0	1
Other	7	0	7
Out of State	1	1	0
Psychiatric Treatment	26	4	22
Rehabilitation Center	2	0	2
SDC / State Hospital	5	0	5
Sub-Acute	40	9	31
Transient / Homeless	16	3	13
Total, Other*	105	19	86



LIVING OPTIONS, continued

Other Living Options

Family Home Agency

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

Foster Family Agency

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

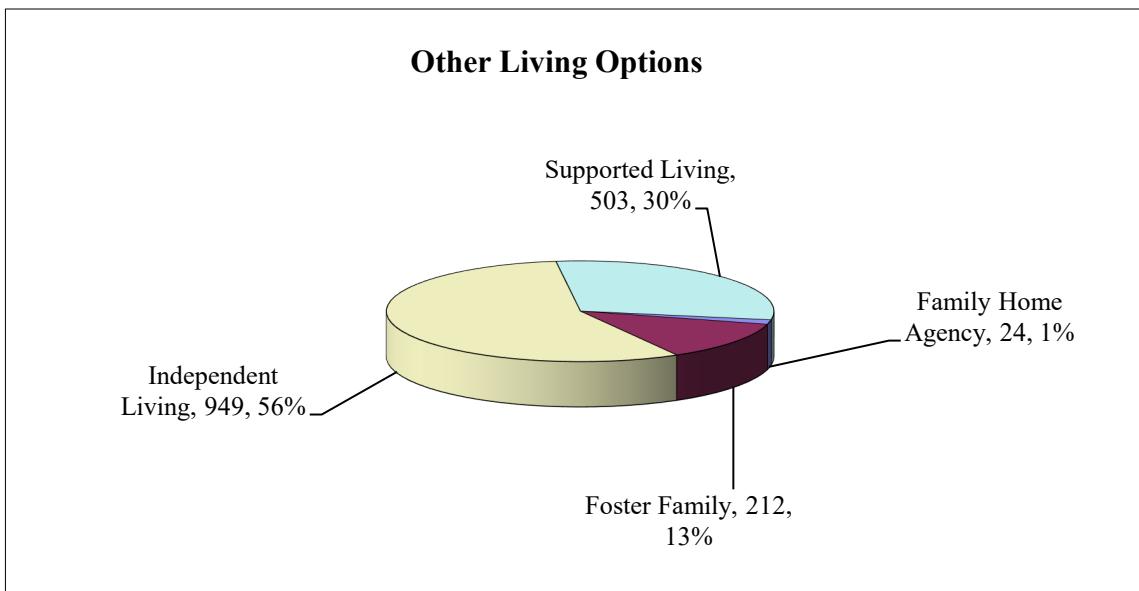
Independent Living

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

Supported Living

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

Other Living Options	Total	Under 18	Over 18
Family Home Agency	24	0	24
Foster Family	212	203	9
Independent Living	949	0	949
Supported Living	503	0	503
Total	1,688	203	1,485



LIVING OPTIONS, continued

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

Health Licensed Facilities

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

General Acute Care Hospitals,

Acute Psychiatric Hospitals,

Skilled Nursing Facilities,

Intermediate Care Facilities,

Intermediate Care Facility – Developmentally Disabled,

Intermediate Care Facility – Developmentally Disabled, – Habilitative,

Intermediate Care Facility – Developmentally Disabled, – Nursing,

Home Health Agencies and

Congregate Living Health Facilities.

Community Care Licensed Facilities

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

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

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

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

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

LIVING OPTIONS, continued

Persons Served Who Reside in Licensed Facilities Funded by RCOC Fiscal Year 2025-26

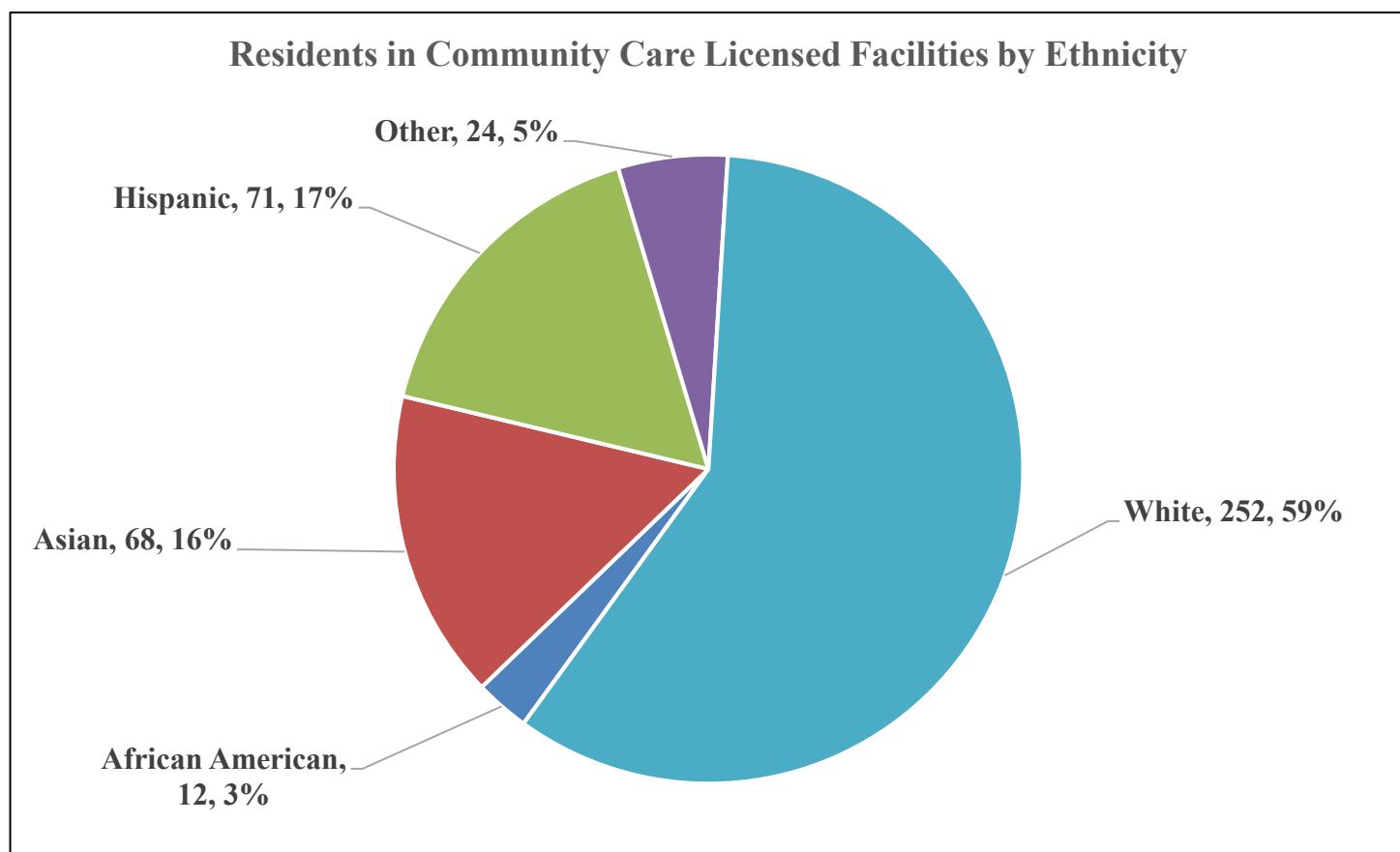
Licensed Facilities	Total	Over 18	Under 18
Level 2	36	36	0
Level 3	40	40	0
Level 4A	22	22	0
Level 4B	4	4	0
Level 4C	40	40	0
Level 4D	17	17	0
Level 4E	4	4	0
Level 4F	23	23	0
Level 4G	22	22	0
Level 4H	1	1	0
Level 4I	114	114	0
Elderly	18	18	0
ICF/DD-H	2	2	0
ICF/DD-N	3	3	0
ICF/DD	0	0	0
Skilled Nursing	0	0	0
Total	346	346	0

Licensed Facilities Summary	Total	Over 18	Under 18
Level 2	36	36	0
Level 3	40	40	0
Level 4	247	247	0
ICF/DD-H	2	2	0
ICF/DD-N	3	3	0
Elderly	18	18	0
Skilled Nursing	0	0	0
Total	346	346	0

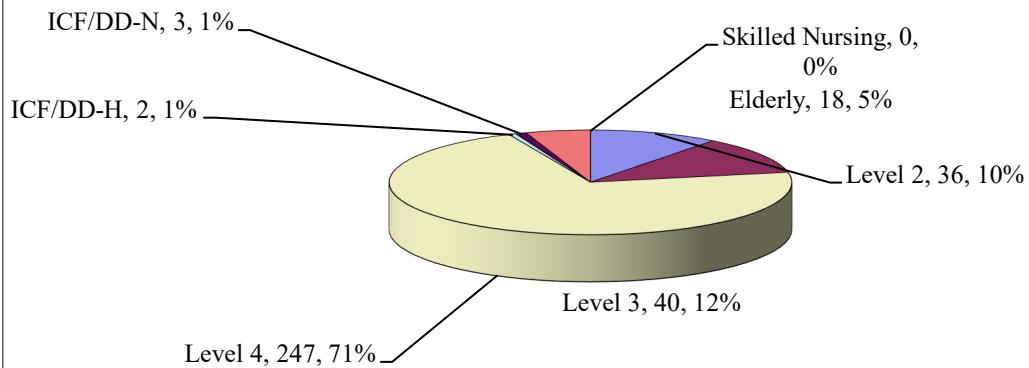
LIVING OPTIONS, continued

Persons Served Who Reside in Licensed Facilities Funded by RCOC by Ethnicity Fiscal Year 2025-26

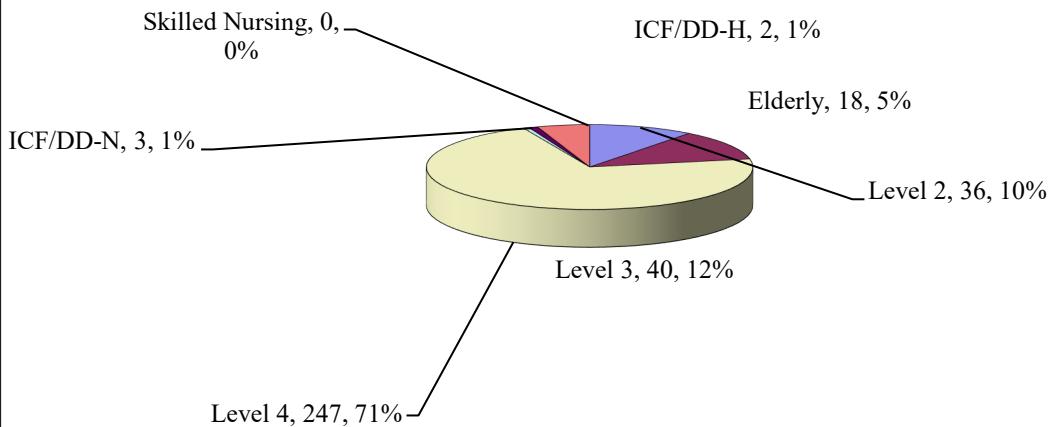
Licensed Facilities	African American	Asian	Hispanic	Other	White	Total
Level 2	1	10	13	3	29	56
Level 3	4	9	13	4	40	70
Level 4A	0	3	5	2	15	25
Level 4B	0	1	0	0	3	4
Level 4C	4	9	6	0	43	62
Level 4D	0	3	4	1	11	19
Level 4E	0	0	3	0	4	7
Level 4F	1	5	3	4	12	25
Level 4G	0	7	1	2	15	25
Level 4H	0	0	2	0	1	3
Level 4I	2	21	21	8	79	131
Total	12	68	71	24	252	427



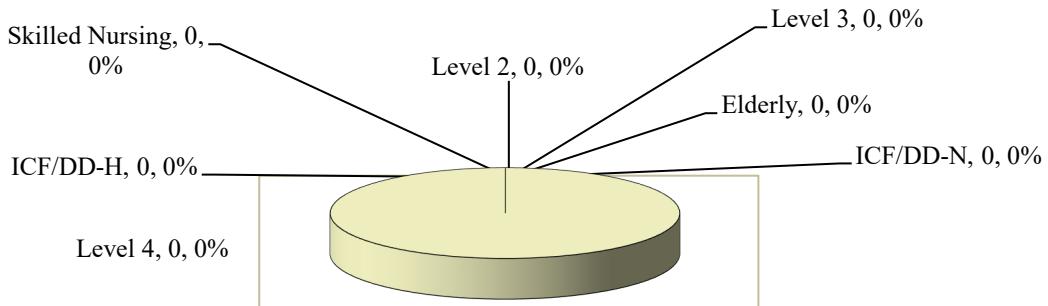
Persons Served Who Reside in Licensed Facilities Services Funded by RCOC



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



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

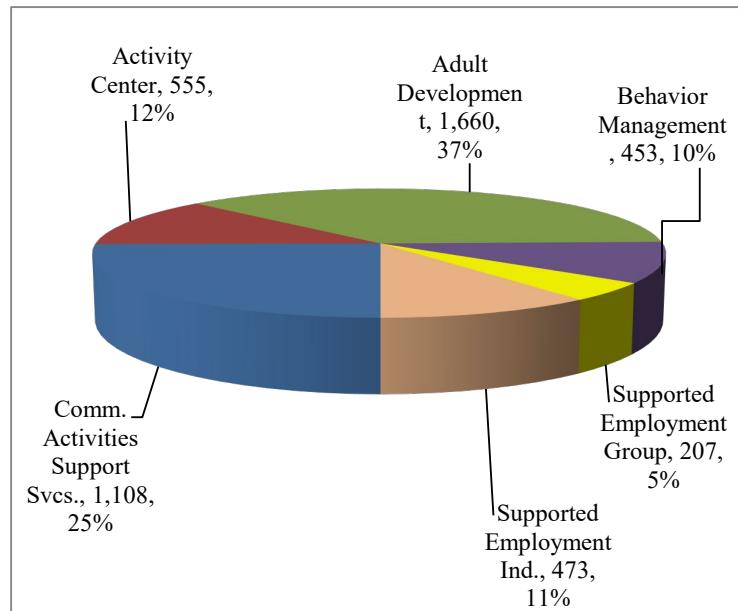


WORK

Related Guiding Principle

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

Adult Day & Employment Services	Persons Served Over 18
Comm. Activities Support Svcs.	1,108
Activity Center	555
Adult Development	1,660
Behavior Management	453
Supported Employment Group	207
Supported Employment Ind.	473
Total	4,456



Definitions:

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

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

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

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

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

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

SERVICE PLANNING AND COORDINATION

Related Guiding Principles

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

Service Coordination

Fiscal Year 2025-26

Service Coordination:	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Number of Service Coordinators (SC)	469.1	481.2	479.3	504.4		
Number of Case-Carrying SCs	416.8	429.0	429.0	452.1		
Number of Intake SCs	43.0	43.0	43.0	45.0		
Number of Active Persons Served	27,926	28,006	28,174	28,291		
Caseload Ratio, # of Active Persons Served/SCs	67.0	65.3	65.7	62.6		

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

SERVICE PLANNING AND COORDINATION continued

Fair Hearings
Fiscal Year 2025-26

Number of Unsettled Hearing Requests*	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June
Eligibility - Lanterman	9	10	8	9								
Behavioral services				2								
Respite	2	3	3	4								
Day Care												
Self Determination Budget	10	4	6	6								
Personal Assistance	2	2	2	1								
Other**	7	9	6	6								

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

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

Number of New Hearing Requests Filed*	10	8	7	14								
Eligibility - Lanterman	3	6	5	5								
Eligibility - Early Start												
Behavioral services				2								
Respite	1	1		1								
Day Care												
Social/Recreational	1											
Social Skills Training												
SDP	2		2	3								
Personal Assistance	1											
Other**	2	1		1								

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

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

Number of All Meetings Held	14	10	12	10								
Number of Informal Meetings Held	9	8	6	10								
Number of Mediations Held	3		2									
Number of SLFHs Held	2	2	2									

Number of Requests in Scheduling*	7	7	4	6								
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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	2	0	1								
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* State Level Fair Hearing (SLFH) held but awaiting decision.

Number of Requests Settled	6	8	9	10								
Withdrawn by Person Served/Family			1	2								
Settled in Informal	4	7	5	7								
Settled after further follow-up by RCOC				1								
Settled in Mediation	1		1									
SLFH Decision	1	1	2									

State Level Fair Hearing Decisions

Prevailing Party												
Person Served/Family												
RCOC	1	1	2									
Split												

ADMINISTRATION AND GOVERNANCE

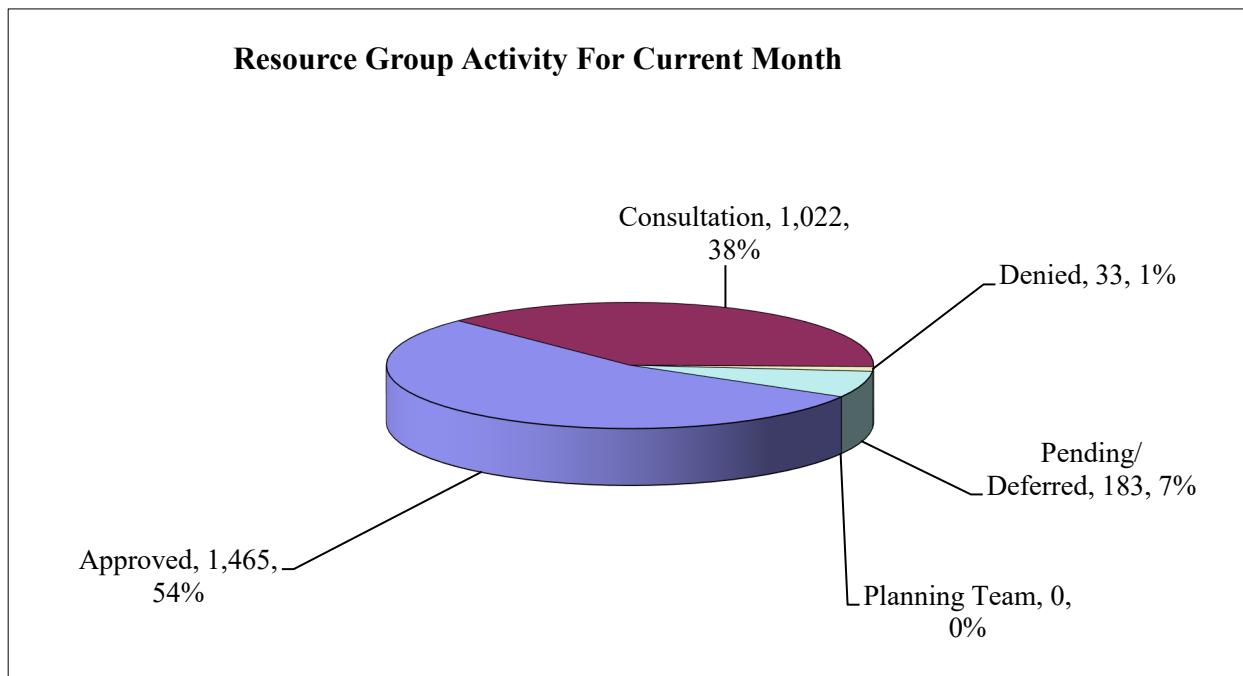
Guiding Principle

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

Resource Group Activity for October 2025 and Fiscal Year to Date

Disposition	Approved	Consultation	Denied	Pending/ Deferred	Planning Team	Total
Adult Day	3	298	0	77	0	378
Behavioral	18	59	0	9	0	86
Education	0	0	0	0	0	0
Eligibility/Health	2	1	27	3	0	33
Early Start	9	96	6	21	0	132
Living Options	13	138	0	13	0	164
Supported/Ind.	0	124	0	25	0	149
All Others	1420	306	0	35	0	1,761
Monthly Total	1,465	1,022	33	183	0	2,703

FY 2025-26 Total to Date	12,524	5,680	137	772	0	19,113
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Operations Report Summary - October 2025

About Persons Served	Early Start	Medicaid Waiver	All Other	SDC	Total	Under 18	Over 18
Number of Persons Served	3,382	8,702	11,895	9	23,988	13,897	14,218
<i>Percentage of Total</i>	<i>14%</i>	<i>36%</i>	<i>50%</i>	<i>0%</i>	<i>100%</i>	<i>58%</i>	<i>59%</i>

Children served in Prevention Resource and Referral Services	458
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Persons Served by Residence Status	All	Under 18	Over 18
Family Home	24,013	13,668	10,345
Community Care Facility	1,712	17	1,695
State Developmental Center	9	0	9
Family Home Agency	24	0	24
Foster Home	212	203	9
Intermediate Care Facility	588	0	588
Independent Living	949	0	949
Supported Living	503	0	503
Skilled Nursing	65	0	65
Other	40	9	31
Total	28,115	13,897	14,218

Special Incident Investigations	Year to Date
AWOL	14
Abuse	31
Neglect	33
Injury	121
Hospitalizations - Total	191
Death	50
Victim of crime	1
Arrest	2
Rights	75
Total	518

Number of Licensed Facilities

Community Care Facilities	Total	Under 18	Over 18
Level 2	74	0	74
Level 3	87	0	102
Level 4	211	9	206
Total Community Care Facilities	372	9	382

Licensed Facility Monitoring	Year to Date
Annual Review	164
Unannounced	297
Total Number of Reviews	461
Provider Trainings	0
Technical Support	1,228
Corrective Action Plans	27

Intermediate Care Facilities (ICF)
ICF-DD
ICF-DD/Habilitation
ICF-DD/Nursing
Total ICF Facilities

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

Total Licensed Facilities	481
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Summary of Information About Persons Served - November 2025

NUMBER OF PERSONS SERVED	28,261	100%
Children - Birth to Age Three Receiving Early Start Services	3,392	12%
Children - Ages Three to Five Receiving Provisional Services	460	2%
Children - Ages Three to 17 Receiving Lanterman Services	10,148	36%
Adults - Ages 18 and Older Receiving Lanterman Services	14,261	50%

Children - Birth to Age Three Receiving Prevention Resource and Referral Services	366
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Children and Adults - Ages Three and Older Receiving Lanterman Services with the Following Diagnoses:

Intellectual Disability	11,511	51%
Epilepsy	2,884	13%
Cerebral Palsy	2,526	11%
Autism	12,774	50%
Fifth Category*	2,208	9%

* condition closely related to intellectual disability and requiring similar treatment

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

NUMBER OF PERSONS REQUESTING ELIGIBILITY DETERMINATION	387
Early Start / Under Age Three / 45 days to complete determination	206
Lanterman / Over Age Three / 120 days to complete determination	78
Provisional / Up to Age Five / 90 days to complete determination	7

NUMBER OF PERSONS DETERMINED ELIGIBLE	167
Children - Birth to Age Three Eligible for Early Start Services	0
Children and Adults - Ages Three and Older Eligible for Lanterman Services	115
• Number of children who received Early Start services	26
• Number of children who received Early Start services and had a diagnosis of autism	20
Children - Birth to Age Three Eligible for Prevention Resource and Referral Services	6

NUMBER OF CHILDREN NO LONGER ELIGIBLE FOR EARLY START OR PREVENTION RESOURCE AND REFERRAL SERVICES	133
Children - Age Three No Longer Eligible for Early Start Services	124
Children - Age Three No Longer Eligible for Prevention Resource and Referral Services	9

REGIONAL CENTER OF ORANGE COUNTY



OPERATIONS REPORT

NOVEMBER 2025 ACTIVITY

Mission Statement

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

COMMUNITY LIFE

Related Guiding Principles

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

Provider Monitoring, Technical Support and Special Incident Investigation Activities Fiscal Year 2025-26

Type and Number of Reviews	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Annual Review	42	50	40	32	40	
Unannounced	86	92	73	46	50	
Total Number of Reviews	128	142	113	78	90	0

Provider Trainings	0	0	0	0	0	
Technical Support	304	327	333	264	261	
Corrective Action Plans	3	8	5	11	6	
Special Incident Investigations*	33	75	76	42	41	

Type and Number of Reviews	Jan.	Feb.	Mar.	Apr.	May	June	Total
Annual Review							204
Unannounced							347
Total Number of Reviews	0	0	0	0	0	0	551

Provider Trainings							0
Technical Support							1,489
Corrective Action Plans							33
Special Incident Investigations*							267

* 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:

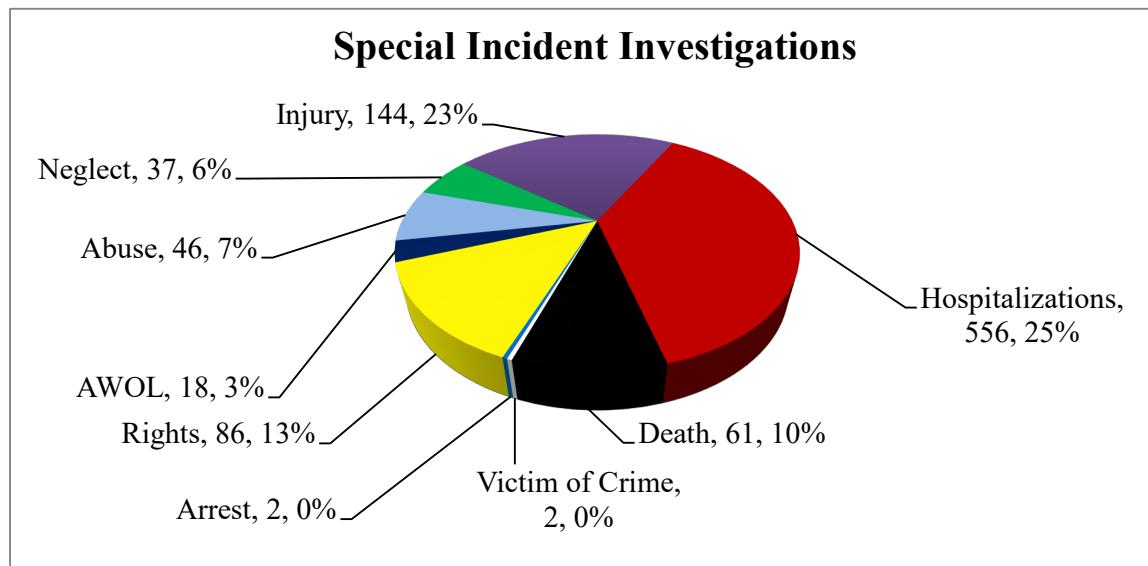
1. Robbery, including theft using a firearm, knife, or cutting instrument or other dangerous weapons or methods which force or threaten a victim;
2. Aggravated assault, including a physical attack on a victim using hands, fist, feet or a firearm, knife or cutting instrument or other dangerous weapon;
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 2025-26

Type of Incident	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
AWOL	4	4	1	5	4	
Abuse	3	9	9	10	15	
Neglect	9	8	5	11	4	
Injury	32	36	25	28	23	
Hospitalizations - Total	50	37	52	52	49	
<i>Psychiatric</i>	8	5	7	7	9	
<i>Medical</i>	42	32	45	45	40	
Death	10	12	11	17	11	
Victim of crime	0	0	1	0	1	
Arrest	0	2	0	0	0	
Rights	24	27	12	12	11	
Total	132	135	116	135	118	0

Type of Incident	Jan.	Feb.	Mar.	Apr.	May	June	Total
AWOL							18
Abuse							46
Neglect							37
Injury							144
Hospitalizations - Total							240
<i>Psychiatric</i>							36
<i>Medical</i>							204
Death							61
Victim of Crime							2
Arrest							2
Rights							86
Total	0	0	0	0	0	0	636



COMMUNITY LIFE continued

Provider Audits Fiscal Year 2025-26

Number of Audits / Appeals / Recoveries

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

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

State Appeal	0	0	0	0	0	
Recovery	0	0	0	0	2	

Audit Findings (Dollar Amount)

Amount of Recovery	\$0.00	\$0.00	\$0.00	\$0.00	\$75,083.88	\$0.00
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Type of Audit	Jan.	Feb.	Mar.	Apr.	May	June	Total
Service Billing							1
Staffing							0
Level 4I Consultant							0
P&I (consumer funds)							0
Total Number of Audits							2

Number of Appeals / Recoveries

State Appeal							0
Recovery							2

Audit Findings (Dollar Amount)

Amount of Recovery	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,083.88
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FAMILY SUPPORTS

Related Guiding Principles

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

Fiscal Year 2025-26

Number of Authorizations for Voucher Services

Type of Service	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Day Care - Family Member	93	76	70	86	87	
Diapers - Family Member	3	2	1	3	3	
Nursing Service - Family Member	55	42	51	50	41	
Respite Service - Family Member	697	725	729	719	713	
Transportation - Family Member	222	312	325	305	304	
Total Number of Voucher Authorizations	1,070	1,157	1,176	1,163	1,148	0

Number of Authorizations for Voucher Services

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

FAMILY SUPPORTS

Related Guiding Principles

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

Notifications of Community Events and Activities

Fiscal Year 2025-26

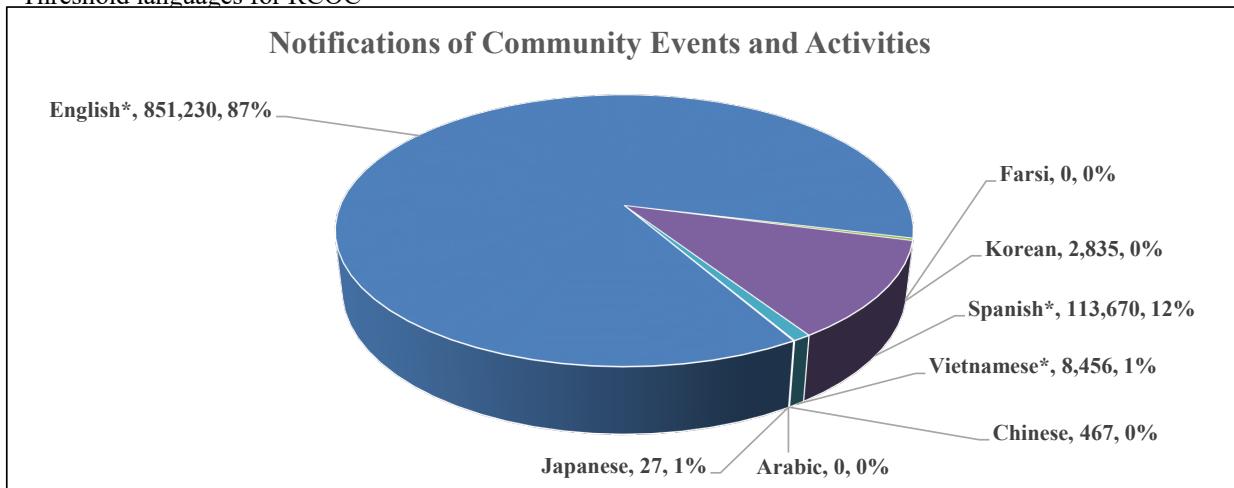
Number of Notifications

Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
English*	151,271	118,786	245,656	166,331	169,186	
Farsi	0	0	0	0	0	
Korean	778	136	662	157	1,102	
Spanish*	16,264	19,523	35,018	28,313	14,552	
Vietnamese*	2,124	538	2,518	1,270	2,006	
Chinese	104	0	0	0	363	
Japanese	0	0	0	0	0	
Arabic	0	0	0	0	0	
Total Number of Notifications	170,541	138,983	283,854	196,071	187,209	0

Number of Notifications

Language	Jan.	Feb.	Mar.	Apr.	May	June	Total
English*							851,230
Farsi							0
Korean							2,835
Spanish*							113,670
Vietnamese*							8,456
Chinese							467
Japanese							0
Arabic							0
Total Number of Notifications	0	0	0	0	0	0	976,658

* Threshold languages for RCOC



FAMILY SUPPORTS

Related Guiding Principles

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

Community Outreach Fiscal Year 2025-26

Number of Outreach Events

Type of Outreach / Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
In Person/Zoom						
English	4	4	8	3	5	
Spanish	0	5	3	5	4	
Vietnamese	1	1	0	3	1	
Other Languages**	1	1	2	1	2	
In Print						
English	2	1				
Spanish						
Vietnamese	1		1			
Other Languages						
TV / Radio						
English						
Spanish						
Vietnamese	4	5	4	4	5	
Other Languages						
Total Number of Outreach Events	13	17	18	16	17	0

** Korean or Other

Number of Outreach Events

Language	Jan.	Feb.	Mar.	Apr.*	May*	June*	Total
In Person							
English							24
Spanish							17
Vietnamese							6
Other Languages							7
In Print							
English							3
Spanish							0
Vietnamese							2
Other Languages							0
TV / Radio							
English							0
Spanish							0
Vietnamese							22
Other Languages							0
Total Number of Outreach Events	0	0	0	0	0	0	81

* Virtual Meetings

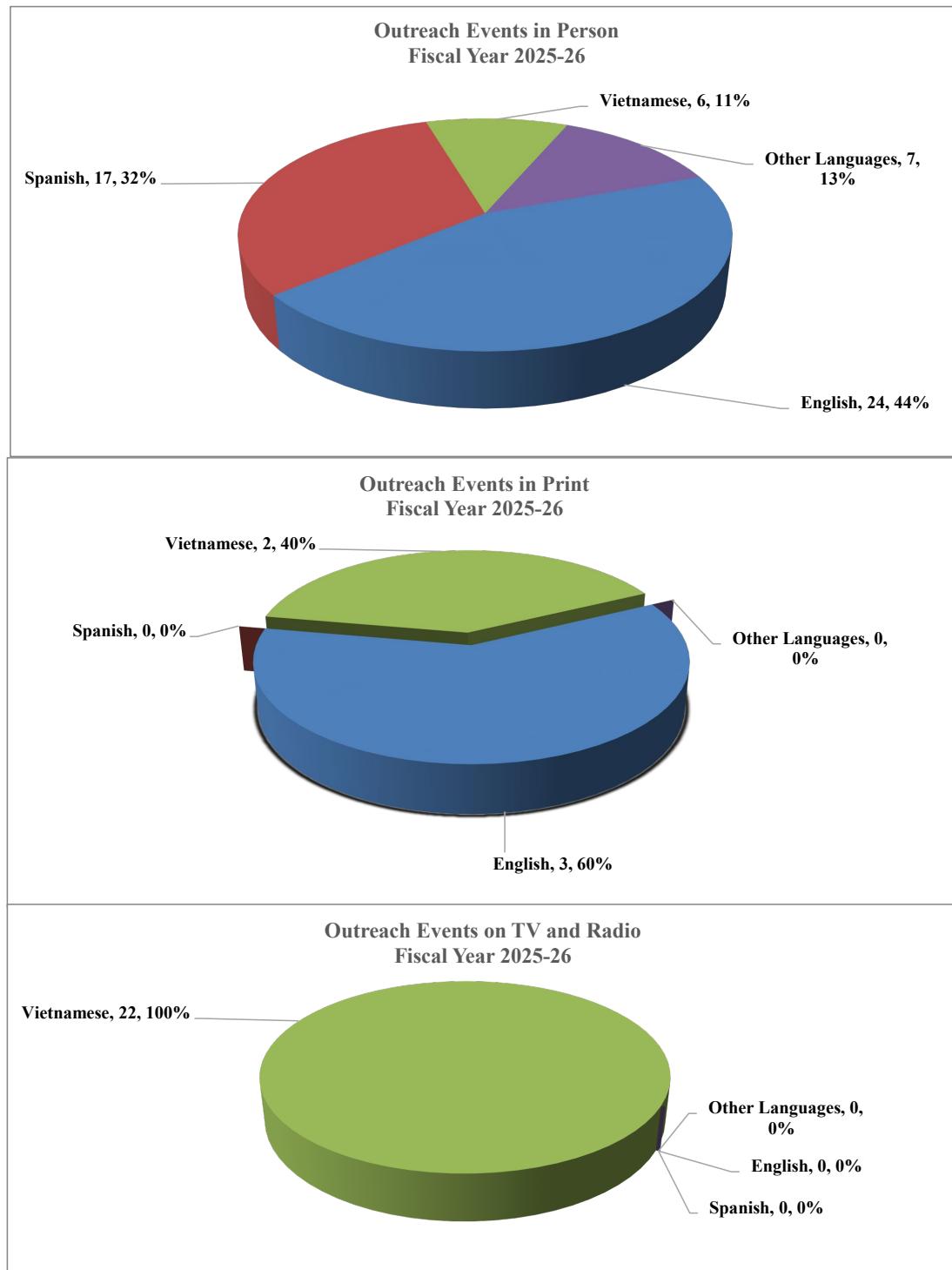
FAMILY SUPPORTS

Related Guiding Principles

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

Community Outreach Events in Person, in Print, on TV and Radio

Fiscal Year 2025-26



EARLY INTERVENTION / PREVENTION

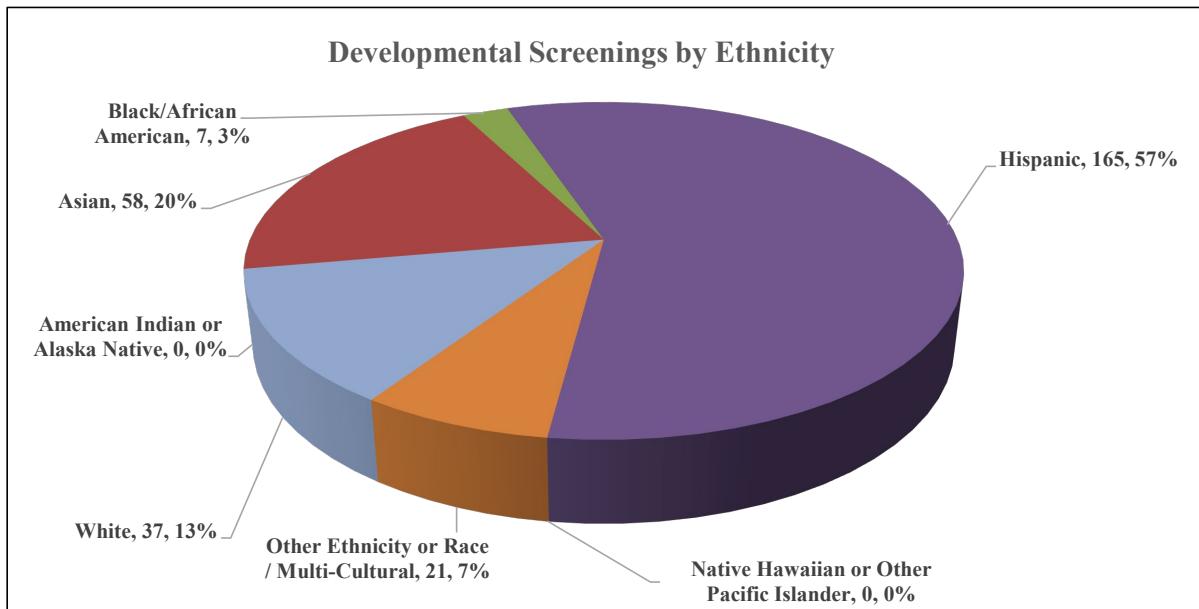
Related Guiding Principles

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

Fiscal Year 2025-26

Developmental Screenings by Ethnicity	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
American Indian or Alaska Native	0	0	0	0	0	
Asian	0	12	16	24	6	
Black/African American	0	0	4	1	2	
Hispanic	0	51	34	48	32	
Native Hawaiian or Other Pacific Islander	0	0	0	0	0	
Other Ethnicity or Race / Multi-Cultural	0	5	10	4	2	
White	0	7	9	15	6	
Total Number Screened	0	75	73	92	48	
Total Number Referred to RCOC	0	43	27	35	22	

Developmental Screenings by Ethnicity	Jan.	Feb.	Mar.	Apr.	May	June	Total
American Indian or Alaska Native							0
Asian							58
Black/African American							7
Hispanic							165
Native Hawaiian or Other Pacific Islander							0
Other Ethnicity or Race / Multi-Cultural							21
White							37
Total Number Screened							288
Total Number Referred to RCOC							127



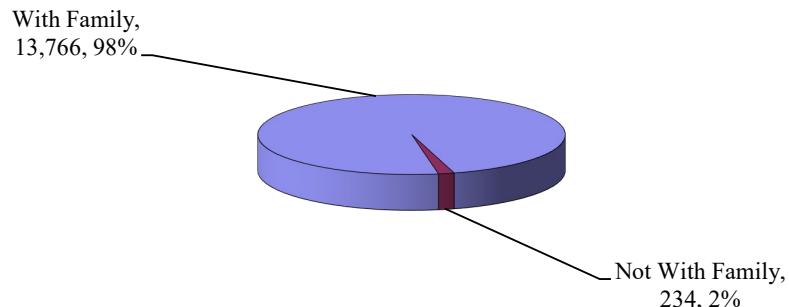
LIVING OPTIONS

Related Guiding Principles

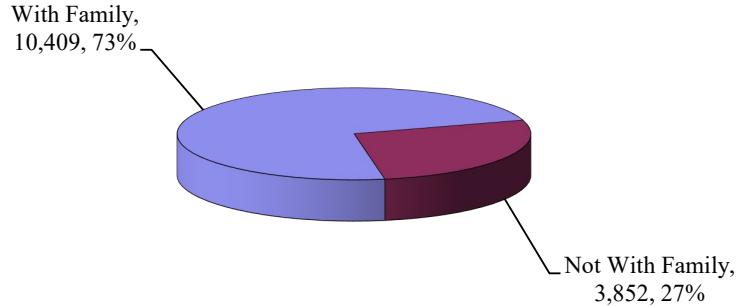
- *Culturally-sensitive services and supports are provided so that persons served can make informed choices on where and with whom they live, including owning or renting their own homes.*
- *Families whose minor or adult children choose to remain in the family home are supported through available resources.*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

Where Persons Served Live	Persons Served	Persons Served	Persons Served
	All	Under 18	Over 18
With Family	24,175	13,766	10,409
Not With Family	4,086	234	3,852
Totals	28,261	14,000	14,261

Where Persons Served Under 18 Live



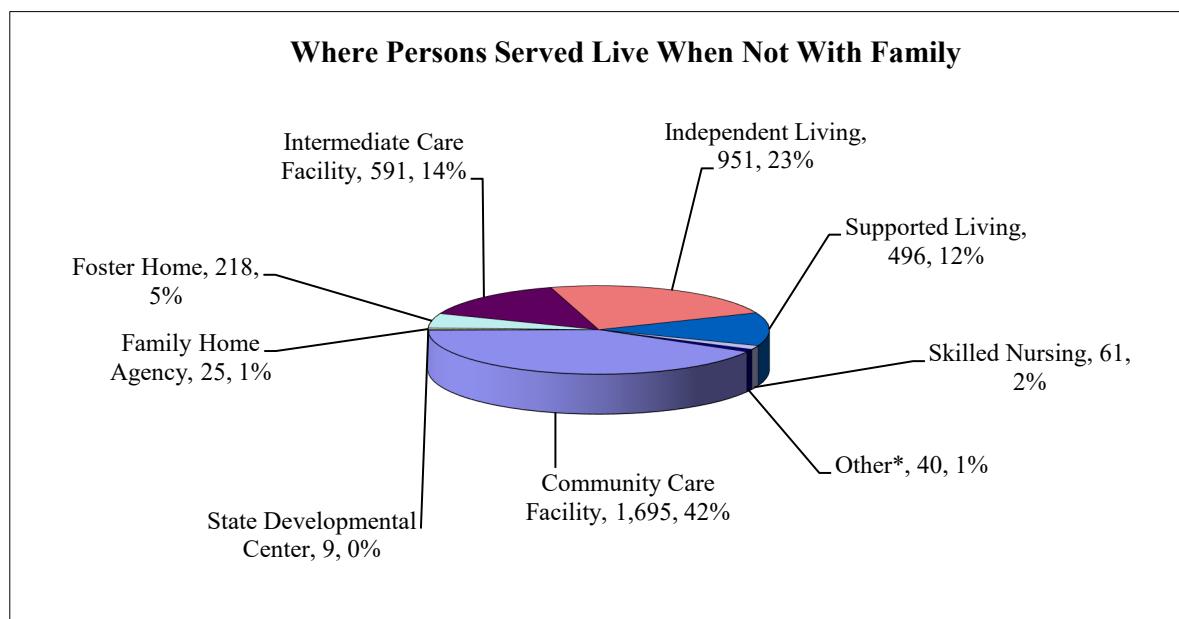
Where Persons Served Over 18 Live



LIVING OPTIONS, continued

Where Persons Served Live	All Persons Served	Persons Served Under 18	Persons Served Over 18
Family Home	24,175	13,766	10,409
Community Care Facility	1,695	16	1,679
State Developmental Center	9	0	9
Family Home Agency	25	0	25
Foster Home	218	209	9
Intermediate Care Facility	591	0	591
Independent Living	951	0	951
Supported Living	496	0	496
Skilled Nursing	61	0	61
Other*	40	9	31
Total	28,261	14,000	14,261

Other*			
Acute General Hospital	4	0	4
California Youth Authority	1	1	0
Community Treatment	3	1	2
Correctional Institution	1	0	1
County Jail	1	0	1
Other	7	0	7
Out of State	1	1	0
Psychiatric Treatment	26	4	22
Rehabilitation Center	2	0	2
SDC / State Hospital	5	0	5
Sub-Acute	39	8	31
Transient / Homeless	12	2	10
Total, Other*	102	17	85



LIVING OPTIONS, continued

Other Living Options

Family Home Agency

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

Foster Family Agency

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

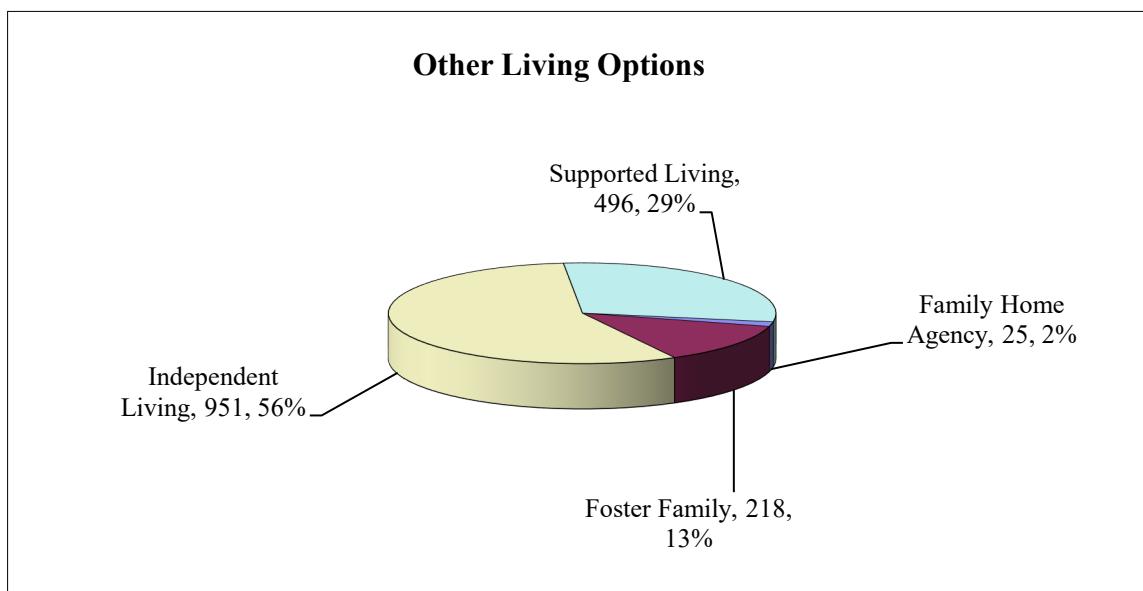
Independent Living

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

Supported Living

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

Other Living Options	Total	Under 18	Over 18
Family Home Agency	25	0	25
Foster Family	218	209	9
Independent Living	951	0	951
Supported Living	496	0	496
Total	1,690	209	1,481



LIVING OPTIONS, continued

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

Health Licensed Facilities

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

General Acute Care Hospitals,

Acute Psychiatric Hospitals,

Skilled Nursing Facilities,

Intermediate Care Facilities,

Intermediate Care Facility – Developmentally Disabled,

Intermediate Care Facility – Developmentally Disabled, – Habilitative,

Intermediate Care Facility – Developmentally Disabled, – Nursing,

Home Health Agencies and

Congregate Living Health Facilities.

Community Care Licensed Facilities

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

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

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

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

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

LIVING OPTIONS, continued

Persons Served Who Reside in Licensed Facilities Funded by RCOC Fiscal Year 2025-26

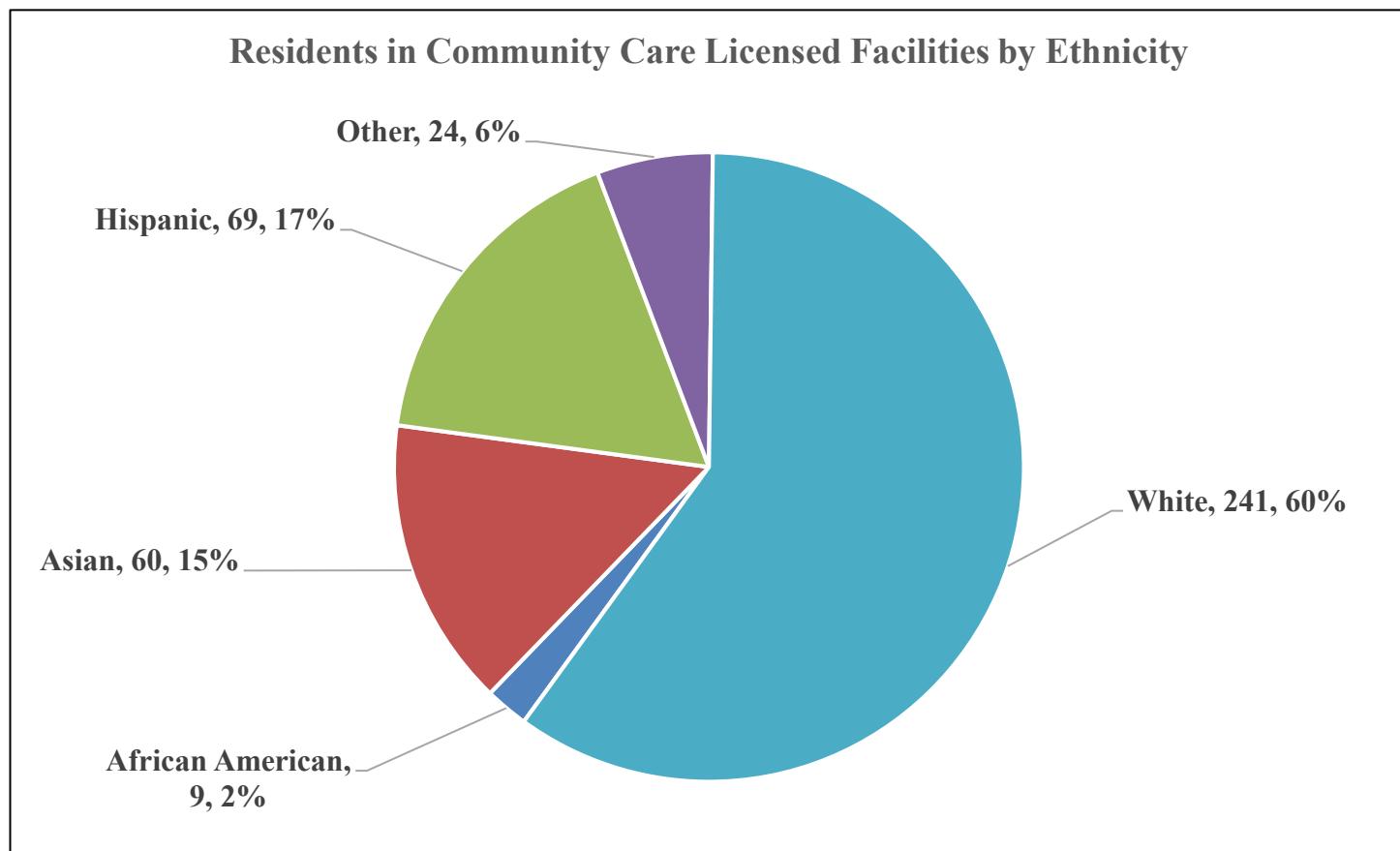
Licensed Facilities	Total	Over 18	Under 18
Level 2	36	36	0
Level 3	40	40	0
Level 4A	22	22	0
Level 4B	4	4	0
Level 4C	40	40	0
Level 4D	17	17	0
Level 4E	4	4	0
Level 4F	23	23	0
Level 4G	22	22	0
Level 4H	1	1	0
Level 4I	114	114	0
Elderly	18	18	0
ICF/DD-H	1	1	0
ICF/DD-N	5	5	0
ICF/DD	0	0	0
Skilled Nursing	0	0	0
Total	347	347	0

Licensed Facilities Summary	Total	Over 18	Under 18
Level 2	36	36	0
Level 3	40	40	0
Level 4	247	247	0
ICF/DD-H	1	1	0
ICF/DD-N	5	5	0
Elderly	18	18	0
Skilled Nursing	0	0	0
Total	347	347	0

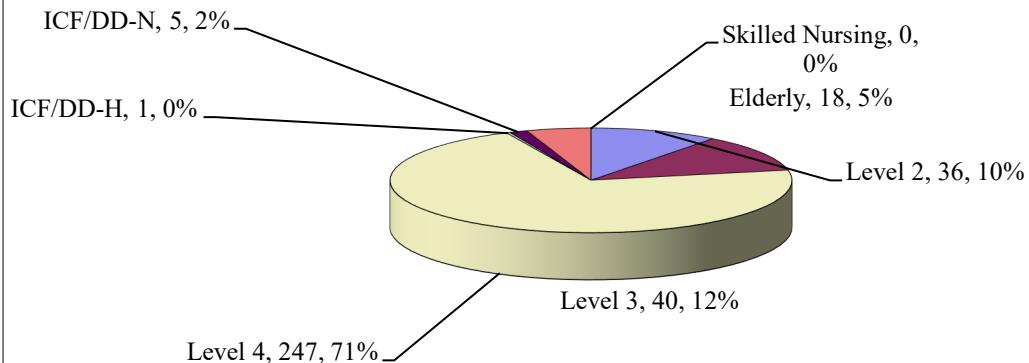
LIVING OPTIONS, continued

Persons Served Who Reside in Licensed Facilities Funded by RCOC by Ethnicity Fiscal Year 2025-26

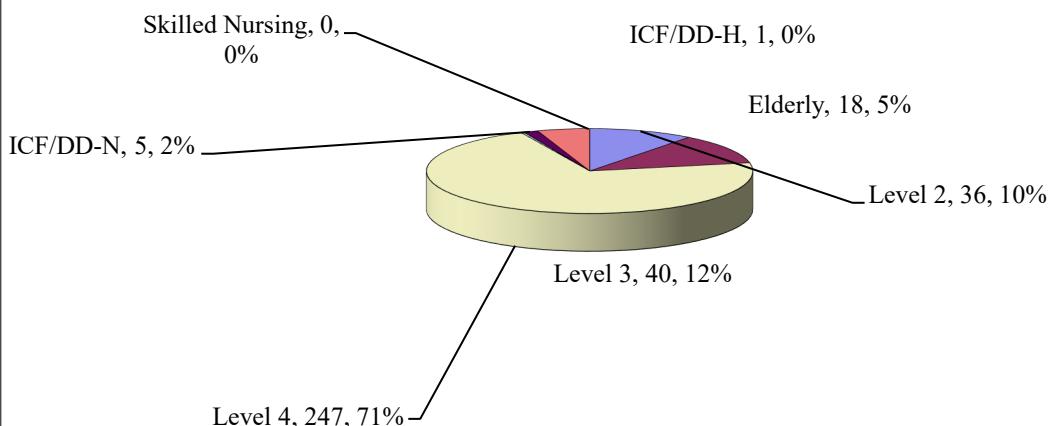
Licensed Facilities	African American	Asian	Hispanic	Other	White	Total
Level 2	0	8	13	3	26	50
Level 3	4	9	12	4	38	67
Level 4A	0	3	5	2	15	25
Level 4B	0	1	0	0	3	4
Level 4C	3	10	6	0	40	59
Level 4D	0	3	4	1	11	19
Level 4E	0	0	3	0	4	7
Level 4F	1	5	3	4	10	23
Level 4G	0	1	0	2	15	18
Level 4H	0	0	2	0	1	3
Level 4I	1	20	21	8	78	128
Total	9	60	69	24	241	403



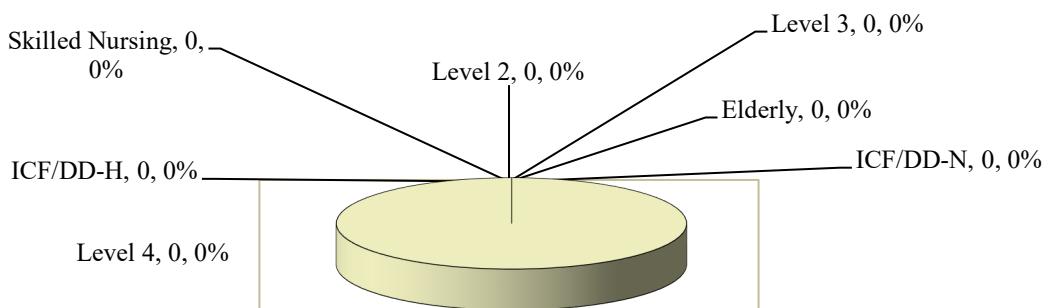
Persons Served Who Reside in Licensed Facilities Services Funded by RCOC



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



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

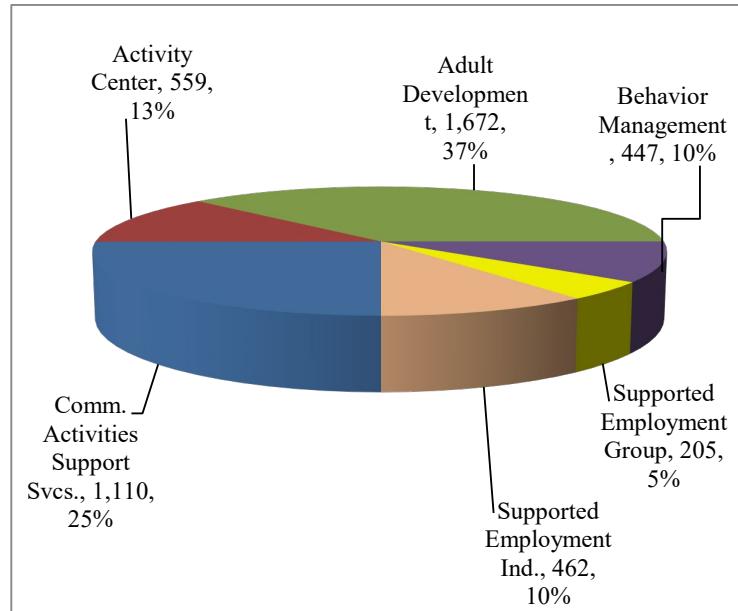


WORK

Related Guiding Principle

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

Adult Day & Employment Services	Persons Served Over 18
Comm. Activities Support Svcs.	1,110
Activity Center	559
Adult Development	1,672
Behavior Management	447
Supported Employment Group	205
Supported Employment Ind.	462
Total	4,455



Definitions:

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

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

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

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

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

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

SERVICE PLANNING AND COORDINATION

Related Guiding Principles

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

Service Coordination

Fiscal Year 2025-26

Service Coordination:	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Number of Service Coordinators (SC)	469.1	481.2	479.3	504.4	502.0	
Number of Case-Carrying SCs	416.8	429.0	429.0	452.1	446.5	
Number of Intake SCs	43.0	43.0	43.0	45.0	45.0	
Number of Active Persons Served	27,926	28,006	28,174	28,291	28,458	
Caseload Ratio, # of Active Persons Served/SCs	67.0	65.3	65.7	62.6	63.7	

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

SERVICE PLANNING AND COORDINATION continued

Fair Hearings
Fiscal Year 2025-26

	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June
Number of Unsettled Hearing Requests*	28	27	23	27	24							
Eligibility - Lanterman	9	10	8	9	11							
Behavioral services				2	2							
Respite	2	3	3	4	2							
Day Care												
Self Determination Budget	10	4	6	6	5							
Personal Assistance	2	2	2	1								
Other**	7	9	6	6	5							

* 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*	10	8	7	14	7							
Eligibility - Lanterman	3	6	5	5	6							
Eligibility - Early Start												
Behavioral services				2								
Respite	1	1		1								
Day Care												
Social/Recreational	1											
Social Skills Training												
SDP	2		2	3								
Personal Assistance	1											
Other**	2	1		1	1							

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

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

Number of All Meetings Held	14	10	12	10	9							
Number of Informal Meetings Held	9	8	6	10	7							
Number of Mediations Held	3		2		1							
Number of SLFHs Held	2	2	2		1							

Number of Requests in Scheduling*	7	7	4	6	4						
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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	2	0	1	1						
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* State Level Fair Hearing (SLFH) held but awaiting decision.

Number of Requests Settled	6	8	9	10	10							
Withdrawn by Person Served/Family			1	2	5							
Settled in Informal	4	7	5	7	5							
Settled after further follow-up by RCOC				1								
Settled in Mediation	1		1									
SLFH Decision	1	1	2									

State Level Fair Hearing Decisions

Prevailing Party												
Person Served/Family												
RCOC	1	1	2									
Split												

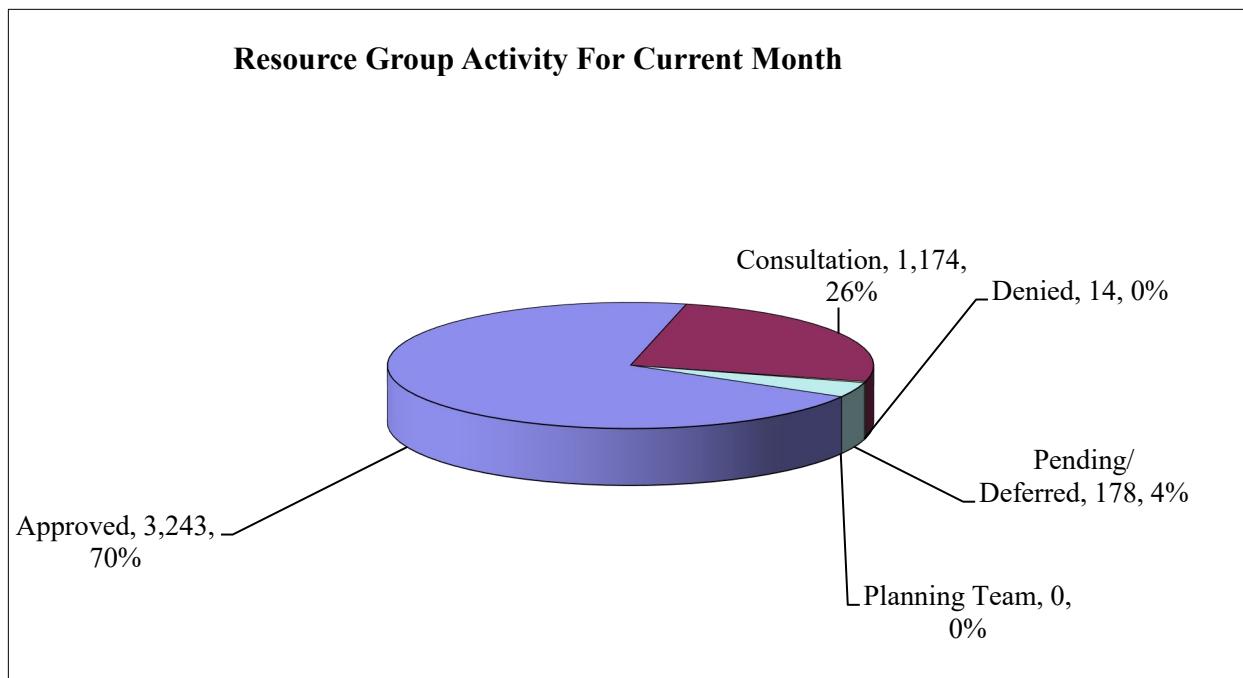
ADMINISTRATION AND GOVERNANCE

Guiding Principle

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

Resource Group Activity for November 2025 and Fiscal Year to Date

Disposition	Approved	Consultation	Denied	Pending/ Deferred	Planning Team	Total
Adult Day	842	304	0	77	0	1,223
Behavioral	113	65	0	8	0	186
Education	0	0	0	0	0	0
Eligibility/Health	108	1	8	6	0	123
Early Start	562	212	6	21	0	801
Living Options	290	138	0	13	0	441
Supported/Ind.	346	124	0	18	0	488
All Others	982	330	0	35	0	1,347
Monthly Total	3,243	1,174	14	178	0	4,609
FY 2025-26 Total to Date	15,767	6,854	151	950	0	23,722



Operations Report Summary - November 2025

About Persons Served	Early Start	Medicaid Waiver	All Other	SDC	Total	Under 18	Over 18
Number of Persons Served	3,392	8,718	11,869	9	23,988	14,000	14,261
<i>Percentage of Total</i>	<i>14%</i>	<i>36%</i>	<i>49%</i>	<i>0%</i>	<i>100%</i>	<i>58%</i>	<i>59%</i>

Children served in Prevention Resource and Referral Services	458
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Persons Served by Residence Status	All	Under 18	Over 18
Family Home	24,175	13,766	10,409
Community Care Facility	1,695	16	1,679
State Developmental Center	9	0	9
Family Home Agency	25	0	25
Foster Home	218	209	9
Intermediate Care Facility	591	0	591
Independent Living	951	0	951
Supported Living	496	0	496
Skilled Nursing	61	0	61
Other	40	9	31
Total	28,261	14,000	14,261

Special Incident Investigations	Year to Date
AWOL	18
Abuse	46
Neglect	37
Injury	144
Hospitalizations - Total	240
Death	61
Victim of crime	2
Arrest	2
Rights	86
Total	636

Number of Licensed Facilities			
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Community Care Facilities	Total	Under 18	Over 18
Level 2	74	0	74
Level 3	87	0	103
Level 4	211	9	206
Total Community Care Facilities	372	9	383

Licensed Facility Monitoring	Year to Date
Annual Review	204
Unannounced	347
Total Number of Reviews	551
Provider Trainings	0
Technical Support	1,489
Corrective Action Plans	33

Intermediate Care Facilities (ICF)	
ICF-DD	0
ICF-DD/Habilitation	67
ICF-DD/Nursing	41
Total ICF Facilities	108

Number of Audits	2
Amount of Recovery from Audits	\$75,084

Total Licensed Facilities	480
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Performance Contract Summary

RCOC as of 11/01/2025	All	RCOC #	Goal	Percentage	# Attained
Children in Foster Homes (FH)	13,912	202	220	1.45%	-18
Children Own Home Parent/Guardian	13,912	13,649	13,720	98.11%	-71
Total # Children (FH,Parent/Guardian)	13,912	13,851	13,940	99.56%	-89
Adult FHA	14,346	64	90	0.45%	-26
Independent Living (IL)	14,346	944	982	6.58%	-38
Adults Residing Own Home - Parent	14,346	10,338	10,510	72.06%	-172
Supported Living (SL)	14,346	497	505	106.00%	-8
Total # Adults (FHA, IL,Parent/Guardian, SL)	14,346	11,843	12,087	185.09%	-244
Children Residing in a CCF (7+ beds)	13,912	0	0	0.00%	0
Children Residing in a ICF (7+ beds)	13,912	0	0	0%	0
Children Residing in a Nursing Facility (7+ beds)	13,912	0	0	0%	0
Total Children Residing in 7+ bed facilities	13,912	0	0	99.67%	0
Adults Residing in a CCF (7+ beds)	14,346	99	106	0.69%	7
Adults Residing in a ICF (7+ beds)	14,346	15	13	0.10%	-2
Adults Residing in a Nursing Facility (7+ beds)	14,346	65	72	0.45%	7
Total Adults Residing in 7+ bed facilities	14,346	179	191	1.25%	12
Total Individuals Over Age 3 with <=120 days	468	467	100%	99.79%	99.79%
Total Individuals Over Age 3 with 121-240 days	468	1	0%	0.21%	0.21%
Total Individuals Over Age 3 Over 240 days	468	0	0%	0.00%	0.00%
Adults with Integrated Employment Goal	14,346	43%	65%		
Total Number of Incentive Payments Made	14,346	342			
Avg. Wage per Hour After Incentive Payment	14,346	\$16.11			
Number of Persons Served with Earned Income	14,346	2,269			
Percentage of 16-64 Earned Income	14,346	15.5%			
Annual Earnings of 16-64	14,346	\$13,920			
Number of Adults in CIE After Paid Intern	14,346	8			
Percentage Adults Transitioned Internship to CIE	14,346	9%			
Total Annual Expenditures Race/Ethnicity	28,267				

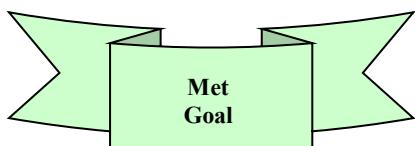
Performance Contract 2025-2026



= 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 2025-2026

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

Compliance Measure	Outcome
Unqualified audit with no material findings	No
Substantial compliance with DDS fiscal audit	Yes
Operates within OPS budget	Yes
Certified to participate in Waiver	Yes
Compliance with vendor audit requirements per contract, Article III, sec. 10	Met
CDER/ESR current	99.57%
Intake/Assessment and IFSP (0-2)	99.82%
IPP development biennial	Annual, 99.46
IFSP development	84.70%



Performance Contract 2025-2026

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

Planned Activities

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

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



Progress: A. During public meetings, RCOC had 242, or 1.8%, of children in foster homes.

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

	Percentage	All Children	Children in FH	Goal	%	# Attained
Statewide Average	2.20%	252,861	5,676			
RCOC Public Hearing 4/23/25	1.80%	13,137	242			
RCOC 11/01/25	1.45%	13,912	202	220	1.45%	-18
Analysis as of Public Hearing	RCOC % of DD pop.		5.20%	RCOC % of FH pop.		4.26%

	Total Children Status 1&2	Goal	Children in Foster Homes	%	Number Attained
Jul-25	13,730	220	193	1.41%	-27
Aug-25	13,744	220	200	1.46%	-20
Sep-25	13,860	220	198	1.43%	-22
Oct-25	13,912	220	202	1.45%	-18
Nov-25		220			
Dec-25		220			
Jan-26		220			
Feb-26		220			
Mar-26		220			
Apr-26		220			
May-26		220			
Jun-26		220			

Below Goal

Progress: B. During public meetings, RCOC had 12,854 or 97.90%, of children in own-home-parent/guardian.

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

	%	All Children	Children in own home Parent/Guardian			
Statewide Average	97.47%	252,861	246,467			
RCOC Public Hearing 4/23/25	97.85%	13,137	12,854	Goal	%	# Attained
RCOC 11/01/25	98.11%	13,912	13,649	13,720	98.11%	-71
Analysis as of Public Hearing	RCOC % of DD pop.	5.20%	RCOC % of Home	97.85%		



	Total Children	Goal	Children in Own Home Parent/Gaurdian	%	Number Attained	
Jul-25	13,730	13,720	13,482	98.19%	-238	
Aug-25	13,744	13,720	13,486	98.12%	-234	
Sep-25	13,860	13,720	13,599	98.12%	-121	
Oct-25	13,912	13,720	13,649	98.11%	-71	
Nov-25		13,720				
Dec-25		13,720				
Jan-26		13,720				
Feb-26		13,720				
Mar-26		13,720				
Apr-26		13,720				
May-26		13,720				
Jun-26		13,720				

Below Goal

Progress: C. During public meetings, RCOC had 13,096, or 99.70%, of children in homes.

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

	%	All Children	Total Number Children in Homes	Goal	%	# Attained
Statewide Average	99.70%	252,861	252,143			
RCOC Public Hearing 4/23/25	99.70%	13,137	13,096			
RCOC 11/01/25	99.56%	13,912	13,851	13,940	99.56%	-89
Analysis of Public Hearing	RCOC % of DD pop	5.20%	RCOC % Homes	94.55%		

	Total Children Status 1&2	Goal	Total Number Children in Homes	%	Number Attained	Below Goal
Jul-25	13,730	13,940	13,675	99.60%	-265	
Aug-25	13,744	13,940	13,686	99.58%	-254	
Sep-25	13,860	13,940	13,797	99.55%	-143	
Oct-25	13,912	13,940	13,851	99.56%	-89	
Nov-25		13,940				
Dec-25		13,940				
Jan-26		13,940				
Feb-26		13,940				
Mar-26		13,940				
Apr-26		13,940				
May-26		13,940				
Jun-26		13,940				

Performance Contract 2025-2026

II. Adults Residing in Home Settings

Planned Activities

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

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

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

Progress: A. During public meetings, RCOC had 91, or 0.7%, of adults residing in Adult FHA.

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

	Percentage	Total Adults Status 2	Adults in FHA			
				Goal	%	# Attained
Statewide Average	0.70%	203,915	1,484			
RCOC Public Hearing 4/23/25	0.70%	13,898	91			
RCOC 11/01/25	0.45%	14,346	64	90	0.45%	-26
Analysis as of Public Hearing	RCOC % of DD pop	6.82%	RCOC % of FHA pop	6.13%		

	Total Adults Status 2	Goal	Adults in FHA	%	Number Attained
Jul-25	14,172	90	70	0.49%	-20
Aug-25	14,207	90	66	0.46%	-24
Sep-25	14,278	90	64	0.45%	-26
Oct-25	14,346	90	64	0.45%	-26
Nov-25		90			
Dec-25		90			
Jan-26		90			
Feb-26		90			
Mar-26		90			
Apr-26		90			
May-26		90			
Jun-26		90			

Below Goal



Progress: B. During public meetings, RCOC had 976, or 7.0%, of adults residing in independent living.

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

	Percentage	Total Adults Status 2	Adults in Independent Living	Goal	%	# Attained
Statewide Average	8.90%	203,915	18,216			
RCOC Public Hearing 4/23/25	7.00%	13,898	976			
RCOC 11/01/25	6.58%	14,346	944	982	6.58%	-38
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of IL pop		5.36%

	Total Adults Status 2	Goal	Adults in Independent Living	%	Number Attained	Below Goal
Jul-25	14,172	982	948	6.69%	-34	
Aug-25	14,207	982	950	6.69%	-32	
Sep-25	14,278	982	947	6.63%	-35	
Oct-25	14,346	982	944	6.58%	-38	
Nov-25		982				
Dec-25		982				
Jan-26		982				
Feb-26		982				
Mar-26		982				
Apr-26		982				
May-26		982				
Jun-26		982				



Progress: C. During public meetings, RCOC had 9,890, or 71.2%, of adults residing in own home-parent.

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

	Percentage	Total Adults Status 2	Adults Residing Own Home - Parent	Goal	%	# Attained
Statewide Average	69.90%	203,915	142,439			
RCOC Public Hearing 4/23/25	71.20%	13,898	9,890			
RCOC 11/01/25	72.06%	14,346	10,338	10,510	72.06%	-172
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of own home	6.94%	



	Total Adults Status 2	Goal	Adults Residing Own Home - Parent	%	Number Attained
Jul-25	14,172	10,510	10,173	71.78%	-337
Aug-25	14,207	10,510	10,207	71.84%	-303
Sep-25	14,278	10,510	10,271	71.94%	-239
Oct-25	14,346	10,510	10,338	72.06%	-172
Nov-25		10,510			
Dec-25		10,510			
Jan-26		10,510			
Feb-26		10,510			
Mar-26		10,510			
Apr-26		10,510			
May-26		10,510			
Jun-26		10,510			

Below Goal

Progress: D. During public meetings, RCOC had 489, or 3.5%, of adults residing in supported living.

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

	Percentage	Total Adults Status 2	Adults Residing in Supported Living			
Statewide Average	4.70%	203,915	9,477			
RCOC Public Hearing 4/23/25	3.50%	13,898	489	Goal	%	# Attained
RCOC 11/01/25	3.46%	14,346	497	505	3.46%	-8
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of SL pop	5.16%	

	Total Adults Status 2	Goal	Adults Residing Supported Living	%	Number Attained	Below Goal
Jul-25	14,172	505	492	3.47%	-13	
Aug-25	14,207	505	492	3.46%	-13	
Sep-25	14,278	505	495	3.47%	-10	
Oct-25	14,346	505	497	3.46%	-8	
Nov-25		505				
Dec-25		505				
Jan-26		505				
Feb-26		505				
Mar-26		505				
Apr-26		505				
May-26		505				
Jun-26		505				

Progress: E. During public meetings, RCOC had 11,446, or 82.4%, of adults residing in home settings.

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

	Percentage	Total Adults Status 2	Total Number Adults in Home Settings			
Statewide Average	84.20%	203,915	171,616			
RCOC Public Hearing 4/23/25	82.40%	13,898	11,446	Goal	%	# Attained
RCOC 11/01/25	82.55%	14,346	11,843	12,087	82.55%	-244
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of Home	6.67%	

	Total Adults Status 2	Goal	Total Number Adults in Home Settings	%	Number Attained	Below Goal
Jul-25	14,172	12,087	11,683	82.44%	-404	
Aug-25	14,207	12,087	11,715	82.46%	-372	
Sep-25	14,278	12,087	11,777	82.48%	-310	
Oct-25	14,346	12,087	11,843	82.55%	-244	
Nov-25		12,087				
Dec-25		12,087				
Jan-26		12,087				
Feb-26		12,087				
Mar-26		12,087				
Apr-26		12,087				
May-26		12,087				
Jun-26		12,087				

Performance Contract 2025-2026

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

Planned Activities

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

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

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

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

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

	Percentage	Total Children Status 1&2	Children Residing in CCF 7+ Beds			
Statewide Average	0.01%	252,861	14			
RCOC Public Hearing 4/23/25	0.00%	13,137	0	Goal	%	# Attained
RCOC 11/01/25	0.00%	13,912	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.20%	RCOC % of CCF 7+		0.00%



	Total Children Status 1&2	Goal	Children Residing CCF 7+ Beds	%	Number Attained	Met Goal
Jul-25	13,730	0	0	0.00%	0	
Aug-25	13,744	0	0	0.00%	0	
Sep-25	13,860	0	0	0.00%	0	
Oct-25	13,912	0	0	0.00%	0	
Nov-25		0				
Dec-25		0				
Jan-26		0				
Feb-26		0				
Mar-26		0				
Apr-26		0				
May-26		0				
Jun-26		0				

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

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

	Percentage	Total Children Status 1&2	Children Residing in an ICF 7+ beds	Goal	%	# Attained
Statewide Average	0.02%	252,861	32			
RCOC Public Hearing 4/23/25	0.00%	13,137	0	Goal	%	# Attained
RCOC 11/01/25	0.00%	13,912	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop	5.20%	RCOC % of ICF 7+	0.00%		



	Total Children Status 1&2	Goal	Children Residing ICF 7+ Beds	%	Number Attained	Met Goal
Jul-25	13,730	0	0	0.00%	0	
Aug-25	13,744	0	0	0.00%	0	
Sep-25	13,860	0	0	0.00%	0	
Oct-25	13,192	0	0	0.00%	0	
Nov-25		0				
Dec-25		0				
Jan-26		0				
Feb-26		0				
Mar-26		0				
Apr-26		0				
May-26		0				
Jun-26		0				

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

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

	Percentage	Total Children Status 1&2	Children Residing in a Nursing Facility			
Statewide Average	*	252,861	*			
RCOC Public Hearing 4/23/25	0.00%	13,137	0	Goal	%	# Attained
RCOC 11/01/25	0.00%	13,912	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.20%	RCOC % of NF		0.00%

*in accordance with CA Health and Human Services de-identification guidelines, counts of 1-10 have been suppressed



	Total Children Status 1&2	Goal	Children Residing in a Nursing Facility (NF)	%	Number Attained	Met Goal
Jul-25	13,730	0	0	0.00%	0	
Aug-25	13,744	0	0	0.00%	0	
Sep-25	13,860	0	0	0.00%	0	
Oct-25	13,912	0	0	0.00%	0	
Nov-25		0				
Dec-25		0				
Jan-26		0				
Feb-26		0				
Mar-26		0				
Apr-26		0				
May-26		0				
Jun-26		0				

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

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

	Percentage	Total Children Status 1&2	Total Children Residing in a 7+ Bed Facility			
Statewide Average	0.03%	252,861	49			
RCOC Public Hearing 4/23/25	0.00%	13,137	0	Goal	%	# Attained
RCOC 11/01/25	0.01%	13,912	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.20%	RCOC % 7+ Bed		0.00%



	Total Children Status 1&2	Goal	Total Children Residing in 7+ Bed	%	Number Attained	Met Goal
Jul-25	13,730	0	0	0.00%	0	
Aug-25	13,744	0	0	0.00%	0	
Sep-25	13,860	0	0	0.00%	0	
Oct-25	13,912	0	0	0.00%	0	
Nov-25		0				
Dec-25		0				
Jan-26		0				
Feb-26		0				
Mar-26		0				
Apr-26		0				
May-26		0				
Jun-26		0				



Performance Contract 2025-2026

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

Planned Activities

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

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

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

Progress: A. During public meetings, RCOC had 112, or 0.80%, of adults residing in a CCF 7+ bed. Placements to 7+ CCF are at family request and/or due to specialized services. RCOC has several long term vendors with 7+ bed homes, and will continue to work together to implement Trailer Bill Language regarding the use of these homes.

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

	Percentage	Total Adults Status 2	Adults in CCF 7+ Beds	Goal	%	# Attained
Statewide Average	0.67%	203,915	1,284			
RCOC Public Hearing 4/23/25	0.80%	13,898	112			
RCOC 11/01/25	0.69%	14,346	99	106	0.69%	7
Analysis of Public Hearing	RCOC % of DD pop	6.82%	RCOC % Adult 7+ CCF		8.72%	

	Total Adults Status 2	Goal	Adults Residing in CCF 7+ Beds	%	Number Attained	
Jul-25	14,172	106	98	0.69%	8	
Aug-25	14,207	106	98	0.69%	8	
Sep-25	14,278	106	99	0.69%	7	
Oct-25	14,346	106	99	0.69%	7	
Nov-25		106				
Dec-25		106				
Jan-26		106				
Feb-26		106				
Mar-26		106				
Apr-26		106				
May-26		106				
Jun-26		106				


 Met Goal

Progress: B. During public meetings, RCOC had 15, or 0.10%, of adults residing in an Intermediate Care Facility (ICF) 7+ beds. Placements to 7+ bed facilities are at family request and/or due to specialized services.

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

	Percentage	Total Adults Status 2	Adults Residing ICF 7+ Beds	Goal	%	# Attained
Statewide Average	0.41%	203,915	705			
RCOC Public Hearing 4/23/25	0.10%	13,898	15			
RCOC 11/01/25	0.10%	14,346	15	13	0.10%	-2
Analysis of Public Hearing	RCOC % of DD pop	6.82%	RCOC % ICF 7+	2.13%		



	Total Adults Status 2	Goal	Adults Residing ICF 7+ Beds	%	Number Attained
Jul-25	14,172	13	14	0.10%	-1
Aug-25	14,172	13	14	0.10%	-1
Sep-25	14,278	13	14	0.10%	-1
Oct-25	14,346	13	15	0.10%	-2
Nov-25		13			
Dec-25		13			
Jan-26		13			
Feb-26		13			
Mar-26		13			
Apr-26		13			
May-26		13			
Jun-26		13			

Below Goal

Progress: C. During public meetings, RCOC had 77, or 0.60%, of adults residing in a nursing facility (NF). Placements to nursing facilities are at family request and/or due to medical or specialized services.

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

	Percentage	Total Adults Status 2	Adults Residing in NF	Goal	%	# Attained
Statewide Average	0.40%	203,915	874			
RCOC Public Hearing 4/23/25	0.60%	13,898	77			
RCOC 11/01/25	0.45%	14,346	65	72	0.45%	7
Analysis of Public Hearing	RCOC % DD pop	6.82%		RCOC % NF	8.81%	

	Total Adults Status 2	Goal	Adults Residing in NF	%	Number Attained	Met Goal
Jul-25	14,172	72	70	0.49%	2	
Aug-25	14,207	72	69	0.49%	3	
Sep-25	14,278	72	69	0.48%	3	
Oct-25	14,346	72	65	0.45%	7	
Nov-25		72				
Dec-25		72				
Jan-26		72				
Feb-26		72				
Mar-26		72				
Apr-26		72				
May-26		72				
Jun-26		72				

Progress: D. During public meetings, RCOC had 204, or 1.5%, of adults residing in a facility with 7+ beds. Placements to 7+ bed facilities are at family request and/or due to specialized services.

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

	Percentage	Total Adults Status 2	Total Adults Residing in 7+ Bed	Goal	%	# Attained
Statewide Average	1.40%	203,915	2,863			
RCOC Public Hearing 4/23/25	1.50%	13,898	205			
RCOC 11/01/25	1.25%	14,346	179	191	1.25%	12
Analysis of Public Meeting	RCOC % of DD pop	6.82%	RCOC % 7+ Bed	7.16%		



	Total Adults Status 2	Goal	Total Adults Residing in 7+ Beds	%	Number Attained	Met Goal
Jul-25	14,172	191	182	1.28%	9	
Aug-25	14,207	191	181	1.27%	10	
Sep-25	14,278	191	182	1.27%	9	
Oct-25	14,278	191	191	1.25%	12	
Nov-25		191				
Dec-25		191				
Jan-26		191				
Feb-26		191				
Mar-26		191				
Apr-26		191				
May-26		191				
Jun-26		191				



Performance Contract 2025-2026

V. Intake Duration

Planned Activities

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

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

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

Progress: A. During public meetings, RCOC had 330, 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
RCOC Public Hearing 4/23/25	100%	330	300		
RCOC 11/01/25	99.79%	468	467	100%	99.79%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 with <=120 Days	% Attained	Below Goal
Jul-25	537	100%	537	100%	
Aug-25	507	100%	504	99.41%	
Sep-25	480	100%	480	100%	
Oct-25	468	100%	467	99.79%	
Nov-25		100%			
Dec-25		100%			
Jan-26		100%			
Feb-26		100%			
Mar-26		100%			
Apr-26		100%			
May-26		100%			
Jun-26		100%			

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

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

	Percentage	Total Number Individuals Age 3 and Over	Total Number of Individuals Over Age 3 With 121-240 Days	Goal	% Attained
RCOC Public Hearing 4/23/25	0.00%	330	0		
RCOC 11/01/25	0.21%	468	1	0%	0.21%



	Total Number of Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 With 121-240 Days	%
Jul-25	537	0%	0	0%
Aug-25	507	0%	3	0.59%
Sep-25	480	0%	0	0%
Oct-25	468	0%	1	0.21%
Nov-25		0%		
Dec-25		0%		
Jan-26		0%		
Feb-26		0%		
Mar-26		0%		
Apr-26		0%		
May-26		0%		
Jun-26		0%		



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

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

	Percentage	Total Number Individuals Age 3 or Over	Total Number Individuals Over Age 3 Over 240 Days	Goal	% Attained
RCOC Public Hearing 4/23/25	0%	330	0	Goal	0.00%
RCOC 11/01/25	0.42%	468	0	0%	0.00%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 Over 240 Days	% Attained
Jul-25	537	0%	0	0%
Aug-25	507	0%	0	0%
Sep-25	480	0%	0	0%
Oct-25	468	0%	0	0%
Nov-25		0%		
Dec-25		0%		
Jan-26		0%		
Feb-26		0%		
Mar-26		0%		
Apr-26		0%		
May-26		0%		
Jun-26		0%		



Performance Contract 2025-2026

VI. National Core Indicators (NCI) Employment

Planned Activities

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

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

Progress: A. Results from the National Core Indicator surveys conducted in FY 2014-15, 47% of those interviewed indicated a desire for work in the community. For FY 2017-18, 43% of those interviewed also expressed a desire for employment in their community.

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

	Percentage	Goal
RCOC FY 2011-12	30%	
RCOC FY 2014-15	33%	50%
RCOC FY 2017-18	43%	65%



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

B. Total number of \$2,000, \$2,500, and \$3,000 incentive payments made within the fiscal year.

Fiscal Year	\$2,000	\$2,500	\$3,000
2017-18	155	97	78
2018-19	151	128	83
2019-20	131	115	90
2020-21	84	63	60
2022-2023	124	113	105

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

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

Fiscal Year	Hours Week	Wage
2017-18	23.5	\$11.31
2018-19	21	\$12.06
2019-20	22	\$13.06
2020-21	20	\$14.40
2022-2023	16.9	\$16.11

Performance Contract 2025-2026

VII. Employment Development Department (EDD) Employment

Planned Activities

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

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

Progress: A. Results from the Employment Development Department (EDD) conducted in 2022 indicate that 1,964 persons served ages 16-64 had earned income. In 2023, 2,269 persons served ages 16-64 had earned income.

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



	RCOC	Statewide Avg.
2018	2,588	1,477
2019	2,607	1,520
2020	2,503	1,417
2021	1,839	1,414
2022	1,964	1,423
2023	2,269	1,583

Progress: B. Results from the EDD in 2022 indicate that 14.8% of persons served ages 16-64 reported having earned income. In 2023, the percentage of persons served ages 16-64 reporting earned income was 15.5%.

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



	RCOC	Statewide Avg.
2019	20%	16.6%
2020	18.8%	15.2%
2021	13.6%	13.9%
2022	14.8%	15.4%
2023	15.5%	15.2%

Progress: C. Results from the EDD in 2022 indicate that average annual wages for persons served ages 16-64 was \$12,900. In 2023, the average annual wage for persons served ages 16-64 was \$13,920. This measure will also compare average annual wages of all people with disabilities

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

	RCOC	Statewide Avg.
2019	\$7,956	\$8,820
2020	\$6,936	\$8,952
2021	\$11,076	\$11,892
2022	\$12,900	\$13,200
2023	\$13,920	\$14,256



Progress: D. In FY 2016-17, RCOC began working with service providers to place individuals into Paid Internship Program (PIP) opportunities to help develop employment interests and lead into CIE opportunities. In 2022-23 RCOC had 8 individuals within a PIP that resulted in employment.

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

	Total
2018-19	7
2019-20	11
2020-21	0
2022-23	8

Progress: E. RCOC will obtain data related to the overall percentage of adults participating in a paid internship who transition into a competitive employment setting. This program began in FY 2016-17. In FY 2022-23, 9% of adults transitioned from an Internship to Competitive Employment.

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

	% Adults
2019-20	14%
2020-21	0%
2022-23	9%

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

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

	Hours Week	Wage
2019-20	13	\$13.43
2020-21	13	\$13.98
2022-23	11.7	\$15.91



Performance Contract 2025-2026

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

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

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



Progress: A. Review of fiscal year 2017-18 purchase of service data and client master file (CMF) for initial data source. Fiscal year 2024-2025 data reflects either an increase or decrease in services and expenditures related to disparity criteria.

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

Fiscal Year 2023-2024 Birth to 2 Years Ethnicity	Total Persons	Total Authorized Services	Per Capita Expenditures	Utilized
American Indian or Alaska Native	6	\$38,621	\$3,582	55.7%
Asian	931	\$11,417,518	\$7,681	62.6%
Black/African American	94	\$1,298,775	\$6,920	50.1%
Hispanic	2,254	\$23,935,532	\$6,255	58.9%
Native Hawaiian or Other Pacific Islander	7	\$72,402	\$6,973	67.4%
White	1,229	\$11,144,260	\$5,159	56.9%
Race/Multi-Cultural	1,130	\$12,180,816	\$6,487	60.2%
Totals	5,651	\$60,087,924	\$6,307	59.3%

Fiscal Year 2023-2024 3 Years to 21 Years Ethnicity	Total Persons	Total Authorized Services	Per Capita Expenditures	Utilized
American Indian or Alaska Native	16	\$521,799	\$4,618	14.2%
Asian	2,469	\$27,579,138	\$5,252	47.0%
Black/African American	261	\$4,375,491	\$7,853	46.8%
Hispanic	4,817	\$45,908,919	\$4,137	43.4%
Native Hawaiian or Other Pacific Islander	30	\$329,453	\$4,028	36.7%
White	2,370	\$36,737,651	\$8,549	55.1%
Race/Multi-Cultural	2,370	\$31,014,006	\$6,457	49.2%
Totals	12,324	\$146,466,457	\$5,732	48.2%



Fiscal Year 2023-2024 22 Years and Older Ethnicity	Total Persons	Total Authorized Services	Per Capita Expenditures	Utilized
American Indian or Alaska Native	22	\$1,752,140	\$54,697	70.9%
Asian	1721	\$95,857,290	\$37,522	67.4%
Black/African American	285	\$21,133,070	\$51,204	69.1%
Hispanic	3251	\$142,949,249	\$29,417	66.9%
Native Hawaiian or Other Pacific Islander	14	\$627,684	\$32,812	73.2%
White	4877	\$392,461,532	\$58,681	72.9%
Other Ethnicity or Race/Multi-Cultural	1051	\$61,370,970	\$40,106	68.7%
Totals	1122	\$7,161,515,936	\$44,991	70.5%

Progress: B. Review of fiscal year 2023-24 POS date and regional center caseload data. Initial data generation will be compared to subsequent FY information.

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

Fiscal Year 2023-2024 Birth to 2 Years Ethnicity	Total Persons	Case Management	Percent No Services
American Indian or Alaska Native	6	2	33.3%
Asian	931	44	4.7%
Black/African American	94	4	4.3%
Hispanic	2,254	127	5.6%
Native Hawaiian or Other Pacific Islander	7	1	14.3%
White	1,229	82	6.7%
Other Race/Ethnicity or Multi-Cultural	1,130	68	6%
Totals	5,651	328	5.8%

Fiscal Year 2023-2024 3 Years to 21 Years Ethnicity	Total Persons	Case Management	Percent No Services
American Indian or Alaska Native	16	3	18.8%
Asian	2,469	696	28.2%
Black/African American	261	89	34.1%
Hispanic	4,817	1,975	41%
Native Hawaiian or Other Pacific Islander	30	9	30%
White	2,370	690	29.1%
Other Race/Ethnicity or Multi-Cultural	2,361	730	30.9%
Totals	12,234	4,192	34%



Fiscal Year 2023-2024 22 Years and Older Ethnicity	Total Persons	Case Management	Percent No Services
American Indian or Alaska Native	22	4	18.2%
Asian	1,721	414	24.1%
Black/African American	285	57	20%
Hispanic	3,251	861	26.5%
Native Hawaiian or Other Pacific Islander	14	4	28.6%
White	4,877	793	16.3%
Other Race/Ethnicity or Multi-Cultural	1,051	262	24.9%
Totals	11,221	2395	21.3%



Progress: C. Review of fiscal year 2023-24 POS and CMF data. Initial data generation will be compared to subsequent FY information.

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

Fiscal Year 2023-2024 Primary Language All Ages	Total Persons	Total Authorized Services	Per Capita Expenditures	Utilized
Chinese	89	\$1,871,887	\$14,234	67.7%
English	22,915	\$789,858,234	\$23,259	67.5%
Spanish	4,861	\$91,768,371	\$10,930	55.8%
Vietnamese	1,078	\$20,887,583	\$11,974	61.8%
All Other Languages	433	\$18,320,241	\$29,607	70.0%
Totals	29,196	\$922,706,316	\$20,932	66.2%



Performance Contract Summary

RCOC as of 12/01/2025	All	RCOC #	Goal	Percentage	# Attained
Children in Foster Homes (FH)	14,017	200	220	1.43%	-20
Children Own Home Parent/Guardian	14,017	13,758	13,720	98.15%	38
Total # Children (FH,Parent/Guardian)	14,017	13,958	13,940	99.58%	18
Adult FHA	14,413	64	90	0.44%	-26
Independent Living (IL)	14,413	945	982	6.56%	-37
Adults Residing Own Home - Parent	14,413	10,408	10,510	72.21%	-102
Supported Living (SL)	14,413	490	505	106%	-15
Total # Adults (FHA, IL,Parent/Guardian, SL)	14,413	11,907	12,087	185.21%	-180
Children Residing in a CCF (7+ beds)	14,017	0	0	0.00%	0
Children Residing in a ICF (7+ beds)	14,017	0	0	0%	0
Children Residing in a Nursing Facility (7+ beds)	14,017	0	0	0%	0
Total Children Residing in 7+ bed facilities	14,017	0	0	99.67%	0
Adults Residing in a CCF (7+ beds)	14,413	100	106	0.69%	6
Adults Residing in a ICF (7+ beds)	14,413	15	13	0.10%	-2
Adults Residing in a Nursing Facility (7+ beds)	14,413	61	72	0.42%	11
Total Adults Residing in 7+ bed facilities	14,413	176	191	1.22%	15
Total Individuals Over Age 3 with <=120 days	430	430	100%	100%	100%
Total Individuals Over Age 3 with 121-240 days	430	0	0%	0%	0%
Total Individuals Over Age 3 Over 240 days	430	0	0%	0%	0%
Adults with Integrated Employment Goal	14,413	43%	65%		
Total Number of Incentive Payments Made	14,413	342			
Avg. Wage per Hour After Incentive Payment	14,413	\$16.11			
Number of Persons Served with Earned Income	14,413	2,269			
Percentage of 16-64 Earned Income	14,413	15.5%			
Annual Earnings of 16-64	14,413	\$13,920			
Number of Adults in CIE After Paid Intern	14,413	8			
Percentage Adults Transitioned Internship to CIE	14,413	9%			
Total Annual Expenditures Race/Ethnicity	28,439				

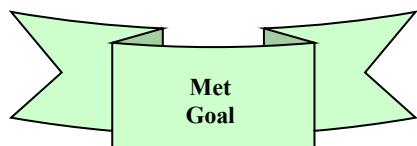
Performance Contract 2025-2026



= 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 2025-2026

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

Compliance Measure	Outcome
Unqualified audit with no material findings	No
Substantial compliance with DDS fiscal audit	Yes
Operates within OPS budget	Yes
Certified to participate in Waiver	Yes
Compliance with vendor audit requirements per contract, Article III, sec. 10	Met
CDER/ESR current	99.57%
Intake/Assessment and IFSP (0-2)	99.82%
IPP development biennial	Annual, 99.46
IFSP development	84.70%



Performance Contract 2025-2026

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

Planned Activities

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

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



Progress: A. During public meetings, RCOC had 242, or 1.8%, of children in foster homes.

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

	Percentage	All Children	Children in FH	Goal	%	# Attained
Statewide Average	2.20%	252,861	5,676			
RCOC Public Hearing 4/23/25	1.80%	13,137	242			
RCOC 12/01/25	1.43%	14,017	200	220	1.43%	-20
Analysis as of Public Hearing	RCOC % of DD pop.		5.20%	RCOC % of FH pop.		4.26%

	Total Children Status 1&2	Goal	Children in Foster Homes	%	Number Attained
Jul-25	13,730	220	193	1.41%	-27
Aug-25	13,744	220	200	1.46%	-20
Sep-25	13,860	220	198	1.43%	-22
Oct-25	13,912	220	202	1.45%	-18
Nov-25	14,017	220	200	1.43%	-20
Dec-25		220			
Jan-26		220			
Feb-26		220			
Mar-26		220			
Apr-26		220			
May-26		220			
Jun-26		220			

Below Goal

Progress: B. During public meetings, RCOC had 12,854 or 97.90%, of children in own-home-parent/guardian.

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

	%	All Children	Children in own home Parent/Guardian			
Statewide Average	97.47%	252,861	246,467			
RCOC Public Hearing 4/23/25	97.85%	13,137	12,854	Goal	%	# Attained
RCOC 12/01/25	98.15%	14,017	13,758	13,720	98.15%	38
Analysis as of Public Hearing	RCOC % of DD pop.		5.20%	RCOC % of Home		97.85%



	Total Children	Goal	Children in Own Home Parent/Gaurdian	%	Number Attained	Met Goal
Jul-25	13,730	13,720	13,482	98.19%	-238	
Aug-25	13,744	13,720	13,486	98.12%	-234	
Sep-25	13,860	13,720	13,599	98.12%	-121	
Oct-25	13,912	13,720	13,649	98.11%	-71	
Nov-25	14,017	13,720	13,758	98.15%	38	
Dec-25		13,720				
Jan-26		13,720				
Feb-26		13,720				
Mar-26		13,720				
Apr-26		13,720				
May-26		13,720				
Jun-26		13,720				

Progress: C. During public meetings, RCOC had 13,096, or 99.70%, of children in homes.

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

	%	All Children	Total Number Children in Homes	Goal	%	# Attained
Statewide Average	99.70%	252,861	252,143			
RCOC Public Hearing 4/23/25	99.70%	13,137	13,096			
RCOC 12/01/25	99.58%	14,017	13,958	13,940	99.58%	18
Analysis of Public Hearing	RCOC % of DD pop	5.20%		RCOC % Homes	93.82%	

	Total Children Status 1&2	Goal	Total Number Children in Homes	%	Number Attained	Below Goal
Jul-25	13,730	13,940	13,675	99.60%	-265	
Aug-25	13,744	13,940	13,686	99.58%	-254	
Sep-25	13,860	13,940	13,797	99.55%	-143	
Oct-25	13,912	13,940	13,851	99.56%	-89	
Nov-25	14,017	13,940	13,958	99.58%	18	
Dec-25		13,940				
Jan-26		13,940				
Feb-26		13,940				
Mar-26		13,940				
Apr-26		13,940				
May-26		13,940				
Jun-26		13,940				



Performance Contract 2025-2026

II. Adults Residing in Home Settings

Planned Activities

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

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

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

Progress: A. During public meetings, RCOC had 91, or 0.7%, of adults residing in Adult FHA.

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

	Percentage	Total Adults Status 2	Adults in FHA	Goal	%	# Attained
Statewide Average	0.70%	203,915	1,484			
RCOC Public Hearing 4/23/25	0.70%	13,898	91			
RCOC 12/01/25	0.44%	14,413	64	90	0.44%	-26
Analysis as of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of FHA pop		6.13%

	Total Adults Status 2	Goal	Adults in FHA	%	Number Attained
Jul-25	14,172	90	70	0.49%	-20
Aug-25	14,207	90	66	0.46%	-24
Sep-25	14,278	90	64	0.45%	-26
Oct-25	14,346	90	64	0.45%	-26
Nov-25	14,413	90	64	0.44%	-26
Dec-25		90			
Jan-26		90			
Feb-26		90			
Mar-26		90			
Apr-26		90			
May-26		90			
Jun-26		90			

Below Goal



Progress: B. During public meetings, RCOC had 976, or 7.0%, of adults residing in independent living.

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

	Percentage	Total Adults Status 2	Adults in Independent Living	Goal	%	# Attained
Statewide Average	8.90%	203,915	18,216			
RCOC Public Hearing 4/23/25	7.00%	13,898	976			
RCOC 12/01/25	6.56%	14,413	945	982	6.56%	-37
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of IL pop		5.36%

	Total Adults Status 2	Goal	Adults in Independent Living	%	Number Attained	Below Goal
Jul-25	14,172	982	948	6.69%	-34	
Aug-25	14,207	982	950	6.69%	-32	
Sep-25	14,278	982	947	6.63%	-35	
Oct-25	14,346	982	944	6.58%	-38	
Nov-25	14,413	982	945	6.56%	-37	
Dec-25		982				
Jan-26		982				
Feb-26		982				
Mar-26		982				
Apr-26		982				
May-26		982				
Jun-26		982				



Progress: C. During public meetings, RCOC had 9,890, or 71.2%, of adults residing in own home-parent.

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

	Percentage	Total Adults Status 2	Adults Residing Own Home - Parent	Goal	%	# Attained
Statewide Average	69.90%	203,915	142,439			
RCOC Public Hearing 4/23/25	71.20%	13,898	9,890			
RCOC 12/01/25	72.21%	14,413	10,408	10,510	72.21%	-102
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of own home		6.94%



	Total Adults Status 2	Goal	Adults Residing Own Home - Parent	%	Number Attained
Jul-25	14,172	10,510	10,173	71.78%	-337
Aug-25	14,207	10,510	10,207	71.84%	-303
Sep-25	14,278	10,510	10,271	71.94%	-239
Oct-25	14,346	10,510	10,338	72.06%	-172
Nov-25	14,413	10,510	10,408	72.21%	-102
Dec-25		10,510			
Jan-26		10,510			
Feb-26		10,510			
Mar-26		10,510			
Apr-26		10,510			
May-26		10,510			
Jun-26		10,510			

Below Goal

Progress: D. During public meetings, RCOC had 489, or 3.5%, of adults residing in supported living.

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

	Percentage	Total Adults Status 2	Adults Residing in Supported Living			
Statewide Average	4.70%	203,915	9,477			
RCOC Public Hearing 4/23/25	3.50%	13,898	489	Goal	%	# Attained
RCOC 12/01/25	3.40%	14,413	490	505	3.40%	-15
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of SL pop	5.16%	

	Total Adults Status 2	Goal	Adults Residing Supported Living	%	Number Attained	Below Goal
Jul-25	14,172	505	492	3.47%	-13	
Aug-25	14,207	505	492	3.46%	-13	
Sep-25	14,278	505	495	3.47%	-10	
Oct-25	14,346	505	497	3.46%	-8	
Nov-25	14,413	505	490	3.40%	-15	
Dec-25		505				
Jan-26		505				
Feb-26		505				
Mar-26		505				
Apr-26		505				
May-26		505				
Jun-26		505				

Progress: E. During public meetings, RCOC had 11,446, or 82.4%, of adults residing in home settings.

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

	Percentage	Total Adults Status 2	Total Number Adults in Home Settings	Goal	%	# Attained
Statewide Average	84.20%	203,915	171,616			
RCOC Public Hearing 4/23/25	82.40%	13,898	11,446			
RCOC 12/01/25	82.61%	14,413	11,907	12,087	82.61%	-180
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of Home	6.67%	

	Total Adults Status 2	Goal	Total Number Adults in Home Settings	%	Number Attained	Below Goal
Jul-25	14,172	12,087	11,683	82.44%	-404	
Aug-25	14,207	12,087	11,715	82.46%	-372	
Sep-25	14,278	12,087	11,777	82.48%	-310	
Oct-25	14,346	12,087	11,843	82.55%	-244	
Nov-25	14,413	12,087	11,907	82.61%	-180	
Dec-25		12,087				
Jan-26		12,087				
Feb-26		12,087				
Mar-26		12,087				
Apr-26		12,087				
May-26		12,087				
Jun-26		12,087				

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

Planned Activities

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

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

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

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

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

	Percentage	Total Children Status 1&2	Children Residing in CCF 7+ Beds			
Statewide Average	0.01%	252,861	14			
RCOC Public Hearing 4/23/25	0.00%	13,137	0	Goal	%	# Attained
RCOC 14/01/25	0.00%	14,017	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.20%	RCOC % of CCF 7+		0.00%



	Total Children Status 1&2	Goal	Children Residing CCF 7+ Beds	%	Number Attained	Met Goal
Jul-25	13,730	0	0	0.00%	0	
Aug-25	13,744	0	0	0.00%	0	
Sep-25	13,860	0	0	0.00%	0	
Oct-25	13,912	0	0	0.00%	0	
Nov-25	14,017	0	0	0.00%	0	
Dec-25		0				
Jan-26		0				
Feb-26		0				
Mar-26		0				
Apr-26		0				
May-26		0				
Jun-26		0				

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

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

	Percentage	Total Children Status 1&2	Children Residing in an ICF 7+ beds	Goal	%	# Attained
Statewide Average	0.02%	252,861	32			
RCOC Public Hearing 4/23/25	0.00%	13,137	0	Goal	%	# Attained
RCOC 14/01/25	0.00%	14,017	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.20%	RCOC % of ICF 7+	0.00%	



	Total Children Status 1&2	Goal	Children Residing ICF 7+ Beds	%	Number Attained	Met Goal
Jul-25	13,730	0	0	0.00%	0	
Aug-25	13,744	0	0	0.00%	0	
Sep-25	13,860	0	0	0.00%	0	
Oct-25	13,192	0	0	0.00%	0	
Nov-25	14,017	0	0	0.00%	0	
Dec-25		0				
Jan-26		0				
Feb-26		0				
Mar-26		0				
Apr-26		0				
May-26		0				
Jun-26		0				

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

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

	Percentage	Total Children Status 1&2	Children Residing in a Nursing Facility			
Statewide Average	*	252,861	*			
RCOC Public Hearing 4/23/25	0.00%	13,137	0	Goal	%	# Attained
RCOC 14/01/25	0.00%	14,017	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.20%	RCOC % of NF		0.00%

*in accordance with CA Health and Human Services de-identification guidelines, counts of 1-10 have been suppressed



	Total Children Status 1&2	Goal	Children Residing in a Nursing Facility (NF)	%	Number Attained	Met Goal
Jul-25	13,730	0	0	0.00%	0	
Aug-25	13,744	0	0	0.00%	0	
Sep-25	13,860	0	0	0.00%	0	
Oct-25	13,912	0	0	0.00%	0	
Nov-25	4,107	0	0	0.00%	0	
Dec-25		0				
Jan-26		0				
Feb-26		0				
Mar-26		0				
Apr-26		0				
May-26		0				
Jun-26		0				

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

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

	Percentage	Total Children Status 1&2	Total Children Residing in a 7+ Bed Facility			
Statewide Average	0.03%	252,861	49			
RCOC Public Hearing 4/23/25	0.00%	13,137	0	Goal	%	# Attained
RCOC 14/01/25	0.01%	14,017	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.20%	RCOC % 7+ Bed		0.00%



	Total Children Status 1&2	Goal	Total Children Residing in 7+ Bed	%	Number Attained	Met Goal
Jul-25	13,730	0	0	0.00%	0	
Aug-25	13,744	0	0	0.00%	0	
Sep-25	13,860	0	0	0.00%	0	
Oct-25	13,912	0	0	0.00%	0	
Nov-25	14,017	0	0	0.00%	0	
Dec-25		0				
Jan-26		0				
Feb-26		0				
Mar-26		0				
Apr-26		0				
May-26		0				
Jun-26		0				

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

Planned Activities

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

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

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

Progress: A. During public meetings, RCOC had 112, or 0.80%, of adults residing in a CCF 7+ bed. Placements to 7+ CCF are at family request and/or due to specialized services. RCOC has several long term vendors with 7+ bed homes, and will continue to work together to implement Trailer Bill Language regarding the use of these homes.

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

	Percentage	Total Adults Status 2	Adults in CCF 7+ Beds	Goal	%	# Attained
Statewide Average	0.67%	203,915	1,284			
RCOC Public Hearing 4/23/25	0.80%	13,898	112			
RCOC 12/01/25	0.69%	14,413	100	106	0.69%	6
Analysis of Public Hearing	RCOC % of DD pop	6.82%	RCOC % Adult 7+ CCF	8.72%		

	Total Adults Status 2	Goal	Adults Residing in CCF 7+ Beds	%	Number Attained
Jul-25	14,172	106	98	0.69%	8
Aug-25	14,207	106	98	0.69%	8
Sep-25	14,278	106	99	0.69%	7
Oct-25	14,346	106	99	0.69%	7
Nov-25	14,413	106	100	0.69%	6
Dec-25		106			
Jan-26		106			
Feb-26		106			
Mar-26		106			
Apr-26		106			
May-26		106			
Jun-26		106			



 Met or Exceeded Goal

Progress: B. During public meetings, RCOC had 15, or 0.10%, of adults residing in an Intermediate Care Facility (ICF) 7+ beds. Placements to 7+ bed facilities are at family request and/or due to specialized services.

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

	Percentage	Total Adults Status 2	Adults Residing ICF 7+ Beds	Goal	%	# Attained
Statewide Average	0.41%	203,915	705			
RCOC Public Hearing 4/23/25	0.10%	13,898	15			
RCOC 12/01/25	0.10%	14,413	15	13	0.10%	-2
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % ICF 7+		2.13%



	Total Adults Status 2	Goal	Adults Residing ICF 7+ Beds	%	Number Attained
Jul-25	14,172	13	14	0.10%	-1
Aug-25	14,172	13	14	0.10%	-1
Sep-25	14,278	13	14	0.10%	-1
Oct-25	14,346	13	15	0.10%	-2
Nov-25	14,413	13	15	0.10%	-2
Dec-25		13			
Jan-26		13			
Feb-26		13			
Mar-26		13			
Apr-26		13			
May-26		13			
Jun-26		13			

Below Goal

Progress: C. During public meetings, RCOC had 77, or 0.60%, of adults residing in a nursing facility (NF). Placements to nursing facilities are at family request and/or due to medical or specialized services.

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

	Percentage	Total Adults Status 2	Adults Residing in NF	Goal	%	# Attained
Statewide Average	0.40%	203,915	874			
RCOC Public Hearing 4/23/25	0.60%	13,898	77			
RCOC 12/01/25	0.42%	14,413	61	72	0.42%	11
Analysis of Public Hearing	RCOC % DD pop	6.82%	RCOC % NF	8.81%		

	Total Adults Status 2	Goal	Adults Residing in NF	%	Number Attained	Met or Exceeded Goal
Jul-25	14,172	72	70	0.49%	2	
Aug-25	14,207	72	69	0.49%	3	
Sep-25	14,278	72	69	0.48%	3	
Oct-25	14,346	72	65	0.45%	7	
Nov-25	14,413	72	61	0.42%	11	
Dec-25		72				
Jan-26		72				
Feb-26		72				
Mar-26		72				
Apr-26		72				
May-26		72				
Jun-26		72				

Progress: D. During public meetings, RCOC had 204, or 1.5%, of adults residing in a facility with 7+ beds. Placements to 7+ bed facilities are at family request and/or due to specialized services.

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

	Percentage	Total Adults Status 2	Total Adults Residing in 7+ Bed	Goal	%	# Attained
Statewide Average	1.40%	203,915	2,863			
RCOC Public Hearing 4/23/25	1.50%	13,898	205			
RCOC 12/01/25	1.22%	14,413	176	191	1.22%	15
Analysis of Public Meeting	RCOC % of DD pop	6.82%	RCOC % 7+ Bed	7.16%		



	Total Adults Status 2	Goal	Total Adults Residing in 7+ Beds	%	Number Attained	Met or Exceeded Goal
Jul-25	14,172	191	182	1.28%	9	
Aug-25	14,207	191	181	1.27%	10	
Sep-25	14,278	191	182	1.27%	9	
Oct-25	14,278	191	191	1.25%	12	
Nov-25	14,413	191	176	1.22%	15	
Dec-25		191				
Jan-26		191				
Feb-26		191				
Mar-26		191				
Apr-26		191				
May-26		191				
Jun-26		191				



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V. Intake Duration

Planned Activities

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

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

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

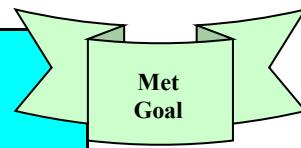
Progress: A. During public meetings, RCOC had 330, or 100%, of regional center individuals over age 3 with <=120 days.

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
RCOC Public Hearing 4/23/25	100%	330	300		
RCOC 11/01/25	100.00%	430	430	100%	100.00%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 with <=120 Days	% Attained
Jul-25	537	100%	537	100%
Aug-25	507	100%	504	99.41%
Sep-25	480	100%	480	100%
Oct-25	468	100%	467	99.79%
Nov-25	430	100%	430	100%
Dec-25		100%		
Jan-26		100%		
Feb-26		100%		
Mar-26		100%		
Apr-26		100%		
May-26		100%		
Jun-26		100%		



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

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

	Percentage	Total Number Individual s Age 3 and Over	Total Number of Individuals Over Age 3 With 121-240 Days	Goal	% Attained
RCOC Public Hearing 4/23/25	0.00%	330	0	Goal	0.00%
RCOC 11/01/25	0.00%	430	0	0%	0.00%



	Total Number of Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 With 121-240 Days	%
Jul-25	537	0%	0	0%
Aug-25	507	0%	3	0.59%
Sep-25	480	0%	0	0%
Oct-25	468	0%	1	0.21%
Nov-25	430	0%	0	0%
Dec-25		0%		
Jan-26		0%		
Feb-26		0%		
Mar-26		0%		
Apr-26		0%		
May-26		0%		
Jun-26		0%		



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

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

	Percentage	Total Number Individuals Age 3 or Over	Total Number Individuals Over Age 3 Over 240 Days	Goal	% Attained
RCOC Public Hearing 4/23/25	0%	330	0	Goal	% Attained
RCOC 11/01/25	0.42%	430	0	0%	0.00%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 Over 240 Days	% Attained
Jul-25	537	0%	0	0%
Aug-25	507	0%	0	0%
Sep-25	480	0%	0	0%
Oct-25	468	0%	0	0%
Nov-25		0%		
Dec-25		0%		
Jan-26		0%		
Feb-26		0%		
Mar-26		0%		
Apr-26		0%		
May-26		0%		
Jun-26		0%		



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VI. National Core Indicators (NCI) Employment

Planned Activities

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

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

Progress: A. Results from the National Core Indicator surveys conducted in FY 2014-15, 47% of those interviewed indicated a desire for work in the community. For FY 2017-18, 43% of those interviewed also expressed a desire for employment in their community.

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

	Percentage	Goal
RCOC FY 2011-12	30%	
RCOC FY 2014-15	33%	50%
RCOC FY 2017-18	43%	65%



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

B. Total number of \$2,000, \$2,500, and \$3,000 incentive payments made within the fiscal year.

Fiscal Year	\$2,000	\$2,500	\$3,000
2017-18	155	97	78
2018-19	151	128	83
2019-20	131	115	90
2020-21	84	63	60
2022-2023	124	113	105

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

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

Fiscal Year	Hours Week	Wage
2017-18	23.5	\$11.31
2018-19	21	\$12.06
2019-20	22	\$13.06
2020-21	20	\$14.40
2022-2023	16.9	\$16.11

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VII. Employment Development Department (EDD) Employment

Planned Activities

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

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

Progress: A. Results from the Employment Development Department (EDD) conducted in 2022 indicate that 1,964 persons served ages 16-64 had earned income. In 2023, 2,269 persons served ages 16-64 had earned income.

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



	RCOC	Statewide Avg.
2018	2,588	1,477
2019	2,607	1,520
2020	2,503	1,417
2021	1,839	1,414
2022	1,964	1,423
2023	2,269	1,583

Progress: B. Results from the EDD in 2022 indicate that 14.8% of persons served ages 16-64 reported having earned income. In 2023, the percentage of persons served ages 16-64 reporting earned income was 15.5%.

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



	RCOC	Statewide Avg.
2019	20%	16.6%
2020	18.8%	15.2%
2021	13.6%	13.9%
2022	14.8%	15.4%
2023	15.5%	15.2%

Progress: C. Results from the EDD in 2022 indicate that average annual wages for persons served ages 16-64 was \$12,900. In 2023, the average annual wage for persons served ages 16-64 was \$13,920. This measure will also compare average annual wages of all people with disabilities

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

	RCOC	Statewide Avg.
2019	\$7,956	\$8,820
2020	\$6,936	\$8,952
2021	\$11,076	\$11,892
2022	\$12,900	\$13,200
2023	\$13,920	\$14,256



Progress: D. In FY 2016-17, RCOC began working with service providers to place individuals into Paid Internship Program (PIP) opportunities to help develop employment interests and lead into CIE opportunities. In 2022-23 RCOC had 8 individuals within a PIP that resulted in employment.

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

	Total
2018-19	7
2019-20	11
2020-21	0
2022-23	8

Progress: E. RCOC will obtain data related to the overall percentage of adults participating in a paid internship who transition into a competitive employment setting. This program began in FY 2016-17. In FY 2022-23, 9% of adults transitioned from an Internship to Competitive Employment.

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

	% Adults
2019-20	14%
2020-21	0%
2022-23	9%

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

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

	Hours Week	Wage
2019-20	13	\$13.43
2020-21	13	\$13.98
2022-23	11.7	\$15.91



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

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

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



Progress: A. Review of fiscal year 2017-18 purchase of service data and client master file (CMF) for initial data source. Fiscal year 2024-2025 data reflects either an increase or decrease in services and expenditures related to disparity criteria.

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

Fiscal Year 2023-2024 Birth to 2 Years Ethnicity	Total Persons	Total Authorized Services	Per Capita Expenditures	Utilized
American Indian or Alaska Native	6	\$38,621	\$3,582	55.7%
Asian	931	\$11,417,518	\$7,681	62.6%
Black/African American	94	\$1,298,775	\$6,920	50.1%
Hispanic	2,254	\$23,935,532	\$6,255	58.9%
Native Hawaiian or Other Pacific Islander	7	\$72,402	\$6,973	67.4%
White	1,229	\$11,144,260	\$5,159	56.9%
Other Ethnicity or Race/Multi-Cultural	1,130	\$12,180,816	\$6,487	60.2%
Totals	5,651	\$60,087,924	\$6,307	59.3%

Fiscal Year 2023-2024 3 Years to 21 Years Ethnicity	Total Persons	Total Authorized Services	Per Capita Expenditures	Utilized
American Indian or Alaska Native	16	\$521,799	\$4,618	14.2%
Asian	2,469	\$27,579,138	\$5,252	47.0%
Black/African American	261	\$4,375,491	\$7,853	46.8%
Hispanic	4,817	\$45,908,919	\$4,137	43.4%
Native Hawaiian or Other Pacific Islander	30	\$329,453	\$4,028	36.7%
White	2,370	\$36,737,651	\$8,549	55.1%
Other Ethnicity or Race/Multi-Cultural	2,370	\$31,014,006	\$6,457	49.2%
Totals	12,324	\$146,466,457	\$5,732	48.2%



Fiscal Year 2023-2024 22 Years and Older Ethnicity	Total Persons	Total Authorized Services	Per Capita Expenditures	Utilized
American Indian or Alaska Native	22	\$1,752,140	\$54,697	70.9%
Asian	1721	\$95,857,290	\$37,522	67.4%
Black/African American	285	\$21,133,070	\$51,204	69.1%
Hispanic	3251	\$142,949,249	\$29,417	66.9%
Native Hawaiian or Other Pacific Islander	14	\$627,684	\$32,812	73.2%
White	4877	\$392,461,532	\$58,681	72.9%
Other Ethnicity or Race/Multi-Cultural	1051	\$61,370,970	\$40,106	68.7%
Totals	1122	\$7,161,515,936	\$44,991	70.5%



Progress: B. Review of fiscal year 2023-24 POS date and regional center caseload data. Initial data generation will be compared to subsequent FY information.

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

Fiscal Year 2023-2024 Birth to 2 Years Ethnicity	Total Persons	Case Management	Percent No Services
American Indian or Alaska Native	6	2	33.3%
Asian	931	44	4.7%
Black/African American	94	4	4.3%
Hispanic	2,254	127	5.6%
Native Hawaiian or Other Pacific Islander	7	1	14.3%
White	1,229	82	6.7%
Other Race/Ethnicity or Multi-Cultural	1,130	68	6%
Totals	5,651	328	5.8%

Fiscal Year 2023-2024 3 Years to 21 Years Ethnicity	Total Persons	Case Management	Percent No Services
American Indian or Alaska Native	16	3	18.8%
Asian	2,469	696	28.2%
Black/African American	261	89	34.1%
Hispanic	4,817	1,975	41%
Native Hawaiian or Other Pacific Islander	30	9	30%
White	2,370	690	29.1%
Other Race/Ethnicity or Multi-Cultural	2,361	730	30.9%
Totals	12,234	4,192	34%



Fiscal Year 2023-2024 22 Years and Older Ethnicity	Total Persons	Case Management	Percent No Services
American Indian or Alaska Native	22	4	18.2%
Asian	1,721	414	24.1%
Black/African American	285	57	20%
Hispanic	3,251	861	26.5%
Native Hawaiian or Other Pacific Islander	14	4	28.6%
White	4,877	793	16.3%
Other Race/Ethnicity or Multi-Cultural	1,051	262	24.9%
Totals	11,221	2395	21.3%



Progress: C. Review of fiscal year 2023-24 POS and CMF data. Initial data generation will be compared to subsequent FY information.

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

Fiscal Year 2023-2024 Primary Language All Ages	Total Persons	Total Authorized Services	Per Capita Expenditures	Utilized
Chinese	89	\$1,871,887	\$14,234	67.7%
English	22,915	\$789,858,234	\$23,259	67.5%
Spanish	4,861	\$91,768,371	\$10,930	55.8%
Vietnamese	1,078	\$20,887,583	\$11,974	61.8%
All Other Languages	433	\$18,320,241	\$29,607	70.0%
Totals	29,196	\$922,706,316	\$20,932	66.2%

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: January 8, 2026
TO: Board of Directors
FROM: Sandy Martin
Chair, Executive Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: Approval of Renewal of Board Membership for Lorena Medina for a Three-Year Term Commencing February 1, 2026 and Ending January 31, 2029

BACKGROUND:

The Board's policy on Board Membership and Application Process states that the composition of the Board shall comply with the provisions of the Lanterman Developmental Disabilities Services Act (Welfare and Institutions Code, §4622). In addition to the provisions of the Lanterman Act, the Board may also consider for membership persons whose skills include, but are not limited to, education, community service and public health.

REASON FOR CURRENT ITEM:

Ms. Lorena Medina will complete her first term on January 31, 2026. The Executive Committee recommends that the Board renew Ms. Medina's membership for a three-year term, commencing February 1, 2026 and Ending January 31, 2029.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

That the Board approve Ms. Lorena Medina's membership for a three-year term, commencing February 1, 2026 and ending January 31, 2029.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: January 8, 2026
TO: Board of Directors
FROM: Sandy Martin
Chair, Executive Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: Approval of Renewal of Board Membership for Liza Krassner for a Three-Year Term Commencing March 1, 2026 and Ending February 28, 2029

BACKGROUND:

The Board's policy on Board Membership and Application Process states that the composition of the Board shall comply with the provisions of the Lanterman Developmental Disabilities Services Act (Welfare and Institutions Code, §4622). In addition to the provisions of the Lanterman Act, the Board may also consider for membership persons whose skills include, but are not limited to, education, community service and public health.

REASON FOR CURRENT ITEM:

Ms. Liza Krassner will complete her first term on February 28, 2026. The Executive Committee recommends that the Board renew Ms. Krassner's membership for a three-year term, commencing March 1, 2026 and Ending February 28, 2029.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

That the Board approve Ms. Liza Krassner's membership for a three-year term, commencing March 1, 2026 and ending February 28, 2029.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: January 8, 2026
TO: Board of Directors
FROM: Sandy Martin
Chair, Executive Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: Approval of Renewal of Board Membership for Amy Jessee for a Three-Year Term Commencing March 1, 2026 and Ending February 28, 2029

BACKGROUND:

The Board's policy on Board Membership and Application Process states that the composition of the Board shall comply with the provisions of the Lanterman Developmental Disabilities Services Act (Welfare and Institutions Code, §4622). In addition to the provisions of the Lanterman Act, the Board may also consider for membership persons whose skills include, but are not limited to, education, community service and public health.

REASON FOR CURRENT ITEM:

Ms. Amy Jessee will complete her first term on February 28, 2026. The Executive Committee recommends that the Board renew Ms. Jessee's membership for a three-year term, commencing March 1, 2026 and Ending February 28, 2029.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

That the Board approve Ms. Amy Jessee's membership for a three-year term, commencing March 1, 2026 and ending February 28, 2029.

Regional Center of Orange County
Board Recruitment and Training Committee
November 10, 2025
Videoconference Minutes

Committee Members Present: Sandy Martin, Chair
Bruce Hall
Chinh Nguyen
Hilda Mendez
Fernando Peña
Chip Wright

Committee Member Absent: Frances Hernandez
Jacqueline Nguyen

RCOC Staff Present: Larry Landauer, Executive Director
Jerrod Bonner, Chief Information Officer
Arturo Cazares, Associate Executive Director
Bonnie Ivers, Director of Clinical Services
Jennifer Montanez, Director of Case Management
Marta Vasquez, Chief Financial Officer
Stacy Wong, Director of Human Resources

Ms. Sandy Martin called the videoconference meeting to order at 5:02 p.m.

I. Board Recruitment

A. Review Board Members' Terms of Office and Upcoming Turnover

Ms. Martin reviewed the current Terms of Office and the Committee discussed upcoming term end dates.

B. Discuss Recruitment Needs

The Committee discussed recruitment efforts and reviewed one new Board member application. The Committee then discussed one previously received Board member application. Based on the current composition and needs of the Board, the Committee agreed to schedule interviews with both applicants in December 2025.

II. Board Development and Training

Board Recruitment and Training Committee Minutes
November 10, 2025

A. Discuss Board Training Schedule and Topics

The Committee discussed and finalized the Board member training plan for calendar year 2026, due to the Department of Developmental Services (DDS) on December 15, 2025.

III. Community Forum

No community members were present at the meeting.

Ms. Martin adjourned the meeting at 5:19 p.m.

Recorder: Sandra Lomelí

**Regional Center of Orange County
Vendor Advisory Committee
November 18, 2025
Videoconference Minutes**

Members:

Adult Behavior Management Programs

Chair, Ryan Perez, present
Co-Chair, Katie Bruellet, present

Adult Day Programs

Chair, Rick Perez, present
Co-Chair, *Member Pending*

Adult Family Home/Foster Family Agency

Chair, Janeth McDonough, present
Co-Chair, Alexandra Rasey-Smith, present

Behavior Services

Chair, Cindy Hebert, present
Co-Chair, Junie Lazo-Pearson, present

Community Care Facilities

Chair, Jorge Lozano, present
Co-Chair, Omar Tawfik, present

Early Intervention

Chair, Junie Lazo-Pearson, present
Co-Chair, Pam Alexander, present

Habilitation

Chair, Marina Margaryan, present
Co-Chair, Jodean Hudson, present

Independent/Supported Living

Chair, Christine Molina, present
Co-Chair, Ana Sandoval, absent

Intermediate Care Facilities

Chair, Rich Mraule, absent
Co-Chair, *Member Pending*

Support Services/Allied Health

Chair, Kelly Araujo, present
Co-Chair, Michael Toliver, present

Liaisons:

CalOptima

Hannah Kim, absent

Orange County Transit Authority

Garrett Rodriguez, present

RCOC Staff Present:

Larry Landauer, Executive Director

Liliana Castillo, Accounting Manager – Vendorization

Arturo Cazares, Associate Executive Director

Valeria De Los Angeles, Accounting Supervisor – Payables

Vendor Advisory Committee Minutes
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Wayed Kabir, Peer Advocate
Bonnie Ivers, Clinical Director
Jennifer Montanez, Director of Case Management
Jack Stanton, Associate Director of Housing
Marta Vasquez, Chief Financial Officer
Laurel Warren, Quality Assurance Coordinator
Sean Watson, Associate Director of Risk Management

Call to Order

Mr. Rick Perez welcomed all attendees and called the videoconference meeting to order at 2:00 p.m.

I. RCOC Update

Mr. Larry Landauer reported on the following items:

- *Statewide News.* Mr. Landauer reported that the government shutdown, which began on October 1, 2025, ended on November 12, 2025, after Congress failed to pass appropriations legislation for the 2026 fiscal year. The programs Supplemental Nutrition Assistance Program (SNAP, known as CalFresh in California), Medicaid and Supplemental Security Income (SSI) will continue to be funded through next year.

Mr. Landauer briefly reviewed legislation signed by the Governor affecting developmental services, which is also posted on RCOC's website. The legislation included:

- AB 1076 (Addis) Qualified ABLE Program: CalABLE Accounts: Funding
- AB 1172 (Nguyen) Adult Day Programs: Administration of Intranasal Emergency Antiseizure Medications
- SB 422 (Grayson) California Workforce Development Board: Developmental Services
- AB341 (Arambula) Oral Health for People with Disabilities Technical Assistance Center Program
- *Fairview Developmental Center (FDC).* Mr. Landauer reported that the state broke ground in October 2025 for a new emergency operation facility, the Southern Regional Emergency Operations Center, to be located on a portion of the Fairview Developmental Center property. The new facility is expected to be completed within the next two years.

A. Public Records Act (PRA)

Ms. Christy Petteruto reported that, effective January 1, 2026, regional centers will be subject to the Public Records Act (PRA). As a result, the public will have the right to access certain records, including vendor information. RCOC will issue a notice to all

Vendor Advisory Committee Minutes
November 18, 2025

vendors that will include a link to the PRA website for information and additional details. Vendors are encouraged to reach out their legal counsel regarding questions and the potential impact of this new requirement.

B. DDS' Provider Directory Update

Ms. Liliana Castillo reported on the following items:

- *“Do Not Refer”*. Ms. Castillo reported that the “Do Not Refer” notice for the Independent Audit or Review for fiscal year, including March 2024, was sent out on November 3, 2025.
- *Independent Audit or Review*. Ms. Castillo reminded vendors that effective July 2026, submission of an Independent Audit or Review will be required in order to receive the 10% Quality Incentive Program (QIP) portion that is effective July 2026. Financial statements must be submitted within nine months following the vendor’s fiscal year end. For example, if the vendor’s fiscal year ends in December 2025, the report will be due September 2026. Vendors may request a two-year exemption if the prior audit resulted in an unmodified opinion. While RCOC will send courtesy reminder notices, vendors are responsible for submitting the reports within the nine-month timeframe. Questions may be sent to accounting@rcocdd.com.
- *Document Expiration*. Ms. Castillo reported that RCOC will continue to send courtesy reminders, however, it is the responsibility of the vendor for monitoring expiration dates for credentials, business licenses and liability insurances. Ms. Castillo encouraged vendors to submit updates as soon as possible and not to wait for reminders. These documents may be sent to COI@rcocdd.com. Additionally, RCOC’s system allows for one designated recipient to receive these notices; any changes should be submitted to Vendorization@rcocdd.com.
- *Rate Reform Sub Codes*. Ms. Castillo also reported that residential facilities will see the updated rate reform sub codes beginning with the November 2025 invoices.

C. Rate Reform Update

Mr. Arturo Cazares reported that most vendors should have received an email from the Department of Developmental Services (DDS) on November 3, 2025 regarding surveys related to the QIP measures for fiscal year 2025-26. Emails were sent to the address on file in the DDS Provider Director for each vendor number. Surveys are due by January 31, 2026. Larger organizations vendored by regional centers that have not yet received an email should expect to receive one from DDS soon.

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Mr. Cazares stated that the DDS Provider Directory will be available for the new standardized Vendorization process beginning in December 2025, with a complete transition for all regional centers by March 1, 2026.

Mr. Cazares also reported that the deadline to comply with new requirements, as outlined in the individual DDS directives for each service type, is December 31, 2025. The requirements apply to vendors of all service types included in the Rate Reform.

II. Board Report

Mr. Perez reported that the Board of Directors held a training on November 6, 2025.

III. Peer Advisory Committee (PAC) Report

Mr. Wayed Kabir reported that the Committee met on October 15, 2025, where he provided a presentation on *Understanding the Basics of Artificial Intelligence (AI)*.

Mr. Kabir then extended an open invitation beginning in January of 2026 for all VAC subcommittee members to attend a monthly PAC meeting and present information about services each agency offers for individuals served by RCOC.

The next Committee meeting is scheduled for January 21, 2026.

IV. Liaison Reports

A. CalOptima – Hannah Kim (absent)

No representative from CalOptima was present and no report was provided.

B. Orange County Transportation Authority (OCTA) – Garrett Rodriguez (present)

Mr. Garrett Rodriguez reported that ridership has been consistent and schedule changes for drivers continue to improve performance. Mr. Rodriguez also reported that as of December 1, 2025, OC ACCESS will update its premium Same-Day Service mileage policy. The base mileage included in the \$3.60 fare will increase from 5 miles to 7 miles.

Mr. Rodriguez stated that OC ACCESS offers a premium Same-Day Service to OC ACCESS-eligible riders to and/or from any address in Orange County. It's important to note that this service is not a shared-ride service and is not limited to providing transportation within 3/4-miles of fixed-route or rail services like OC ACCESS. Under OCTA's updated policy, riders will pay the OC ACCESS base fare of \$3.60 for a seven-mile ride. Any additional costs beyond the seven (7) miles will be paid by the OC ACCESS rider at the taxi meter rate for each additional mile.

V. Member Reports

A. Adult Behavior Management – Ryan Perez (present)

B. Adult Day Programs – Rick Perez (present)

Mr. Ryan Perez reported that the two subcommittees met today and discussed the QIP requirements.

C. Adult Family Home Agency (AFHA)/Foster Family Agency (FFA) – Janeth McDonough (present)

Ms. Janeth McDonough reported that the subcommittee met and discussed staffing concerns and identifying next steps to support continued growth.

D. Behavior Services – Cindy Hebert (present)

Ms. Cindy Hebert reported that the subcommittee is scheduled to meet on December 4, 2025.

E. Community Care Facilities (CCF) – Jorge Lozano (present)

Mr. Jorge Lozano reported that the subcommittee met and discussed rate reform requirements, program support and QIP measures for fiscal year 2026-27.

F. Early Intervention – Junie Lazo-Pearson (present)

Ms. Lazo-Pearson reported that the subcommittee is scheduled to meet in-person on November 19, 2025.

G. Habilitation – Marina Margaryan (present)

Ms. Marina Margaryan reported that the subcommittee is scheduled to meet in January 2026.

H. Independent Living/Supported Living (IL/SL) – Christine Molina (present)

Ms. Christine Molina reported that the subcommittee is scheduled to meet in December 2025.

I. Intermediate Care Facilities (ICF) – Rich Mraule (absent)

In Mr. Rich Mraule's absence, Mr. Jack Stanton reported that there were no updates.

J. Support Services/Allied Health – Kelly Araujo (present)

Ms. Kelly Araujo reported that the subcommittee met today and discussed the QIP Capacity Survey and Independent Audit requirements. Mr. Stanton reviewed and answered questions regarding the Public Records Act.

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November 18, 2025

VI. Community Forum

There were no speakers for community forum.

VII. Adjournment

Mr. Perez adjourned the meeting at 2:37 p.m.

The next VAC meeting is scheduled for January 13, 2026.

Recorder: Sandra Lomeli