

	F.	Executive Committee	Sandy Martin
		1. Approval of Renewal of Board Membership for Marcell Bassett for a Three-Year Term Beginning July 1, 2024 and Ending June 30, 2027** 2. Approval of Renewal of Board Membership for Sandy Martin for a Three-Year Term Beginning September 1, 2024 and Ending August 31, 2027** 3. Approval of Renewal of Board Membership for Chinh Nguyen for a Three-Year Term Beginning September 1, 2024 and Ending August 31, 2027** 4. Approval of Board of Directors' Meeting Schedule for Fiscal Year 2024-2025**	
	G.	Nominating Committee**	Sandy Martin
		1. Approval of Proposed Slate of Officers with New Terms Commencing July 1, 2024 and Ending December 31, 2025**	
	H.	Board Recruitment and Training Committee**	Sandy Martin
	I.	Policies and Outcomes Committee**	Cliff Amsden
		1. Approval of the Ends Policy** 2. Whistleblower Policy**	
	J.	Vendor Advisory Committee**	Rick Perez
		1. Approval of Vendor Advisory Committee Members**	
	K.	Peer Advisory Committee**	Yvonne Kluttz
	L.	Legislative and Community Awareness Committee	Bruce Hall
	M.	ARCA Report	Sandy Martin
	N.	Community Forum***	Sandy Martin
	O.	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.*

**Regional Center of Orange County
Board of Directors' Meeting Minutes
May 2, 2024**

Board Members Present: Sandy Martin, Chairperson
(Members in-person, unless otherwise noted) Cliff Amsden
Marcell Bassett
Bruce Hall
Yvonne Kluttz
Chinh Nguyen
Fernando Peña
Rick Perez

Board Members Absent: Meena Chockalingam
Frances Hernandez
Hilda Mendez
Jacqueline Nguyen

Corporate Counsel Present: Greg Simonian, Esq.

Ms. Sandy Martin called the meeting to order at 6:04 p.m.

I. General Session

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

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

B. Community Forum for Agenda Items Only

There were no speakers for community forum.

C. Budget and Finance Committee

Ms. Sandy 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 March 7, 2024
2. Budget and Finance Committee
 - a. Approval of Monthly Sufficiency of Allocation Report, February 2024
 - b. Approval of Monthly Sufficiency of Allocation Report, March 2024
 - c. Approval of Contract and Preliminary Allocation, Fiscal Year 2024-25
 - d. Approval of Budget Amendment E-2, Fiscal Year 2023-24

RCOC Board of Directors' Meeting Minutes
May 2, 2024

- e. Approval of Line of Credit for Fiscal Year 2023-24
- f. Approval of CalPERS Requirement for a Publicly Available Pay Schedule Effective May 13, 2024
- g. Approval of Audited Financial Statements for the Year Ended June 30, 2023
- h. Review of the Department of Developmental Services' (DDS') Audit Report for the Fiscal Years June 30, 2022 and June 30, 2023
- i. Review of Draft Form 990, Return of Organization Exempt from Income Tax for the Year Ended June 30, 2023

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 four persons served who have worked for the same employer for 21 or more years with a Certificate of Recognition.

2. Approval of Request for Waiver of Potential Conflict of Interest and Conflict Resolution Plan for Frank Flaherty, Intake Service Coordinator

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

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

- *California's State Budget.* Mr. Landauer reviewed highlights from the Assembly Budget Subcommittee No. 2 on Human Services Hearing meeting report on February 28, 2024. Some of the issues heard under the topic of Department of Developmental Services were the Governor's proposed delay of the service provider rate reform, the Governor's proposal for a Master Plan for Developmental Services, and Social Recreation and Camp Services Implementation oversight. Mr. Landauer stated that the hearing report in its entirety is available on RCOC's website.

Mr. Landauer also reviewed the state senate's *Shrink the Shortfall Early Action Plan*, which is a first step by the senate to reduce the deficit, bring the budget into balance, and improve the out-year fiscal condition. The action plan will also be available on RCOC's website.

Mr. Landauer reported that the Governor's Master Plan for Developmental Services Stakeholder Committee will hold its first meeting on May 15, 2024. When released by the California Health and Human Services Agency (CalHHS), the summary report from the May meeting will be available on RCOC's website.

RCOC Board of Directors' Meeting Minutes
May 2, 2024

Mr. Landauer also reported that under the Home and Community-Based Services (HCBS) Compliance, RCOC needs to review 494 settings (373 residential, 116 Day and 5 Employment) by August 31, 2024 to ensure full compliance to receive federal HCBS funding.

- *Purchase of Service (POS) Expenditures for Fiscal Year 2023-24.* Mr. Landauer reported that there is a projected surplus statewide.
- *Person Centered Thinking (PCT).* Ms. Jennifer Montanez, RCOC's Director of Case Management, reported that RCOC has ten staff members certified as PCT trainers who are providing PCT trainings for new staff and refresher courses for previously trained staff. PCT trainings will be scheduled in two-day or three-day sessions from July through October 2024.
- *Employment.* Mr. Arturo Cazares, RCOC's Director of Community Services, reported that Children's Hospital of Orange County (CHOC) plans to hold its Project SEARCH graduation on May 17, 2024. CHOC will temporarily suspend the program due to construction taking place at its facility. Mr. Cazares also reported that the new Project SEARCH program at Kaiser Permanente in Irvine is anticipated to begin in January 2025.

Mr. Cazares stated that DDS has provided guidance regarding the new employment pilot program called Coordinated Career Pathways (CCP). CCP includes two separate services: Career Pathway Navigator and Customized Employment Specialist. The program was developed specifically for persons served who are currently working in settings where they are paid sub-minimum wage, recently worked in settings where they were paid sub-minimum wage and will be transitioning from school district services within the next two years.

- *Housing.* Mr. Jack Stanton reported an update on a fiscal year 2021-2022 Enhanced Behavioral Support Home (EBSH) development project to move individuals served out of restrictive settings. RCOC is currently opening one new EBSH, and a second home will be open very soon.
- *Legislative and Community Awareness (LCA).* Mr. Landauer reported that RCOC hosted another successful Spotlight Awards ceremony on April 18, 2024, with Ms. Lesley Marin, a reporter with CBS 2/KCAL 9, as guest emcee. Mr. Landauer also reported that the OC Register posted his argument against the Governor's proposal to delay the final installment of the planned service provider rate increase in its April 10, 2024 op-ed section.
- *Health and Wellness.* Dr. Bonnie Ivers, RCOC's Clinical Director, reported that the new *Healthy Life, Happy Life* (HLHL) Program cohort has about 70 persons served signed up through their service providers to participate in the program. The curriculum focuses on the management and prevention of chronic health conditions, including information about ultra-processed foods.

RCOC Board of Directors' Meeting Minutes
May 2, 2024

- *RCOC News.* Mr. Landauer reported that he and his staff continue to work with the Hispanic families group to address their concerns. The group last met on February 1, 2024 and scheduled its next meeting for May 15, 2024. After DDS announced the same date for its Master Plan meeting, the group requested to postpone the meeting in order to attend the Master Plan meeting. RCOC and the parent group will collaborate to reschedule the May meeting.
- *Self-Determination Program (SDP).* Mr. Landauer reported that the SDP Local Advisory Committee met on April 29, 2024.
- *Performance Contract Public Meeting.* Mr. Landauer reported that RCOC held its annual Performance Contract public meeting on April 24, 2024 at 5:30 p.m. via Zoom webinar.

F. Executive Committee

Ms. Martin reported that the Committee met on April 15, 2024 and will meet next on May 20, 2024.

Ms. Martin presented the following agenda item from the Executive Committee for approval:

1. Approval of Renewal of Board Membership for Hilda Mendez for a Three-Year Term Commencing July 1, 2024 and Ending June 30, 2027

M/S/C to approve the Renewal of Board Membership for Hilda Mendez for a Three-Year Term Commencing July 1, 2024 and Ending June 30, 2027, as presented

2. Approval of Jacqueline Nguyen as Treasurer for a Term Commencing May 2, 2024 and Ending June 30, 2024

M/S/C to approve Jacqueline Nguyen as Treasurer for a Term Commencing May 2, 2024 and Ending June 30, 2024, as presented

G. Board Recruitment and Training Committee

Ms. Martin reported that the Committee met on April 8, 2024. The Committee reviewed the Board composition, training topics and discussed recruitment efforts.

The next Committee meeting is scheduled for May 13, 2024.

H. Policies and Outcomes Committee

Mr. Cliff Amsden reported that the Committee met on April 15, 2024, and reviewed the Employment First Policy and Transportation Mobility Policy. Revisions were proposed for the Employment First Policy. The Committee did not recommended revisions to the Transportation Mobility Policy.

RCOC Board of Directors' Meeting Minutes
May 2, 2024

Mr. Amsden presented revisions to the Employment First Policy, as recommended by the Policies and Outcomes Committee.

1. Approval of Revisions to the Employment First Policy

M/S/C to approve revisions to the Employment First Policy, as recommended

The next Committee meeting is scheduled for May 20, 2024.

I. Vendor Advisory Committee

Mr. Rick Perez reported that the Committee met on April 9, 2024 and reviewed the subcommittee Chair and Co-Chair selections for those membership terms ending May 31, 2024. The next Committee meeting is scheduled for May 14, 2024.

J. Peer Advisory Committee

Ms. Yvonne Kluttz reported that the Committee met on March 20, 2024 and viewed a presentation on employment by Mr. Cazares. The next Committee meeting is scheduled for May 22, 2024.

K. Legislative and Community Awareness Report

Mr. Bruce Hall reported that the Committee met on April 9, 2024 discussed media outreach, Spotlight Awards and ARCA's Annual Grassroots Day in Sacramento. The next Committee meeting is scheduled for July 9, 2024.

L. ARCA Report

Ms. Martin reported that the Association of Regional Center Agencies (ARCA) Board of Directors met on March 22, 2024 in Sacramento. The Board delegates agreed to table its meeting on March 21, 2024 in order to attend the Senate Budget Subcommittee No. 3 and provide public comment regarding vendor rates. The next Board of Directors' meeting is scheduled for June 20, 2024 in Sacramento.

M. Community Forum

There were no speakers for community forum.

N. Chairperson's Report

Ms. Martin stated that it is vital that regional centers obtain the support from those state legislators who have not signed the *Request for Uninterrupted Implementation of Disability Service Provider Rate Increase* letter urging Governor Newsom not to delay the proposed vendor rates in the state budget.

RCOC Board of Directors' Meeting Minutes
May 2, 2024

Ms. Martin acknowledged and congratulated this year's 2024 Spotlight Award honoree's along with Integrity House for another successful event.

Ms. Martin again acknowledged and congratulated tonight's four persons served who have worked for the same employer for 21 or more years.

Ms. Martin reported that the next Board of Directors' meeting is scheduled for June 6, 2024 at 6:00 p.m.

O. Annual Performance Contract Presentation for Fiscal Years 2024-2025

Mr. Stanton and Mr. Cazares presented the annual Performance Contract for Fiscal Years 2024-2025.

II. Adjournment

Ms. Martin adjourned the meeting at 7:36 p.m.

Yvonne Kluttz, Secretary

Recorder: Sandra Lomeli

**Regional Center of Orange County
Budget & Finance Committee
Meeting Minutes
May 2, 2024**

Committee Members Present: Sandy Martin, Chair
Cliff Amsden
Marcell Bassett (*arrived at 4:14 p.m.*)
Bruce Hall
Fernando Peña

Committee Members Absent: Jacqueline Nguyen

Other Board Members Present: Yvonne Kluttz

Board Counsel Present: Greg E. Simonian

RCOC Staff Present: Larry Landauer, Executive Director
Liliana Castillo, Accounting Manager – Vendorization
Arturo Cazares, Director of Community Services
Nancy Franco, Accounting Manager – OPS
Jennifer Montanez, Director, Case Management
Christina Petteruto, General Counsel
Linda Pham, Accountant
Marta Vasquez, Chief Financial Officer
Stacy Wong, Human Resources Director

Guest: Tom Huey, CPA

The meeting was called to order at 4:01 p.m.

1. Approval of Monthly Sufficiency of Allocation Reports (SOARs), February and March 2024

Ms. Marta Vasquez reported that RCOC is projecting a surplus of \$43.3 million. RCOC's surplus will be \$50.7 million if all \$7.4 million of the State Plan Amendment receivables are paid. The surplus is due to an additional allocation of \$79.5 million and a reduction in projected expenditures of \$4.0 million.

M/S/C to approve the monthly SOARs.

2. Approval of Contract and Preliminary Allocation, Fiscal Year 2024-25

Ms. Vasquez reported that RCOC received the Preliminary Allocation earlier than in prior years. RCOC must return the signed contract and submit its cash advance request to the Department of Developmental Services (DDS) to prevent any disruption in cash flow.

M/S/C to approve the Contract and Preliminary Allocation.

3. Approval of Budget Amendment E-2, Fiscal Year 2023-24

Ms. Vasquez reported that DDS allocated an additional \$80.7 million for Operations, Purchase of Services and Community Placement Plan (CPP).

M/S/C to approve the Budget Amendment.

4. Approval of Line of Credit for Fiscal Year 2023-24

Ms. Vasquez reported that U.S. Bank has committed a line of credit of \$65.0 million from June 3, 2024 to September 30, 2024.

M/S/C to approve the Line of Credit.

5. Approval of CalPERS Requirement for a Publicly Available Pay Schedule Effective May 2, 2024

Ms. Vasquez reported that RCOC added two titles to RCOC's salary schedule.

M/S/C to approve Salary Schedule.

6. Approval of Audited Financial Statements for the Year Ended June 30, 2023

Mr. Tom Huey, a partner with Windes, Inc. presented the audited financial statements and Windes' audit approach.

M/S/C to approve the Audited Financial Statements.

7. Review of the Department of Developmental Services Audit Report for the Fiscal Years Ended June 30, 2022 and June 30, 2023

Ms. Vasquez reported that DDS issued the final report; no findings were noted.

8. Review of Draft Form 990, Return of Organization Exempt from Income Tax for the Year Ended June 30, 2023

Ms. Vasquez reported that a draft of the 990 will be sent to the Board prior to filing.

The meeting adjourned at 5:02 p.m.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

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

DATE: June 6, 2024

TO: Board of Directors

FROM: Budget and Finance Committee

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

BACKGROUND:

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

REASON FOR CURRENT ITEM:

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

FISCAL IMPACT:

None.

RECOMMENDATION:

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

Agenda Item III.D.2.a.

REGIONAL CENTER OF ORANGE COUNTY

MEMORANDUM

Date: June 6, 2024

To: Board of Directors

From: Budget and Finance Committee

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

Purchase of Services (POS)

RCOC is projecting a surplus of \$43.8 million. An increase of \$0.5 million over the prior projection. RCOC's surplus will be \$51.2 million if all \$7.4 million of the State Plan Amendment receivables are paid. As previously reported, the surplus is due to an additional allocation of \$79.5 million.

RCOC's projection includes the fiscal impact of prior years' and current year's rate increases:

- the continuation of prior year minimum wage increases,
- the new minimum wage increase effective January 1, 2024,
- the continuation of the Rate Models increases effective April 1, 2022 and January 1, 2023, (a total of 50% of the difference between the rate calculated by Burns & Associates and the rate as of March 31, 2022),
- the rate increases for occupational, physical and speech therapy effective October 1, 2023,
- application of the Personal Assistance Rate Model rate to Personal Assistance Worker administration services (also known as Employer of Record services), and
- an adjustment to the Rate Model rate for Independent Living Services vendors effective January 1, 2024.

The projection also includes the impact of the end of Alternative Non-Residential Services and the projected cost of 554 persons served who will graduate from school to regional center-funded adult day programs.

Year to date, RCOC's caseload increased by 913 persons for an annualized caseload growth of 4.4%; the regional center system increased by 21,059 persons for an annualized caseload growth of 6.2%.

Operations

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

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

	A	B	C	D	E	F	G	H
				SOAR		VARIANCE		
		ACTUAL	PROJECTED	PROJECTED	(column A-D)/A	(column A-D)	CHANGE	
PURCHASE OF SERVICE	E-2	SPENT	EXPENDITURES	EXPENDITURES	%	AMOUNT	FROM PRIOR	SPENT
	ALLOCATION	YEAR TO DATE	AT "RUN RATE"	5/10/2024	YEAR TO DATE	YEAR TO DATE	MO. REPORTED	PRIOR YEAR
(1) Licensed Residential Care	\$209,254,687	\$165,413,728	\$202,005,356	\$204,182,824	2%	\$5,071,863	\$458,775	\$182,539,369
(2) Day Care	\$1,955,218	1,088,538	1,712,530	1,955,218	0%	\$0	\$0	1,489,577
(3) Day Training	\$71,952,139	58,796,996	71,269,086	69,998,669	3%	\$1,953,470	\$0	60,953,470
(4) Habilitation	\$9,530,560	6,455,525	8,703,608	9,530,560	0%	\$0	\$0	8,424,282
(5) Transportation	\$19,684,528	10,419,196	15,628,794	17,836,125	9%	\$1,848,403	\$0	11,589,320
(6) Respite	\$59,469,820	36,164,816	52,098,174	53,665,692	10%	\$5,804,128	\$0	45,959,594
(7) Personal Assistance	\$65,228,607	41,441,427	57,765,261	56,022,320	14%	\$9,206,287	\$0	48,336,047
(8) Supported Living	\$60,711,833	49,603,366	59,781,112	59,505,546	2%	\$1,206,287	\$0	53,477,301
(9) Non-medical	\$35,415,097	24,117,744	31,531,101	35,415,097	0%	\$0	\$0	24,103,486
(10) Medical	\$12,684,138	8,788,934	10,546,721	12,684,138	0%	\$0	\$0	7,918,271
(11) Other	\$84,355,872	44,420,533	60,665,528	67,543,802	20%	\$16,812,070	\$0	53,566,136
(12) Early Start (Age 0-3)	\$44,832,446	32,051,128	40,635,985	42,996,240	4%	\$1,836,206	\$0	35,739,618
(13) Community Placement Plan	\$3,230,244	0		0	0%	n/a	\$0	0
(14) Purchase of Service Total	678,305,189	478,761,931	612,343,256	631,336,231	6%	43,738,714	458,775	534,096,471
OPERATIONS						\$51,149,393	* If all SPA receivables are paid.	
(15) Operating Expense (Gross)	12,989,075	6,380,132	7,656,159	12,989,075	0%	0	0	7,784,961
(16) Less Interest Income and SPA Fees	-600,000	-1,992,703	-2,391,244	-600,000	0%	0	0	-1,198,997
(17) Operating Expense (Net)	12,389,075	4,387,429	5,264,915	12,389,075	0%	0	0	6,585,964
(18) Personal Services	63,481,765	40,877,286	49,052,743	63,481,765	0%	0	0	44,049,322
(19) Family Resource Center/Services	269,299	194,561	233,473	269,299	0%	0	0	269,299
(20) Operations Total	76,140,139	45,459,276	54,551,131	76,140,139	0%	0	0	50,904,585
(21) Total	\$754,445,328	\$524,221,207	\$666,894,387	\$707,476,370	0%	\$43,738,714	\$458,775	\$585,001,056

* 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.

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

ASSETS	GENERAL FUND	CUSTODIAL FUND
CURRENT ASSETS		
Petty cash	\$300.00	
Checking	60,622,820.91	\$70,997.73
Savings	50,194.83	
Money market	0.00	
Payroll	385,255.63	
Donations	206,160.55	
Unemployment	839,786.18	
Certificate of deposit	0.00	
	-----	-----
Total current assets	62,104,518.10	70,997.73
	-----	-----
RECEIVABLES		
State claim	134,782,600.96	
Client support revenue	17,638.72	291.00
Due from State - prior years	18,261,508.74	
Due from ICF - ICF Supplemental Services	8,017,557.09	
	-----	-----
Total receivables	161,079,305.51	291.00
	-----	-----
PREPAID ITEMS		
Deposits	293,582.86	
Prepaid expense	0.00	
	-----	-----
Total prepaid items	293,582.86	0.00
	-----	-----
OTHER ASSETS		
Tenant improvements	303,163.76	
Building acquisition	63,613.98	
	-----	-----
Total other assets	366,777.74	0.00
	-----	-----
TOTAL ASSETS	\$223,844,184.21	\$71,288.73
	=====	=====
LIABILITIES AND FUND BALANCES		
LIABILITIES		
Accounts payable	\$33,370,802.96	\$17,638.72
Due to State - ICF Supplemental Services	0.00	
Loans payable	0.00	
Cash advance	189,428,852.69	
Unemployment insurance	838,368.01	
	-----	-----
Total liabilities	223,638,023.66	17,638.72
	-----	-----
FUND BALANCES		
General		
Donations	206,160.55	
Custodial		53,650.01
	-----	-----
TOTAL LIABILITIES AND FUND BALANCES	\$223,844,184.21	\$71,288.73
	=====	=====

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

Beginning Balance		\$206,627.00
Donations	\$0.00	
Loan Payments	0.00	
Interest	8.55	
Disbursements:		
Dental Treatment	<u>(475.00)</u>	
Net Increase (Decrease)		<u>(466.45)</u>
Ending Balance		<u><u>206,160.55</u></u>

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: June 6, 2024
TO: Board of Directors
FROM: Larry Landauer
Executive Director

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: **Approval of Request for Waiver of Potential Conflict of Interest and Conflict Resolution Plan for Emely Hernandez, Service Coordinator**

BACKGROUND:

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

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

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

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

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

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

REASON FOR CURRENT ITEM:

Ms. Emely Hernandez is an RCOC Service Coordinator. Ms. Hernandez is a sibling of a person served who is receiving services from RCOC. Ms. Hernandez has several family members that provide services to the person served (sibling) through Premier Healthcare Services, LLC, an RCOC provider. For this reason, Ms. Hernandez appears to have a conflict of interest under the above statute and regulations.

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

FISCAL IMPACT:

None.

RECOMMENDATIONS:

That the Board approve the Request for Waiver of Potential Conflict of Interest and Conflict Resolution Plan for Emely Hernandez, Service Coordinator.

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST,
CONFLICT RESOLUTION PLAN AND REQUEST FOR WAIVER
FOR
EMELY HERNANDEZ – SERVICE COORDINATOR
REGIONAL CENTER OF ORANGE COUNTY**

I. Law Governing Conflicts of Interest

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

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

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

Said section 54526 specifically provides, in part:

(a) A conflict of interest exists when a regional center employee with decision or policy making authority, or contractor, agent or consultant with authority to act on behalf of the regional center, or family member of such person, is any of the of following for a business entity, entity, or provider as defined in these regulations:

.....(9) an employee

(emphasis added)

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

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

II. Potential Conflict of Ms. Emely Hernandez

Emely Hernandez is a Service Coordinator for the Regional Center of Orange County (hereinafter “RCOC” or “the Regional Center”).

Ms. Hernandez is a sibling of a person served who is receiving both respite and transportation services from RCOC. The Hernandez family wanted the respite and transportation services to be provided by family members.

Ms. Hernandez's brother, Jorge Hernandez and mother, Mirna Perez-Hernandez, will be providing respite and transportation services through Premier Healthcare Services, LLC, a RCOC vendor.

Premier Healthcare Services, LLC was vendored by RCOC on July 3, 2007. Premier Healthcare Services, LLC is a financial management services company, that provides personal assistance, participant-directed transportation, participant-directed respite, in-home respite, participant-directed day care service, professional service, parent coordinated personal assistance, home health agency, participant-directed independent living and participant-directed personal assistant. Last year Premier Healthcare Services, LLC was paid a total of \$21,172,036 in 2023 and currently provides services to 2,881 persons served.

Even though a technical conflict of interest exists, it is a common occurrence in the regional center system that a regional center employee, who is also a sibling, has family member(s) who are the respite or a transportation worker for the family member served.

III. Conflict Resolution Plan

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

A. Ms. Hernandez's Position and Duties

As a Service Coordinator, Ms. Hernandez is responsible for a caseload of approximately 19 persons served, with services that are funded at least in part by the Regional Center of Orange County. A copy of her job description is attached as **Exhibit A**.

Ms. Hernandez has a caseload of children and adults.

When other employees had potential conflicts of interest, RCOC was able to change their caseload from adult to children or vice versa in order to eliminate the potential conflicts of interest. Regional center will eliminate any and all involvement that Ms. Hernandez has with Premier Healthcare Services, LLC.

If any of Ms. Hernandez's persons served require evaluation, planning or recommendations on a matter related to Premier Healthcare Services, LLC, Central Area Supervisor, Patricia Bermeo, will take on such matters. RCOC's Organization Chart is attached as **Exhibit B**. With the changes made in this Conflict Resolution Plan, no change in the chart will be necessary except that Ms. Bermeo, Central Area Supervisor, will be in the position held by Ms. Hernandez with respect to all matters involving Premier Healthcare Services, LLC.

B. Jorge Hernandez and Mirna Perez-Hernandez's Roles at Premier Healthcare Services, LLC

Premier Healthcare Services, LLC. is the employer of Jorge Hernandez and Mirna Perez-Hernandez, who provide respite and transportation services solely to Ms. Hernandez's brother.

Conflict Resolution Plan

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

RCOC's and Ms. Hernandez's suggested Conflict Resolution Plan for this potential conflict of interest is as follows:

Ms. Hernandez will continue with her caseload of children and adults.

Ms. Hernandez will in every conceivable manner, not interact with Premier Healthcare Services, LLC.

In addition:

1. Ms. Hernandez will not participate in the consideration, preparation, review, presentation, formulation or approval of any report, plan, opinion, recommendation or action regarding Premier Healthcare Services, LLC.
2. Ms. Hernandez will not review or participate in any discussions, recommendations or decisions about authorizations for Premier Healthcare Services, LLC.
3. Ms. Hernandez will not review or in any way participate in the preparation, consideration, or any follow-up related to Special Incident Reports with regard to Premier Healthcare Services, LLC.
4. Ms. Hernandez will not create, review, or in any way participate in, any corrective action plans that deal with Premier Healthcare Services, LLC.
5. Ms. Hernandez will not participate in any discussions, recommendations, actions or resolutions regarding complaints about Premier Healthcare Services, LLC.
6. The Regional Center and Ms. Hernandez agree that Ms. Hernandez will take no part in vendor appeals or fair hearings involving Premier Healthcare Services, LLC.
7. The Regional Center and Ms. Hernandez will ensure that Ms. Hernandez will not access vendor files of Premier Healthcare Services, LLC either in their electronic or hard copy form.
8. Ms. Hernandez will not be involved in the negotiation, discussion, obligation or commitment of RCOC to a course of action involving Premier Healthcare Services, LLC.
9. Further, if Ms. Hernandez has matters relating to Premier Healthcare Services, LLC. Central Area Supervisor, Ms. Bermeo, will take on such matters.

10. The RCOC management staff will be informed about this Conflict Resolution Plan, and they will be informed of the need to ensure that Ms. Hernandez has no involvement whatsoever in any action or business involving or affecting Premier Healthcare Services, LLC.

11. RCOC will communicate to its employees Ms. Hernandez's Conflict Resolution Plan and the need to ensure that Ms. Hernandez plays no role whatsoever in any action involving Premier Healthcare Services, LLC.

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

IV. Request For Waiver

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

Respectfully submitted,

By: _____ Date: _____
Emely Hernandez, Central Service Coordinator

By: _____ Date: _____
Patricia Bermeo, Central Area Supervisor

By: _____ Date: _____
Carmen Gonzalez, Central Area Manager

By: _____ Date: _____
Jennifer Montanez, Director, Case Management

By: _____ Date: _____
Larry Landauer, Executive Director

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: June 6, 2024

TO: Board of Directors

FROM: Larry Landauer
Executive Director

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: **Approval of Performance Contract for Fiscal Year 2024-2025**

BACKGROUND:

The Welfare and Institutions Code §4629, requires the development of an annual Performance Contract between the Department of Developmental Services (DDS) and regional centers.

REASON FOR CURRENT ITEM:

Each regional center's Performance Contract must be approved by the center's Board of Directors prior to submission to DDS (see attachment).

FISCAL IMPACT:

To the extent that a proposed contact objective requires additional Operations or Purchase of Service funds, RCOC must reallocate resources within its existing budget. The Department does not allocate additional funds when Performance Contract objectives are met.

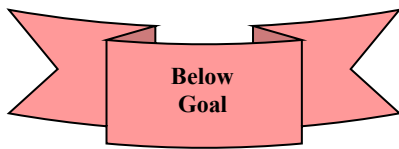
RECOMMENDATION:

That the Board approve the Performance Contract for Fiscal Year 2024-2025 as presented.

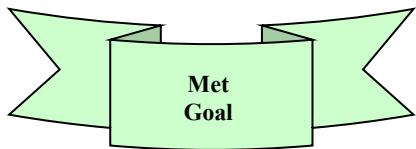
Performance Contract 2024-2025 Cover Sheet



= Better than Statewide Average



= Below Regional Center of Orange County Goal



= Met Regional Center of Orange County Goal



= Met or Exceeded Regional Center of Orange County Goal



= Exceeded Regional Center of Orange County Goal

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



Performance Contract 2024-2025

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

Compliance Measure	Outcome
Unqualified audit with no material findings	Yes
Substantial compliance with DDS fiscal audit	Yes
Operates within OPS budget	Yes
Certified to participate in Waiver	Yes
Compliance with vendor audit requirements per contract, Article III, sec. 10	Met
CDER/ESR current	95.35
Intake/Assessment and IFSP (0-2)	99.52
IPP development biennial	Annual, 99.46
IFSP development	69.28



Performance Contract 2024-2025

I. Developmental Center

Planned Activities

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

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

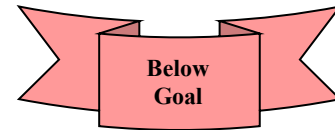
- Implementation of Community Placement Plan/Resource Development Plan for FYs 2022-2023 and 2023-2024.

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

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

	Percentage	All Consumers	Consumers in DC			
Statewide Average	0.05%	423,241	224			
RCOC Public Hearing 4/24/24	0.03%	24,845	8	Goal	%	# Attained
RCOC 5/01/24	0.03%	26,075	9	0	0.03%	-9
Analysis as of Public Hearing	RCOC % of DD pop		5.87%	RCOC % of DC pop		3.57%

Number of Persons Served Residing DC's



	Total Active Caseload	Goal	DC	%	Number Attained
Jul-24		0			
Aug-24		0			
Sep-24		0			
Oct-24		0			
Nov-24		0			
Dec-24		0			
Jan-25		0			
Feb-25		0			
Mar-25		0			
Apr-25		0			
May-25		0			
Jun-25		0			



Performance Contract 2024-2025

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

Planned Activities

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

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

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

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

	Percentage	All Children	Children in FH			
Statewide Average	2.56%	226,163	5,780	Goal	%	# Attained
RCOC Public Hearing 4/24/24	2.59%	11,421	296			
RCOC 5/01/24	2.22%	12,507	278	318	2.22%	-40
Analysis as of Public Hearing	RCOC % of DD pop.		5.05%	RCOC % of FH pop.		5.12%



	Total Children Status 1&2	Goal	Children in Foster Homes	%	Number Attained
Jul-24		318			
Aug-24		318			
Sep-24		318			
Oct-24		318			
Nov-24		318			
Dec-24		318			
Jan-25		318			
Feb-25		318			
Mar-25		318			
Apr-25		318			
May-25		318			
Jun-25		318			

Below Goal

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

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

	%	All Children	Children in own home Parent/Guardian			
Statewide Average	97.11%	226,163	219,630			
RCOC Public Hearing 4/24/24	97.07%	11,421	11,086	Goal	%	# Attained
RCOC 5/01/24	97.48%	12,507	12,192	12,530	97.48%	-338
Analysis as of Public Hearing	RCOC % of DD pop.		5.05%	RCOC % of Home		97.07%



	Total Children	Goal	Children in Own Home Parent/Guardian	%	Number Attained
Jul-24		12,530			
Aug-24		12,530			
Sep-24		12,530			
Oct-24		12,530			
Nov-24		12,530			
Dec-24		12,530			
Jan-25		12,530			
Feb-25		12,530			
Mar-25		12,530			
Apr-25		12,530			
May-25		12,530			
Jun-25		12,530			

Below Goal

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

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

	%	All Children	Total Number Children in Homes			
Statewide Average	99.67%	226,163	225,410			
RCOC Public Hearing 4/24/24	99.66%	11,421	11,382	Goal	%	# Attained
RCOC 5/01/24	99.70%	12,507	12,470	12,848	99.70%	-378
Analysis of Public Hearing	RCOC % of DD pop		5.05%	RCOC % Homes		91.28%



	Total Children Status 1&2	Goal	Total Number Children in Homes	%	Number Attained
Jul-24		12,848			
Aug-24		12,848			
Sep-24		12,848			
Oct-24		12,848			
Nov-24		12,848			
Dec-24		12,848			
Jan-25		12,848			
Feb-25		12,848			
Mar-25		12,848			
Apr-25		12,848			
May-25		12,848			
Jun-25		12,848			

Below Goal

Performance Contract 2024-2025

III. Adults Residing in Home Settings

Planned Activities

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

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

- RCOC will provide service coordinator training to assist families in establishing maintenance plans in the event of temporary caregiver illness/incapacity and for eventual transition plans.
- RCOC will request vendors to include 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 87, or 0.65%, of adults residing in Adult FHA.

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

	Percentage	Total Adults Status 2	Adults in FHA			
Statewide Average	0.74%	196,854	1,452			
RCOC Public Hearing 4/24/24	0.65%	13,416	87	Goal	%	# Attained
RCOC 5/01/24	0.65%	13,559	88	99	0.65%	-11
Analysis as of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of FHA pop		5.99%

	Total Adults Status 2	Goal	Adults in FHA	%	Number Attained
Jul-24		99			
Aug-24		99			
Sep-24		99			
Oct-24		99			
Nov-24		99			
Dec-24		99			
Jan-25		99			
Feb-25		99			
Mar-25		99			
Apr-25		99			
May-25		99			
Jun-25		99			

Below Goal



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

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

	Percentage	Total Adults Status 2	Adults in Independent Living			
Statewide Average	9.09%	196,854	17,896			
RCOC Public Hearing 4/24/24	6.89%	13,416	924	Goal	%	# Attained
RCOC 5/01/24	6.85%	13,559	929	937	6.85%	-8
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of IL pop		5.16%

	Total Adults Status 2	Goal	Adults in Independent Living	%	Number Attained
Jul-24		937			
Aug-24		937			
Sep-24		937			
Oct-24		937			
Nov-24		937			
Dec-24		937			
Jan-25		937			
Feb-25		937			
Mar-25		937			
Apr-25		937			
May-25		937			
Jun-25		937			

Below Goal



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

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

	Percentage	Total Adults Status 2	Adults Residing Own Home - Parent			
Statewide Average	69.02%	196,854	135,873			
RCOC Public Hearing 4/24/24	70.64%	13,416	9,477	Goal	%	# Attained
RCOC 5/01/24	70.91%	13,559	9,615	9,872	70.91%	-257
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of own home		6.97%



	Total Adults Status 2	Goal	Adults Residing Own Home - Parent	%	Number Attained
Jul-24		9,872			
Aug-24		9,872			
Sep-24		9,872			
Oct-24		9,872			
Nov-24		9,872			
Dec-24		9,872			
Jan-25		9,872			
Feb-25		9,872			
Mar-25		9,872			
Apr-25		9,872			
May-25		9,872			
Jun-25		9,872			





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

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

	Percentage	Total Adults Status 2	Adults Residing in Supported Living			
Statewide Average	5.02%	196,854	9,359			
RCOC Public Hearing 4/24/24	3.66%	13,416	491	Goal	%	# Attained
RCOC 5/01/24	3.63%	13,559	492	510	3.63%	-18
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of SL pop		5.25%

	Total Adults Status 2	Goal	Adults Residing Supported Living	%	Number Attained
Jul-24		510			
Aug-24		510			
Sep-24		510			
Oct-24		510			
Nov-24		510			
Dec-24		510			
Jan-25		510			
Feb-25		510			
Mar-25		510			
Apr-25		510			
May-25		510			
Jun-25		510			





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

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

	Percentage	Total Adults Status 2	Total Number Adults in Home Settings			
Statewide Average	83.63%	196,854	164,624			
RCOC Public Hearing 4/24/24	81.84%	13,416	10,979	Goal	%	# Attained
RCOC 5/01/24	82.04%	13,559	11,124	11,418	82.04%	-294
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of Home		6.67%

	Total Adults Status 2	Goal	Total Number Adults in Home Settings	%	Number Attained
Jul-24		11,418			
Aug-24		11,418			
Sep-24		11,418			
Oct-24		11,418			
Nov-24		11,418			
Dec-24		11,418			
Jan-25		11,418			
Feb-25		11,418			
Mar-25		11,418			
Apr-25		11,418			
May-25		11,418			
Jun-25		11,418			

Below Goal

Performance Contract 2024-2025

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

Planned Activities

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

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

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

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

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

	Percentage	Total Children Status 1&2	Children Residing in CCF 7+ Beds			
Statewide Average	0.01%	226,163	14			
RCOC Public Hearing 4/24/24	0.00%	11,421	0	Goal	%	# Attained
RCOC 5/01/24	0.00%	12,507	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.05%	RCOC % of CCF 7+		0.00%



	Total Children Status 1&2	Goal	Children Residing CCF 7+ Beds	%	Number Attained
Jul-24		0			
Aug-24		0			
Sep-24		0			
Oct-24		0			
Nov-24		0			
Dec-24		0			
Jan-25		0			
Feb-25		0			
Mar-25		0			
Apr-25		0			
May-25		0			
Jun-25		0			

Met Goal

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

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

	Percentage	Total Children Status 1&2	Children Residing in an ICF 7+ beds			
Statewide Average	0.02%	226,163	42			
RCOC Public Hearing 4/24/24	0.00%	11,421	0	Goal	%	# Attained
RCOC 5/01/24	0.00%	12,507	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.05%	RCOC % of ICF 7+		0.00%



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



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

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

	Percentage	Total Children Status 1&2	Children Residing in a Nursing Facility			
Statewide Average	0.00%	226,163	4			
RCOC Public Hearing 4/24/24	0.00%	11,421	0	Goal	%	# Attained
RCOC 5/01/24	0.00%	12,507	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.05%	RCOC % of NF		0.00%



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



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

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

	Percentage	Total Children Status 1&2	Total Children Residing in a 7+ Bed Facility			
Statewide Average	0.03%	226,163	60			
RCOC Public Hearing 4/24/24	0.00%	11,421	0	Goal	%	# Attained
RCOC 5/01/24	0.00%	12,507	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.05%	RCOC % 7+ Bed		0.00%



	Total Children Status 1&2	Goal	Total Children Residing in 7+ Bed	%	Number Attained
Jul-24		0			
Aug-24		0			
Sep-24		0			
Oct-24		0			
Nov-24		0			
Dec-24		0			
Jan-25		0			
Feb-25		0			
Mar-25		0			
Apr-25		0			
May-25		0			
Jun-25		0			



Performance Contract 2024-2025

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

Planned Activities

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

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

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

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

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

	Percentage	Total Adults Status 2	Adults in CCF 7+ Beds			
Statewide Average	0.67%	196,854	1,324			
RCOC Public Hearing 4/24/24	0.89%	13,416	119	Goal	%	# Attained
RCOC 5/01/24	0.86%	13,559	117	112	0.86%	-5
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % Adult 7+ CCF		8.99%

	Total Adults Status 2	Goal	Adults Residing in CCF 7+ Beds	%	Number Attained
Jul-24		112			
Aug-24		112			
Sep-24		112			
Oct-24		112			
Nov-24		112			
Dec-24		112			
Jan-25		112			
Feb-25		112			
Mar-25		112			
Apr-25		112			
May-25		112			
Jun-25		112			

Below Goal

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

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

	Percentage	Total Adults Status 2	Adults Residing ICF 7+ Beds			
Statewide Average	0.41%	196,854	755			
RCOC Public Hearing 4/24/24	0.11%	13,416	15	Goal	%	# Attained
RCOC 5/01/24	0.10%	13,559	14	7	0.10%	-7
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % ICF 7+		1.99%



	Total Adults Status 2	Goal	Adults Residing ICF 7+ Beds	%	Number Attained
Jul-24		7			
Aug-24		7			
Sep-24		7			
Oct-24		7			
Nov-24		7			
Dec-24		7			
Jan-25		7			
Feb-25		7			
Mar-25		7			
Apr-25		7			
May-25		7			
Jun-25		7			

Below Goal

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

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

	Percentage	Total Adults Status 2	Adults Residing in NF			
Statewide Average	0.52%	196,854	967			
RCOC Public Hearing 4/24/24	0.56%	13,416	75	Goal	%	# Attained
RCOC 5/01/24	0.59%	13,559	80	75	0.59%	-5
Analysis of Public Hearing	RCOC % DD pop		6.82%	RCOC % NF		7.76%

	Total Adults Status 2	Goal	Adults Residing in NF	%	Number Attained
Jul-24		75			
Aug-24		75			
Sep-24		75			
Oct-24		75			
Nov-24		75			
Dec-24		75			
Jan-25		75			
Feb-25		75			
Mar-25		75			
Apr-25		75			
May-25		75			
Jun-25		75			

Below Goal

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

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

	Percentage	Total Adults Status 2	Total Adults Residing in 7+ Bed			
Statewide Average	1.71%	196,854	3,188			
RCOC Public Hearing 4/24/24	1.56%	13,416	209	Goal	%	# Attained
RCOC 5/01/24	1.56%	13,559	211	194	1.56%	-17
Analysis of Public Meeting	RCOC % of DD pop	6.82%		RCOC % 7+ Bed		6.56%



	Total Adults Status 2	Goal	Total Adults Residing in 7+ Beds	%	Number Attained
Jul-24		194			
Aug-24		194			
Sep-24		194			
Oct-24		194			
Nov-24		194			
Dec-24		194			
Jan-25		194			
Feb-25		194			
Mar-25		194			
Apr-25		194			
May-25		194			
Jun-25		194			

Below Goal

Performance Contract 2024-2025

VI. Intake Duration

Planned Activities

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

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

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

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

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

	Percentage	Total # Age 3 or Over	Total # Over Age 3 with <=120 Days		
Statewide Average	78.33%	14,874	11,651		
RCOC Public Hearing 4/24/24	100.00%	257	257	Goal	% Attained
RCOC 5/01/24	99.34%	303	301	100.00%	99.34%



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



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

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

	Percentage	Total Number Individual s Age 3 and Over	Total Number of Individuals Over Age 3 With 121- 240 Days		
Statewide Average	14.62%	14,874	2,175		
RCOC Public Hearing 4/24/24	0.00%	257	0	Goal	% Attained
RCOC 5/01/24	0.66%	303	2	0.00%	0.66%



	Total Number of Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 With 121- 240 Days	%
Jul-24		0.00%		
Aug-24		0.00%		
Sep-24		0.00%		
Oct-24		0.00%		
Nov-24		0.00%		
Dec-24		0.00%		
Jan-25		0.00%		
Feb-25		0.00%		
Mar-25		0.00%		
Apr-25		0.00%		
May-25		0.00%		
Jun-25		0.00%		



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

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

	Percentage	Total Number Individual s Age 3 or Over	Total Number Individuals Over Age 3 Over 240 Days		
Statewide Average	7.05%	14,874	1048		
RCOC Public Hearing 4/24/24	0.00%	257	0	Goal	% Attained
RCOC 5/01/24	0.00%	303	0	0.00%	0.00%



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

Performance Contract 2024-2025

VII. National Core Indicators (NCI) Employment

Planned Activities

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

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

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

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

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



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

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

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

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

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

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

Performance Contract 2024-2025

VIII. Employment Development Department (EDD) Employment

Planned Activities

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

Performance Contract 2024-2025

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

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

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

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

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

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

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

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

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

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

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

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



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



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

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

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

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: June 6, 2024

TO: RCOC Board of Directors

FROM: Larry Landauer, Executive Director

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: **Approval of Start-Up Funding Agreements with Service Provider Person Centered Options for Development of Two (2) Enhanced Behavioral Supports Homes (CRDP Project Nos. 2324-3, 2324-4)**

BACKGROUND:

The Department of Developmental Services (DDS) has made an allocation to RCOC's Community Resource Development Plan (CRDP) for the development of two Enhanced Behavioral Supports Homes (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.

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 September 1, 2022 (CRDP Project No. 2223-2) and June 1, 2023 (CRDP Project No. 2223-3). Brilliant Corners will lease the homes to the service provider.

REASON FOR CURRENT ITEM:

DDS has allocated \$250,000 in CRDP start-up funding per home for the service provider that will operate each EBSH. In February 2024, RCOC posted a Request for Proposals (RFP) for a service provider. Three responses were received, but one applicant subsequently withdrew their proposal. The RFP Review Committee evaluated the remaining proposals and interviewed the applicants. Person Centered Options received the higher score and is recommended by the RFP Review Committee for Start-Up Funding Agreements for Development of two EBSHs.

FISCAL IMPACT:

DDS has allocated \$250,000 per EBSH, for a total of \$500,000, 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
ENHANCED BEHAVIORAL SUPPORT HOME (EBSH)
BETWEEN REGIONAL CENTER OF ORANGE COUNTY
AND
PERSON CENTERED OPTIONS, LLC**

RCOC CRDP PROJECT NO.

This agreement ("Agreement") is made and entered into this ____ day of June, 2024 ("Effective Date"), by and between the Regional Center of Orange County, a California nonprofit corporation ("RCOC") and Person Centered Options, a California Limited Liability Company ("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 new Enhanced Behavioral Supports Home ("EBSH") to meet the long-term needs of adult RCOC Persons Served; and

WHEREAS, Contractor submitted a proposal ("Contractor's Proposal") to develop an EBSH to serve RCOC Persons Served in response to RCOC's Request for Proposals dated February 26, 2024 ("RFP"); and

WHEREAS, Contractor will lease a suitable residence that will be owned by Brilliant Corners housing development organization (the "Residential Facility"), and developed pursuant to specifications in Title 17 of the California Code of Regulations 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 in accordance with Title 22 of the California Code of Regulations; 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; and

WHEREAS, Contractor agrees and understands that RCOC will provide the 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 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. To the extent provided in this Agreement, Contractor agrees to develop an EBSH located at a site designated by RCOC in RCOC's service area. The Residential Facility will contain a minimum of four (4) bedrooms and sufficient space to allow the resident(s) to perform all activities of daily living. A minimum of one (1) of the bedrooms shall be designated as non-ambulatory and this designation shall be reflected on the Residential Facility license issued by DSS-CCLD. The Residential Facility shall not be licensed for more than four (4) 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 regulations, Title 22 of the California Code of Regulations, 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, 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 and Title 22 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/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, which rate shall be subject to DDS approval.
- h. Prior to the admission of the first resident, Contractor shall hire and train all staff necessary to meet regulatory requirements, the home's program design, and the needs of the resident as identified in their Individual Program Plan.
- i. The Residential Facility shall be fully operational and ready to provide services to RCOC Persons Served no later than December 31, 2025. 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 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:

Person Centered Options, LLC
6736 Kittyhawk Ave.
Hesperia, CA 92345
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 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, 2026. 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: $[(60 \text{ months} - \text{months of Contractor operation}) \div 60 \text{ months}] \times \text{the amount of Start-Up Funds received}$. In the above example the Contractor would return \$80,000. $60 - 36 = 24$; $24 \div 60 = 40\%$; $40\% \times \$200,000 = \$80,000$. 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 Residential Facility. If 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 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 EBSH 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 EBSH; 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 EBSH. 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.

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” Person Centered Options, LLC

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: 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	<u>NO</u>	<u>N/A</u>	
Area rugs	<u>YES</u>	<u>N/A</u>	
Shipping of furniture or truck rental*	<u>YES</u>	<u>N/A</u>	*Prior approval required
*Furniture, household appliances, linens, household supplies	* <u>YES</u>	<u>YES</u>	*Furniture needs to be new, sturdy, well-built, and appropriate for residential facility.
*Recreational equipment (games, TV, VCR, exercise equipment, mats)	* <u>YES</u>	<u>N/A</u>	*If for use in the facility/program and if appropriate for the type of service and clients served.
Warranties on appliances	<u>NO</u>	<u>N/A</u>	

- 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. This budget should include estimates on furnishings and equipment to be purchased, staffing costs, administrative and personnel, lease costs, fees, etc. 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 25% 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 25% 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 Contractor's Program Design that meets all applicable Title 17 and Title 22 regulations. The amount of this claim shall not exceed 25% 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, lease payments, staffing costs, training, personnel including consultants, and/or fees associated to the licensure of the home. These items must be included in the most currently approved Start-Up Budget. The amount of this claim shall not exceed 10% 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 EBSH to accommodate four (4) adult residents. The total amount claimable under this milestone shall not exceed 15% of the total Agreement amount.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: June 6, 2024

TO: RCOC Board of Directors

FROM: Larry Landauer, Executive Director

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: **Approval of Property Acquisition Agreements with Non-Profit Housing Corporation, Brilliant Corners, for Development of One (1) Adult Residential Facility for Persons With Special Healthcare Needs – Behavioral, and Two (2) Enhanced Behavioral Supports Homes (CRDP Project Nos. 2324-9, 2324-10 and 2324-11)**

BACKGROUND:

The Department of Developmental Services (DDS) has made an allocation to RCOC's Community Resource Development Plan (CRDP) for the development of one (1) Adult Residential Facility for Persons with Special Healthcare Needs – Behavioral (ARFPSHN-B), and two (2) Enhanced Behavioral Supports Homes (EBSHs). These facilities will serve individuals with severe behaviors 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 homes, which separates ownership of the home from service delivery, so that a service provider can be changed without moving the residents. A non-profit corporation receives CRDP start-up funds to acquire and renovate a property; the non-profit corporation then leases the property to a service provider.

REASON FOR CURRENT ITEM:

DDS has allocated \$300,000 in CRDP start-up funding for the acquisition of a property to serve as an ARFPSHN-B, and \$350,000 in CRDP start-up funding per home (\$700,000 total) for the acquisition of two properties to serve as EBSHs. In February 2024, RCOC posted a Request for Proposals (RFP) for a non-profit housing corporation. Brilliant Corners was the only applicant. Based on Brilliant Corners' proposal and interview, as well as RCOC's prior experience with Brilliant Corners developing CRDP homes, the RFP Review Committee recommends approval of the Property Acquisition Agreement with Brilliant Corners for the development of one ARFPSHN-B and two EBSHs.

FISCAL IMPACT:

DDS has approved \$300,000 in CRDP start-up funds for one ARFPSHN-B property, and \$350,000 each, for a total of \$700,000, in CRDP start-up funds for two EBSH properties.

RECOMMENDATION:

That the Board approve the Property Acquisition Agreements as presented.

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

This **AGREEMENT** ("Agreement") is entered into and effective this ____ day of June, 2024 ("Date of Agreement"), by and between the **REGIONAL CENTER OF ORANGE COUNTY**, a California non-profit corporation located at 1525 N. Tustin Avenue, Santa Ana, California, hereinafter referred to as "RCOC," and **BRILLIANT CORNERS**, a California non-profit corporation located at 1390 Market Street Suite 405, San Francisco, California, hereinafter referred to as "NPO". This Agreement shall be administered by the Associate Director of Housing for RCOC or his/her designee (hereinafter referred to as the "Project Manager").

RECITALS

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

B. WHEREAS, DDS Guidelines for Purchasing and Developing Permanent Housing through the Regional Center Community Placement Plan for Fiscal Year 2017-18, as amended, are applicable to the use of CRDP funds and allow regional centers to contract with non-profit organizations to acquire property and/or modify existing housing to meet individuals' unique needs; and

C. WHEREAS, NPO desires to acquire property to be used for the development of an Adult Residential Facility for Persons with Special Healthcare Needs - Behavioral (ARFPSHN-B) to serve regional center persons served; and

D. WHEREAS, DDS has approved the expenditure of up to Three Hundred Thousand Dollars (\$300,000) for RCOC to contract with the NPO to acquire property to be leased to a third-party service provider to operate an ARFPSHN-B;

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

1. **SCOPE OF WORK.** NPO shall identify and acquire through purchase one (1) single family residence ("Property") to be leased to a third-party service provider and used in perpetuity as an ARFPSHN-B, as set forth in the Scope of Work attached hereto as Exhibit "A" and

incorporated herein by reference. For purposes of this Agreement "in perpetuity" shall mean a 99 year term.

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

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

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

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

5. **DELEGATION AND ASSIGNMENT.** NPO shall not delegate or assign or otherwise transfer its duties, nor assign its rights under this Agreement, either in whole or in part, without the prior written consent of Project Manager. The request must be in writing with a full explanation for the request. Any consent granted by Project Manager may be conditioned upon and subject to certain actions by NPO as determined by Project Manager. Any attempted assignment or delegation in derogation of this Section 5 shall be deemed void.

6. GENERAL INDEMNIFICATION.

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

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

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

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

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

a. Evidence of Coverage. Prior to commencement of any Work under this Agreement, NPO shall provide on an insurance industry approved form a Certificate of Insurance certifying that coverage as required in this Paragraph 7 has been obtained and remains in force for the period required by this Agreement. In addition, NPO shall produce a certified copy of the policy or policies to RCOC upon request. Each policy shall meet the following requirements:

i. Additional Insured Endorsement. Except for Worker's Compensation, each policy shall include an endorsement evidencing that the policy also applies to RCOC and DDS, their officers, directors, agents, employees and volunteers, as additional insureds against loss or

liability caused by or connected with NPO's performance or non-performance under this Agreement.

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

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

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

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

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

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

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

(3) Admitted in the State of California.

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

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

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

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

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

(1) The coverage shall include:

(a) Premises and Operations

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

(c) Personal Injury Liability.

(d) Property damage.

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

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

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

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

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

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

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

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

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

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

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

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

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

iii. Immediately and without further cause terminate this Agreement.

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

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

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

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

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

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

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

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

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

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

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

9. **MAXIMUM PAYMENT OBLIGATION.** The "Maximum Payment Obligation" of RCOC to NPO under this Agreement shall be Three Hundred Thousand Dollars (\$300,000) ("CRDP Funds").

a. The Maximum Payment Obligation shall apply to all Work. It is anticipated that the costs associated with completion of the Work will exceed \$300,000, 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 \$300,000, the Maximum Payment Obligation shall be deemed to be that lower amount. In the event that the Maximum Payment Obligation is less than \$300,000, RCOC shall retain the remaining CRDP Funds to be returned to DDS.

i. Renovation Funding. RCOC and NPO anticipate some renovation to the Property may be necessary in order for the Property to be used for an ARFPSHN-B. Renovation funding, if any, provided by RCOC for renovation costs will be negotiated as part of a separate agreement and is not provided for under this Agreement nor guaranteed. In the event that RCOC and NPO are unable to reach an agreement regarding funding for renovation costs, NPO shall be solely responsible for any and all costs associated with any and all renovations necessary in order for the Property to be used for an ARFPSHN-B.

ii. Financing. Subject to DDS approval, NPO shall be permitted to obtain funding for additional costs associated with acquisition of the Property above the Maximum Payment Obligation through a lender ("Senior Lender").

1. Under no circumstances shall CRDP Funds and the Senior Lender loan be utilized for the same cost or expense.

2. NPO shall obtain and provide to RCOC an executed Agreement to Provide Notice and Cure Rights from the Senior Lender in the form attached hereto as Appendix "G" to Exhibit "B" no later than the close of escrow.

3. Any Senior Lender loan on the Property shall not exceed a 15 year term, and shall not include adjustable rate or balloon payment loan options.

4. NPO shall provide a minimum down payment amount of 20% of the purchase price of the Property.

b. CRDP Funds shall be used only for eligible acquisition costs, as set forth in Exhibit "B."

c. CRDP Funds will be distributed as follows:

i. It is agreed that NPO will open an escrow account ("Escrow Account") for purchase of the Property with a mutually agreed upon escrow company ("Escrow Agent"). In addition to any escrow instructions agreed upon between NPO and the seller of the Property, escrow shall be governed by the DDS approved Escrow Instructions attached hereto as Appendix "L" to Exhibit "B" ("Escrow Instructions"). In the event of any inconsistencies between escrow instructions agreed upon between NPO and the seller of the Property and the Escrow Instructions, the Escrow Instructions shall control. Under no circumstances shall the Escrow Agent be permitted to close escrow on the Property until all of the requirements set forth in the Escrow Instructions have been satisfied.

ii. RCOC shall deposit the CRDP Funds into the Escrow Account in accordance with the Escrow Instructions, and not later than the last business day before the scheduled date for close of escrow, subject to the conditions set forth in this Agreement.

c. Funding Contingent Upon Appropriation. Notwithstanding anything in this Agreement to the contrary, RCOC's obligation to remit funds to NPO under this Agreement or to any Service Provider is conditioned on RCOC receipt of adequate funds from DDS to pay for such costs (the "Funding Contingency"). RCOC shall have the right and option to terminate this

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

10. CRDP FUND RECOUPMENT. As a condition of receiving funding under this Agreement, NPO is required to acquire and lease the Property to a third-party service provider to be used in perpetuity as an ARFPSHN-B for regional center persons served, as set forth in Exhibit "A." In addition, NPO is required to complete any and all requirements, improvements, work or activities to ensure that the Property meets all statutory and regulatory requirements to be utilized as an ARFPSHN-B. If for any reason NPO ceases to lease the Property during the 99 year term as required under the terms of this Agreement, or the Property is not eligible for use as an ARFPSHN-B, the funds provided under this Agreement shall immediately become due and payable as provided below. A temporary cessation of use of the Property by regional center persons served due to casualty or temporary condemnation not caused by the NPO shall not require the NPO to repay CRDP Funds.

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

b. If NPO ceases to lease the Property for use as an ARFPSHN-B or if the Property is determined not to meet all statutory and regulatory requirements to be utilized as an ARFPSHN-B in accordance with the terms of this Agreement at any time which is more than twenty (20) years but less than forty (40) years after the Property is acquired, then NPO shall immediately repay RCOC 80% of all CRDP Funds paid by RCOC pursuant to this Agreement.

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

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

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

11. **SECURITY.** As security for the completion of the Work set forth in Exhibit "A" in accordance with the provisions of this Agreement, the following documents shall be recorded on the Property as set forth in the Escrow Instructions:

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

Changes to the documents set forth in subsections (a) through (e) above and any future encumbrances against the Property are prohibited without the prior written consent of DDS. The documents in subsections (a) through (e) above may be recorded subordinate only to a DDS approved Senior Lender Deed of Trust.

12. **LEASE RATE.**

a. The lease rate ("Lease Rate") for the Property will be negotiated between NPO and the third-party service provider selected by RCOC, and shall be subject to RCOC approval.

b. Upon payment in full of the Senior Lender loan or upon the reduction or elimination of other operating costs, RCOC may require reasonable adjustments to the Lease Rate as RCOC, in its sole discretion, determines appropriate.

c. The lease agreement negotiated between NPO and the third-party service provider selected by RCOC shall comply with all requirements set forth in Exhibit "B."

13. **PROPERTY TAX EXEMPTION.** In the event that the third-party service provider selected by RCOC is a 501(c)(3) non-profit organization, NPO shall file a property tax exemption application as early as possible after the NPO purchases the Property and has signed a lease with

the third-party service provider, but no later than the first day the first regional center resident occupies the Property.

14. **REPLACEMENT RESERVE ACCOUNT.** NPO shall maintain a replacement reserve account for the Property and provide an annual accounting in accordance with the requirements set forth in Section IV.O.iv. of Exhibit "B."

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

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

- a. Pay or discharge the same; or
- b. Affect the release thereof by recording and delivering to RCOC a surety bond in sufficient form and amount, or otherwise; or
- c. Provide RCOC with other assurance that RCOC deems, in RCOC's sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of RCOC and DDS from the effect of such lien or bonded stop notice.

17. **RECORDS.**

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

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

b. Inspection and Access to Records. Without limiting any rights to access which RCOC may have irrespective of this Agreement, Project Manager and any authorized RCOC representatives shall have access to NPO's records for the purpose of monitoring performance and provision of the Work pursuant to this Agreement. NPO shall make available its records within the borders of Orange County within ten (10) days after receipt of written demand by Project

Manager or his/her designee. In the event NPO does not make available its records within the borders of Orange County, NPO agrees to pay all necessary and reasonable direct and indirect expenses incurred by RCOC or RCOC's designee necessary to obtain NPO's records.

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

18. **NOTICES.**

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

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

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

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

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

19. **TERM AND TERMINATION.**

a. Term of Agreement. The term of this Agreement shall commence on Date of the Agreement provided above and shall terminate one (1) year therefrom, unless earlier terminated pursuant to the provisions of this Section 19 of this Agreement.

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

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

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

c. Termination for Cause Due to Default of NPO. RCOC reserves the express right to terminate this Agreement for cause due to the default (as defined in Section 20) of NPO in its performance of obligations under this Agreement, provided that RCOC shall first provide NPO with written notice of any such default and, if such default is susceptible to cure, provide NPO with thirty (30) calendar days in which to cure such default to RCOC's satisfaction (in which event such notice of termination shall be deemed rescinded, and this Agreement shall remain in full force and effect in accordance with its terms). If NPO fails to cure the default within the thirty (30) day period, RCOC shall be entitled to terminate the Agreement for cause by providing NPO written notice thereof. In the event this Agreement is terminated pursuant to this subsection, NPO shall immediately repay RCOC all funds provided pursuant to this Agreement.

20. **DEFAULT.** Failure by NPO to perform and/or comply with any provision, covenant, or condition of this Agreement shall be a default of this Agreement. In the event of default RCOC may avail itself of any remedies available at law, in equity, or otherwise specified in this Agreement (including immediate termination for cause as set forth in Section 19(c) above).

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

22. **GENERAL TERMS AND CONDITIONS.**

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

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

c. Care of Work. NPO shall adopt reasonable methods during the term of this Agreement to furnish continuous protection to the Property, facilities, equipment, and persons providing the Work, and to the work product, records, and other papers to prevent losses or damages. NPO shall be responsible for all losses or damages, to persons or property (including real property, personal property, both tangible and intangible), except the losses or damages as may be caused by RCOC's sole negligence. The performance of Work by NPO shall not relieve NPO from any obligation to correct any incomplete, inaccurate, or defective work or service at no further cost to RCOC, when the inaccuracies are due to the negligence, action, or inaction of NPO.

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

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

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

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

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

i. Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

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

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

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

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

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

IN WITNESS WHEREOF, RCOC and NPO have executed this Agreement in the County of Orange, State of California.

REGIONAL CENTER OF ORANGE COUNTY

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

BRILLIANT CORNERS

Name/Title: _____

EXHIBIT "A"
SCOPE OF WORK

Brilliant Corners ("NPO") shall identify and acquire through purchase one (1) single family residence ("Property") to be leased to a third-party service provider selected by RCOC ("Service Provider") and used in perpetuity as an ARFPSHN-B. ARFPSHN-B shall mean an Adult Residential Facility for People with Special Health Needs - Behavioral, licensed by the Department of Social Services Community Care Licensing Division, and providing 24 hour health care and intensive support in a homelike setting for five residents with disabilities as outlined in Welfare and Institutions Code section 4684.50(a)(1). The Property shall be located in a residential neighborhood that is deemed to be safe, within close proximity to necessary services and supports, transportation, employment, and recreational activities. NPO shall renovate the home as necessary to meet all statutory or regulatory requirements for the Property to be utilized as an ARFPSHN-B, as well as to meet the unique needs of the regional center consumers that will reside there. Selection of the Property shall be subject to the approval of RCOC. Upon RCOC approval of the Property, NPO shall complete the steps to purchase the Property as set forth below. Acquisition of the Property shall be completed no later than one hundred twenty (120) days from the Date of Agreement.

NPO will research available properties within the target area, using all means available. The Property selected shall be at a minimum four to five bedrooms and/or adequate square footage to renovate the home to accommodate identified residents. In addition, adequate storage space including an enclosed garage area, backyard, and/or frontage area to allow for off-street parking for staff and visitors will be a priority.

NPO shall provide a minimum down payment amount of 20% of the Property purchase price. In addition, NPO shall provide a detailed sources and uses of funds schedule to RCOC. This schedule shall detail the funds necessary for the acquisition of the Property, and shall include but not be limited to, down payment costs, due diligence costs, closing costs, property inspections and replacement reserve analysis, developer fees, legal, accounting, consultant, and project managers fees, lenders title insurance, and/or home warranty contracts. NPO shall also obtain an appraisal of the value of the Property. An appraisal report completed for the Senior Lender shall be sufficient to meet this requirement. Under no circumstances shall the purchase price for the Property exceed the appraised value of the Property.

Following acquisition of the Property, NPO shall lease the Property to a third-party service provider selected by RCOC for the purpose of delivery of services. NPO shall ensure the Property is ready for occupancy, including any and all necessary renovations, no later than six (6) months from the date of close of escrow.

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

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

This **AGREEMENT** ("Agreement") is entered into and effective this ____ day of June, 2024 ("Date of Agreement"), by and between the **REGIONAL CENTER OF ORANGE COUNTY**, a California non-profit corporation located at 1525 N. Tustin Avenue, Santa Ana, California, hereinafter referred to as "RCOC," and **BRILLIANT CORNERS**, a California non-profit corporation located at 1390 Market Street Suite 405, San Francisco, California, hereinafter referred to as "NPO". This Agreement shall be administered by the Associate Director of Housing for RCOC or his/her designee (hereinafter referred to as the "Project Manager").

RECITALS

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

B. WHEREAS, DDS Guidelines for Purchasing and Developing Permanent Housing through the Regional Center Community Placement Plan for Fiscal Year 2017-18, as amended, are applicable to the use of CRDP funds and allow regional centers to contract with non-profit organizations to acquire property and/or modify existing housing to meet individuals' unique needs; and

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

D. WHEREAS, DDS has approved the expenditure of up to Three Hundred Fifty Thousand Dollars (\$350,000) for RCOC to contract with the NPO to acquire property to be leased to a third-party service provider to operate an EBSH;

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

1. **SCOPE OF WORK.** NPO shall identify and acquire through purchase one (1) single family residence ("Property") to be leased to a third-party service provider and used in perpetuity as an EBSH, as set forth in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference. For purposes of this Agreement "in perpetuity" shall mean a 99 year term.

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

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

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

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

5. **DELEGATION AND ASSIGNMENT.** NPO shall not delegate or assign or otherwise transfer its duties, nor assign its rights under this Agreement, either in whole or in part, without the prior written consent of Project Manager. The request must be in writing with a full explanation for the request. Any consent granted by Project Manager may be conditioned upon and subject to certain actions by NPO as determined by Project Manager. Any attempted assignment or delegation in derogation of this Section 5 shall be deemed void.

6. **GENERAL INDEMNIFICATION.**

a. **NPO Indemnification of RCOC.** NPO agrees that, except for the sole negligence of RCOC, NPO shall indemnify, defend, hold harmless RCOC, and its officers, agents, and employees from and against any and all liability, claims, losses and demands, damages to property

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

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

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

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

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

a. Evidence of Coverage. Prior to commencement of any Work under this Agreement, NPO shall provide on an insurance industry approved form a Certificate of Insurance certifying that coverage as required in this Paragraph 7 has been obtained and remains in force for the period required by this Agreement. In addition, NPO shall produce a certified copy of the policy or policies to RCOC upon request. Each policy shall meet the following requirements:

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

(1) Primary Insurance Endorsement. Each policy shall include an endorsement evidencing that the policy afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by DDS or RCOC, their officers, directors,

agents, and employees shall be excess only and not contributing with insurance provided under this policy.

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

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

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

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

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

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

(3) Admitted in the State of California.

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

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

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

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

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

(1) The coverage shall include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

iii. Immediately and without further cause terminate this Agreement.

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

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

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

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

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

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

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

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

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

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

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

9. **MAXIMUM PAYMENT OBLIGATION.** The "Maximum Payment Obligation" of RCOC to NPO under this Agreement shall be Three Hundred Fifty Thousand Dollars (\$350,000) ("CRDP Funds").

a. The Maximum Payment Obligation shall apply to all Work. It is anticipated that the costs associated with completion of the Work will exceed \$350,000, 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 \$350,000, the Maximum Payment Obligation shall be deemed to be that lower amount. In the event that the Maximum Payment Obligation is less than \$350,000, RCOC shall retain the remaining CRDP Funds to be returned to DDS.

i. Renovation Funding. RCOC and NPO anticipate some renovation to the Property may be necessary in order for the Property to be used for an EBSH. Renovation funding, if any, provided by RCOC for renovation costs will be negotiated as part of a separate agreement and is not provided for under this Agreement nor guaranteed. In the event that RCOC and NPO

are unable to reach an agreement regarding funding for renovation costs, NPO shall be solely responsible for any and all costs associated with any and all renovations necessary in order for the Property to be used for an EBSH.

ii. Financing. Subject to DDS approval, NPO shall be permitted to obtain funding for additional costs associated with acquisition of the Property above the Maximum Payment Obligation through a lender ("Senior Lender").

1. Under no circumstances shall CRDP Funds and the Senior Lender loan be utilized for the same cost or expense.

2. NPO shall obtain and provide to RCOC an executed Agreement to Provide Notice and Cure Rights from the Senior Lender in the form attached hereto as Appendix "G" to Exhibit "B" no later than the close of escrow.

3. Any Senior Lender loan on the Property shall not exceed a 15 year term, and shall not include adjustable rate or balloon payment loan options.

4. NPO shall provide a minimum down payment amount of 20% of the purchase price of the Property.

b. CRDP Funds shall be used only for eligible acquisition costs, as set forth in Exhibit "B."

c. CRDP Funds will be distributed as follows:

i. It is agreed that NPO will open an escrow account ("Escrow Account") for purchase of the Property with a mutually agreed upon escrow company ("Escrow Agent"). In addition to any escrow instructions agreed upon between NPO and the seller of the Property, escrow shall be governed by the DDS approved Escrow Instructions attached hereto as Appendix "L" to Exhibit "B" ("Escrow Instructions"). In the event of any inconsistencies between escrow instructions agreed upon between NPO and the seller of the Property and the Escrow Instructions, the Escrow Instructions shall control. Under no circumstances shall the Escrow Agent be permitted to close escrow on the Property until all of the requirements set forth in the Escrow Instructions have been satisfied.

ii. RCOC shall deposit the CRDP Funds into the Escrow Account in accordance with the Escrow Instructions, and not later than the last business day before the scheduled date for close of escrow, subject to the conditions set forth in this Agreement.

c. Funding Contingent Upon Appropriation. Notwithstanding anything in this Agreement to the contrary, RCOC's obligation to remit funds to NPO under this Agreement or to any Service Provider is conditioned on RCOC receipt of adequate funds from DDS to pay for such costs (the "Funding Contingency"). RCOC shall have the right and option to terminate this Agreement on 30 days' notice to NPO without liability, and such termination shall be deemed a failure of the Funding Contingency if (1) RCOC does not receive the funds necessary to retain NPO's services hereunder or a Service Provider's services at the Property; or (2) RCOC receives funds for NPO under this Agreement or a Service Provider's services but RCOC determines that

such funds are inadequate to pay for all of the vendor services and other expenses which RCOC expects to incur in such fiscal year relating to the Property. If there is a failure of the Funding Contingency, then (1) RCOC shall have no liability to pay funds to NPO under this Agreement or any Service Provider (other than funds for services previously validly performed by NPO and for which RCOC has received funding) or to furnish any other consideration under this Agreement; and (2) neither party shall be obligated to further perform any provisions of this Agreement (other than those obligations intended to survive termination of this Agreement). In the event RCOC exercises the Funding Contingency, RCOC agrees to use best efforts to negotiate a workout for the Property.

10. CRDP FUND RECOUPMENT. As a condition of receiving funding under this Agreement, NPO is required to acquire and lease the Property to a third-party service provider to be used in perpetuity as an EBSH for regional center persons served, as set forth in Exhibit "A." In addition, NPO is required to complete any and all requirements, improvements, work or activities to ensure that the Property meets all statutory and regulatory requirements to be utilized as an EBSH. If for any reason NPO ceases to lease the Property during the 99 year term as required under the terms of this Agreement, or the Property is not eligible for use as an EBSH, the funds provided under this Agreement shall immediately become due and payable as provided below. A temporary cessation of use of the Property by regional center persons served due to casualty or temporary condemnation not caused by the NPO shall not require the NPO to repay CRDP Funds.

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

b. If NPO ceases to lease the Property for use as an EBSH or if the Property is determined not to meet all statutory and regulatory requirements to be utilized as an EBSH in accordance with the terms of this Agreement at any time which is more than twenty (20) years but less than forty (40) years after the Property is acquired, then NPO shall immediately repay RCOC 80% of all CRDP Funds paid by RCOC pursuant to this Agreement.

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

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

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

11. **SECURITY.** As security for the completion of the Work set forth in Exhibit "A" in accordance with the provisions of this Agreement, the following documents shall be recorded on the Property as set forth in the Escrow Instructions:

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

Changes to the documents set forth in subsections (a) through (e) above and any future encumbrances against the Property are prohibited without the prior written consent of DDS. The documents in subsections (a) through (e) above may be recorded subordinate only to a DDS approved Senior Lender Deed of Trust.

12. **LEASE RATE.**

- a. The lease rate ("Lease Rate") for the Property will be negotiated between NPO and the third-party service provider selected by RCOC, and shall be subject to RCOC approval.
- b. Upon payment in full of the Senior Lender loan or upon the reduction or elimination of other operating costs, RCOC may require reasonable adjustments to the Lease Rate as RCOC, in its sole discretion, determines appropriate.
- c. The lease agreement negotiated between NPO and the third-party service provider selected by RCOC shall comply with all requirements set forth in Exhibit "B."

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

14. **REPLACEMENT RESERVE ACCOUNT.** NPO shall maintain a replacement reserve account for the Property and provide an annual accounting in accordance with the requirements set forth in Section IV.O.iv. of Exhibit "B."

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

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

- a. Pay or discharge the same; or
- b. Affect the release thereof by recording and delivering to RCOC a surety bond in sufficient form and amount, or otherwise; or
- c. Provide RCOC with other assurance that RCOC deems, in RCOC's sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of RCOC and DDS from the effect of such lien or bonded stop notice.

17. **RECORDS.**

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

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

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

c. Reports. Upon request by the Project Manager, NPO shall submit a written progress report addressing the objectives and timelines identified in the Scope of Work and shall

describe the Work performed, progress toward the objective of the Agreement, difficulties encountered during the reporting period, and any remedial/corrective action taken.

18. NOTICES.

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

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

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

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

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

19. TERM AND TERMINATION.

a. Term of Agreement. The term of this Agreement shall commence on Date of the Agreement provided above and shall terminate one (1) year therefrom, unless earlier terminated pursuant to the provisions of this Section 19 of this Agreement.

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

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

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

c. Termination for Cause Due to Default of NPO. RCOC reserves the express right to terminate this Agreement for cause due to the default (as defined in Section 20) of NPO in its performance of obligations under this Agreement, provided that RCOC shall first provide NPO with written notice of any such default and, if such default is susceptible to cure, provide NPO with thirty (30) calendar days in which to cure such default to RCOC's satisfaction (in which event such notice of termination shall be deemed rescinded, and this Agreement shall remain in full force and effect in accordance with its terms). If NPO fails to cure the default within the thirty (30) day period, RCOC shall be entitled to terminate the Agreement for cause by providing NPO written notice thereof. In the event this Agreement is terminated pursuant to this subsection, NPO shall immediately repay RCOC all funds provided pursuant to this Agreement.

20. **DEFAULT.** Failure by NPO to perform and/or comply with any provision, covenant, or condition of this Agreement shall be a default of this Agreement. In the event of default RCOC may avail itself of any remedies available at law, in equity, or otherwise specified in this Agreement (including immediate termination for cause as set forth in Section 19(c) above).

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

22. **GENERAL TERMS AND CONDITIONS.**

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

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

c. Care of Work. NPO shall adopt reasonable methods during the term of this Agreement to furnish continuous protection to the Property, facilities, equipment, and persons providing the Work, and to the work product, records, and other papers to prevent losses or damages. NPO shall be responsible for all losses or damages, to persons or property (including real property, personal property, both tangible and intangible), except the losses or damages as may be caused by RCOC's sole negligence. The performance of Work by NPO shall not relieve NPO from any obligation to correct any incomplete, inaccurate, or defective work or service at no further cost to RCOC, when the inaccuracies are due to the negligence, action, or inaction of NPO.

d. Severability. If a court of competent jurisdiction declares any provision of this Agreement or its application to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state, or county statute, ordinance, or regulation, the

remaining provisions of this Agreement or its application shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

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

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

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

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

i. Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

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

k. Waiver of Jury Trial. Both RCOC and NPO agree and acknowledge that each is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its

rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, expressly and knowingly waives and releases all rights to trial by jury in any action, proceeding or counterclaim brought by any party against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters of any kind or type arising out of or in any way connected with this Agreement and/or any other claim of injury or damage.

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

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

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

IN WITNESS WHEREOF, RCOC and NPO have executed this Agreement in the County of Orange, State of California.

REGIONAL CENTER OF ORANGE COUNTY

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

BRILLIANT CORNERS

Name/Title: _____

EXHIBIT "A"
SCOPE OF WORK

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

The Property shall be located in a residential neighborhood that is deemed to be safe, within close proximity to necessary services and supports, transportation, employment, and recreational activities. NPO shall renovate the home as necessary to meet all statutory and regulatory requirements for the Property to be utilized as an EBSH, as well as to meet the unique needs of the regional center persons served that will reside there. Selection of the Property shall be subject to the approval of RCOC. Upon RCOC approval of the Property, NPO shall complete the steps to purchase the Property as set forth below. Acquisition of the Property shall be completed no later than one hundred twenty (120) days from the Date of Agreement, unless an extension is approved by RCOC in writing, in RCOC's sole discretion.

NPO will research available properties within the target area, using all means available. The Property selected shall be at a minimum four to five bedrooms and/or adequate square footage to renovate the home to accommodate identified residents. In addition, adequate storage space including an enclosed garage area, backyard, and/or frontage area to allow for off-street parking for staff and visitors will be a priority.

NPO shall provide a minimum down payment amount of 20% of the Property purchase price. In addition, NPO shall provide a detailed sources and uses of funds schedule to RCOC. This schedule shall detail the funds necessary for the acquisition of the Property, and shall include but not be limited to, down payment costs, due diligence costs, closing costs, property inspections and replacement reserve analysis, developer fees, legal, accounting, consultant, and project managers fees, lenders title insurance, and/or home warranty contracts. NPO shall also obtain an appraisal of the value of the Property. An appraisal report completed for the Senior Lender shall be sufficient to meet this requirement. Under no circumstances shall the purchase price for the Property exceed the appraised value of the Property.

Following acquisition of the Property, NPO shall lease the Property to a third-party service provider selected by RCOC for the purpose of delivery of services. NPO shall ensure the Property is ready for occupancy, including any and all necessary renovations, no later than six (6) months from the date of close of escrow.

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

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: June 6, 2024

TO: RCOC Board of Directors

FROM: Larry Landauer, Executive Director

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: **Approval of Property Renovation Agreement with Non-Profit Housing Corporation, Brilliant Corners, for Development of an Adult Residential Facility for Persons with Special Healthcare Needs - Behavioral (CRDP Project No. 2324-9)**

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 ARFPSHN-B, which separates ownership of the home from service delivery, so that a service provider can be changed without moving the residents. A non-profit corporation receives CRDP start-up funds to acquire and renovate a property; the non-profit corporation then leases the property to a service provider.

REASON FOR CURRENT ITEM:

DDS has allocated \$400,000 in CRDP start-up funding for the renovation of a property to serve as an ARFPSHN-B. In February 2024, RCOC posted a Request for Proposals (RFP) for a non-profit housing corporation. Brilliant Corners was the only applicant. Based on Brilliant Corners' proposal and interview, as well as RCOC's prior experience with Brilliant Corners developing CRDP homes, the RFP Review Committee recommends approval of the Property Renovation Agreement with Brilliant Corners for the development of an ARFPSHN-B.

FISCAL IMPACT:

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

RECOMMENDATION:

That the Board approve the Property Renovation Agreement as presented.

AGREEMENT
BY AND BETWEEN
REGIONAL CENTER OF ORANGE COUNTY
AND
BRILLIANT CORNERS
FOR DEVELOPMENT OF HOUSING
RCOC CRDP PROJECT NO. 2324-9

This **AGREEMENT** (“Agreement”) is entered into and effective this ____ day of June, 2024 (“Date of Agreement”), by and between the **REGIONAL CENTER OF ORANGE COUNTY**, a California non-profit corporation located at 1525 N. Tustin Avenue, Santa Ana, California, hereinafter referred to as "RCOC," and **BRILLIANT CORNERS**, a California non-profit corporation located at 1390 Market Street Suite 405, San Francisco, California, hereinafter referred to as "NPO". This Agreement shall be administered by the Associate Director of Housing for RCOC or his/her authorized designee (hereinafter referred to as the “Project Manager”).

RECITALS

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

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

C. WHEREAS, NPO desires to acquire and renovate property to be used for the development of an Adult Residential Facility for Persons with Special Healthcare Needs - Behavioral (“ARFPSHN-B”) to serve regional center Persons Served; and

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

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

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

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

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

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

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

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

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

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

6. GENERAL INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Admitted in the State of California.

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

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

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

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

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

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

(1) The coverage shall include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

iii. Immediately and without further cause terminate this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **RENOVATION WORK.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

e. Deadline to Expend Funds. Notwithstanding anything in this Agreement to the contrary, the deadline for RCOC to disburse renovation funds to NPO is June 30, 2026, and NPO must submit invoices no later than March 5, 2026; NPO must therefore complete all renovations prior to March 5, 2026, unless directed otherwise in writing by RCOC. All of RCOC's disbursements are conditioned upon NPO's compliance with the project milestones for the Property by such deadline; provided, however, the deadline for NPO to satisfy the Second Milestone for the Property shall be the earlier of the above deadline date or the 90th day after NPO purchases the Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. The Reserve Account.

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

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

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

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

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

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

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

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

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

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

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

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

17. **RECORDS.**

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

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

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

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

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

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

19. NOTICES.

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

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

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

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

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

20. TERM AND TERMINATION.

a. Term of Agreement. The term of this Agreement shall commence on Date of the Agreement provided above and shall remain in effect for so long as NPO owns the Property, unless earlier terminated pursuant to the provisions of this Section 20 of this Agreement.

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

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

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

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

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

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

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

24. **GENERAL TERMS AND CONDITIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REGIONAL CENTER OF ORANGE COUNTY

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

BRILLIANT CORNERS

Name/Title:_____

EXHIBIT "A"
SCOPE OF WORK

Brilliant Corners ("NPO") shall renovate and maintain one (1) single family residence ("Property") acquired pursuant to the Acquisition Agreement to be leased to a third-party service provider selected by RCOC ("Service Provider") and used in perpetuity as an ARFPSHN-B. ARFPSHN-B shall mean an Adult Residential Facility for People with Special Health Needs- Behavioral, licensed by the Department of Social Services Community Care Licensing Division, and providing 24 hour health care and intensive support in a homelike setting for five residents with disabilities as outlined in Welfare and Institutions Code section 4684.50(a)(1). NPO shall renovate the home as necessary to meet all statutory and regulatory requirements for the Property to be utilized as an ARFPSHN-B, as well as to meet the unique needs of the identified regional center persons served that will reside there. NPO shall only be reimbursed for eligible renovation costs, as set forth in Section VII.B. of Exhibit "B", unless otherwise approved in advance by RCOC. NPO shall take all actions reasonably within its control to have the Property ready for occupancy by persons served no later than six (6) months from the date of close of escrow.

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

EXHIBIT C
FORM OF CERTIFICATE OF ACCEPTANCE

CERTIFICATE OF ACCEPTANCE

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

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

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

The Commencement Date is: _____.

The Rent Reduction Period commences as of: _____.

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

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

AGREED AND ACCEPTED BY:

LANDLORD:

BRILLIANT CORNERS, a California
nonprofit public benefit corporation

By: _____

Name: _____

Its: _____

TENANT:

_____, a _____

By: _____

Name: _____

Its: _____

EXHIBIT D
ADDENDUM TO LEASE

ADDENDUM TO LEASE

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

The parties further agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Assignment, Subletting and Lease Modifications

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

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

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

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

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

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

10. Changes in Rent.

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

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

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

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

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

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

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

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

“Landlord”

BRILLIANT CORNERS,
a California nonprofit corporation

By _____
William F. Pickel, CEO

“Tenant”

By: _____
Name: _____
Title: _____

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: June 6, 2024

TO: RCOC 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 ABEDI for Development of an Enhanced Behavior Management Adult Day Program (CRDP Project No. 2324-6)**

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 Behavior Management Adult Day Program (EBMADP). This site-based program will serve up to thirty individuals who are not currently receiving adult day services due to the severity of their overall needs.

REASON FOR CURRENT ITEM:

DDS has allocated \$250,000 in CRDP start-up funding for the service provider that will operate the EBMADP. In March 2024, RCOC posted a Request for Proposals (RFP) for a service provider; two responses were received. The RFP Review Committee evaluated the proposals and interviewed the applicants. ABEDI received the higher score and is recommended by the RFP Review Committee.

FISCAL IMPACT:

DDS has allocated \$250,000 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
ENHANCED BEHAVIOR MANAGEMENT ADULT DAY PROGRAM (EBMADP)
BETWEEN REGIONAL CENTER OF ORANGE COUNTY
AND
ADVANCEMENT FOR BEHAVIORAL AND EDUCATIONAL DEVELOPMENT
AND INTERVENTION, INC.**

RCOC CRDP PROJECT NO. 2324-6

This agreement ("Agreement") is made and entered into this ____ day of June, 2024 ("Effective Date"), by and between the Regional Center of Orange County, a California nonprofit corporation ("RCOC") and Advancement for Behavioral and Educational Development and Intervention, Inc., a California corporation dba ABEDI ("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 new Enhanced Behavior Management Adult Day Program ("EBMADP") to meet the needs of adult RCOC Persons Served; and

WHEREAS, Contractor submitted a proposal ("Contractor's Proposal") to develop an EBMADP to serve RCOC Persons Served in response to RCOC's Request for Proposals dated March 21, 2024 ("RFP"); and

WHEREAS, Contractor will develop a site-based EBMADP licensed through the Department of Social Services Community Care Licensing Division in accordance with California Code of Regulations, Title 22 requirements (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 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 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. To the extent provided in this Agreement, Contractor agrees to develop an EBMADP located at a site approved by RCOC in RCOC's service area. The Program shall be prepared to serve up to thirty (30) participants referred by RCOC who have unique challenges, including a combination of severe behavioral and socio-communicative challenges, as well as self-care deficits. All staff shall be trained in approved behavior management intervention strategies, with ongoing training in the areas of positive behavioral support, and be certified in non-violent crisis intervention techniques (i.e., Crisis Prevention Intervention) prior to providing direct support to Persons Served.
- c. The Program shall be licensed in accordance with the DSS-CCLD regulations, Title 22 of the California Code of Regulations, serving persons with developmental disabilities.

- d. Contractor agrees and understands that there will likely be a delay between the effective date of the Program license and the start date of RCOC Persons Served. A plan will be developed for each RCOC Person Served, which may require, among other things, face-to-face meetings and meetings at the Program.
- e. Contractor shall develop a program design to operate the Program that meets the requirements of operation set forth in Title 17 and Title 22 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 RCOC Persons Served begin attending 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 that require restricted or non-restricted health care plans. Contractor will be vendored under miscellaneous service code 063 – Community Activities Support Services – at the rate established by DDS. It is anticipated that Health and Safety Waivers may be appropriate to meet the needs of some RCOC Persons Served. Contractor understands and agrees that the decision to apply for a Health and Safety Waiver is within RCOC’s sole discretion, and the approval of Health and Safety Waivers by DDS is not guaranteed.
- h. Prior to the start date of the first Person Served, Contractor shall hire and train all staff necessary to meet regulatory requirements, the Program’s program design, and the needs of Persons Served as identified in their Individual Program Plan.
- i. The Program shall be fully operational and ready to provide services to RCOC Persons Served within one hundred twenty (120) days of the Effective Date. The Parties agree that having the Program operational within this timeframe is dependent in part on securing and developing a site, and some factors may be beyond Contractor’s control. Contractor shall exercise all due diligence on its part to be fully operational within the 120 day timeframe, and under no circumstances shall the operational date extend beyond December 31, 2025.

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:

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:

Advancement for Behavioral and Educational
Development and Intervention
dba ABEDI, Inc.
Attn: Katie Bruellet and Rebecca Woode
315 Centennial Way
Tustin, CA 92780
Phone: 949-250-1101

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 start of the first RCOC Person Served, and under no circumstances later than March 1, 2026. 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 \$150,000. $120 - 48 = 72$; $72 \div 120 = 60\%$; $60\% \times \$250,000 = \$150,000$. 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 EBMADP 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 EBMADP; 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 EBMADP. 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.

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” ABEDI

By: _____

Name/Title: _____

Exhibit A

REQUEST FOR PROPOSALS

Exhibit B

**CONTRACTOR PROPOSAL
(Not including financial information)**



Advancement for Behavioral & Educational Development & Intervention

RCOC Request for Proposal – EBMADP2324

April 2024

FACE SHEET

RFP#: EBMADP2324		Submitted: April 12, 2024
Agency Name: ABEDI, Inc.		
Contact: Katie Bruellet, Rebecca Woode		
Contact Phone: 949-250-1101		
Mailing Address: 315 Centennial Way, Tustin, CA 92780		
Individuals/Consultants Involved in Writing Proposal: <ul style="list-style-type: none">1. Katie Bruellet, Director of Behavior Services2. Rebecca Woode, Clinical Supervisor of Behavior Services3. Chelsea Barrera, Lead Supervisor, PRIDE Day Program4. Susan Caraway, SLC Consulting - Outside Consultant (see attachment #3)		
Current Regional Center Vendorizations:		
RCOC	NLARC	WRC (guest vendor)
PM1821	PL0831	PL0831
PM2321	PL1183	PL0868
PM2298	PL1308	PL1854
PM2307	PL1904	
HM1084	PL0686	
HM1085	PL1233	
	PL1854	
	PL1905	

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SECTION I: EXPERIENCE AND BACKGROUND

A. Agency Qualifications

Established in 2005, ABEDI, Inc. is a highly regarded organization that provides a variety of support services to people with developmental disabilities and behavioral challenges. Since its inception, ABEDI's primary focus has been to provide support to children and adults with significant and complex behavioral issues in their homes and communities. ABEDI initially began providing in-home Applied Behavior Analysis. Over time, ABEDI has expanded its array of services and now provides Behavior Respite Services and Adult Day Behavior Management and Employment Services to adults with developmental disabilities.

ABEDI, Inc. currently provides service to 137 participants in the RCOC catchment area and 90 participants in the NLARC/WRC catchment areas. In addition to regional center services, ABEDI provides consultation services to 2 school districts, 14 group homes, and 3 adult day programs.

Based on its long history of both behavioral services and community-based vocational services, ABEDI is uniquely qualified to develop the Enhanced Behavior Management Adult Day Program (EBMADP). ABEDI possesses a valuable combination of expertise and practical experience to meet the needs of individuals with unique and complicated needs. ABEDI has a team of professionals who are already providing both behavior services and community-based employment services and are eager to expand into this program. ABEDI is very aware of those individuals who are often left without adult day service options, and consistently advocates for creative and unique options. In fact, ABEDI currently provides adult day services to one individual "in lieu" of other available day programs and understands the need to develop services for such individuals.

In all areas of support services, ABEDI is committed to:

- individualized supports to all participants;
- non-aversive, positive practices;
- innovative, superior, and comprehensive services directed toward improved quality of life outcomes for participants;
- evidence-based practices;
- least intrusive and least restrictive methods and settings; and
- employee growth and support, given the unique challenges associated with the profession

B. Leadership Qualifications

- **Clinical Director & Owner: Dr. Maryam Abedi** has over 35 years of professional experience in the field of developmental disabilities and challenging behavior. As the Clinical Director of ABEDI, Inc., Dr. Abedi oversees all clinical functions of the organization. She also consults with families of individuals with developmental disabilities, schools, residential facilities, and adult foster family agencies. Dr. Abedi provides clinical supervision to ABEDI employees pursuing licensing.

Prior to establishing ABEDI, Inc., Dr. Abedi was an original team member at The Institute for Applied Behavior Analysis (IABA), a leader in the field of behavior analysis, non-aversive

behavior intervention, community integration, and quality assurance. During her long tenure at IABA, Dr. Abedi established one of the first supported living services in the country offering 24/7 support, specifically designed for people with severe and challenging behavior, a service which is still thriving. Dr. Abedi also led the implementation of a unique pilot project assisting individuals with extremely challenging behaviors who had lived in long-term or lifelong residents in institutions transition into community living.

Dr. Abedi has conducted various seminars and workshops on the topics of non-aversive behavior management strategies and staff development, both locally and nationally. Dr. Abedi is a Board-Certified Behavior Analyst and a licensed Marriage and Family Therapist. She is the co-author of *The Periodic Service Review: An Innovative Approach to Total Quality Assurance Systems for Human Service and Educational Organizations (1994).*

- **Director of Behavior Services: Katie Bruellet** is a Board-Certified Behavior Analyst (BCBA) and the Director of Behavior Services at ABEDI. With almost 20 years in the field, Katie has been providing supports to individuals with developmental disabilities across a wide range of settings, including schools, day programs, in-home settings and group homes. Katie has been an integral member of ABEDI since 2011. In her current role, Katie provides clinical oversight of ABEDI's PRIDE, ABA, and behavior respite services. Beyond her professional responsibilities, Katie is deeply involved in her community, serving as the Challenger Commissioner for the Ladera Ranch Challenger League and manager of the Ladera Ranch Dodgers.
- **Clinical Supervisor: Rebecca Woode** is a Board-Certified Behavior Analyst, currently serving as ABEDI's Clinical Supervisor, where she provides oversight to the ABA department and leads a team of five BCBA's. Rebecca began her career in 2010 and has extensive experience in the field of ABA, with a particular focus on individuals exhibiting severe maladaptive behaviors. Her expertise lies in utilizing functional communication strategies to effectively reduce problem behaviors. Rebecca is deeply engaged in her community, serving as the Vice Chair and voting member of Saddleback District's Community Advisory Committee. Rebecca also dedicates her time as an assistant coach for one of the Challenger League baseball teams, further demonstrating her passion for supporting individuals with developmental disabilities.
- **Crisis Prevention Trainer/BCBA: Lizeth Guillen** is a Board-Certified Behavior Analyst and a certified CPI instructor. Since 2018, Lizeth has been actively engaged in the field, gaining valuable experience working in both in-home ABA and day programs across Orange County. In her current position, Lizeth provides guidance and support to staff encountering behavioral challenges. Additionally, she provides crucial behavioral consultation services to day programs throughout Orange County, utilizing her expertise to enhance program effectiveness and positive client outcomes.
- **Lead Supervisor, PRIDE Day/Employment Services: Chelsea Barrera** is a Registered Behavior Technician (RBT) who is currently pursuing her master's degree in Applied Behavior Analysis while gaining supervised experience hours toward BCBA Certification. Additionally, Chelsea

holds ARCE certification and has prior experience as a medical assistant, adding to her diverse skill set and background. Chelsea began her career in the field as a job coach. She joined ABEDI in 2015 as a Job Coach and is now the Lead Supervisor of PRIDE Services, an employment, behavior management day program and has steadily grown in the organization, taking on various roles within multiple departments. Within the ABA sector, Chelsea excels as the lead parent trainer and supervisor, highlighting her leadership and clinical competence.

SECTION II: PROGRAM DESIGN AND START UP SUMMARY

A. Purpose & Goals of Program: ABEDI believes all persons with developmental disabilities should have the opportunity to live a life like their typically functioning peers, regardless of the severity of behavior challenges, skills deficits, self-care needs, and/or their need for a high level of supervision. ABEDI recognizes that there is a gap in day program services designed for those particular individuals who have the most intense needs and therefore require a unique and creative approach to support them in the community.

“EBMADP” is intended to fulfill this unmet need by developing a licensed, adult day program that provides an environment in which behavioral challenges and skill deficits can be addressed in a comfortable, least restrictive setting with access the community on a consistent basis. The site will be operated as part of its community and views the community as an extension of the program. Activities will be offered both on site and in the community at large and will allow for a flexible and nimble balance between site-based and community-based activities, based entirely on the needs of each participant. “EBMADP” will provide opportunity to engage in activities of participant’s choice, develop meaningful relationships, obtain volunteer and/or paid employment, and engage in social/recreational activities while also addressing behavior challenges and skill deficits. Each participant’s service will be guided by an Individualized Service Plan which will specify the areas of instruction, behavior reduction and replacement behaviors, self-care deficits and social and communication skills to be targeted.

Person Centered Planning (PCP) is the foundational tool to be used to guide the types of supports provided to each participant. PCP is an ongoing process that guides and organizes the specific services the participant, or focus person, receives. For the PCP process to be implemented effectively, a team comprised of individuals who are committed to the focus person’s quality of life, come together to develop the plan for services. A key component is to place the participant, the “focus person”, at the center of their own services. This requires acknowledging the totality of the “whole person”, recognizing their strengths, needs, wishes and desires, likes and dislikes and personal goal in addition to their needs and challenges. This approach guides the development of a customized Individualized Support Plan (ISP), in which the individual’s goals are specified, along with the strategies to be implemented to help the participant achieve them, including areas of skill acquisition, challenging behaviors, replacement behaviors, self-care needs, and social and communication needs. Measurable outcomes will be established and the participant’s progress toward them will be regularly assessed by on-staff BCBA’s and using evidence-based methods and criteria.

“EBMADP”’s core values include:

- person centered choice;
- community presence and participation;
- building and utilizing natural supports;
- circle of support involvement;
- reduction of challenging behaviors which prevent integration in typical day services;
- collaborative relationships;
- productive living;
- relationship building;
- respect, and dignity, regardless of the severity of a participant’s needs

Program Location: While the specific location must be determined, it will be located in RCOC’s catchment area and will have the following characteristics:

- Will meet the requirements for Community Care Licensing;
- Close to OCTA transportation routes;
- Close to a park and/or outdoor spaces that can be used for activities;
- Close to shopping, restaurants, and other community resources;
- Accessible to non-ambulatory individuals, or can be modified to be accessible;
- Will have or will be modified with facilities to teach skills commonly needed for employment and community integration as well as space for exercise, physical and sensory activities, including space for quiet, private, or otherwise calming activities.

Program Capacity: The program will be able to provide service to approximately 20 individuals within a year of licensing and vendorization. Services would begin with a minimum of 5 participants within the first 3 months and then 5-6 candidates will be added every 3 months to reach 20 by the end of the first year of service. The program could subsequently grow, depending on building size and licensing regulations.

Transportation: Transportation to & from the program may be provided if the program has an appropriate vehicle to meet the person’s needs, e.g., a wheelchair accessible van.

B. Eligibility: “EBMADP” will provide individualized services to the following:

- Individuals who are not deemed appropriate for a traditional day service;
- Individuals who have not been successful in a traditional or alternative day services;
- Individuals that exhibit significant challenging behavior which prevents them from successfully attending other available day services.

Since “EBMADP”’s goal is to provide services to individuals with unique and/or intense needs, behavioral challenges, self-care deficits, and physical or medical conditions are **not** disqualifying factors. Each candidate’s needs are evaluated on a case-by-case basis and closely reviewed to determine whether “EBMADP” is equipped with the necessary knowledge, training, and resources to meet the individual’s needs at that time. If those needs cannot be met at the time of referral, a provisional plan may be developed with regional center and members of the PCP team to determine if steps can be taken to develop those resources.

Individuals with the following characteristics are eligible to participate in “EBMADP” provided “EBMADP” is able to meet the needs at the time of referral:

- Self-Care Deficits: Including, but not limited to, the need for physical prompting or assistance for self-care tasks such as washing hands, eating, using the restroom, etc...
- Challenging Behavior: Including, but not limited to, Non-Compliance; Self-Injury, Physical Aggression, Biting, Verbal Aggression and/or Outbursts, Public Undressing, Inappropriate Sexual Behavior, Property Destruction, PICA, Theft, Eloping, Fecal Smearing or Inappropriate Urination.
- Special Dietary Requirements
- Psychiatric Diagnosis
- Non-Ambulatory, including needing physical assistance, walker, or assistive device(s)
- Visual Deficits
- Hearing Deficits
- Communication Challenges, including needing communication tools and/or device(s)
- Culturally and/or Linguistically Diverse, including the use of ASL
- Specialized Health Needs or Restricted Health Conditions - “EBMADP” will work with candidate’s team members to determine whether a Restricted Health Condition (RHC) plan is required for provision of day services and whether it is possible for “EBMADP” to follow given the resources in place at that time. Services will not begin until the required RHC is approved and the appropriate staff have been trained. If a person needs an RHC after services have begun, services will be temporarily placed on hold until the RHC is approved, and the appropriate staff trained on such plan.

a. Entrance Criteria: Candidates must:

1. Have a diagnosis of developmental disability and are Regional Center consumers;
2. 18 years of age or older and any can identify as any gender;
3. May be ambulatory or non-ambulatory and may use assistive aids independently or with staff assistance;
4. Services will be funded by the Regional Center of Orange County. Services will not be provided prior to receiving authorization from Regional Center.
5. A complete referral packet must be received for each candidate including:
 - current medical evaluation (within 3 yrs.);
 - psychosocial evaluation;
 - developmental evaluation/assessment;
 - current CDER, IHP, or IPP from Regional Center, IEP from previous schools when available, ISP or IHP from past day services, residential services, and/or behavior assessments also should be included when feasible.
6. Candidates must participate in a pre-placement screening interview (i.e., intake meeting) prior to acceptance. Service Coordinators (SC), parents/guardians and other members of candidate’s team are strongly encouraged to participate. If the candidate is conserved, the conservator must be present at the interview/intake or available by phone prior to acceptance.
7. Acceptance into the program is based on the information provided in the referral packet and the pre-placement screening interview.

8. Candidates (and their conservators, if applicable) must complete all service-related participation forms prior to initiation of services.

- b. Exit Criteria:** Inherent in the individualized and customized nature of the program, the specific length of time an individual will participate in the program cannot be pre-determined. Some participants may require services for an extended period, possibly lifelong, to support them in community settings. Other participants, however, will be able to transition to less intensive services, which will be determined and planned for through the PCP and ISP process.

Candidates may exit services based on the following criteria:

1. The person has met the goals and objectives reflected in his/her person-centered plan, ISP/IPP, and attained appropriate behavior reduction criteria;
2. The person is able to transition to a higher staff ratio and/or a program with less intensive services;
3. The person's medical condition is deemed unstable by a physical;
4. The person chooses to not receive services;
5. "EBMADP" can no longer provide the appropriate services to meet individual's needs.

The terminating party shall submit a written, 30-day notice explaining the reason(s) for termination. When appropriate, a transition plan will be developed, based upon the level of supervision necessary to protect the health and safety of the participant. Individual desires and needs, the ISP, CDER, and life circumstances will be considered in the termination and transition plan.

- C. Evaluation Process:** Several assessment tools shall be used to determine the nature of the supports needed, including staffing patterns, staffing match, behavior support strategies, teaching plans & strategies, locations for community activities, and medical concerns, among other considerations, to design a customized schedule and service plan. These assessments include:

- Intake Packet
- Risk Mitigation Checklist
- Person Centered Planning (PCP) Summary
- Functional Behavior Assessment (FBA) conducted by a Board-Certified Behavior Analyst (described in following section D).

- D. Functional Assessment:** The ability to address severe and challenging behavior is a major component of "EBMADP." A Functional Behavior Assessment (FBA) shall be completed by a Board-Certified Behavior Analyst (BCBA) within the first 30 days of service.

- The FBA is an individualized multi-element, non-aversive plan to determine the function of challenging behaviors and the variables that lead to the maintenance of those behaviors. The FBA will recommend strategies to minimize challenging behavior, teach replacement behaviors and skills, and other strategies that will contribute to behavior reduction. Such strategies include:

- Ecological strategies such as changing one's environment to facilitate a better mesh between the person and their environment.
- Positive programming and Focused support strategies, including a series of instructional strategies to teach replacement behaviors as well as various reinforcement strategies such as DRO, DRA and DROP to increase the motivation for change.
- Skill acquisition and/or skill building methods to teach independent life and self-care skills.
- Consequence strategies to be implemented when challenging behaviors occur, designed to keep everyone safe, minimize accidental reinforcement of problem behavior, and to teach / practice better ways to respond.

The FBA will incorporate information from the individual's PCP and regional center IPP to ensure a cohesive approach to the provision of services and to ensure that all recommendations align with the individual's PCP, ISP, and regional center IPP.

Data will be collected and analyzed to evaluate the plan's effectiveness, troubleshoot strategies, and determine the direction for ongoing support. All plans will specify outcome-based goals and objectives and will be based on the data collected and analyzed over time.

E. Staff Qualifications: As a condition of hire, all employees must have:

- Live Scan fingerprint clearance through the Department of Justice;
- Favorable references from prior employers;
- A clean driving record & vehicle inspection;
- Direct Staff are required to have a minimum of a high school diploma or equivalent;
- Experience with people with people with developmental disabilities is preferred;
- Clinical and Management staff are required to have a bachelor's degree and additional licensure and experience related to their position.

All staff members involved in this program will be employed by ABEDI, Inc., with the exception of Susan Caraway, an independent contractor assisting with administrative and management projects (attachment #3).

F. Staff Training & Supervision

New Employee Orientation & Training:

a. Orientation: Within 2 weeks of hire, employees shall complete the following training topics:

- ABEDI, Inc. philosophy, history, and practices
- Rights of Individuals with Developmental Disabilities
- The Developmental Disabilities Service System/Disabilities Overview
- ABEDI, Inc. and Program's policies, procedures, and practices
- Job Description and Requirements for position
- HIPAA Privacy and Confidentiality requirements and practices
- Zero Tolerance Training
- Serving Diverse Populations
- Special Incident Report & Adult Protective Services Training

- b. Introductory Training:** Within 90 days, employees shall complete the remaining new employee training, which includes materials covered in ABEDI's Competency Based Training Modules and Relias, a web-based training system. Topics include:
- ISP and IPP/semi-annual reporting process
 - Self-Advocacy
 - Community Inclusion, Presence & Participation
 - Working and Interacting with Parents and other support team members
 - Job coaching & Development (paid & volunteer)
 - Basic Principles of Behavior
 - Reinforcement v. Punishment
 - Functions of Behavior
 - Teaching Replacement Behaviors
 - Instructional Methodologies & Data Collection methods
- c. Ongoing Training:** Employees are required to participate in quarterly in-service trainings. Topics will be selectively covered to provide refresher and in-depth discussion and analysis. Certain topics must also be renewed annually. In-service training is conducted by Management, BCBA's and/or professionals outside of ABEDI.
- d. CPI Training:** All ABEDI staff are required to be certified in non-violent crisis prevention. An ABEDI team member is a certified trainer and provides CPI training to ABEDI employees on ongoing basis. In addition, the certified trainer provides training and certification and assists with individualized strategies. All staff in "EBMADP" will be required to be trained in CPI within their first 30 days of employment and as required by CPI standards, employees are required to be re-certified every 2 years.

Completion of all training is documented and placed in personnel files.

- e. Staff Supervision:** ABEDI uses a multi-faceted approach to monitor and supervise employees. These methods include:
- All staff will regularly receive supervision from a BCBA;
 - Additionally, direct staff are provided ongoing, daily supervisory support from day program manager and supervisor;
 - Weekly supervisor meetings and monthly staff meetings;
 - Quality Assurance Reviews on a quarterly basis (monthly during first 90 days);
 - Field Visits/Spot Check observations on a quarterly basis;
 - Reliability checks on treatment strategies & intervention plans on a quarterly basis.

G. Staffing Ratio & Pattern:

- a. Ratio:** "EBMADP" is designed to provide a 1:1 staff:client ratio.
- b. Staff Pattern:** In addition, "EBMADP" will be designed to provide an elevated 1:1 ration, by having an additional direct staff for every five participants. This additional direct staff position, Lead Direct Support Staff, will provide a much-needed resource to the necessary

supports to the particular individuals in this enhanced day program. The additional direct staff is not merely a substitute for primary staff but will be working alongside the primary staff as an added resource. Their role will include:

- Immediate assistance with behavioral crisis or intervention;
- Provide coverage during primary staff breaks and relief during or after challenging episodes;
- Assist with community outings when additional assistance is required;
- Assist when new participants transition into program;
- Assist when implementing new teaching and/or behavior intervention plans;
- Complete reliability checks on teaching & treatment plans;
- Allow regular rotation among primary staff for participants who need/want staff variety

ABEDI is excited to be able to offer this additional staffing resource and believes it will result in a higher quality of services to participants, increased community inclusion, and will offer consistent relief to staff who are often in very demanding situations. We hope this will reduce burnout and improve safety and well-being for both staff and participants.

On Site Supervision: The program manager and supervisor will also be on site along with employees who are registered behavior technicians.

Other Team Members: In addition to the onsite team above, the following team members will also be allocated to “EBMADP”:

- ABEDI Director of Behavior Services
- ABEDI Clinical Supervisor
- Certified CPI Instructor

H. Diverse Population Plan: ABEDI is committed to serving diverse populations and will do so in “EBMADP” as well, reflecting the guidance of Fong, et al. (2016), “All individuals are a part of at least one culture. These cultural contingencies shape behavior, behavior that may or may not be acceptable or familiar to behavior analysts from another culture. To better serve individuals, assessments and interventions should be selected with a consideration of cultural factors, including cultural preferences and norms.”

“EBMADP” will make every effort to be inclusive in serving individuals from any culture and who speak any language. Hiring staff who are bilingual and with multicultural sensitivity is a priority. This commitment also involves, but is not limited to, training on cultural differences in our community, cultural sensitivity, and respect and recognition for individual religious beliefs, cultural norms and customs, and gender identification.

ABEDI, Inc., has also instituted a Diversity, Equity and Inclusion (DEI) policy, which extends to employees as well as service recipients.

- I. Grievance Plan & Procedure:** ABEDI's Grievance Procedure will be reviewed with each participant, including their parent/guardian if applicable, upon service initiation and then annually at annual team meetings.

If a disagreement arises between a participant and the program, the following steps should be followed:

- The participant should attempt to express the problem with the staff person directly. The staff will document in case notes and notify supervisor;
- If the situation does not get resolved, the participant can file a grievance with the program supervisor;
- If the situation still does not get resolved, the Program Manager or Director of Behavior Services will respond to the grievance within 7 business days;
- If the situation is still not resolved in a satisfactory manner, the grievance will be forwarded to the Regional Center Service Coordinator to request assistance.
- While it is preferable to follow this procedure as a best practice, participants may contact the Program Manager or Director of Behavior Services directly at any time, bypassing any of the steps outlined in the Grievance Procedure.

J. Proposed Start Up Activities & Timelines:

YEAR 1: Proposed timeline begins when RFP is approved					
ITEM	Within 1 mo.	Within 3 mos.	Within 6 mos.	Within 9 mos.	Within 12 mos.
Vendorization	Submit Service Design	Work thru process w/RCOC	Obtain RCOC Vendorization		
Site/Location		Secure Location/ Lease	Work on site modifications	Continue	Complete all modifications
CCL Licensing		Apply for CCL License	Continue	Continue	Obtain CCL License
Equipment/ Supplies			Procure/Install supplies & equipment	Continue	Continue
Clinical/Mgmt. Staffing			Recruit & Hire Clinical & Mgmt. Team	Continue	Clinical & Mgmt. Team in place
Clinical & Mgmt. Training			Train Clinical & Mgmt. Team	Continue	Introd. Training completed within 90 days
Direct Staffing				Recruit Direct Staff	Continue
YEAR 2: Proposed timeline begins when program is both vendored & licensed					
ITEM	Within 1 mo.	Within 3 mos.	Within 6 mos.	Within 9 mos.	Within 12 mos.
Direct Staffing	Hire Direct Staff for initial participants	Continue for incoming participants	Ongoing	Ongoing	Ongoing
Employee Training	Train Direct Staff	Introd.Training completed within 90 days	Ongoing	Ongoing	Ongoing
Referrals	Begin Accepting & Processing	Accept 5 candidates & establish timelines for others	Continue & ongoing within 90 days	Continue	Continue
Community Outreach	Begin establishing partnerships	Continue & Ongoing	Ongoing	Ongoing	Ongoing
PCPs & FBAs		Complete for first 5 participants	Continue for Additional participants	Continue	Continue
Provide Services		Initiate services for 5 participants	Add 5-6 (serving 10 total)	Add 5-6 (serving 15 total)	Add 5-6 (serving 20 total)

ATTACHMENT 1: REFERENCES

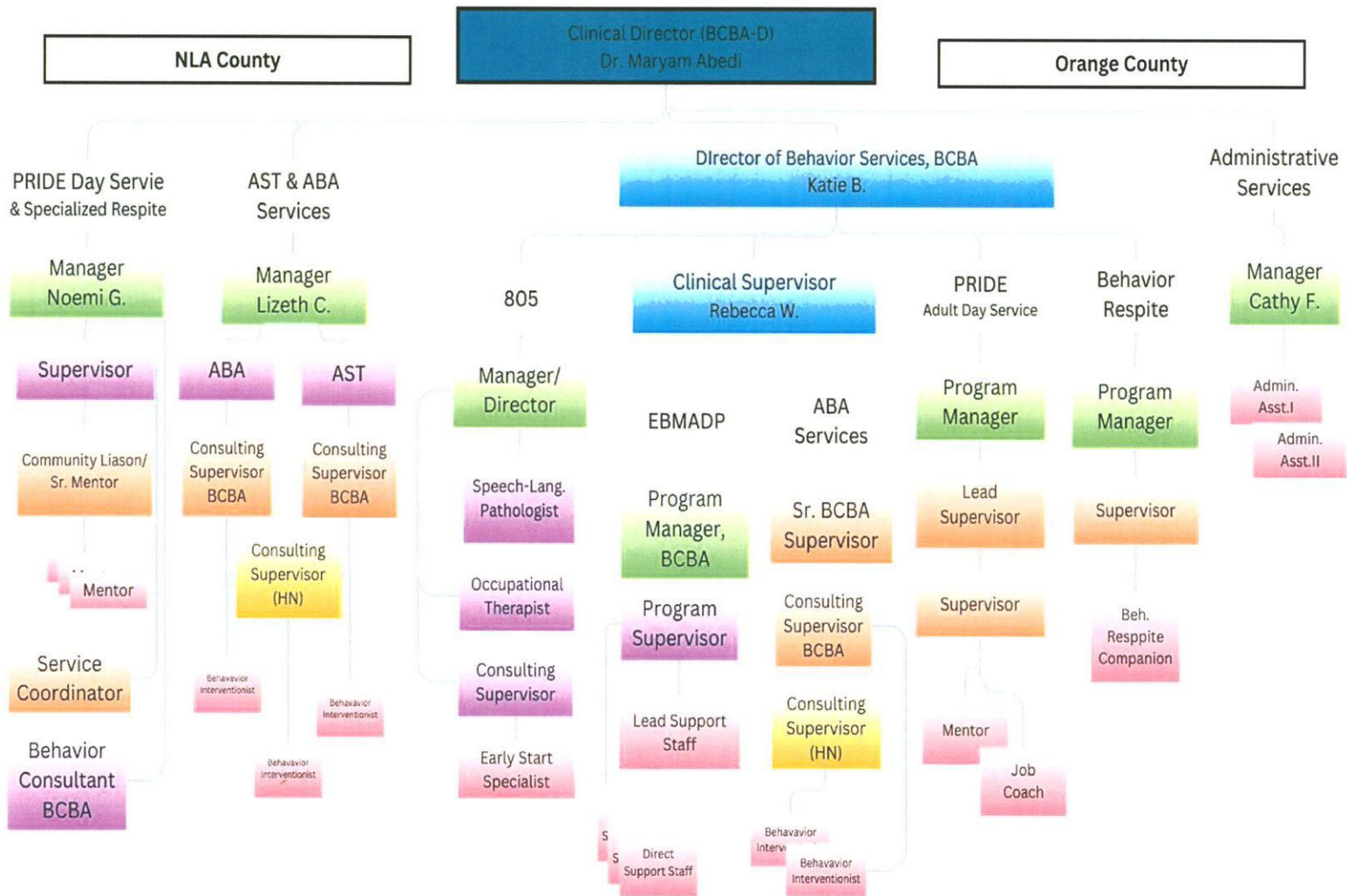
The following parties have agreed to act as references regarding ABEDI's ability to provide services of this nature and their experience working with members of the ABEDI team.

They have also indicated they are willing to write letters of recommendation, if necessary, but were not able to do so by the proposal deadline. They are more than willing to complete letters if requested to do so.

1. Dr. Melissa Sweitzer, Ph.D., BCBA-D, Licensed Psychologist
Clinical Director, Behavior Support Partnership
12443 Lewis Street, Suite 201
Garden Grove, CA 92840
Phone (714) 748-4440
Email: melissas@behaviorpartner.com
2. Kim Sutherland, Group Home Manager
HCDD Jasimine Home - Provides residential services to participant who currently receives ABEDI services
Phone: 714-497-8778
Email: hcdd2008@yahoo.com
3. Andrea Yepiz, BCBA, School Psychologist
Santa Ana Unified School District
Phone: 951-313-0364
Email: Jackson.andream@gmail.com
4. Rick Perez, BCBA
Owner & Program Director, Abilities Unlimited
26447 Rancho Parkway South
Lake Forest, CA 92630

17165 Newhope St. Unit L & M
Fountain Valley, CA 92708
Phone: 310-951-3521 (cell)
Email: rick@auads.org

ATTACHMENT 2a: ABEDI ORGANIZATIONAL CHART



ATTACHMENT 2b: OWNERSHIP INFORMATION
Articles of Incorporation for ABEDI, Inc.

2849279

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JAN 10 2006

ARTICLES OF INCORPORATION
OF
ADVANCEMENT FOR BEHAVIORAL AND EDUCATIONAL DEVELOPMENT AND
INTERVENTION, INC.

ONE: The name of this corporation is ADVANCEMENT FOR BEHAVIORAL AND
EDUCATIONAL DEVELOPMENT AND INTERVENTION, INC.

TWO: The purpose of this corporation is to engage in any lawful act or activity for which a
corporation may be organized under the General Corporation Law of California other than the
banking business, the trust company business or the practice of a profession permitted to be
incorporated by the California Corporations Code.

THREE: The name and address in this state of the Corporation's initial agent for service of
process is:

MARYAM ABEDI, PH.D.
864 SOUTH ROBERTSON BLVD, SUITE 204
LOS ANGELES, CA 90035

FOUR: This Corporation is authorized to issue only one class of shares of stock, which
shall be designated common stock. The total number of shares which it is authorized to issue
is 10,000 shares.

FIVE: The name and address of the person appointed to act as the initial director of this
corporation is:

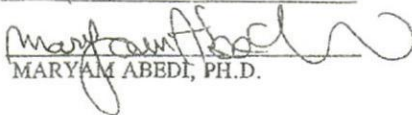
MARYAM ABEDI, PH.D.
864 SOUTH ROBERTSON BLVD, SUITE 204
LOS ANGELES, CA 90035

SIX: The liability of the director of the Corporation for monetary damages shall be
eliminated to the fullest extent permissible under California law.

SEVEN: The Corporation is authorized to indemnify the director and officer of the
Corporation to the fullest extent permissible under California law.

IN WITNESS WHEREOF, the undersigned, being the person named above as the initial
director, has executed these Articles of Incorporation.

Dated: 11/9/06


MARYAM ABEDI, PH.D.

ATTACHMENT 3: CONSULTANT QUALIFICATIONS

Internal Certified Behavior Consultants:

1. Dr. Maryam Abedi, BCBA-D, LMFT: Clinical Director
2. Katie Bruellet, BCBA: Director of Behavior Services
3. Rebecca Woode, BCBA: Clinical Supervisor
4. Lizeth Guillen, BCBA, Certified CPI Instructor: Consulting Supervisor & CPI Instructor
5. Additional BCBA's will be hired to support the program, as enrollment increases

Other External Consultants:

1. **Susan Caraway**, M.A. in Special Education, Severe & Profound Disabilities
Independent Contractor - SLC Consulting
1209 Riversound Ct.
Marietta, GA 30068
562-237-0347

Susan Caraway has had an extensive career in the field, having worked for 12 years with the Institute for Applied Behavior Analysis, entering her career as a Job Coach and growing into the Director of STEP Services, the community-based supported employment division. Susan then acted as the Assistant Clinical Director at IABA for 5 years. Shortly after she left to start a family, she began working part-time for ABEDI as a Sr. Behavior Consultant for 10 years. Since moving to Georgia, Susan began working remotely for ABEDI as an independent contractor to provide administrative and executive assistance. Susan has been actively involved in writing this proposal and will continue to offer administrative and management consultation throughout the development phase of this program. Susan has a very long history in the field, and with ABEDI specifically, and is committed to continue working with the organization long-term.

ATTACHMENT 5: PROPOSED START UP BUDGET

This reflects start-up costs only that will be incurred prior to starting services in month 15 or costs that will be incurred only because of the new program. Salaries & Wages and all other operating expenses AFTER the initiation of services are not reflected, as they will not be considered "Start Up" costs and instead part of normal operations.
Exception: Because of the 2-month delay in the billing/payment process, the 2 largest ongoing operating expenses (sal. & wages and lease) were extended until month 17 in order to allow for the 2-month delay in payment after services are initiated.

EBMADP PROPOSED START UP BUDGET - ABEDI, INC														
YEAR 1 - Timeline begins when RFP Approved														
START UP EXPENSES	DESCRIPTION	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Year 1 Total
CCL License Fees	CCL application & orientation fees			60									360	\$420.00
Community Outreach	printing, marketing for community outreach													\$0.00
Construction & Permits	construction supplies and fees to modify site				22,222	22,222	22,222	22,222	22,222	22,222	22,222	22,223	22,223	\$200,000.00
Insur. - Prof. Liability	increased prof. liability coverage						85	85	85	85	85	85	85	\$595.00
Insurance - Umbrella	increased umbrella insur.						500	500	500	500	500	500	500	\$3,500.00
Lease	monthly lease for new site			8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	\$80,000.00
Office Equipment (new)	computers, printer, phones												5,000	\$5,000.00
Office Furnishing (new)	desks, file cabinets, furnishings												10,000	\$10,000.00
Office Supplies (new)	new paper, files, general office supplies to start up new office													\$0.00
Office Appliances (new)	refrigerator, microwave, other small appliances to establish new office												1,400	\$1,400.00
Outside Consulting	fees for administrative consultation	400	400	400	400	400	400	400	400	400	400	400	400	\$4,800.00
Program Supplies - Laptop/Tablets	tablets for communication, teaching, learning tools													\$0.00
Program Supplies - Sensory	items to include in sensory area such as lights, fidgets, swing, etc...													\$0.00
Program Supplies - Exercise	exercise equipment such as treadmill, yoga mats/balls													\$0.00
Recruiting	Additional recruiting to onboard new staff						500						500	\$1,000.00
Salaries & Wages - Mgmt	salaries for 1 prog. Super., Clinical Superv. (20%) & Dir. Of Beh. Svcs. (20%)						5,292	5,292	5,292	5,292	5,292	5,292	5,292	\$37,044.00
Salaries & Wage - Direct Staff	wages paid to direct support staff													\$0.00
Salaries & Wages - Benefits	employee benefits						1,588	1,588	1,588	1,588	1,588	1,588	1,588	\$11,113.20
Training	Additional training to onboard new team						200	200	200	300	300	300	500	\$2,000.00
Vehicle	wheelchair accessible van													\$0.00
YEAR 1 Subtotal		\$400	\$400	\$8,460	\$30,622	\$30,622	\$38,787	\$38,287	\$38,287	\$38,387	\$38,387	\$38,388	\$55,848	\$356,872
YEAR 2 - Timeline begins when program is both vendored & licensed.														
START UP EXPENSES	DESCRIPTION	Month 13	Month 14	Month 15*	Month 16	Month 17	Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24	Year 2 Total
CCL License Fees	CCL application & orientation fees													\$0.00
Community Outreach	printing, marketing for community outreach	85	85	85	85	85	85	85	85	85	85	85	85	\$1,020.00
Construction & Permits	construction supplies and fees to modify site													\$0.00
Insur. - Prof. Liability	increased prof. liability coverage	85	85	85	85	85	85	85	85	85	85	85	85	\$1,020.00
Insurance - Umbrella	increased umbrella insur.	500	500	500	500	500	500	500	500	500	500	500	500	\$6,000.00
Lease	monthly lease for new site	8,000	8,000	8,000	8,000									\$32,000.00
Office Equipment (new)	computers, printer, phones													\$0.00
Office Furnishing (new)	desks, file cabinets, furnishings													\$0.00
Office Supplies (new)	new paper, files, general office supplies to start up new office	1,000	1,000											\$2,000.00
Office Appliances (new)	refrigerator, microwave, other small appliances to establish new office													\$0.00
Outside Consulting	fees for administrative consultation	400	400	400	400									\$1,600.00
Program Supplies - Laptop/Tablets	tablets for communication, teaching, learning tools	5,000	5,000											\$10,000.00
Program Supplies - Sensory	items to include in sensory area such as lights, fidgets, swing, etc...	10,000												\$10,000.00
Program Supplies - Exercise	exercise equipment such as treadmill, yoga mats/balls	5,000												\$5,000.00
Recruiting	Additional recruiting to onboard new staff	500		500										\$1,000.00
Salaries & Wages - Mgmt	salaries for 1 prog. Super., Clinical Superv. (20%) & Dir. Of Beh. Svcs. (20%)	5,292	5,292	5,292	5,292									\$21,168.00
Salaries & Wage - Direct Staff	wages paid to direct support staff	10,000	20,000	30,000	40,000									\$100,000.00
Salaries & Wages - Benefits	employee benefits	4,588	7,588	10,588	13,588									\$36,350.40
Training	Additional training to onboard new team	500	500	500	500									\$2,000.00
Vehicle	wheelchair accessible van	85,000												\$85,000.00
YEAR 2 Subtotal		\$135,280	\$47,780	\$55,280	\$67,780	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$306,118
TOTAL START UP COSTS YRS. 1 & 2				*services begin										\$662,990.60

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

- 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 Director of Community Services
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

Milestone #1

RCOC will make the first (1st) payment to Contractor based upon receipt of a fully executed copy of this Agreement. 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 \$50,000.00, 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 Day Program site and proof of submission to the applicable Community Care Licensing office. The amount of this claim shall not exceed the sum of \$50,000.00, 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 for the Day Program that meets all applicable Title 17 regulations. The amount of this claim shall not exceed the sum of \$50,000.00 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 program development, including but not limited to, modifications to the program site, furnishing and purchasing necessary equipment for the program site, hiring and retaining staff, and completing staff training requirements. These items must be included in the most currently approved Start-Up Budget. The amount of this claim shall not exceed the sum of \$50,000.00, 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 adult day program. The total amount claimable under this milestone shall not exceed the sum of \$50,000.00, representing 20% of the total Agreement amount.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: June 6, 2024

TO: RCOC Board of Directors

FROM: Larry Landauer, Executive Director

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: **Approval of Amendment to Agreement with Goodwill Industries of Orange County for Home and Community-Based Services Funding**

BACKGROUND:

The Centers for Medicare & Medicaid Services (CMS) has issued final regulations, or rules, for Home and Community-Based Services (HCBS Final Rule). The rules require that HCBS programs funded through Medicaid – called Medi-Cal in California – provide people with disabilities full access to the benefits of community living and offer services and supports in settings that are integrated in the community.

Last year, DDS allocated HCBS funds for RCOC to use to assist service providers in complying with the HCBS Final Rule, and to support broader work in the community that promotes and sustains ongoing compliance. The Board approved an Agreement with Goodwill Industries of Orange County (Goodwill) for HCBS Funding on November 2, 2023, in the amount of \$600,000.03 to fund an employment pilot project (Pilot Project). The Pilot Project serves individuals with significant needs who currently or previously worked in a setting where they earned sub-minimum wage. The Pilot Project includes highly qualified and trained Skills Trainers, a Supervisor, and a Job Developer. The expected outcome is for the selected participants to achieve competitive integrated employment.

REASON FOR CURRENT ITEM:

DDS has allocated additional HCBS funds for the 2023-2024 fiscal year. RCOC's DDS-approved plan includes \$368,960 in additional funding for Goodwill to continue the Pilot Project; however, RCOC has submitted a revised plan to increase the funding for the Pilot Project by \$553,960, and is currently awaiting DDS approval.

FISCAL IMPACT:

DDS has allocated \$810,960 in HCBS funding to RCOC for the 2023-2024 fiscal year, \$553,960 of which RCOC has requested to utilize for the Pilot Project.

RECOMMENDATION:

That the Board approve the Amendment to Agreement with Goodwill Industries of Orange County for Home and Community-Based Services Funding in an amount to be approved by DDS, not to exceed \$553,960.

AMENDMENT NO. 1 TO AGREEMENT BY AND BETWEEN
REGIONAL CENTER OF ORANGE COUNTY
AND GOODWILL INDUSTRIES OF ORANGE COUNTY
FOR HOME AND COMMUNITY-BASED SERVICES FUNDING

This Amendment No. 1 to Agreement (Amendment) is entered into and effective this ____ day of June, 2024, by and between the Regional Center of Orange County, a California nonprofit corporation, hereinafter referred to as “RCOC,” and Goodwill Industries of Orange County, a California nonprofit corporation, hereinafter referred to as “PROVIDER.”

RECITALS

- A. WHEREAS, RCOC and PROVIDER previously entered into an agreement (Agreement) for Home and Community-Based funds (HCBS funds) for development of an employment pilot project (Pilot Project); and
- B. WHEREAS, the Department of Developmental Services (DDS) has allocated additional HCBS funds to RCOC; and
- C. WHEREAS, RCOC submitted, and DDS approved, a plan to utilize a portion of the additional HCBS funds for PROVIDER to continue the Pilot Project to support additional RCOC persons served; and
- D. WHEREAS, Section 2 of the Agreement provides that the Agreement may be amended by written agreement of RCOC and PROVIDER;

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

1. Section 1. of the Agreement is hereby amended in its entirety to read as follows:

“1. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the Date of Agreement and terminate on June 30, 2026, unless earlier terminated pursuant to the provisions of Paragraph 15 of this Agreement.”

2. Section 10. of the Agreement is hereby amended in its entirety to read as follows:

“10. **MAXIMUM PAYMENT OBLIGATION.** The maximum payment obligation of RCOC to PROVIDER under this Agreement shall be One Million One Hundred Fifty Three Thousand Nine Hundred Sixty Dollars and Three Cents (\$1,153,960.03)(“Maximum Payment Obligation”), divided by fiscal year as follows:

Fiscal Year 2022-2023	\$600,000.03
Fiscal Year 2023-2024	\$553,960.00

- a. Payment. RCOC will remit payment to PROVIDER within thirty (30) days of PROVIDER's submission of an invoice in a form approved by RCOC and complete backup documentation approved by RCOC. Failure to provide acceptable backup documentation may delay payment to PROVIDER. All invoices must be received by RCOC no later than February 29, 2025 for Fiscal Year 2022-2023 funds, and by February 29, 2026 for Fiscal Year 2023-2024 funds; RCOC shall have no obligation to pay invoices submitted after those dates."

3. Exhibit "A" to the Agreement, Scope of Work, shall be amended to add the Scope of Work attached hereto as Exhibit "A".

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

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

REGIONAL CENTER OF ORANGE COUNTY

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

PROVIDER

Name/Title: _____

EXHIBIT A

Goodwill of Orange County, CA

Intensive Supported Employment Pilot Project- Competitive Employment for those formerly served in 14c (Subminimum Wage) programs.

A – Program Design and Project Description

The intent of this pilot project is to serve adults with developmental disabilities who identify a desire for paid employment and competitive integrated employment (CIE) in their person centered plan but are not achieving this goal. This can include those who have either been paid 14c special wages in the past, have experienced difficulty with obtaining or maintaining CIE, are currently served in a day program or Work Activity Program (WAP), or, in the opinion of the planning team, would struggle to obtain/maintain CIE in a traditional supported employment model.

This program will utilize an intensive individual supported employment model including a one-to-one (1:1) non-fading Skills Trainer positions as well as an advanced individual assessment and job placement Business Development. Goodwill of Orange County will employ six (6) experienced Direct Service Professionals who will be hired as, or promoted to the position of Skills Trainer. The Skills Trainer minimum qualifications include one year of experience working with people with developmental disabilities and completion of a course on professional job coaching. This course will be a certified course through Crisis Prevention Institute (CPI) and/or Associate of Community Rehabilitation Educators and will include modules on professionalism, safety, correct support in a work environment and soft skills. These staff will be paid at a substantially higher rate than the current starting pay for a Goodwill of Orange County Employment Training Specialist (ETS).

There will be six individuals selected for the opportunities to participate in this pilot. Individuals recommended for this pilot will include those persons served who have a desire to obtain CIE expressed in their IPP, and have either not been successful in a supported employment individual or group model, or when the planning team is confident that a traditional supported employment model would not be the appropriate level of support. Selected individuals will meet with a Goodwill Case manager and complete an assessment for determining work aptitude and desired types of work sectors.

Conversations with both the person served as well as input from the planning team will help inform the Goodwill Case Manager of the most desired placement outcomes. Additionally, as a part of the program intake assessment, each individual and if applicable, their family and/or stakeholders will meet with a Certified Benefits Counselor. The Benefits Counselor will review each person's financial situation and make recommendations regarding best step for maintaining benefits while earning CIE wages. The Benefits counselor will be available to the individual during the entirety of the program. Goodwill staff will assist participants to connecting with employers either through traditional application processes, which the goal of a direct CIE placement. Alternative arrangements such as processing payroll through GIOC or a third party payroll system is not the goal, however, this will be an available option if it may lead to a CIE direct hire placement. After a successful placement, GIOC Skills Trainer will accompany each individual during their workday for the entire shift. The program will encourage natural supports and independent job functioning, with the aspirational goal that the participant may eventually work

independently, however, there will be no compulsory fading of the individualized job support. Transportation to and from work will be an available option for individuals who require that level of support. For individuals who transportation independently, under the direction of the planning team, the program will offer mobility training options.

The selection criteria for this program will only include the person's desire for CIE paid employment outcomes and accompanying difficulty reaching that goal in existing program modalities. This program will not select candidates based on likelihood of success or ease of placement since programs which prioritize individuals based on such attributes are already well represented and highly available.

Individuals who elect to participate in the pilot project will be expected to fully engage work assignments. However, activities outside of CIE such as community integration, peer interaction, recreation and volunteer work will also be available for program time outside of work hours and the participant's direction and in line with their person centered plan. The expected program duration is five days per week for 6 hours per day. Program participants may request reduction in days and hours on a case by case basis.

Background:

The Supported Employment Individual (SEI) Model has been a proven success for some people with disabilities in obtaining Competitive Integrated Employment (CIE). CIE is defined as a job which offers a rate of pay which is commensurate to other workers in the market region completing similar work, working alongside individuals who are not specifically disabled, and a similar and equal opportunity to advance in the position. The SEI model offers limited long term on the job daily assistance from an on-the-job support person which may begin at 100% on the job coaching but fades to no more than 20% over a relatively short defined period of time.

When, per funding mandate, the coaching fades, a certain percentage of individuals may experience difficulty in maintaining their position. This is due to a number of causes which are dependent on both internal and external factors. The internal factors are based on the individual's perspective and would include loneliness, social and emotion challenges, lack of confidence, and an incomplete understanding of the full job assignment prior to coach fading. The external factors correspond to the actual job and worksite and may include factors such as changing job dynamics, multitasking prerequisites, and lack of coworker support (in consideration of both social cohesion and task support).

Some service providers offer a modified version of the SEI model which significantly increases the amount of on the job support. This is done by assigning two or three individuals with disabilities to one coach at the same work site. This type of supported employment, often referred to as Group Supported Employment (GSE) has been shown to be more successful with individuals who require more support than the individual model provides in order to be successful. However, there are some drawback to this model as well which is based both on the grouping itself and the lack of individualized support. While working with a group of people with disabilities may improve aspects of social cohesion, it is also less integrated than the individual model and according to some agencies, may not meet the minimum criteria for CIE.

This can also increase complexity for employers to try to ensure that each worker remains in close enough proximity to ensure coaching support while trying to maximize worker independence. Also, while in theory, the GSE model provides more support than the SEI model, each worker still must be able to stay on task and maintain productivity to the employer's expectation without direct supervision during some portions of their workday.

Some Individuals struggle to be successful in either SEI or SEG models and may find themselves losing employment and being placed on waiting lists or being offered non CIE Work Activity Program (WAP) or day programming. However, a much larger cohort is not identified for a supported employment experience at all. More than half of individuals with Developmental disabilities do not transition into a supported employment placement with a greater majority being assigned to Day Programs, WAPs, and ongoing educational experiences. In the past, the subminimum wage provision was often an option for a person who was not able to be successful with traditional supported employment models. With the elimination of the subminimum wage provision, a new model is now needed to serve individuals who desire work outcomes and meaningful careers but which offers a higher level of individualized services than traditional supported employment.

B. Input for Persons Served.

All person served in the Intensive Supported Employment pilot must identify their own desire to obtain competitive integrated employment through the person-centered planning process. Once a person has determined that they are interested in CIE and that they want to participate in our employment pilot program, each person will be assigned a Skills Trainer who will only be assigned to their case. The Skills Trainer will assist the participant with a career exploration process which includes completing several assessments which can help determine current skills, aptitude, and job interests. With this information, the Skills Trainer and person served can begin to develop a career pathway plan. At any time, the participant may elect to change pathways or restart the exploration process. When a job placement becomes available, the participant may elect to accept or decline the position which will not affect participation in the program. Additionally, if a job placement becomes unsatisfactory to the person served, they may elect to discontinue the position at any time and continue to be eligible for ongoing services in the pilot program.

C. Budget:

6 Full time equivalent (FTE) *Skills Trainers*. Skills Trainers will provide one to one (1:1) support to each program participant. Their average wage will be \$25.50 per hour. Skills Trainers Fringe benefit cost will be equal to 20% of their salary, \$5.10 per hour. Fringe benefits include health benefits, retirement contribution, unemployment, and other costs customarily associated with employment. Each skills Trainer will receive \$0.35 per hour for reimbursement of cell phone usage (\$60 per month). Total monthly cost per Skills Trainer will be \$5,447.20 assuming a typical 22 day month. Cost for 6 Skills Trainers per month will be \$32,683.20 assuming a typical 22 day month and \$392,198.40 for 12 months.

1 FTE Skills Trainer/Skill Trainer II. The Skills Trainer II position will provide additional support for Skill Trainer absence and vacation while also providing program continuity. Their average wage will be \$27.00 per hour. Skills Trainer II Fringe benefit cost will be equal to 20% of their salary, \$5.40 per hour.

Fringe benefits include health benefits, retirement contribution, unemployment, and other costs customarily associated with employment. The Skills Trainer II will receive \$0.35 per hour for reimbursement of cell phone usage (\$60 per month). Total monthly cost for the Skills Trainer II will be \$5,764.00 assuming a typical 22 day month and \$69,168 for a 264 day program year. The Skills Trainer II will be selected using the same criteria as the Skills Trainer, with an emphasis on experience and competency. Skills Trainer II will act as a substitute during the need for Skills Trainer absences such as sick, vacation, leave, training and personal development days. Skills Trainer II will also visit and learn all job sites in the program so they can effectively support all 6 participants.

25% FTE Program Supervisor. The Program Supervisor will provide administrative supervision to the program, ensuring compliance to wage and hour provisions as well as ensuring that the program operating with high fidelity to the program design. The average wage for the Program Supervisor will be 25% of \$33 per hour (\$8.25). Program Supervisor Fringe benefit cost will be equal to 20% of their salary, \$1.65 per hour. Fringe benefits include health benefits, retirement contribution, unemployment, and other costs customarily associated with employment. Total monthly cost for the Supervisor will be \$1,742.40 assuming a typical 22 day month and \$20,908.80 for twelve months.

15% FTE Business Developer. The Business Developer will provide primary interface with employers, including explaining program dynamics, processes, and benefits of employing people with Developmental Disabilities. The wage for the Business Developer will be 15% of \$32 per hour (\$4.80). Program Supervisor Fringe benefit cost will be equal to 20% of their salary, \$.96 per hour. Fringe benefits include health benefits, retirement contribution, unemployment, and other costs customarily associated with employment. Total monthly cost for the Business Developer will be \$1,013.76 assuming a typical 22 day month and \$12,165.12 for 12 months

5% Certified Benefits Counselor. The Benefits Counselor will meet with each perspective participant and their families/stakeholders (if applicable) to gather information regarding each person's financial situations. The Benefits Counselor will conduct an individualized assessment and in a follow up meeting, make recommendations to the person served and their representative for strategies available to protect benefits while adding competitive integrated employment outcomes to their Person Centered Plan. The wage for the Benefits Counselor will be 5% of \$34 per hour (\$1.70). Fringe benefits will be equal to 20% of their salary attributed to the project. Fringe benefits include health benefits, retirement contribution, unemployment, and other costs customarily associated with employment. Total monthly cost for the Benefits Counselor will be \$359.04 assuming a 22 day month for 12 months at 4,308.48.

Total cost employee costs for the program will be \$498,748.80 per program year.

Employment Supplies and Equipment. This will include incidental expenses for the benefit of the person served. Examples might include work attire, shoes, equipment when needed and other incidental expenses.

Administrative Expense considerations will be calculated at 10% of program cost at \$53,396.00. Administrative expenses include Program Management, cost related to Human Resources/Recruiting, risk management and insurance, finance and billing and Housing and Occupancy costs.

Total cost to operate Pilot Project for one year will be \$553,960.00

D. Timeline

This Pilot Program is planned for one year of service for each person served. The program begins with acceptance and selection into the pilot followed by Planning and Assessment phase which is approximately one month. The next phase is Job Development and exploration which is approximately two months. Our aspirational goal is job placement by the start of the 4th month and ongoing on-the-job support thereafter. After approximately six months on the job, the Program Supervisor will send a progress report to the person served and their Regional Center Service Coordinator. At that time, the supervisor will also be requesting a planning team meeting to determine next steps. Next steps could include transferring to a traditional supported employment program, extension of the time in the pilot project, or reassignment to another program or model based on the desire of the person served and with the consultation of the planning team.

E. Measurements

During each phase of the pilot, there will be specific goals to measure the pilot's success.

1. Phase 1, Planning and Assessment (Goals for Phase 1 to be completed within two months after the start of the pilot)
 - a. All participants completed the intake process with the assistance of the Skills Trainer.
 - b. All participants completed a personal skills assessment with the assistance of the skills trainer.
 - c. All participants completed a job preference assessment with the assistance of the skills trainer.
 - d. All participants completed a program plan with the assistance of the skills trainer.
 - e. All participants created or updated a personalized resume with the assistance of the Skills Trainer.
2. Phase 2, Job Development and Exploration (Goals for Phase 2 to be completed within four months after the start of the pilot)
 - a. All participants and Skills Trainers met with the Business Developer to review the individual participant's job preferences.
 - b. The Business Developer provided at least five leads for possible employment for each program participant.
 - c. All participants reviewed options and visited potential employers in the community.
 - d. Each participant applied to at least three employment opportunities.
3. Phase 3, Intensive Supported Employment (Goals for Phase 3 to be completed by the end of the pilot)
 - a. All participants were able to learn various tasks related to their job with support from their assigned Skills Trainer.
 - b. All participants are working an average number of hours per week consistent with their individual identified employment goals and plans.
 - c. All participants are earning wages consistent with their individual identified employment goals and plans.

Proposed Pilot Project for Competitive Integrated Employment

Target Population:	This program intends to serve a total of 6 participants who have either not been successful with CIE or are currently being served in Day Program or Work Activity Program where they are earning sub-minimum wage.
Staffing:	6 Program staff titled 'Skills Trainers' will be responsible for both teaching job skills to 6 participants and also ensuring that all aspects of the work are completed to the satisfaction of the employer. 1 program staff will provide support to all Skills Trainers (as needed) and act as "substitute" for Skills Trainers when they are on vacation, sick, LOA or transitioning on or off the team. 25% of a Program Supervisor will be responsible for day to day direction of the program. 15% of a Job Developer will be responsible for cultivating new and replacement positions in the community. 10% of a Benefits Counselor will assist Participants with understanding the ramifications of earning CIE Wages. All of these positions require flexibility in schedule as the participant work schedules are not assumed to be banker's hours.

Program Operations

<i>Skills Trainer I persons at \$25.50/hour:</i>	6		<u>Full year costs</u>
ESS Average hourly rate	\$	25.50	
Fringe Benefits at 20%	\$	5.10	
cell phone reimbursement per hour	\$	0.35	
Combined hourly costs for 1 staff	\$	30.95	
Daily cost for 1 staff	\$	247.60	
Monthly cost for 1 staff (22 days)	\$	5,447.20	\$ 65,366.40
Hourly cost X 6 Skills Trainers	\$	185.70	
Daily cost X 6 Skills Trainers	\$	1,485.60	
Monthly cost X 6 Skills Trainers (22 days)	\$	32,683.20	\$ 392,198.40
<i>Skills Trainer II person at \$27/hour</i>	1		
Sub ESS hourly rate	\$	27.00	
Fringe Benefits at 20%	\$	5.40	

cell phone reimbursement per hour	\$	0.35		
Hourly cost for 1 substitute ESS	\$	32.75		
Daily cost for 1 substitute ESS	\$	262.00		
Monthly cost for 1 substitute ESS (22 day)	\$	5,764.00	\$	69,168.00
<i>25% Supervisor at \$33/hour</i>		0.25		
Supervisor hourly rate	\$	8.25		
Fringe Benefits at 20%	\$	1.65		
Hourly cost for 25% of 1 Supervisor	\$	9.90		
daily cost for 25% Supervisor	\$	79.20		
monthly cost for 25% supervisor	\$	1,742.40	\$	20,908.80
<i>15% Business Developer at \$32/hour</i>		0.15		
Hourly Rate	\$	4.80		
Fringe Benefits @ 20%	\$	0.96		
Hourly cost for 15% of a Job Developer	\$	5.76		
daily cost for 15% of a Job Developer	\$	46.08		
Monthly cost for 15% of Job Developer	\$	1,013.76	\$	12,165.12
<i>5% Certified Benefits Counselor at \$34.</i>		0.05		
Hourly Rate	\$	1.70		
Fringe Benefits @ 20%	\$	0.34		
Hourly cos for Benefits Counselor	\$	2.04		
Daily Cost for 10% of Benefits Cons.	\$	16.32		
Monthly cost for 10% Benefits Cons.	\$	359.04	\$	4,308.48
Total employment costs			\$	498,748.80

<i>Employment Supplies, Equipment, Etc.</i>		\$	1,815.20
<i>Administrative Considerations @10%:</i>		\$	53,396.00
Admin fees include: HR, Risk, Finance, Insurance, Housing and Occupancy and Program Management.			
Program Cost totals		\$	553,960.00
	Budget	\$	553,960.00
	<div></div>	\$	-

Summary of Information About Persons Served - April 2024

NUMBER OF PERSONS SERVED	26,005	100%
Children - Birth to Age Three Receiving Early Start Services	3,443	13%
Children - Ages Three to Five Receiving Provisional Services	460	2%
Children - Ages Three to 17 Receiving Lanterman Services	8,531	33%
Adults - Ages 18 and Older Receiving Lanterman Services	13,571	52%

Children - Birth to Age Three Receiving Prevention Resource and Referral Services	474
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Children and Adults - Ages Three and Older Receiving Lanterman Services with the Following Diagnoses:

Intellectual Disability	11,505	60%
Epilepsy	2,867	14%
Cerebral Palsy	2,536	13%
Autism	10,504	44%
Fifth Category*	1,992	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	454
Early Start / Under Age Three / 45 days to complete determination	357
Lanterman / Over Age Three / 120 days to complete determination	89
Provisional / Up to Age Five / 90 days to complete determination	8

NUMBER OF PERSONS DETERMINED ELIGIBLE	111
Children - Birth to Age Three Eligible for Early Start Services	0
Children and Adults - Ages Three and Older Eligible for Lanterman Services	54
• Number of children who received Early Start services	33
• Number of children who received Early Start services and had a diagnosis of autism	24
Children - Birth to Age Three Eligible for Prevention Resource and Referral Services	0

NUMBER OF CHILDREN NO LONGER ELIGIBLE FOR EARLY START OR PREVENTION RESOURCE AND REFERRAL SERVICES	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

APRIL 2024 ACTIVITY

Mission Statement

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

COMMUNITY LIFE

Related Guiding Principles

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

Provider Monitoring, Technical Support and Special Incident Investigation Activities Fiscal Year 2023-24

Type and Number of Reviews	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Annual Review	43	34	33	40	40	38
Unannounced	92	70	53	74	55	61
Total Number of Reviews	135	104	86	114	95	99

Provider Trainings	0	0	0	0	0	0
Technical Support	325	211	133	326	283	274
Corrective Action Plans	0	7	0	5	14	2
Special Incident Investigations*	9	3	4	38	41	56
COVID-19 Checklist	0	0	0	0	0	0

Type and Number of Reviews	Jan.	Feb.	Mar.	Apr.	May	June	Total
Annual Review	38	27	43	47			383
Unannounced	57	56	117	91			726
Total Number of Reviews	95	83	160	138			476

Provider Trainings	0	0	0	0			0
Technical Support	242	214	364	285			2,657
Corrective Action Plans	0	1	5	4			38
Special Incident Investigations*	37	30	61	63			342

* 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)

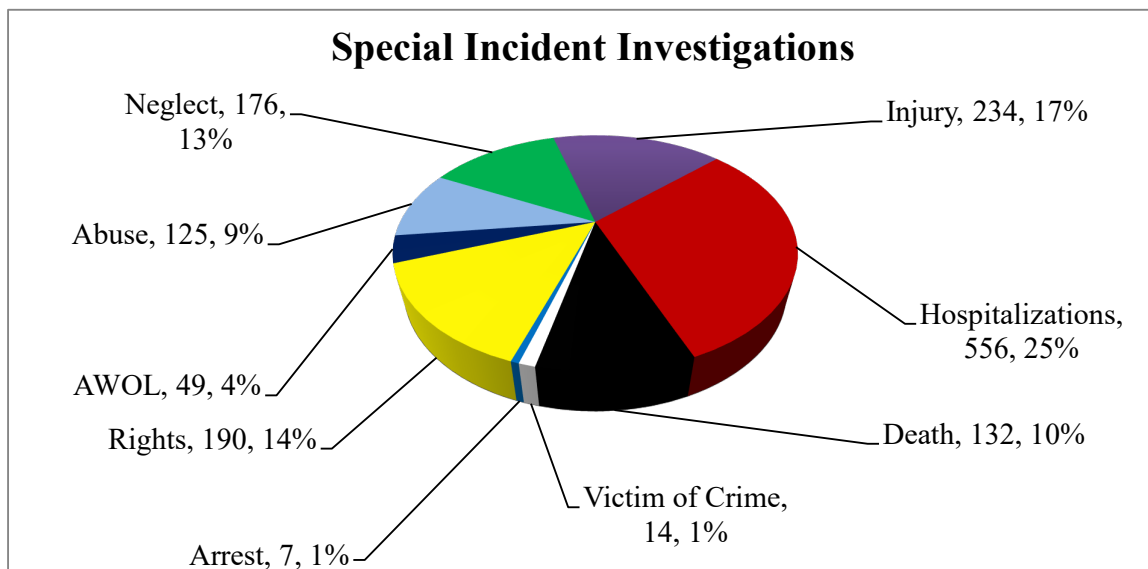
- (A) The consumer is missing and the vendor or long-term health care facility has filed a missing persons report with a law enforcement agency;
- (B) Reasonably suspected abuse/exploitation including:
 - 1. Physical;
 - 2. Sexual;
 - 3. Fiduciary;
 - 4. Emotional/mental; or
 - 5. Physical and/or chemical 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 2023-24

Type of Incident	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
AWOL	4	9	2	4	3	4
Abuse	9	16	11	15	12	12
Neglect	44	16	17	17	15	6
Injury	16	25	15	21	15	20
Hospitalizations - Total	28	29	27	44	46	42
<i>Psychiatric</i>	7	3	2	8	6	9
<i>Medical</i>	21	26	25	36	35	33
Death	17	11	16	12	14	13
Victim of crime	1	1	0	0	0	3
Arrest	1	0	0	0	0	2
Rights	69	7	31	8	6	6
Total	189	114	119	121	111	108

Type of Incident	Jan.	Feb.	Mar.	Apr.	May	June	Total
AWOL	9	7	2	5			49
Abuse	10	9	16	15			125
Neglect	7	12	14	28			176
Injury	32	34	35	21			234
Hospitalizations - Total	68	45	28	52			409
<i>Psychiatric</i>	19	7	7	9			77
<i>Medical</i>	49	38	21	44			328
Death	14	7	14	14			132
Victim of Crime	2	3	2	2			14
Arrest	1	1	0	2			7
Rights	6	35	2	20			190
Total	149	153	113	159	0	0	1,336



COMMUNITY LIFE continued

Provider Audits
Fiscal Year 2023-24

Number of Audits / Appeals / Recoveries

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

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

State Appeal		0			0	
Recovery		4			2	

Audit Findings (Dollar Amount)

Amount of Recovery	\$0.00	\$62,604.00	\$0.00	\$0.00	\$8,013.81	\$0.00
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Type of Audit	Jan.	Feb.	Mar.	Apr.	May	June	Total
Service Billing	0	2	0	0			3
Staffing	0	0	0	0			3
Level 4I Consultant	0	0	0	0			3
P&I (consumer funds)	0	2	0	1			5
Total Number of Audits	0	4	0	1			14

Number of Appeals / Recoveries

State Appeal							0
Recovery		3		1			4

Audit Findings (Dollar Amount)

Amount of Recovery	\$0.00	\$1,282.67	\$0.00	\$4,620.00	\$0.00	\$0.00	\$76,520.48
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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 2023-24

Number of Authorizations for Voucher Services

Type of Service	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Day Care - Family Member	81	84	78	81	78	77
Diapers - Family Member	7	3	3	4	2	2
Nursing Service - Family Member	47	51	52	51	49	48
Respite Service - Family Member	665	656	661	666	675	676
Transportation - Family Member	202	208	210	224	234	236
Total Number of Voucher Authorizations	1,002	1,002	1,004	1,026	1,038	1,039

Number of Authorizations for Voucher Services

Type of Service	Jan.	Feb.	Mar.	Apr.	May	June
Day Care - Family Member	76	82	86	84		
Diapers - Family Member	3	3	3	2		
Nursing Service - Family Member	46	47	46	48		
Respite Service - Family Member	674	681	692	690		
Transportation - Family Member	240	244	251	259		
Total Number of Voucher Authorizations	1,039	1,057	1,078	1,083	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 2023-24

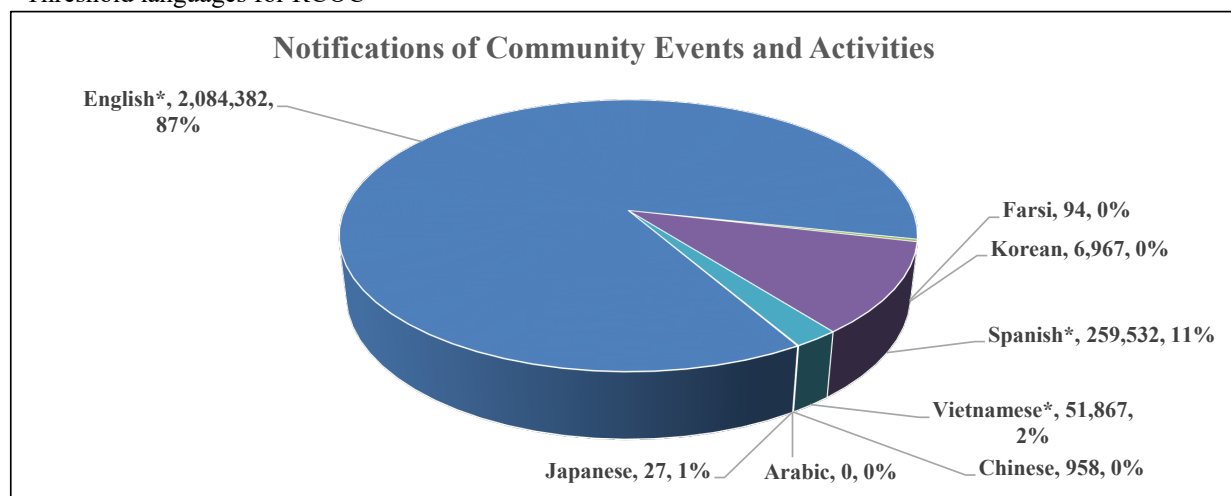
Number of Notifications

Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
English*	153,968	221,278	263,897	307,942	166,093	118,852
Farsi						0
Korean	555	200	1,839	82	932	1,075
Spanish*	8,000	39,791	36,187	31,942	23,200	11,763
Vietnamese*	9,234	2,792	12,351	3,666	2,551	4,532
Chinese			376	582		0
Japanese			27			
Arabic						
Total Number of Notifications	171,757	264,061	314,677	344,214	192,776	136,222

Number of Notifications

Language	Jan.	Feb.	Mar.	Apr.	May	June	Total
English*	186,155	218,226	198,477	249,494			2,084,382
Farsi	94	0	0	0			94
Korean	469	133	1,333	349			6,967
Spanish*	32,495	15,832	18,187	42,135			259,532
Vietnamese*	4,880	5,608	4,873	1380			51,867
Chinese	0	0	0	0			958
Japanese	0	0	0	0			27
Arabic							0
Total Number of Notifications	224,093	239,799	222,870	293,358	0	0	2,403,827

* 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 2023-24

Number of Outreach Events

Type of Outreach / Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
In Person/Zoom						
English	13	7	7	12	12	10
Spanish	1	3	3	3	1	
Vietnamese		3	2			
Other Languages			1	1 (Korean)		
In Print						
English		2		1	1	1
Spanish		1				
Vietnamese		1				
Other Languages						
TV / Radio						
English	2					
Spanish						
Vietnamese	5	4	4	5	5	5
Other Languages						
Total Number of Outreach Events	21	21	17	22	19	16

Number of Outreach Events

Language	Jan.	Feb.	Mar.	Apr.*	May*	June*	Total
In Person							
English	6	4	13	21			105
Spanish	2	3	3	4			23
Vietnamese		3	4				12
Other Languages			2				2
In Print							
English	1			2			8
Spanish							1
Vietnamese							1
Other Languages							0
TV / Radio							
English				1			3
Spanish							0
Vietnamese	4	5	5	4			46
Other Languages							0
Total Number of Outreach Events	13	15	27	32	0	0	203

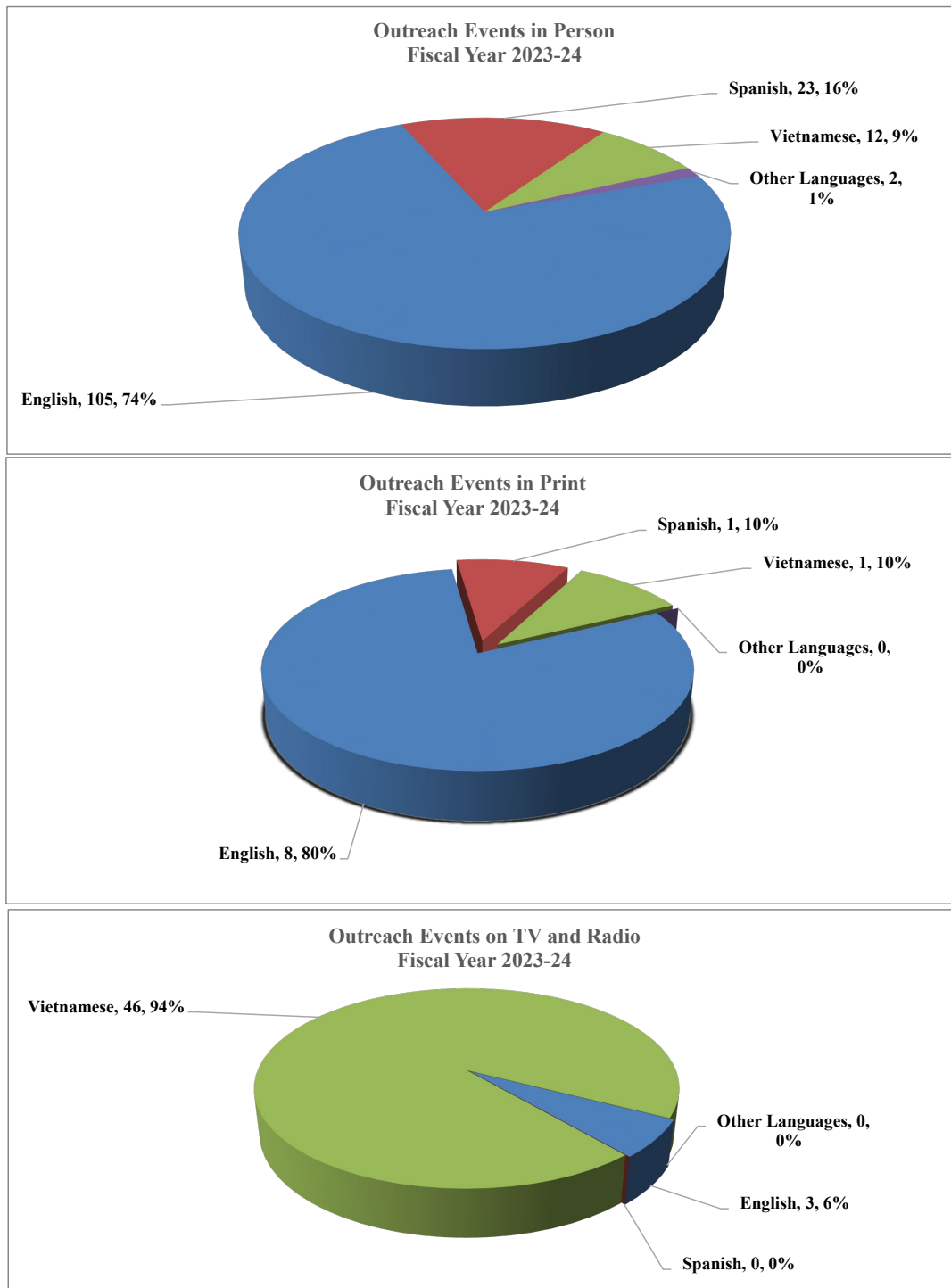
* Virtual Meetings

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 2023-24



EARLY INTERVENTION / PREVENTION

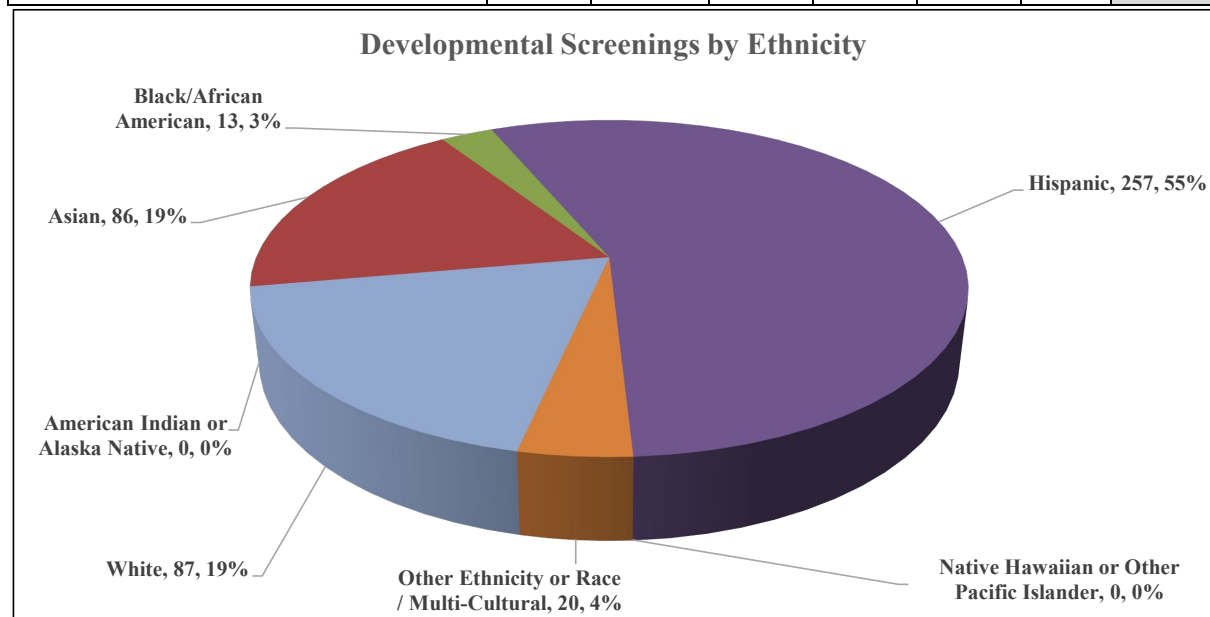
Related Guiding Principles

- 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 2023-24

Developmental Screenings by Ethnicity	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
American Indian or Alaska Native	0	0	0	0	0	0
Asian	1	0	7	16	11	0
Black/African American	0	0	3	0	1	1
Hispanic	13	17	54	7	36	12
Native Hawaiian or Other Pacific Islander	0	0	0	0	0	0
Other Ethnicity or Race / Multi-Cultural	2	2	3	0	2	1
White	3	3	14	0	14	5
Total Number Screened	19	22	81	23	64	19
Total Number Referred to RCOC	7	9	24	7	25	6

Developmental Screenings by Ethnicity	Jan.	Feb.	Mar.	Apr.	May	June	Total
American Indian or Alaska Native	0	0	0	0			0
Asian	8	11	17	15			86
Black/African American	2	2	3	1			13
Hispanic	27	10	65	16			257
Native Hawaiian or Other Pacific Islander	0	0	0	0			0
Other Ethnicity or Race / Multi-Cultural	2	1	0	7			20
White	20	2	6	20			87
Total Number Screened	59	26	91	59	0	0	463
Total Number Referred to RCOC	11	3	29	9			130



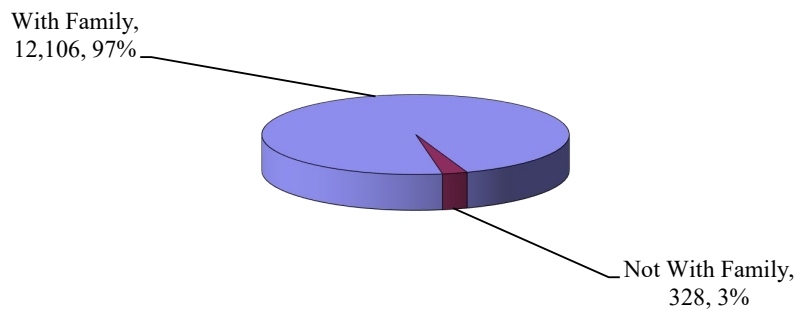
LIVING OPTIONS

Related Guiding Principles

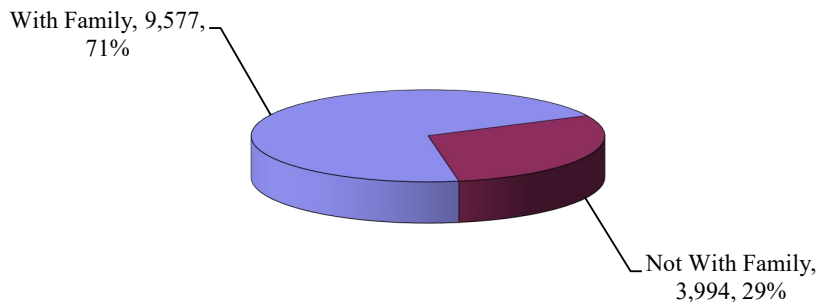
- *Culturally-sensitive services and supports are provided so that persons served can make informed choices on where and with whom they live, including owning or renting their own homes.*
- *Families whose minor or adult children choose to remain in the family home are supported through available resources.*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

Where Persons Served Live	Persons Served All	Persons Served Under 18	Persons Served Over 18
With Family	21,683	12,106	9,577
Not With Family	4,322	328	3,994
Totals	26,005	12,434	13,571

Where Persons Served Under 18 Live



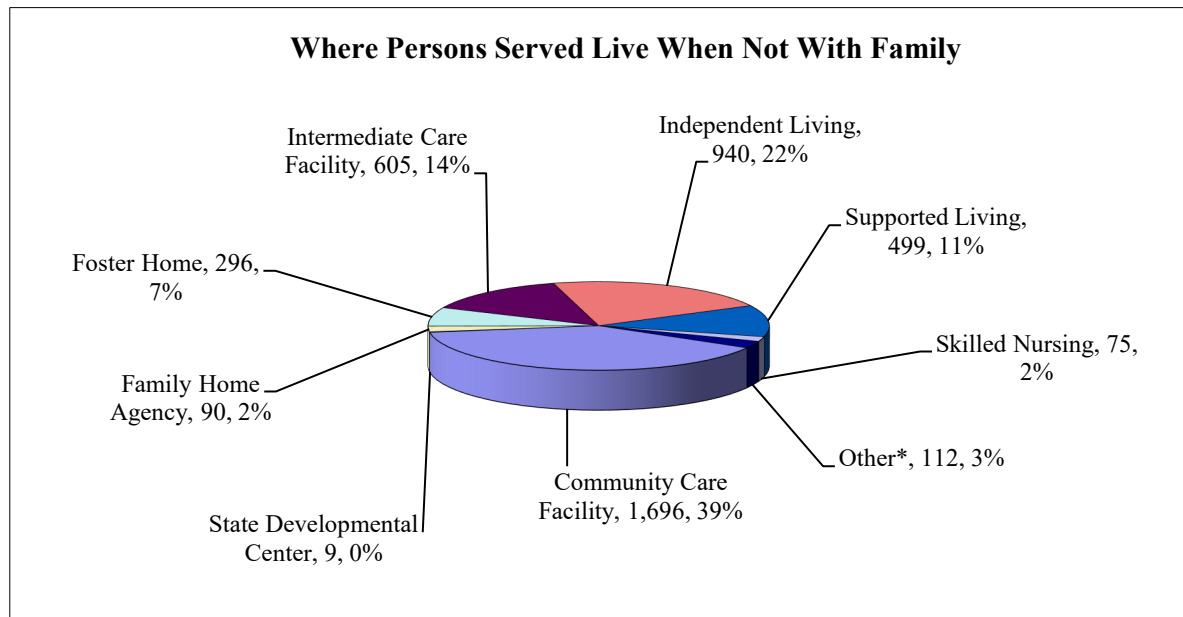
Where Persons Served Over 18 Live



LIVING OPTIONS, continued

Where Persons Served Live	All Persons Served	Persons Served Under 18	Persons Served Over 18
Family Home	21,683	12,106	9,577
Community Care Facility	1,696	17	1,679
State Developmental Center	9	0	9
Family Home Agency	90	0	90
Foster Home	296	289	7
Intermediate Care Facility	605	1	604
Independent Living	940	0	940
Supported Living	499	0	499
Skilled Nursing	75	0	75
Other*	112	21	91
Total	26,005	12,434	13,571

Other*			
Acute General Hospital	6	0	6
California Youth Authority	1	0	1
Community Treatment	3	1	2
Correctional Institution	1	0	1
County Jail	2	1	1
Other	0	0	0
Out of State	4	2	2
Psychiatric Treatment	24	5	19
Rehabilitation Center	5	0	5
SDC / State Hospital	9	0	9
Sub-Acute	42	13	29
Transient / Homeless	12	2	10
Total, Other*	109	24	85



LIVING OPTIONS, continued

Other Living Options

Family Home Agency

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

Foster Family Agency

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

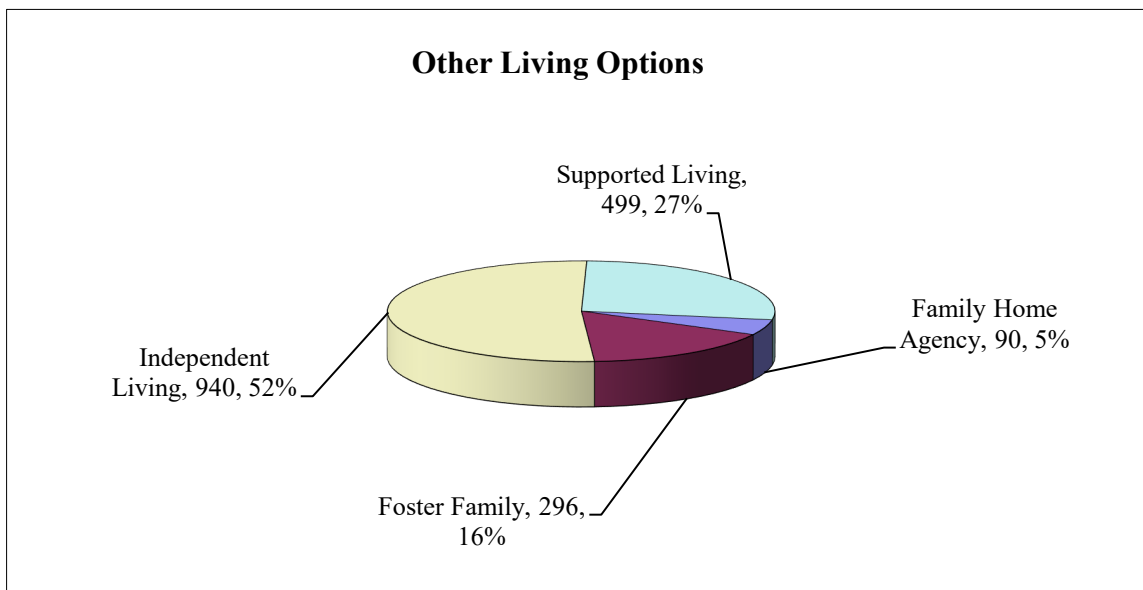
Independent Living

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

Supported Living

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

Other Living Options	Total	Under 18	Over 18
Family Home Agency	90	0	90
Foster Family	296	289	7
Independent Living	940	0	940
Supported Living	499	0	499
Total	1,825	289	1,536



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 2023-24*

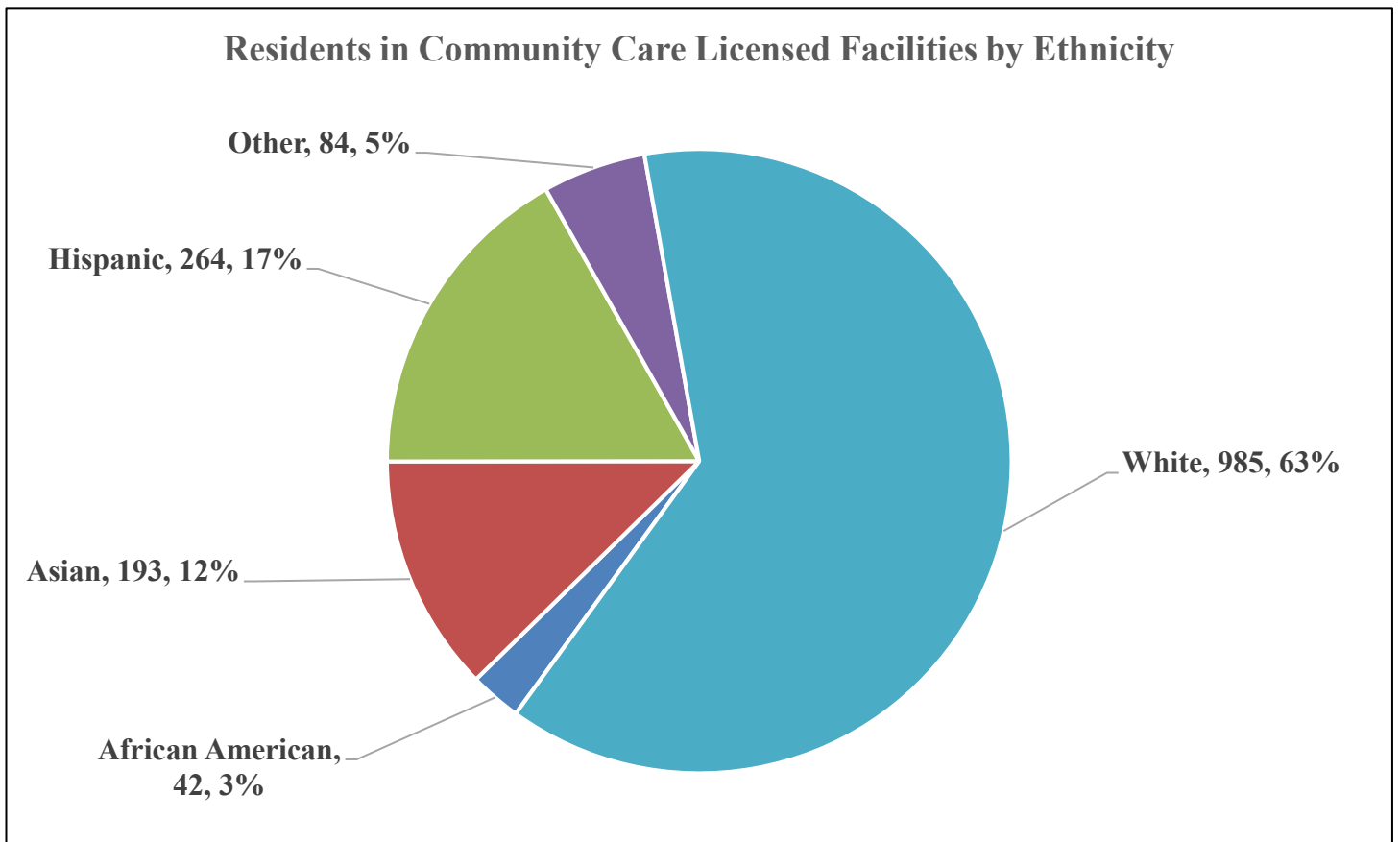
Licensed Facilities	Total	Over 18	Under 18
Level 2	164	164	0
Level 3	254	254	0
Level 4A	27	27	0
Level 4B	4	4	0
Level 4C	48	48	0
Level 4D	35	35	0
Level 4E	14	14	0
Level 4F	55	55	0
Level 4G	32	32	0
Level 4H	1	1	0
Level 4I	344	344	0
Elderly	5	5	0
ICF/DD-H	2	2	0
ICF/DD-N	3	3	0
ICF/DD	0	0	0
Skilled Nursing	0	0	0
Total	988	988	0

Licensed Facilities Summary	Total	Over 18	Under 18
Level 2	164	164	0
Level 3	254	254	0
Level 4	560	560	0
ICF/DD-H	2	2	0
ICF/DD-N	3	3	0
Elderly	5	5	0
Skilled Nursing	0	0	0
Total	988	988	0

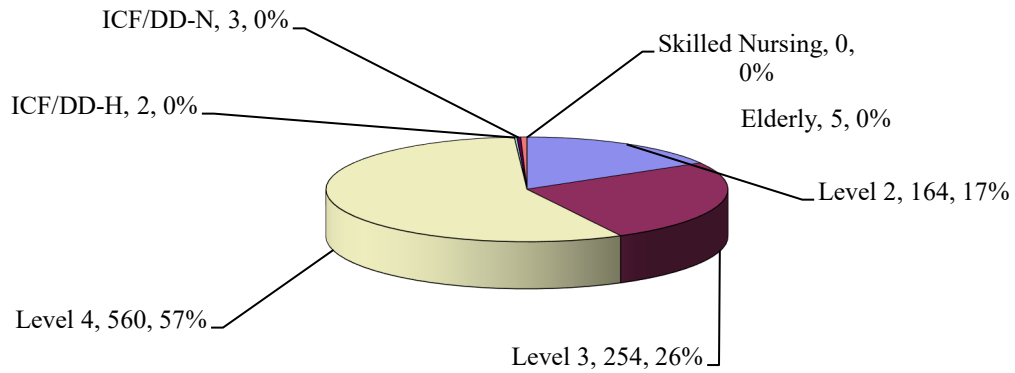
LIVING OPTIONS, continued

Persons Served Who Reside in Licensed Facilities Funded by RCOC by Ethnicity Fiscal Year 2023-24

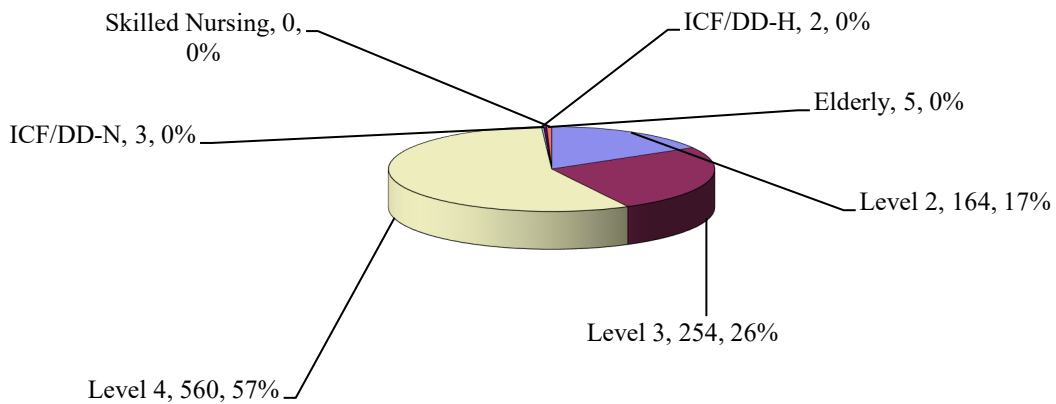
Licensed Facilities	African American	Asian	Hispanic	Other	White	Total
Level 2	7	24	54	12	202	299
Level 3	14	34	68	22	219	357
Level 4A	0	5	6	2	23	36
Level 4B	0	1	0	0	5	6
Level 4C	6	15	10	1	61	93
Level 4D	0	8	6	2	27	43
Level 4E	0	5	8	2	17	32
Level 4F	2	12	8	2	38	62
Level 4G	0	8	3	3	43	57
Level 4H	0	0	2	0	1	3
Level 4I	13	81	99	38	349	580
Total	42	193	264	84	985	1,568



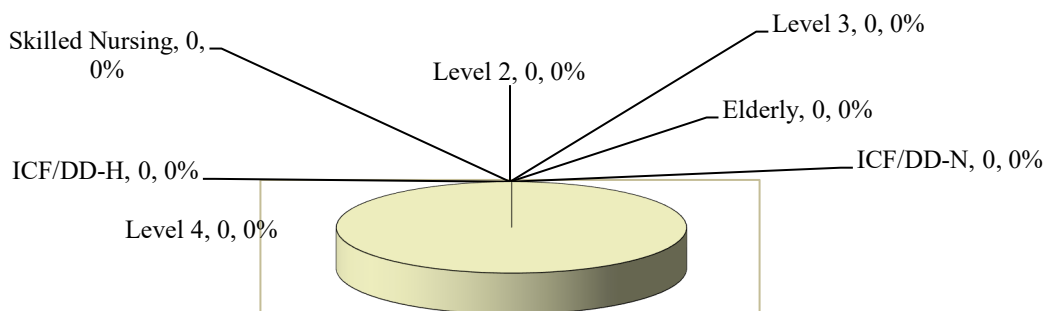
**Persons Served Who Reside in Licensed Facilities
Services Funded by RCOC**



**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**

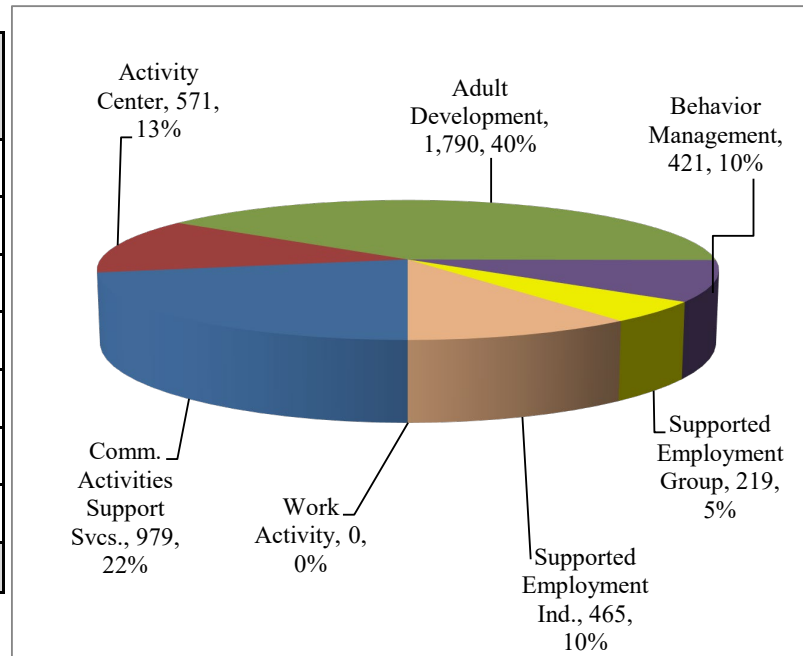


WORK

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.	979
Activity Center	571
Adult Development	1,790
Behavior Management	421
Supported Employment Group	219
Supported Employment Ind.	465
Work Activity	0
Total	4,445



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 2023-24

Service Coordination:	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Number of Service Coordinators (SC)	322.0	359.4	355.8	364.5	370.8	368.8
Number of Case-Carrying SCs	296.4	328.8	325.3	335.0	342.3	339.6
Number of Intake SCs	25.7	30.7	30.7	29.7	28.7	29.3
Number of Active Persons Served	23,980	25,484	25,600	25,688	25,734	25,798
Caseload Ratio, # of Active Persons Served/SCs	80.9	77.5	78.7	76.7	75.2	76.0

Service Coordination:	Jan.	Feb.	Mar.	Apr.	May	June
Number of Service Coordinators (SC)	381.4	388.4	393.3	400.7		
Number of Case-Carrying SCs	349.2	357.2	361.5	368.5		
Number of Intake SCs	32.3	31.3	32.3	32.3		
Number of Active Persons Served	25,826	25,897	25,995	26,089		
Caseload Ratio, # of Active Persons Served/SCs	74.0	72.5	71.9	70.8		

SERVICE PLANNING AND COORDINATION continued

Fair Hearings

Fiscal Year 2023-24

	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June
Number of Unsettled Hearing Requests*	26	22	20	17	15	15	17	15	17	21		
Eligibility - Lanterman	10	6	6	6	7	8	11	8	7	10		
Behavioral services	1					1	1	1	1	1		
Respite	1		1	1	2				2	1		
Day Care												
Self Determination Budget	2	3	4	4	2	1		1	1	3		
Personal Assistance						1	3	3	3	1		
Other**	6	3	3	3	2	1	1	3	4	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*	13	7	4	5	6	7	11	8	12	6		
Eligibility - Lanterman	6	4	2	4	3	3	6	2	4	2		
Eligibility - Early Start												
Behavioral services	1						1					
Respite					2				2			
Day Care												
Social/Recreational							1					
Social Skills Training												
SDP	2	1	1							2		
Personal Assistance						1	2		1			
Other**	4	2	1	1	1	1		3	2	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	4	9	8	8	6	4	7	9	5	9		
Number of Informal Meetings Held	4	6	5	4	5	2	6	8	2	6		
Number of Mediations Held		3	3	4	1	2	1	1	3	3		
Number of SLFHs Held												

Number of Requests in Scheduling*	13	6	4	0	5	4	3	0	11	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*	0	0	0	0	0	0	0	0	0	0		
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* State Level Fair Hearing (SLFH) held but awaiting decision.

Number of Requests Settled	9	7	8	9	4	7	7	7	1	8		
Withdrawn by Person Served/Family	1		1	2	1	2	4	1		1		
Settled in Informal	6	5	4	3	3	3	3	5	1	5		
Settled after further follow-up by RCOC								0				
Settled in Mediation	1	2	3	3		2		1		2		
SLFH Decision	1			1				0				

State Level Fair Hearing Decisions

Prevailing Party												
Person Served/Family												
RCOC	1			1								
Split												

ADMINISTRATION AND GOVERNANCE

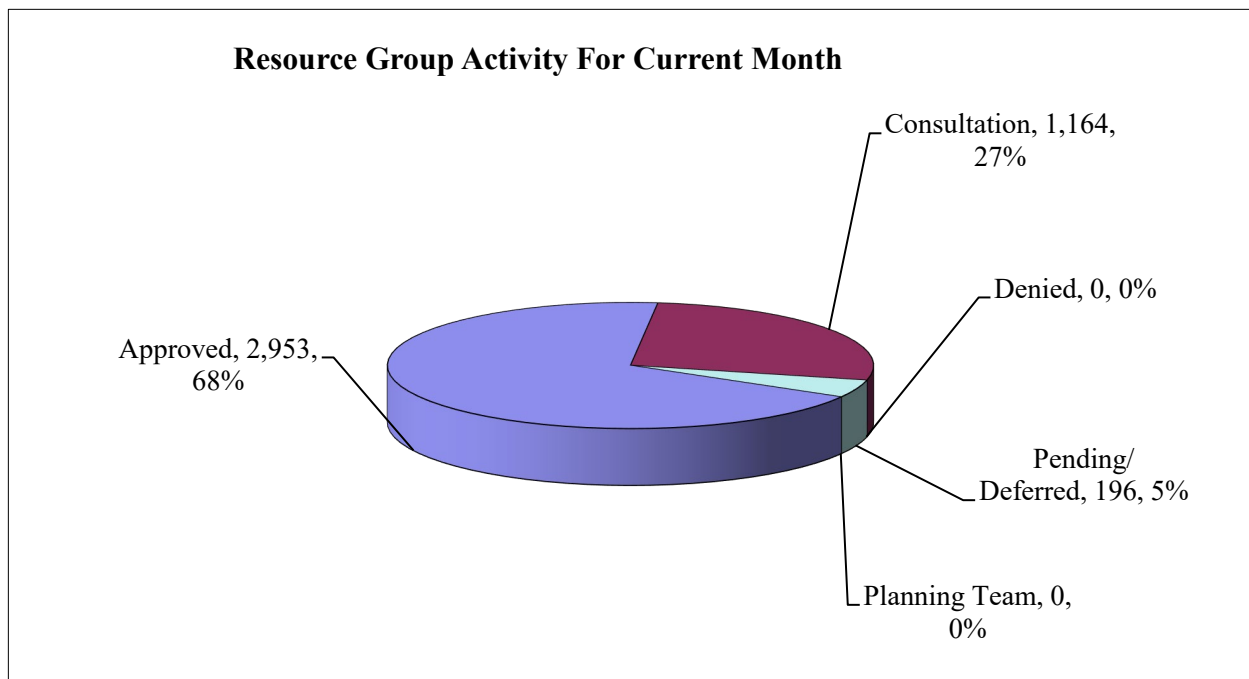
Guiding Principle

- *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 April 2024 and Fiscal Year to Date

Disposition	Approved	Consultation	Denied	Pending/Deferred	Planning Team	Total
Adult Day	690	374	0	65	0	1,129
Behavioral	96	68	0	18	0	182
Education	0	0	0	0	0	0
Eligibility/Health	74	6	0	6	0	86
Early Start	555	151	0	30	0	736
Living Options	254	180	0	4	0	438
Supported/Ind.	258	163	0	29	0	450
All Others	1026	222	0	44	0	1,292
Monthly Total	2,953	1,164	0	196	0	4,313

FY 2022-23 Total to Date	31,845	13,985	0	2,063	0	47,893
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Operations Report Summary - April 2024

About Persons Served	Early Start	Medicaid Waiver	All Other	SDC	Total	Under 18	Over 18
Number of Persons Served	3,443	8,771	11,765	9	23,988	12,434	13,571
<i>Percentage of Total</i>	<i>14%</i>	<i>37%</i>	<i>49%</i>	<i>0%</i>	<i>100%</i>	<i>52%</i>	<i>57%</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	21,683	12,106	9,577
Community Care Facility	1,696	17	1,679
State Developmental Center	9	0	9
Family Home Agency	90	0	90
Foster Home	296	289	7
Intermediate Care Facility	605	1	604
Independent Living	940	0	940
Supported Living	499	0	499
Skilled Nursing	75	0	75
Other	112	21	91
Total	26,005	12,434	13,571

Special Incident Investigations	Year to Date
AWOL	49
Abuse	125
Neglect	176
Injury	234
Hospitalizations - Total	409
Death	132
Victim of crime	14
Arrest	7
Rights	190
Total	1,336

Number of Licensed Facilities

Community Care Facilities	Total	Under 18	Over 18
Level 2	71	0	71
Level 3	81	0	81
Level 4	215	12	203
Total Community Care Facilities	367	12	355

Licensed Facility Monitoring	Year to Date
Annual Review	383
Unannounced	726
Total Number of Reviews	476
Provider Trainings	0
Technical Support	2,657
Corrective Action Plans	38

Intermediate Care Facilities (ICF)	
ICF-DD	0
ICF-DD/Habilitation	70
ICF-DD/Nursing	41
Total ICF Facilities	111

Number of Audits	14
Amount of Recovery from Audits	\$76,520

Total Licensed Facilities	478
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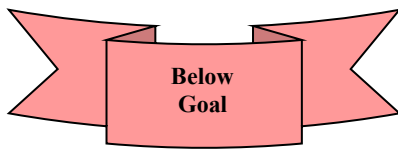
Performance Contract Summary

RCOC as of 5/01/2024	All	RCOC #	Goal	Percentage	# Attained
Developmental Center (DC)	26,075	9	0	0.03%	-9
Children in Foster Homes (FH)	12,507	278	315	2.22%	-37
Children Own Home Parent/Guardian	12,507	12,192	11,300	97.48%	892
Total # Children (FH,Parent/Guardian)	12,507	12,470	11,615	99.70%	855
Adult FHA	13,559	88	110	0.65%	-22
Independent Living (IL)	13,559	929	924	6.85%	5
Adults Residing Own Home - Parent	13,559	9,615	9,150	70.91%	465
Supported Living (SL)	13,559	492	512	3.63%	-20
Total # Adults (FHA, IL,Parent/Guardian, SL)	13,559	11,124	10,696	82.04%	428
Children Residing in a CCF (7+ beds)	12,507	0	0	0.00%	0
Children Residing in a ICF (7+ beds)	12,507	0	0	0.00%	0
Children Residing in a Nursing Facility (7+ beds)	12,507	0	0	0%	0
Total Children Residing in 7+ bed facilities	12,507	0	0	0.00%	0
Adults Residing in a CCF (7+ beds)	13,559	117	114	0.86%	-3
Adults Residing in a ICF (7+ beds)	13,559	14	6	0.10%	-8
Adults Residing in a Nursing Facility (7+ beds)	13,559	80	74	0.59%	-6
Total Adults Residing in 7+ bed facilities	13,559	211	194	1.56%	-17
Total Individuals Over Age 3 with <=120 days	303	301	100%	99.34%	99.34%
Total Individuals Over Age 3 with 121-240 days	303	2	0%	0.66%	0.66%
Total Individuals Over Age 3 Over 240 days	303	0	0%	0.00%	0.00%
Adults with Integrated Employment Goal	13,559	48%	65%		
Total Number of Incentive Payments Made	13,559	69			
Avg. Wage per Hour After Incentive Payment	13,559	\$14.40			
Number of Persons Served with Earned Income	13,559	1,965			
Percentage of 16-64 Earned Income	13,559	14.5%			
Annual Earnings of 16-64	13,559	\$13,564			
Number of Adults in CIE After Paid Intern	13,559	0			
Percentage Adults Transitioned Internship to CIE	13,559	0%			
Total Annual Expenditures Race/Ethnicity	26,075				

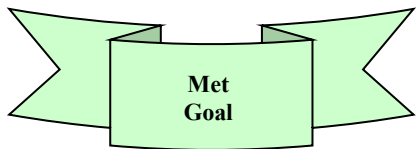
Performance Contract 2023-2024 Cover Sheet



= Better than Statewide Average



= Below Regional Center of Orange County Goal



= Met Regional Center of Orange County Goal



= Met or Exceeded Regional Center of Orange County Goal



= Exceeded Regional Center of Orange County Goal

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



Performance Contract 2023-2024

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

Compliance Measure	Outcome
Unqualified audit with no material findings	Yes
Substantial compliance with DDS fiscal audit	Yes
Operates within OPS budget	Yes
Certified to participate in Waiver	Yes
Compliance with vendor audit requirements per contract, Article III, sec. 10	Met
CDER/ESR current	95.35
Intake/Assessment and IFSP (0-2)	99.52
IPP development biennial	Annual, 99.46
IFSP development	69.28



Performance Contract 2023-2024

I. Developmental Center

Planned Activities

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

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

- Implementation of Community Placement Plan/Resource Development Plan for FYs 2021-2022 and 2022-2023.

Progress: In FY 2019-2020, RCOC moved the last persons served from Fairview Developmental Center into the community. The remaining individuals are served at Porterville Developmental Center where they remain for competency issues. During Public Meetings in August 2022, RCOC had 8 persons served, or 0.03%, in Developmental Centers.

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

	Percentage	All Consumers	Consumers in DC			
Statewide Average	0.06%	384,188	233			
RCOC Public Hearing 8/17/22	0.03%	23,394	8	Goal	%	# Attained
RCOC 5/01/24	0.03%	26,075	9	0	0.03%	-9
Analysis as of Public Hearing	RCOC % of DD pop		6.09%	RCOC % of DC pop		3.43%

Number of Persons Served Residing DC's



	Total Active Caseload	Goal	DC	%	Number Attained
Jan-23	24,544	0	10	0.04%	-10
Feb-23	24,616	0	10	0.04%	-10
Mar-23	24,769	0	10	0.04%	-10
Apr-23	24,906	0	9	0.04%	-9
May-23	25,035	0	10	0.04%	-10
Jun-23	25,232	0	10	0.04%	-10
Jul-23	25,350	0	10	0.04%	-10
Aug-23	25,477	0	10	0.04%	-10
Sep-23	25,600	0	10	0.04%	-10
Oct-23	25,677	0	10	0.04%	-10
Nov-23	25,722	0	9	0.03%	-9
Dec-23	25,754	0	8	0.03%	-8
Jan-24	25,813	0	9	0.03%	-9
Feb-24	25,891	0	9	0.03%	-9
Mar-24	25,962	0	9	0.03%	-9
Apr-24	26,075	0	9	0.03%	-9
May-24		0			
Jun-24		0			

Performance Contract 2023-2024

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

Planned Activities

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

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

Progress: A. During public meetings, RCOC had 284, or 2.64%, of children in foster homes.

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

	Percentage	All Children	Children in FH			
Statewide Average	2.66%	197,711	5,256	Goal	%	# Attained
RCOC Public Hearing 8/17/22	2.64%	10,752	284			
RCOC 5/01/24	2.22%	12,507	278	315	2.22%	-37
Analysis as of Public Hearing	RCOC % of DD pop.		5.44%	RCOC % of FH pop.		5.40%



	Total Children Status 1&2	Goal	Children in Foster Homes	%	Number Attained
Jan-23	11,574	315	316	2.73%	1
Feb-23	11,616	315	313	2.69%	-2
Mar-23	11,706	315	308	2.63%	-7
Apr-23	11,832	315	315	2.66%	0
May-23	11,915	315	312	2.62%	-3
Jun-23	12,053	315	323	2.68%	8
Jul-23	12,129	315	321	2.65%	6
Aug-23	12,217	315	322	2.64%	7
Sep-23	12,295	315	323	2.63%	8
Oct-23	12,323	315	313	2.54%	-2
Nov-23	12,332	315	315	2.55%	0
Dec-23	12,325	315	305	2.47%	-10
Jan-24	12,344	315	311	2.52%	-4
Feb-24	12,382	315	295	2.38%	-20
Mar-24	12,427	315	288	2.32%	-27
Apr-24	12,507	315	278	2.22%	-37
May-24		315			
Jun-24		315			

Below Goal

Progress: B. During public meetings, RCOC had 10,425, or 96.96%, 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	96.94%	197,711	191,657			
RCOC Public Hearing 8/17/22	96.96%	10,752	10,425	Goal	%	# Attained
RCOC 5/01/24	97.48%	12,507	12,192	11,300	97.48%	892
Analysis as of Public Hearing	RCOC % of DD pop.		5.44%	RCOC % of Home		96.96%



	Total Children	Children in own home Parent/Guardian	Children in Own Home Parent/Guardian	%	Number Attained
Jan-23	11,574	11,300	11,220	96.94%	-80
Feb-23	11,616	11,300	11,264	96.97%	-36
Mar-23	11,706	11,300	11,359	97.04%	59
Apr-23	11,832	11,300	11,475	96.89%	175
May-23	11,915	11,300	11,561	97.03%	261
Jun-23	12,053	11,300	11,688	96.97%	388
Jul-23	12,129	11,300	11,765	97.00%	465
Aug-23	12,217	11,300	11,850	97.00%	550
Sep-23	12,295	11,300	11,926	97.00%	626
Oct-23	12,323	11,300	11,963	97.08%	663
Nov-23	12,332	11,300	11,972	97.08%	672
Dec-23	12,325	11,300	11,980	97.20%	680
Jan-24	12,344	11,300	11,994	97.16%	694
Feb-24	12,382	11,300	12,049	97.31%	749
Mar-24	12,427	11,300	12,099	97.36%	799
Apr-24	12,507	11,300	12,192	97.48%	892
May-24		11,300			
Jun-24		11,300			

Exceeded Goal

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

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

	%	All Children	Total Number Children in Homes			
Statewide Average	99.65%	197,611	196,913			
RCOC Public Hearing 8/17/22	99.60%	10,752	10,709	Goal	%	# Attained
RCOC 5/01/24	99.70%	12,507	12,470	11,615	99.70%	855
Analysis of Public Hearing	RCOC % of DD pop		5.44%	RCOC % Homes		85.88%

	Total Children Status 1&2	Goal	Total Number Children in Homes	%	Number Attained
Jan-23	11,574	11,615	11,536	99.67%	-79
Feb-23	11,616	11,615	11,577	99.66%	-38
Mar-23	11,706	11,615	11,667	99.67%	52
Apr-23	11,832	11,615	11,790	99.65%	175
May-23	11,915	11,615	11,873	99.65%	258
Jun-23	12,053	11,615	12,011	99.65%	396
Jul-23	12,129	11,615	12,086	99.65%	471
Aug-23	12,217	11,615	12,172	99.63%	557
Sep-23	12,295	11,615	12,249	99.63%	634
Oct-23	12,323	11,615	12,276	99.62%	661
Nov-23	12,332	11,615	12,287	99.64%	672
Dec-23	12,325	11,615	12,285	99.68%	670
Jan-24	12,344	11,615	12,305	99.68%	690
Feb-24	12,382	11,615	12,344	99.69%	729
Mar-24	12,427	11,615	12,387	99.68%	772
Apr-24	12,507	11,615	12,470	99.70%	855
May-24		11,615			
Jun-24		11,615			

Exceeded Goal

Performance Contract 2023-2024

III. Adults Residing in Home Settings

Planned Activities

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

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

- RCOC will provide service coordinator training to assist families in establishing maintenance plans in the event of temporary caregiver illness/incapacity and for eventual transition plans.
- RCOC will request vendors to include 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 99, or 0.78%, 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			
Statewide Average	0.82%	186,242	1,529			
RCOC Public Hearing 8/17/22	0.78%	12,634	99	Goal	%	# Attained
RCOC 5/01/24	0.65%	13,559	88	110	0.65%	-22
Analysis as of Public Hearing	RCOC % of DD pop		6.78%	RCOC % of FHA pop		6.47%

	Total Adults Status 2	Goal	Adults in FHA	%	Number Attained
Jan-23	12,970	110	91	0.70%	-19
Feb-23	12,990	110	90	0.69%	-20
Mar-23	13,053	110	90	0.69%	-20
Apr-23	13,065	110	90	0.69%	-20
May-23	13,110	110	90	0.69%	-20
Jun-23	13,179	110	89	0.68%	-21
Jul-23	13,211	110	90	0.68%	-20
Aug-23	13,250	110	89	0.67%	-21
Sep-23	13,295	110	87	0.65%	-23
Oct-23	13,344	110	86	0.64%	-24
Nov-23	13,381	110	86	0.64%	-24
Dec-23	13,421	110	86	0.64%	-24
Jan-24	13,460	110	87	0.65%	-23
Feb-24	13,500	110	88	0.65%	-22
Mar-24	13,526	110	90	0.67%	-20
Apr-24	13,559	110	88	0.65%	-22
May-24		110			
Jun-24		110			

Below Goal

Progress: B. During public meetings, RCOC had 903, or 7.15%, 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			
Statewide Average	9.48%	186,242	17,651			
RCOC Public Hearing 8/17/22	7.15%	12,634	903	Goal	%	# Attained
RCOC 5/01/24	6.85%	13,559	929	924	6.85%	5
Analysis of Public Hearing	RCOC % of DD pop		6.78%	RCOC % of IL pop		5.12%

	Total Adults Status 2	Goal	Adults in Independent Living	%	Attained
Jan-23	12,970	924	907	6.99%	-17
Feb-23	12,990	924	912	7.02%	-12
Mar-23	13,053	924	917	7.03%	-7
Apr-23	13,065	924	924	7.07%	0
May-23	13,110	924	930	7.09%	6
Jun-23	13,179	924	935	7.09%	11
Jul-23	13,211	924	937	7.09%	13
Aug-23	13,250	924	934	7.05%	10
Sep-23	13,295	924	935	7.03%	11
Oct-23	13,344	924	937	7.02%	13
Nov-23	13,381	924	935	6.99%	11
Dec-23	13,421	924	928	6.91%	4
Jan-24	13,460	924	932	6.92%	8
Feb-24	13,500	924	930	6.89%	6
Mar-24	13,526	924	929	6.87%	5
Apr-24	13,559	924	929	6.85%	5
May-24		924			
Jun-24		924			

Exceeded Goal

Progress: C. During public meetings, RCOC had 8,719, or 69.01%, of adults residing in own home-parent.

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

	Percentage	Total Adults Status 2	Adults Residing Own Home - Parent			
Statewide Average	67.43%	186,242	125,589			
RCOC Public Hearing 8/17/22	69.01%	12,634	8,719	Goal	%	# Attained
RCOC 5/01/24	70.91%	13,559	9,615	9,150	70.91%	465
Analysis of Public Hearing	RCOC % of DD pop		6.78%	RCOC % of own home		6.94%



	Total Adults Status 2	Goal	Adults Residing Own Home - Parent	%	Number Attained
Jan-23	12,970	9,150	9,052	69.79%	-98
Feb-23	12,990	9,150	9,072	69.84%	-78
Mar-23	13,053	9,150	9,120	69.87%	-30
Apr-23	13,065	9,150	9,132	69.90%	-18
May-23	13,110	9,150	9,181	70.03%	31
Jun-23	13,179	9,150	9,241	70.12%	91
Jul-23	13,211	9,150	9,263	70.12%	113
Aug-23	13,250	9,150	9,305	70.23%	155
Sep-23	13,295	9,150	9,346	70.30%	196
Oct-23	13,344	9,150	9,401	70.45%	251
Nov-23	13,381	9,150	9,440	70.55%	290
Dec-23	13,421	9,150	9,475	70.60%	325
Jan-24	13,460	9,150	9,510	70.65%	360
Feb-24	13,500	9,150	9,546	70.71%	396
Mar-24	13,526	9,150	9,571	70.76%	421
Apr-24	13,559	9,150	9,615	70.91%	465
May-24		9,150			
Jun-24		9,150			



Progress: D. During public meetings, RCOC had 496, or 3.93%, 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	5.02%	186,242	9,359			
RCOC Public Hearing 8/17/22	3.93%	12,634	496	Goal	%	# Attained
RCOC 5/01/24	3.63%	13,559	492	512	3.63%	-20
Analysis of Public Hearing	RCOC % of DD pop		6.78%	RCOC % of SL pop		5.30%

	Total Adults Status 2	Goal	Adults Residing Supported Living	%	Number Attained
Jan-23	12,970	512	492	3.79%	-20
Feb-23	12,990	512	493	3.80%	-19
Mar-23	13,053	512	499	3.82%	-13
Apr-23	13,065	512	498	3.81%	-14
May-23	13,110	512	498	3.80%	-14
Jun-23	13,179	512	500	3.79%	-12
Jul-23	13,211	512	499	3.78%	-13
Aug-23	13,250	512	495	3.74%	-17
Sep-23	13,295	512	495	3.72%	-17
Oct-23	13,344	512	491	3.68%	-21
Nov-23	13,381	512	492	3.68%	-20
Dec-23	13,421	512	491	3.66%	-21
Jan-24	13,460	512	492	3.66%	-20
Feb-24	13,500	512	493	3.65%	-19
Mar-24	13,526	512	495	3.66%	-17
Apr-24	13,559	512	492	3.63%	-20
May-24		512			
Jun-24		512			

Below Goal



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

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

	Percentage	Total Adults Status 2	Total Number Adults in Home Settings			
Statewide Average	82.75%	186,242	154,119			
RCOC Public Hearing 8/17/22	80.97%	12,634	10,217	Goal	%	# Attained
RCOC 5/01/24	82.04%	13,559	11,124	10,696	82.04%	428
Analysis of Public Hearing	RCOC % of DD pop		6.78%	RCOC % of Home		6.63%

	Total Adults Status 2	Goal	Total Number Adults in Home Settings	%	Number Attained
Jan-23	12,970	10,696	10,542	81.28%	-154
Feb-23	12,990	10,696	10,567	81.35%	-129
Mar-23	13,053	10,696	10,626	81.41%	-70
Apr-23	13,065	10,696	10,644	81.47%	-52
May-23	13,110	10,696	10,699	81.61%	3
Jun-23	13,179	10,696	10,765	81.68%	69
Jul-23	13,211	10,696	10,789	81.67%	93
Aug-23	13,250	10,696	10,823	81.68%	127
Sep-23	13,295	10,696	10,863	81.71%	167
Oct-23	13,344	10,696	10,915	81.80%	219
Nov-23	13,421	10,696	10,980	81.81%	284
Dec-23	13,421	10,696	11,013	81.83%	317
Jan-24	13,460	10,696	11,021	81.88%	325
Feb-24	13,500	10,696	11,057	81.90%	361
Mar-24	13,526	10,696	11,085	81.95%	389
Apr-24	13,559	10,696	11,124	82.04%	428
May-24		10,696			
Jun-24		10,696			

Exceeded Goal

Performance Contract 2023-2024

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

Planned Activities

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

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

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

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

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

	Percentage	Total Children Status 1&2	Children Residing in CCF 7+ Beds			
Statewide Average	0.01%	197,711	13			
RCOC Public Hearing 8/17/22	0.00%	10,752	0	Goal	%	# Attained
RCOC 5/01/24	0.00%	12,507	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.44%	RCOC % of CCF 7+		0.00%



	Total Children Status 1&2	Goal	Children Residing CCF 7+ Beds	%	Met Goal Number Attained
Jan-23	11,574	0	1	0.01%	-1
Feb-23	11,616	0	1	0.01%	-1
Mar-23	11,706	0	1	0.01%	-1
Apr-23	11,832	0	1	0.01%	-1
May-23	11,915	0	1	0.01%	-1
Jun-23	12,053	0	1	0.01%	-1
Jul-23	12,129	0	1	0.01%	-1
Aug-23	12,217	0	1	0.01%	-1
Sep-23	12,295	0	0	0.00%	0
Oct-23	12,323	0	0	0.00%	0
Nov-23	12,332	0	0	0.00%	0
Dec-23	12,325	0	0	0.00%	0
Jan-24	12,344	0	0	0.00%	0
Feb-24	12,382	0	0	0.00%	0
Mar-24	12,427	0	0	0.00%	0
Apr-24	12,507	0	0	0.00%	0
May-24		0			
Jun-24		0			

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

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

	Percentage	Total Children Status 1&2	Children Residing in an ICF 7+ beds			
Statewide Average	0.02%	197,711	34			
RCOC Public Hearing 8/17/22	0.00%	10,752	0	Goal	%	# Attained
RCOC 5/01/24	0.00%	12,507	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.44%	RCOC % of ICF 7+		0.00%



	Total Children Status 1&2	Goal	Children Residing ICF 7+ Beds	%	Number Attained
Jan-23	12,574	0	0	0.00%	0
Feb-23	11,616	0	0	0.00%	0
Mar-23	11,706	0	0	0.00%	0
Apr-23	11,832	0	0	0.00%	0
May-23	11,915	0	0	0.00%	0
Jun-23	12,053	0	0	0.00%	0
Jul-23	12,129	0	0	0.00%	0
Aug-23	12,217	0	0	0.00%	0
Sep-23	12,295	0	0	0.00%	0
Oct-23	12,323	0	0	0.00%	0
Nov-23	12,332	0	0	0.00%	0
Dec-23	12,325	0	0	0.00%	0
Jan-24	12,344	0	0	0.00%	0
Feb-24	12,382	0	0	0.00%	0
Mar-24	12,427	0	0	0.00%	0
Apr-24	12,507	0	0	0.00%	0
May-24		0			
Jun-24		0			

Met Goal

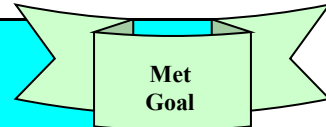
Progress: C. During public meetings, RCOC had no children residing in a nursing facility. Placements to nursing facilities are at family request and/or due to specialized services.

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	0.00%	197,711	7			
RCOC Public Hearing 8/17/22	0.00%	10,752	0	Goal	%	# Attained
RCOC 5/01/24	0.00%	12,507	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.44%	RCOC % of NF		0.00%



	Total Children Status 1&2	Goal	Children Residing in a Nursing Facility (NF)	%	Number Attained
Jan-23	12,574	0	0	0.00%	0
Feb-23	11,616	0	0	0.00%	0
Mar-23	11,706	0	0	0.00%	0
Apr-23	11,832	0	0	0.00%	0
May-23	11,915	0	0	0.00%	0
Jun-23	12,053	0	0	0.00%	0
Jul-23	12,129	0	0	0.00%	0
Aug-23	12,217	0	0	0.00%	0
Sep-23	12,295	0	0	0.00%	0
Oct-23	12,323	0	0	0.00%	0
Nov-23	12,332	0	0	0.00%	0
Dec-23	12,325	0	0	0.00%	0
Jan-24	12,344	0	0	0.00%	0
Feb-24	12,382	0	0	0.00%	0
Mar-24	12,427	0	0	0.00%	0
Apr-24	12507	0	0	0.00%	0
May-24		0			
Jun-24		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%	197,711	54			
RCOC Public Hearing 8/17/22	0.00%	10,752	0	Goal	%	# Attained
RCOC 5/01/24	0.00%	12,507	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.44%	RCOC % 7+ Bed		0.00%



	Total Children Status 1&2	Goal	Total Children Residing in 7+ Bed	%	Number Attained
Jan-23	11,574	0	1	0.01%	-1
Feb-23	11,616	0	1	0.01%	-1
Mar-23	11,706	0	1	0.01%	-1
Apr-23	11,832	0	1	0.01%	-1
May-23	11,915	0	1	0.01%	-1
Jun-23	12,053	0	1	0.01%	-1
Jul-23	12,129	0	1	0.01%	-1
Aug-23	12,217	0	1	0.01%	-1
Sep-23	12,295	0	0	0.00%	0
Oct-23	12,323	0	0	0.00%	0
Nov-23	12,332	0	0	0.00%	0
Dec-23	12,325	0	0	0.00%	0
Jan-24	12,344	0	0	0.00%	0
Feb-24	12,382	0	0	0.00%	0
Mar-24	12,427	0	0	0.00%	0
Apr-24	12,507	0	0	0.00%	0
May-24		0			
Jun-24		0			



Performance Contract 2023-2024

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

Planned Activities

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

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

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

Progress: A. During public meetings, RCOC had 122, or 0.97%, 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			
Statewide Average	0.79%	186,242	1,466			
RCOC Public Hearing 8/17/22	0.97%	12,634	122	Goal	%	# Attained
RCOC 5/01/24	0.86%	13,559	117	114	0.86%	-3
Analysis of Public Hearing	RCOC % of DD pop		6.78%	RCOC % Adult 7+ CCF		8.32%

	Total Adults Status 2	Goal	Adults Residing in CCF 7+ Beds	%	Number Attained
Jan-23	12,970	114	120	0.93%	-6
Feb-23	12,990	114	121	0.93%	-7
Mar-23	13,053	114	119	0.91%	-5
Apr-23	13,065	114	118	0.90%	-4
May-23	13,110	114	118	0.90%	-4
Jun-23	13,179	114	117	0.89%	-3
Jul-23	13,211	114	115	0.87%	-1
Aug-23	13,250	114	115	0.87%	-1
Sep-23	13,295	114	113	0.85%	1
Oct-23	13,344	114	113	0.85%	1
Nov-23	13,381	114	112	0.84%	2
Dec-23	13,421	114	114	0.85%	0
Jan-24	13,460	114	119	0.88%	-5
Feb-24	13,500	114	119	0.88%	-5
Mar-24	13,526	114	118	0.87%	-4
Apr-24	13,559	114	117	0.86%	-3
May-24		114			
Jun-24		114			

Below Goal

Progress: B. During public meetings, RCOC had 12, or 0.09%, 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			
Statewide Average	0.41%	186,242	755			
RCOC Public Hearing 8/17/22	0.09%	12,634	12	Goal	%	# Attained
RCOC 5/01/24	0.10%	13,559	14	6	0.10%	-8
Analysis of Public Hearing	RCOC % of DD pop		6.78%	RCOC % ICF 7+		1.59%



	Total Adults Status 2	Goal	Adults Residing ICF 7+ Beds	%	Number Attained
Jan-23	12,970	6	14	0.11%	-8
Feb-23	12,990	6	13	0.10%	-7
Mar-23	13,053	6	13	0.10%	-7
Apr-23	13,065	6	14	0.11%	-8
May-23	13,110	6	14	0.11%	-8
Jun-23	13,179	6	15	0.11%	-9
Jul-23	13,211	6	15	0.11%	-9
Aug-23	13,250	6	15	0.11%	-9
Sep-23	13,295	6	16	0.12%	-10
Oct-23	13,344	6	16	0.12%	-10
Nov-23	13,381	6	16	0.12%	-10
Dec-23	13,421	6	15	0.11%	-9
Jan-24	13,421	6	15	0.11%	-9
Feb-24	13,500	6	15	0.11%	-9
Mar-24	13,526	6	15	0.11%	-9
Apr-24	13,559	6	14	0.10%	-8
May-24		6			
Jun-24		6			

Below Goal

Progress: C. During public meetings, RCOC had 78, or 0.62%, 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			
Statewide Average	0.52%	186,242	967			
RCOC Public Hearing 8/17/22	0.62%	12,634	78	Goal	%	# Attained
RCOC 5/01/24	0.59%	13,559	80	74	0.59%	-6
Analysis of Public Hearing	RCOC % DD pop		6.78%	RCOC % NF		8.07%

	Total Adults Status 2	Goal	Adults Residing in NF	%	Number Attained
Jan-23	12,970	74	79	0.61%	-5
Feb-23	12,990	74	80	0.62%	-6
Mar-23	13,053	74	91	0.70%	-17
Apr-23	13,065	74	91	0.70%	-17
May-23	13,110	74	81	0.62%	-7
Jun-23	13,179	74	79	0.60%	-5
Jul-23	13,211	74	75	0.57%	-1
Aug-23	13,250	74	75	0.57%	-1
Sep-23	13,295	74	74	0.56%	0
Oct-23	13,344	74	74	0.55%	0
Nov-23	13,381	74	75	0.56%	-1
Dec-23	13,421	74	79	0.59%	-5
Jan-24	13,460	74	74	0.55%	0
Feb-24	13,500	74	77	0.57%	-3
Mar-24	13,526	74	75	0.55%	-1
Apr-24	13,559	74	80	0.59%	-6
May-24		74			
Jun-24		74			

Below Goal

Progress: D. During public meetings, RCOC had 212, or 1.68%, of adults residing in a facility with 7+ beds. Placements to 7+ bed facilities are at family request and/or due to specialized services.

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

	Percentage	Total Adults Status 2	Total Adults Residing in 7+ Bed			
Statewide Average	1.71%	186,242	3,188			
RCOC Public Hearing 8/17/22	1.68%	12,634	212	Goal	%	# Attained
RCOC 5/01/24	1.56%	13,559	211	194	1.56%	-17
Analysis of Public Meeting	RCOC % of DD pop		6.78%	RCOC % 7+ Bed		6.65%



	Total Adults Status 2	Goal	Total Adults Residing in 7+ Beds	%	Number Attained
Jan-23	12,970	194	194	1.64%	-19
Feb-23	12,990	194	214	1.65%	-20
Mar-23	13,053	194	223	1.71%	-29
Apr-23	13,065	194	223	1.71%	-29
May-23	13,110	194	213	1.62%	-19
Jun-23	13,179	194	211	1.60%	-17
Jul-23	13,211	194	205	1.55%	-11
Aug-23	13,250	194	205	1.55%	-11
Sep-23	13,295	194	203	1.53%	-9
Oct-23	13,344	194	203	1.52%	-9
Nov-23	13,381	194	203	1.52%	-9
Dec-23	13,421	194	208	1.55%	-14
Jan-24	13,460	194	208	1.55%	-14
Feb-24	13,526	194	211	1.56%	-17
Mar-24	13,559	194	211	1.56%	-17
Apr-24		194			
May-24		194			
Jun-24		194			

Below Goal

Performance Contract 2023-2024

VI. Intake Duration

Planned Activities

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

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

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

Progress: A. During public meetings, RCOC had 222, or 98.23%, 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		
Statewide Average	95.05%	9,095	8,645		
RCOC Public Hearing 8/17/22	98.00%	226	222	Goal	% Attained
RCOC 5/01/24	99.34%	303	301	100.00%	99.34%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 with <=120 Days	% Attained
Jan-23	242	100%	240	99.17%
Feb-23	262	100%	260	99.24%
Mar-23	237	100%	237	100%
Apr-23	285	100%	285	100%
May-23	317	100%	317	100%
Jun-23	290	100%	290	100%
Jul-23	297	100%	295	99.33%
Aug-23	283	100%	283	100%
Sep-23	273	100%	269	98.53%
Oct-23	247	100%	247	100%
Nov-23	274	100%	274	100%
Dec-23	270	100%	270	100%
Jan-24	260	100%	259	99.62%
Feb-24	242	100%	239	98.76%
Mar-24	274	100%	273	99.64%
Apr-24	303	100%	301	99.34%
May-24		100%		
Jun-24		100%		

Below
Goal

Progress: B. During public meetings, RCOC had 4, or 1.77%, 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		
Statewide Average	3.83%	9,095	348		
RCOC Public Hearing 8/17/22	2.00%	226	4	Goal	% Attained
RCOC 5/01/24	0.66%	303	2	0.00%	0.66%



	Total Number of Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 With 121- 240 Days	%
Jan-23	242	0.00%	1	0.41%
Feb-23	262	0.00%	1	0.38%
Mar-23	237	0.00%	0	0.00%
Apr-23	285	0.00%	0	0.00%
May-23	317	0.00%	0	0.00%
Jun-23	290	0.00%	0	0.00%
Jul-23	297	0.00%	2	0.67%
Aug-23	283	0.00%	0	0.00%
Sep-23	273	0.00%	4	1.47%
Oct-23	247	0.00%	0	0.00%
Nov-23	274	0.00%	0	0.00%
Dec-23	270	0.00%	0	0.00%
Jan-24	260	0.00%	1	0.38%
Feb-24	242	0.00%	2	0.83%
Mar-24	274	0.00%	1	0.36%
Apr-24	303	0.00%	2	0.66%
May-24		0.00%		
Jun-24		0.00%		



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

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

	Percentage	Total Number Individuals Age 3 or Over	Total Number Individuals Over Age 3 Over 240 Days		
Statewide Average	1.12%	9,095	102		
RCOC Public Meeting 8/17/22	0.00%	226	0	Goal	% Attained
RCOC 5/01/24	0.00%	303	0	0.00%	0.00%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 Over 240 Days	% Attained
Jan-23	242	0%	1	0.41%
Feb-23	262	0%	1	0.38%
Mar-23	237	0%	0	0.00%
Apr-23	285	0%	0	0.00%
May-23	317	0%	0	0.00%
Jun-23	290	0%	0	0.00%
Jul-23	297	0%	0	0.00%
Aug-23	283	0%	0	0.00%
Sep-23	273	0%	0	0.00%
Oct-23	247	0%	0	0.00%
Nov-23	274	0%	0	0.00%
Dec-23	270	0%	0	0.00%
Jan-24	260	0%	0	0.00%
Feb-24	242	0%	1	0.41%
Mar-24	274	0%	0	0.00%
Apr-24	303	0%	0	0.00%
May-24		0%		
Jun-24		0%		



Performance Contract 2023-2024

VII. National Core Indicators (NCI) Employment

Planned Activities

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

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

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

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

	Percentage	
RCOC FY 2011-12	46%	Goal
RCOC FY 2014-15	47%	50%
RCOC FY 2018-19	57%	65%
RCOC FY 2020-21	48%	70%



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

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

Fiscal Year	30 Day	6 Month	12 Month
2017-18	155	97	78
2018-19	151	128	83
2019-20	131	115	90
2020-21	84	63	60
Goal	110	85	75

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

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

Fiscal Year	Hours Week	Wage
2017-18	23.5	\$11.31
2018-19	21	\$12.06
2019-20	22	\$13.06
2020-21	20	\$14.40
Goal	24	\$15.50

Performance Contract 2023-2024

VIII. Employment Development Department (EDD) Employment

Planned Activities

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

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

Progress: A. Results from the Employment Development Department (EDD) conducted in 2019 indicate that 2,335 persons served ages 16-64 had earned income. In 2020, 1,726 persons served ages 16-64 had earned income.

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



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

Progress: B. Results from the EDD in 2019 indicate that 20% of persons served ages 16-64 reported having earned income. In 2020, the percentage of persons served ages 16-64 reporting earned income was 22.22%.

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



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

Progress: C. Results from the EDD in 2018 indicate that average annual wages for persons served ages 16-64 was \$8,806. In 2019, the average annual wage for persons served ages 16-64 was \$9,578. This measure will also compare average annual wages of all people with disabilities

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

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

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

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

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

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

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

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

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

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

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

Performance Contract 2023-2024

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

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

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

Progress: A. Review of fiscal year 2017-18 purchase of service data and client master file (CMF) for initial data source. Fiscal year 2020-21 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.

Birth to Age 2				
Ethnicity	Total Persons	Percentage of Expenditures	Total Authorized	Utilized
American Indian or Alaska Native	7 ↑	0.08% ↑	\$27,709 ↑	46.8% ↓
Asian	888 ↑	19% ↑	\$6,974,303 ↓	62.3% ↓
Black/African American	78 ↑	1.42% ↑	\$521,436 ↑	57.1% ↑
Hispanic	1,808 ↓	32.71% ↓	\$11,986,479 ↓	58.1% ↓
Native Hawaiian or Other Pacific Islander	12 ↑	0.24% ↑	\$89,096 ↑	64.6% ↑
Other Ethnicity or Race / Multi-Cultural	1,314 ↓	27.2% ↑	\$9,968,093 ↓	60.8% ↑
White	1,067 ↑	19.31% ↑	\$7,075,012 ↓	57% ↓
Totals	5,174 ↓	100.0%	\$36,642,130 ↓	

Age 3 to 21 Years				
Ethnicity	Total Persons	Percentage of Expenditures	Total Authorized	Utilized
American Indian or Alaska Native	15 ↑	0.9% ↑	\$94,851 ↓	49.9% ↓
Asian	1,913 ↑	16.68% ↓	\$17,881,688 ↑	51.6% ↓
Black/African American	199 ↑	2% ↑	\$2,162,089 ↑	55.1% ↓
Hispanic	3,974 ↑	28.43% ↓	\$30,489,363 ↑	56.7% ↓
Native Hawaiian or Other Pacific Islander	18 ↓	0.2% ↑	\$217,214 ↑	57% ↓
Other Ethnicity or Race / Multi-Cultural	1,933 ↑	19.97% ↑	\$21,410,236 ↑	53.5% ↓
White	2,213 ↓	32.62% ↓	\$34,978,597 ↑	63.8% ↓
Totals	10,265 ↑	100.0%	\$107,234,038 ↑	



Age 22 and Over				
Ethnicity	Total Persons	Percentage of Expenditures	Total Authorized	Utilized
American Indian or Alaska Native	22 ↓	0.3% ↔	\$1,474,983 ↑	82.8% ↓
Asian	1,442 ↑	11.3% ↓	\$53,498,601 ↑	74.6% ↓
Black/African American	261 ↑	2.7% ↓	\$12,799,478 ↑	80.7% ↓
Hispanic	2,793 ↑	18.76% ↓	\$88,798,778 ↑	76.7% ↓
Native Hawaiian or Other Pacific Islander	12 ↑	1%	\$349,818 ↑	71.6% ↓
Other Ethnicity or Race / Multi-Cultural	848 ↑	7.5% ↑	\$35,244,572 ↑	78% ↓
White	4,757 ↑	59.39% ↑	\$281,084,614 ↑	79.3% ↓
Totals	10,135 ↑	100.0%	\$473,250,844 ↑	

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

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

Birth to 2 Years			
Ethnicity	Total Eligible	Case Management	Percent No Services
American Indian or Alaska Native	7 ↑	0 ↓	0.0% ↓
Asian	888 ↑	77 ↑	8.7% ↑
Black/African American	78 ↑	4 ↑	5.1% ↑
Hispanic	1,808 ↓	181 ↑	10% ↑
Native Hawaiian or Other Pacific Islander	12 ↑	0	0.0%
Other Ethnicity or Race / Multi-Cultural	1,314 ↓	70 ↑	8.6% ↑
White	1,067 ↑	70 ↑	6.6% ↑
Totals	5,174↓	445 ↑	8.6% ↑

Age 3 to 21 Years			
Ethnicity	Total Eligible	Case Management	Percent No Services
American Indian or Alaska Native	15	7 ↑	46.7% ↑
Asian	1,913 ↑	779 ↑	40.7% ↑
Black/African American	199 ↑	83 ↑	41.7% ↑
Hispanic	3,974 ↑	1,984 ↑	46.9% ↓
Native Hawaiian or Other Pacific Islander	18 ↓	11	61.1% ↑
Other Ethnicity or Race / Multi-Cultural	1,933 ↑	742 ↑	38.4% ↑
White	2,213 ↑	789 ↑	35.7% ↑
Totals	10,265 ↑	4,395 ↑	42.8% ↑



Age 22 and Older			
Ethnicity	Total Eligible	Case Management	Percent No Services
American Indian or Alaska Native	22 ↓	3 ↓	13.6% ↓
Asian	1,442 ↑	337 ↑	23.4% ↑
Black/African American	261 ↑	58 ↑	22.2% ↑
Hispanic	2,793 ↑	712 ↑	25.5% ↑
Native Hawaiian or Other Pacific Islander	12 ↑	4 ↑	33.3% ↑
Other Ethnicity or Race / Multi-Cultural	848 ↑	192 ↑	22.6% ↑
White	4,757 ↑	716 ↑	15.1% ↑
Totals	10,135 ↑	2,022 ↑	20% ↑



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

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

Primary Language	Total People	POS Authorized Per Capita	Percentage Utilized
ASL (American Sign Language)	30 ↑	\$47,662 ↓	84.1% ↑
English	19,553 ↑	\$20,140 ↓	74.2% ↓
Spanish	4,499 ↓	\$9,146 ↑	68.3% ↓
Mandarin Chinese	67 ↓	\$7,105 ↓	58.7% ↓
Vietnamese	1,084 ↑	\$9,421 ↓	69.3% ↓
Korean	141 ↑	\$23,888 ↑	77.8% ↓
Tagalog	20 ↓	\$29,933 ↑	81.2% ↓
Arabic	47 ↑	\$7,363 ↑	61.4% ↓
Farsi	51	\$9,545	64%

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: June 6, 2024
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 Marcell Bassett for a Three-Year Term Commencing July 1, 2024 and Ending June 30, 2027**

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:

Mr. Marcell Bassett will complete his first year term on July 1, 2024. The Executive Committee recommends that the Board renew Mr. Bassett's membership for a three-year term, commencing July 1, 2024 and ending June 30, 2027.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

That the Board approve Mr. Marcell Bassett's membership for a three-year term, commencing July 1, 2024 and ending June 30, 2027.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: June 6, 2024
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 Sandy Martin for a Three-Year Term Commencing September 1, 2024 and Ending August 31, 2027**

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. Sandy Martin will complete her second term on August 31, 2024. The Executive Committee recommends that the Board renew Ms. Martin's membership for a three-year term, commencing September 1, 2024 and ending August 31, 2027.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

That the Board approve Ms. Sandy Martin's membership for a three-year term, commencing September 1, 2024 and ending August 31, 2027.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: June 6, 2024
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 Chinh Nguyen for a Three-Year Term Commencing September 1, 2024 and Ending August 31, 2027**

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. Chinh Nguyen will complete her second term on August 31, 2024. The Executive Committee recommends that the Board renew Ms. Nguyen's membership for a three-year term, commencing September 1, 2024 and ending August 31, 2027.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

That the Board approve Ms. Chinh Nguyen's membership for a three-year term, commencing September 1, 2024 and ending August 31, 2027.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: June 6, 2024

TO: Board of Directors

FROM: Sandy Martin
Chair, Executive Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: **Approval of Board of Directors' Meeting Schedule for Fiscal Year 2024-25**

BACKGROUND:

The Board of Directors approves its meeting schedule annually.

REASON FOR CURRENT ITEM:

The proposed meeting schedule is attached.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

That the Board approve its meeting schedule for fiscal year 2024-25 as presented.

FY 2024-2025 Meeting Schedule for RCOC Board of Directors

Board of Directors Meeting 5-8 p.m. <i>Board Rooms</i>	Board of Directors Training 5:30-7 p.m. <i>Board Rooms</i>	Board Packet Review 3-4 p.m. <i>Board Rooms</i>	Budget & Finance 4-5 p.m. <i>Board Rooms</i>	Peer Advisory 3-4 p.m. <i>Board Room C</i>	Executive 5-6 p.m. <i>Executive Board/Closed Session Room</i>	Legislative & Community Awareness 5-6 p.m. <i>Executive Board/Closed Session Room</i>	Policies & Outcomes 6-7 p.m. <i>Executive Board/Closed Session Room</i>	Board Recruitment & Training 5-6 p.m. <i>Executive Board/Closed Session Room</i>	Vendor Advisory 2-4 p.m. <i>Board Room C</i>
<i>Minimum of Six 1st Thursdays</i>	<i>1st Thursday</i>	<i>1st Thursday</i>	<i>1st Thursday</i>	<i>3rd Wednesday</i>	<i>3rd Monday</i>	<i>2nd Tuesday</i>	<i>3rd Monday</i>	<i>2nd Monday</i>	<i>2nd Tuesday</i>
Dark	7/13/24^	Dark	Dark	Dark	7/15/24	7/9/24	7/15/24	7/8/24	7/9/24
Dark	Dark	Dark	Dark	Dark	Dark	Dark	Dark	Dark	Dark
9/5/24	Dark	9/5/24	9/5/24	9/18/24	9/16/24	Dark	Dark	9/9/24	9/10/24
Dark	10/3/24	Dark	Dark	10/16/24	10/21/24	10/8/24	10/21/24	Dark	10/8/24
11/7/24	Dark	11/7/24	11/7/24	Dark	11/18/24	Dark	Dark	11/12/24**	11/12/24
Dark	Dark	Dark	Dark	Dark	Dark	Dark	Dark	Dark	Dark
1/9/25*	Dark	1/9/25*	1/9/25*	1/15/25	1/21/25**	1/14/25	Dark	1/13/25	1/14/25
Dark	2/6/25	Dark	Dark	2/19/25	2/18/25**	Dark	2/18/25**	2/10/25	2/11/25
3/6/25	Dark	3/6/25	3/6/25	3/19/25	3/17/25	Dark	Dark	Dark	3/11/25
Dark	4/3/25	Dark	Dark	Dark	4/21/25	4/8/25	4/21/25	4/14/25	4/8/25
5/1/25	Dark	5/1/25	5/1/25	5/21/25	5/19/25	Dark	5/19/25	5/12/25	5/13/25
6/5/25	Dark	6/5/25	6/5/25	6/18/25	6/16/25	Dark	Dark	Dark	6/10/25

*Scheduled on second Thursday due to holiday

**Scheduled for Tuesday due to Monday holiday

^ Board Retreat

**Regional Center of Orange County
Nominating Committee
May 20, 2024
Videoconference Minutes**

Committee Members Present: Sandy Martin, Chair
Cliff Amsden
Bruce Hall
Yvonne Kluttz
Jacqueline Nguyen

RCOC Staff Present: Larry Landauer, Executive Director
Jerrod Bonner, Director of Information Technology
Arturo Cazares, Director of Community Services
Bonnie Ivers, Director of Clinical Services
Jennifer Montanez, Director of Case Management
Christy Petteruto, General Counsel
Marta Vasquez, Chief Financial Officer
Stacy Wong, Director of Human Resources

Corporate Counsel Present: Greg Simonian, Esq.

Ms. Sandy Martin called the videoconference meeting to order at 5:05 p.m.

I. Slate of Officers for Upcoming Election

Ms. Martin stated that the Committee must develop a slate of officers to be recommended for approval at the Board of Directors' meeting on June 6, 2024. The committee then discussed the following candidates for the officer positions.

M/S/C to recommend appointment of the following slate of officers to RCOC's Board of Directors for the term commencing July 1, 2024 and ending December 31, 2025

<i>Chairperson:</i>	<i>Sandy Martin</i>
<i>Vice-Chairperson:</i>	<i>Meena Chockalingam</i>
<i>Treasurer:</i>	<i>Jacqueline Nguyen</i>
<i>Secretary:</i>	<i>Yvonne Kluttz</i>

Ms. Martin adjourned the meeting at 5:12 p.m.

Recorder: Sandra Lomeli

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: June 6, 2024

TO: Board of Directors

FROM: Sandy Martin
Chair, Nominating Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: **Approval of Proposed Slate of Officers with New Terms Commencing July 1, 2024 and Ending December 31, 2025**

BACKGROUND:

RCOC's Bylaws describe the offices of the Board and the election process (Sections 3.01 and 3.02). The officers of the Board shall be the Chairperson, Vice-Chairperson, Secretary and Treasurer. The terms of officers shall be for 18 months. The Board shall elect its officers at a regularly scheduled Board meeting held at least one month prior to the end of the current officers' terms. In addition to the Directors nominated by the Nominating Committee, any Director may nominate a Director for any office. Election of each officer shall require a majority vote of all members of the Board.

REASON FOR CURRENT ITEM:

The Nominating Committee met on May 20, 2024, and proposes the following slate of officers for terms commencing July 1, 2024 and ending December 31, 2025.

Chairperson: Sandy Martin
Vice-Chairperson: Meena Chockalingam
Treasurer: Jacqueline Nguyen
Secretary: Yvonne Kluttz

FISCAL IMPACT:

None.

RECOMMENDATIONS:

That the Board approve the proposed slate of officers as presented.

**Regional Center of Orange County
Board Recruitment and Training Committee
May 13, 2024
Videoconference Minutes**

Committee Members Present: Sandy Martin, Chair
Bruce Hall
Chinh Nguyen
Fernando Peña

Committee Member Absent: Frances Hernandez
Hilda Mendez

RCOC Staff Present: Larry Landauer, Executive Director
Jerrod Bonner, Director of Information Technology
Arturo Cazares, Director of Community Services
Bonnie Ivers, Director of Clinical Services
Marta Vasquez, Chief Financial Officer

Ms. Sandy Martin called the videoconference meeting to order at 5:01 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 the need to recruit new members to ensure compliance with the composition requirements of the Lanterman Act. Much discussion ensued about recruitment efforts and Committee members following up with potential Board applicants.

II. Board Development and Training

A. Discuss Board Training Schedule and Topics

Ms. Martin requested that the list of potential Board training topics be made available for the Committee to review at the next meeting.

The Committee also reviewed the draft agenda for the upcoming Board retreat scheduled for Saturday, July 13, 2024.

***Board Recruitment and Training Committee Minutes
May 13, 2024***

III. Community Forum

No community members were present at the meeting.

IV. Other

Ms. Martin reminded Committee members about the upcoming Person-Centered Thinking (PCT) training that is open to Board members. The training sessions will be available July through October 2024.

Ms. Martin adjourned the meeting at 5:27 p.m.

Recorder: Sandra Lomeli

**Regional Center of Orange County
Policies and Outcomes Committee
May 20, 2024
Videoconference Minutes**

Committee Members Present: Cliff Amsden, Chairperson
Meena Chockalingam
Jacqueline Nguyen
Sandy Martin
John “Chip” Wright

Board Member Present: Yvonne Kluttz

RCOC Staff Members Present: Larry Landauer, Executive Director
Jerrod Bonner, Director of Information Technology
Arturo Cazares, Director of Community Services
Bonnie Ivers, Director of Clinical Services
Jennifer Montanez, Director of Case Management
Christy Petteruto, General Counsel
Jack Stanton, Associate Director of Housing
Marta Vasquez, Chief Financial Officer

Corporate Counsel Present: Greg Simonian, Esq.

Mr. Cliff Amsden called the videoconference meeting to order at 6:12 p.m.

I. Governance Policies

A. Review of the Ends Policy

The Committee reviewed and proposed revisions to the policy.

M/S/C to recommend that the Board approve the Ends Policy as proposed

B. Review of the Whistleblower Policy

The Committee reviewed and did not propose any revisions to the policy.

II. Outcomes

A. Person Centered Thinking (PCT) Update

Ms. Jennifer Montanez, RCOC’s Director of Case Management, reported that RCOC has extended an invitation to its Board members to participate in the next PCT training. The trainings are available in two or three-day sessions that will cover topics such as, Important To/For, One-Page Descriptions, the Donut and Working/Not Working. Other topics

RCOC Policies and Outcomes Committee Minutes
May 20, 2024

covered are culture, importance of language, and institutional change. The training sessions will be held July through October 2024.

B. Health and Wellness Project Update

Dr. Bonnie Ivers, RCOC's Clinical Director reported that there were no updates.

C. Employment Update

Mr. Arturo Cazares, RCOC's Director of Community Services, reported that Children's Hospital of Orange County (CHOC) held its Project Search graduation on May 17, 2023. There were seven persons served that graduated from the program.

D. Housing Update

Mr. Jack Stanton, RCOC's Associate Director of Housing, reported that the Department of Developmental Services (DDS) has applied to be a partner agency for the U.S. Department of Housing and Urban Development (HUD) 811 grant projects through the State of California. DDS would be one of several agencies involved in approving tenants who will reside in any project funded through the California Housing Finance Agency (CalFHA) to specific builders, developers and housing organizations. The HUD 811 funds would assist with building costs or the acquisition of existing projects, as well as provide a set number of site based voucher units to be occupied by residents who meet initial eligibility criteria (ages 18-61 and Medi-Cal eligible) and are referred directly by various tenant referral organizations, including RCOC.

E. National Core Indicators (NCI) Update

Mr. Landauer reported that due to the low return rate the State Council on Developmental Disabilities (SCDD) will be resending the NCI Family surveys via mail and email.

III. Community Forum

No community members were present.

Mr. Amsden adjourned the meeting at 6:25 p.m.

Recorder: Sandra Lomeli

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: June 6, 2024

TO: Board of Directors

FROM: Clifford Amsden, Chair
Policies and Outcomes Committee

SUBJECT: **Approval of the Ends Policies**

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

BACKGROUND:

The Policies and Outcomes Committee is charged with reviewing and/or drafting policies that are necessary to meet the organization's Mission. The Committee is also charged with annually or biennially reviewing policies for their continued usefulness and clarity. At its meeting on May 20, 2024, the Policies and Outcomes Committee reviewed the Ends Policies.

REASON FOR CURRENT ITEM:

After review, the Policies and Outcomes Committee recommends revisions to the Ends Policies, as indicated in the attachment.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

That the Board approve the revisions to the Ends Policies, as presented.

I. ENDS POLICIES

A. 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.

B. Vision Statement

Every person served by RCOC is a valued member of the community and achieves his or her their individual potential.

C. Values Statements

1. RCOC is a conscientious steward of public funds and recognizes the importance of transparency and accountability to its stakeholders and the community it serves.
2. RCOC abides by the laws of local, state and federal governments at all times and also strives to comply with its own Policies, Procedures and Guiding Principles.
3. RCOC utilizes a person-centered planning framework that demonstrates an awareness of, and sensitivity to, the lifestyle and cultural background of the persons served and their families.
4. All information and records obtained by RCOC in the course of intake, assessment and ongoing delivery of services are confidential and disclosed only according to the conditions mandated by the Lanterman Developmental Disabilities Services Act.

D. Guiding Principles

Within the context of its mission, vision and values statements, RCOC shall use best efforts to follow the Guiding Principles set forth below.

1. Community Life

- 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.
- Persons served and their families have knowledge of their healthcare needs, access to qualified medical communities, and support necessary to utilize

recommended health services that prevent illness, promote wellness, and are sensitive to their unique needs.

- Persons served have access to information about ways to live longer, experience better health, and practice health-promoting behaviors such as exercising regularly, refraining from smoking, and obtaining timely health checkups and screenings.
- Persons served and their families have knowledge of, access to and opportunity for participation in community activities and resources of their choosing.

2. Self-Advocacy/Self-Determination Supports

- Persons served make decisions about all aspects of their lives.
- Persons served choose the members of their Circle of Support.
- Persons served have the opportunity and choice to have relationships, get married and have a family.
- Persons served live, work, learn and socialize in settings that maximize opportunity to be with persons not paid to be with them.

3. Family Supports

- Families are informed advocates for their loved ones with developmental disabilities.
- Parents/Guardians 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.
- When preferred by the person served, RCOC supports the ongoing involvement of family members of adult children.

4. Early Intervention and Prevention

- 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.

5. Living Options

- 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.

6. Education/Lifelong Learning

- Persons served have the opportunity to be educated with their peers without disabilities in classrooms at their neighborhood schools.
- RCOC advocates for appropriate educational opportunities for the school-aged persons it serves.
- Persons served have lifelong learning opportunities to enhance and ensure full participation in community life.

7. Work

- 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.

8. Socialization, Recreation and Leisure

- Leisure skills and socialization opportunities are important aspects of life and are considered essential in the development of the Person-Centered Plan.
- Persons served have the opportunity to participate in personally meaningful leisure activities of their choosing.
- Families provide and encourage the development of socialization skills and opportunities for their children.
- Integrated recreation and leisure activities in the community are a valuable part of developing socialization skills and building social networks.

9. Service Planning and Coordination

- 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 takes into account the choices and preferences of the persons served and their families, and the identification of generic resources and natural supports.
- Services and supports assist persons 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.

10. Administration and Governance

- 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 person served-directed, cost-effective, consistent with good business practices, and that reflect RCOC's Guiding Principles and diligent stewardship.
- RCOC's staffing pattern reflects and is sensitive to the cultural and ethnic characteristics of its service areas.
- The RCOC Board of Directors is representative of, and accountable to its stakeholders and the community it serves.
- RCOC maximizes community input in decision making.
- RCOC aspires to the highest standards of ethical conduct: doing what we say; reporting information with accuracy and transparency; and maintaining full compliance with the laws, rules and regulations that govern RCOC's business.

- The RCOC Board of Directors will possess the highest personal and professional ethics, integrity and values, and be committed to representing the long-term interests of the Orange County community it serves.
- The RCOC Board of Directors will be actively involved in the organization (e.g., attendance and participation). The Board will provide appropriate support to maximize effective participation by all its members.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: June 6, 2024

TO: Board of Directors

FROM: Clifford Amsden, Chair
Policies and Outcomes Committee

SUBJECT: **Whistleblower Policy**

ACTION	
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	X

BACKGROUND:

The Policies and Outcomes Committee is charged with reviewing and/or drafting policies that are necessary to meet the organization's Mission. The Committee is also charged with annually or biennially reviewing policies for their continued usefulness and clarity. At its meeting on May 20, 2024, the Policies and Outcomes Committee reviewed the Whistleblower Policy.

REASON FOR CURRENT ITEM:

The Policies and Outcomes Committee did not recommend any revisions to the Whistleblower Policy.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

This is an information item; no action is required.

XIV. WHISTLEBLOWER POLICY

POLICY

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

RCOC is required to have a Board-approved Whistleblower Policy pursuant to RCOC's contract with the Department of Developmental Services (DDS). Improper regional center activity and improper vendor/contractor activity is defined in the contract as:

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

RCOC and DDS have a variety of complaint and appeal processes available to vendors/contractors, agencies, facilities, parents, and persons served. These include: Consumer Rights Complaints, Early Start Complaints, Due Process Requests, Mediation Conference Requests, Lanterman Act Appeals Requests, Title 17 Complaints, Citizen Complaints and Comments, and Vendor Appeals. Each of these complaint and appeal processes has separate and distinct procedures for resolution. This separate policy relates only to RCOC and Vendor/Contractor Whistleblower Complaints as described above.

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

Confidentiality

The investigating party will make every effort to maintain the confidentiality of a complainant making a whistleblower complaint if the complainant requests confidentiality. However, in the rare circumstances where the investigating party is unable to maintain confidentiality due to its statutory responsibilities (including ensuring the health and safety of persons served and RCOC contract compliance and legally required disclosures), the investigating party will attempt to inform the complainant of its need to disclose certain information prior to releasing identifying

information. Additionally, the identity of the complainant may be revealed to appropriate law enforcement agencies conducting a criminal investigation.

No Retaliation

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

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

Notification Requirements

RCOC's Whistleblower Policy, along with the DDS Whistleblower Complaint Process are posted on RCOC's website. Notification of both RCOC's policy and DDS' Whistleblower Complaint Process will be provided annually to employees, Board members, persons served, their families and the vendor community.

PROCEDURE

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

- RCOC's Senior Management which includes: Executive Director; Case Management Director; Chief Financial Officer; Clinical Director; Community Services Director; General Counsel; Human Resources Director and Information Technology Director.
- RCOC's Board of Directors Executive Committee which includes: RCOC Board Chairperson, Vice Chair, Secretary and Treasurer. Counsel to the Board may also be contacted.
- Members of RCOC's Board of Directors may be contacted by phone or e-mail through the RCOC executive assistants to the Board, or attendance at a Board meeting.
- Department of Developmental Services Community Operations Division or the Community Services and Supports Division (for Early Start program services).

However, to ensure proper and timely logging and investigation, it is recommended that whistleblower complaints be submitted to RCOC's Custodian of Records.

RCOC will utilize an established process to investigate and take appropriate action on complaints, including complaints of retaliation. An initial review process will determine the appropriate venue for the complaint which could result in referral to another entity or process as described in the “Policy” section.

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

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

RCOC employees with questions about this policy should contact the Human Resources Director or a member of the Executive Committee.

GUIDING PRINCIPLES

- The public funds that support the service system are expended in a fashion that is cost-effective, consumer-directed, consistent with good business practices, and that reflect careful stewardship.
- The RCOC Board of Directors is representative of, and accountable to its stakeholders and the community it serves.
- The RCOC Board of Directors will be actively involved in the organization (e.g., attendance and participation). The Board will provide appropriate support to maximize effective participation by all its members.
- RCOC aspires to the highest standards of ethical conduct: doing what we say; reporting information with accuracy and transparency; and maintaining full compliance with the laws, rules and regulations that govern RCOC’s business.

**Regional Center of Orange County
Vendor Advisory Committee
May 14, 2024
Videoconference Minutes**

Members:

Adult Behavior Management Programs

Chair, Atrem Behmanesh, present
Co-Chair, Ryan Perez, absent

Adult Day Programs

Chair, Rick Perez, present
Co-Chair, Member Pending

Adult Family Home/Foster Family Agency

Chair, Shari Panganiban, absent
Co-Chair, Member Pending

Behavior Services

Chair, Cindy Hebert, present
Co-Chair, Junie Lazo-Pearson, absent

Community Care Facilities

Chair, Member Pending
Co-Chair, Member Pending

Early Intervention

Chair, Junie Lazo-Pearson, absent
Co-Chair, Pam Alexander, present

Habilitation

Chair, Marina Margaryan, present (*joined at 2:05 p.m.*)
Co-Chair, Jodean Hudson, absent

Independent/Supported Living

Chair, Christine Molina, present
Co-Chair, Ana Sandoval, present (*joined at 2:03 p.m.*)

Intermediate Care Facilities

Chair, Rich Mraule, absent
Co-Chair, Member Pending

Support Services/Allied Health

Chair, Andrew Velasco, present
Co-Chair, Alex Saldana, absent

Liaisons:

CalOptima

Liaison Pending

Orange County Transit Authority

Melissa Mungia, absent
Christina Blanco, present

Board Member Present:

Chinh Nguyen

RCOC Staff Present:

Larry Landauer, Executive Director

Vendor Advisory Committee Minutes
May 14, 2024

Arturo Cazares, Director of Community Services
Dr. Bonnie Ivers, Clinical Director
Wayed Kabir, Peer Advocate
Jennifer Montanez, Director of Case Management
Jack Stanton, Associate Director of Housing
Marta Vasquez, Chief Financial Officer
Sean Watson, Associate Director of Risk Management

Call to Order

Mr. Rick Perez welcomed all attendees and called the videoconference meeting to order at 2:02 p.m.

I. RCOC Update

Mr. Landauer reported that Governor Newsom presented his May Revision to the 2024-2025 budget on May 10, 2024. The proposed budget for the 2024-25 fiscal year will be released on May 14, 2024.

Mr. Landauer stated that a rally is being organized in Orange County to oppose the delay of the Rate Model increases for service providers. There is also a motivational video about not delaying the Rate Model increases at <https://www.dropbox.com/scl/fi/g5qqj3kcsnn7v72kt6hhu/STEP-Pay-increase-Long-Final-captioned.mp4?rlkey=zubgkvqytrq6ky58ursnsnrxu&e=1&st=ravhlxc7&dl=0>.

Mr. Landauer also reported that there is a projected statewide surplus for fiscal year 2023-2024.

II. Subcommittee Chair and Co-Chair Selections

Mr. Jack Stanton, RCOC's Associate Director of Housing, reminded the Committee that elections for the VAC Chairperson and Co-Chair will take place at the next meeting on June 11, 2024. Members, who would like information about the roles and responsibilities of these positions, may contact Mr. Stanton or Mr. Perez.

III. Board Report

Mr. Perez reported that a Board of Directors meeting was held on May 2, 2024.

IV. Peer Advisory Committee (PAC) Report

Mr. Wayed Kabir, RCOC's Peer Advocate, reported that the next PAC meeting is scheduled for May 22, 2024 at 3:00 p.m. via Zoom.

V. Liaison Reports

A. CalOptima – Liaison pending

No representative from CalOptima was present and no report was provided.

B. Orange County Transportation Authority (OCTA) – Melissa Mungia (absent)

In Ms. Melissa Mungia's absence, Ms. Cristina Blanco reported that the same-day taxi service has seen improvement on its on-time performance. Ms. Blanco also reported that discontinuation of the Not Ready Return (NRR) and large wheelchair accommodation services will go into effect on July 1, 2024.

VI. Member Reports

A. Adult Behavior Management – Atrem Behmanesh (present)

B. Adult Day Programs – Rick Perez (present)

Ms. Atrem Behmanesh reported that the two subcommittees met today and discussed the Direct Support Professional (DSP) Workforce survey that is due June 30, 2024. The subcommittees also discussed requirements for day program tours. The subcommittee agreed that facility tours will only be provided if a referral has been made.

C. Adult Family Home Agency/Foster Family Agency (AFHA/FFA) – Shari Panganiban (absent)

In Ms. Panganiban's absence, Mr. Jack Stanton reported that the subcommittee did not meet.

D. Behavior Services – Cindy Hebert (present)

Ms. Cindy Hebert reported that the subcommittee is scheduled to meet in June 2024.

E. Community Care Facilities (CCF) – Member Pending

Mr. Stanton reported that the subcommittee did not meet.

F. Early Intervention – Junie Lazo-Pearson (absent)

In Ms. Junie Lazo-Pearson's absence, Ms. Pam Alexander reported that the subcommittee met on April 18, 2024 and held elections. Ms. Junie Lazo-Pearson will continue as Chair and Ms. Pam Alexander will continue as Co-Chair. Ms. Alexander also reported that the subcommittee discussed and reviewed the program requirements for the Early Start Quality Incentive Program.

G. Habilitation – Marina Margaryan (present)

Ms. Marina Margaryan reported that the subcommittee did not meet.

H. Independent Living/Supported Living (IL/SL) – Christine Molina (present)

Ms. Christine Molina reported that the subcommittee met and had a presentation from CalOptima regarding self-referral services.

I. Intermediate Care Facilities (ICF) – Rich Mraule (absent)

In Mr. Rich Mraule's absence, Mr. Stanton reported that the Mr. Mraule will continue as Chair for the ICF subcommittee.

J. Support Services/Allied Health – Andrew Velasco (present)

Mr. Andrew Velasco reported that the subcommittee met today and discussed hosting CPR trainings for staff in various languages.

VII. Community Forum

Ms. Saud Bisogno reported that a rally is being organized in Orange County sometime in the end of May 2024 to protest the delay of the Rate Model increases. For more information about the rally, visit:

https://forms.office.com/Pages/ResponsePage.aspx?id=TQgRBK_IEECHiXDdX3wlvpw_b1xA4dntEoMY_Ec2E9aURUJFVE85VjNXWVBBI1Y3TUpSRIYwQVg3OS4u

VIII. Adjournment

Mr. Perez adjourned the meeting at 2:24 p.m.

The next VAC meeting is scheduled for June 11, 2024.

Recorder: Sandra Lomeli

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: June 6, 2024

TO: Board of Directors

FROM: Rick Perez
Chair, Vendor Advisory Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: **Approval of Vendor Advisory Committee Members**

BACKGROUND:

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

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

REASON FOR CURRENT ITEM:

The following subcommittees of RCOC's Vendor Advisory Committee have met and submitted their nominations for committee membership (see attachment). Terms of membership are for two years as follows:

Membership Category	Term of Membership
Adult Day Programs Rick Perez Chair; <i>Pending</i> , Co-Chair	June 6, 2024 to May 31, 2026
Behavior Services Cindy Hebert, Chair; Junie Lazo-Pearson, Co-Chair	June 6, 2024 to May 31, 2026
Early Intervention Junie Lazo-Pearson, Chair; Pam Alexander, Co-Chair	June 6, 2024 to May 31, 2026
Intermediate Care Facilities Rich Mraule, Chair; <i>Pending</i> , Co-Chair	June 6, 2024 to May 31, 2026
Support Services/Allied Health Kelly Araujo, Chair; Michael Toliver, Co-Chair	June 6, 2024 to May 31, 2026

FISCAL IMPACT:

None.

RECOMMENDATIONS:

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

VENDOR ADVISORY COMMITTEE (VAC)

NOMINATIONS FOR MEMBERSHIP

<u>ADULT DAY PROGRAMS</u>	
Rick Perez, Chair Abilities Unlimited	Mr. Rick Perez has worked with individuals with intellectual disabilities for over 22 years. At the age of 9, his parents opened their family home to develop a residential group home. Sharing a small 3-bedroom home in Los Angeles, he was unknowingly shaped into a vital advocate for his newfound housemates. Mr. Perez has worked in the field for the past 15 years as the Owner and Director for Abilities Unlimited day program. He holds a Masters' degree in counseling with an emphasis in Applied Behavior Analysis from CSULA and is a Board Certified Behavior Analyst (BCBA). Mr. Perez has been an active participant in VAC for many years and continues to enjoy the collaboration this allows between all agencies.

<u>BEHAVIOR SERVICES</u>	
Cindy Hebert, Chair Sage Behavior Services	Ms. Cindy Hebert has worked in the field working with adults and children since 1998, and is currently serving as the Clinical Director for Sage Behavioral Services, a program that she co-founded. She obtained her Master's Degree from CSULB and went on to become a Board Certified Behavior Analyst in 2005. Ms. Hebert has been providing services to our community for over 19 years. She approaches each day from the perspective of looking for ways to improve people's lives and skills that was once thought unachievable, an approach that she gathered working with an adult population many years ago.
Junie Lazo-Pearson, Co-Chair Advanced Behavior Health, Inc.	Ms. Lazo-Pearson is the Chief Clinical Officer for Advanced Behavior Health. Since completing her doctoral degree in Developmental and Child Psychology and becoming a Board Certified Behavior Analyst in 2004, she has spent the past 20-years practicing in Orange County. She has experience working at the Regional Center of Orange County, as well as a vendor in our community providing direct services. Ms. Lazo-Pearson has served on various boards related to applied behavior analysis and people with intellectual disabilities. She hopes to use her unique educational, employment, and board experiences to help people maximize their potential in all situations and live in the least restrictive settings they can.

EARLY INTERVENTION

Junie Lazo-Pearson, Chair Advanced Behavioral Health	Ms. Lazo-Pearson is the Chief Clinical Officer for Advanced Behavior Health. Since completing her doctoral degree in Developmental and Child Psychology and becoming a Board Certified Behavior Analyst in 2004, she has spent the past 20-years practicing in Orange County. She has experience working at the Regional Center of Orange County, as well as a vendor in our community providing direct services. Ms. Lazo-Pearson has served on various boards related to applied behavior analysis and people with intellectual disabilities. She hopes to use her unique educational, employment, and board experiences to help people maximize their potential in all situations and live in the least restrictive settings they can.
Pam Alexander, Co-Chair ICEC	Mrs. Alexander began her career with early intervention services in 1985, when she joined the ICEC staff as Executive Director. For the past 39 years, she has provided leadership to the ICEC Board, Staff and Families. Under her leadership, ICEC has grown to be a leader in Early Start services in Orange County and beyond, employing 48 staff and serving over 1000 individuals and families annually. Mrs. Alexander has been involved in many Early Start committees and programs partnering with the community over the years, including Community Wide Child Find Developmental Screenings, Camp TLC's Family Camp for Early Start families, and previously as an Early Start Vendor Advisory Committee Member. She has been devoted to the children and families of ICEC, and loves watching the parent's blossom and grow in knowledge, wisdom and confidence with their babies from the infant program to transition at Preschool.

INTERMEDIATE CARE FACILITIES

Rich Mraule, Chair David's Home	Mr. Mraule and his wife adopted four children, one of whom is disabled. This became the motivation behind his business model. As their son became older, they explored various options but were unable to locate one that they felt met all of his individual needs and also matched their personal philosophy. Coming from a special education background himself, and with his wife as a nurse with over 30 years of experience, they decided that they would move forward and open their own home, which was aptly named David's House in August of 2011. Mr. Mraule has since expanded into a newer model of care, the Adult Residential Facility for People with Special Health Needs (ARFPSHN). He looks forward to learning from others and being a positive influence to his peers while providing leadership to the ICF Vendor Group.
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SUPPORT SERVICES/ALLIED HEALTH

Kelly Araujo, Chair
BHH Respite Services

Ms. Araujo has been in the respite industry since 2018 and is currently the office supervisor at BHH, where she has worked since 2022. A natural caretaker, she was a CNA for the elderly throughout her college years. This helped her understand the importance of a support system and the challenges of having a neurodiversity family member. Ms. Araujo relishes finding the right caregiver for families, particularly within the underserved Vietnamese-speaking community in Orange County. She hopes her dedication and compassion will make a positive impact on the lives of those she serves.

**Michael Toliver,
Co-Chair**
Unlimited Possibilities

Mr. Toliver is the Director of the Community Based Services at Unlimited Possibilities (UP), formerly United Cerebral Palsy (UCP) of Orange County. He has been with UP for nearly 12 years. While his background and education are in the field of natural sciences, he was introduced to serving the IDD community with the opportunity to be a respite worker through UP. Since that time, his drive to serve families and the community has grown along with his role within Unlimited Possibilities. He has participated in the Respite Vendor Group since 2017 and looks forward to the opportunity to help lead it. Mr. Toliver believes that respite greatly contributes to the wellbeing of those we serve and their families, so the ability to collaborate, share, and learn from fellow respite agencies can help the group become even more impactful for RCOC families.

**Regional Center of Orange County
Peer Advisory Committee
May 22, 2024
Videoconference Minutes**

Committee Members Present: Yvonne Kluttz, Chairperson
Wayed Kabir
Peter Kuo (*joined at 3:10 p.m.*)
Fernando Peña

Committee Members Absent: Amy Jessee, Co-Chair
Kerri Adamic
Marcell Bassett
Cheryl Day
Sylvia Delgado
Stephen Gersten

Board Member Present: Chinh Nguyen

RCOC Staff Members Present: Arturo Cazares, Director of Community Services
Jennifer Montanez, Director of Case Management
Leah Saitz, PCT Coordinator

Guest(s): Mark Hemry (*joined at 3:12 p.m.*)
Elena Tiffany

In Ms. Amy Jessee's absence, Mr. Wayed Kabir called the meeting to order at 3:04 p.m.

I. Welcome and Introductions

Mr. Kabir welcomed everyone to the Peer Advisory Committee (PAC) meeting.

II. RCOC's Peer Advocate Report

Mr. Wayed Kabir, RCOC's Peer Advocate, reported that he attended the Supported Life Institute (SLI) conference in Sacramento from May 12-13, 2024. This year's conference was *Self-Advocacy: Reaching for the Stars*.

Mr. Kabir also reported that Disability Rights California (DRC) is hosting a live webinar on *Peer Advocacy – It Works!* on May 24, 2024 at 11:00 a.m. The webinar will focus on the importance of peer advocacy and the benefits for advocating for the rights of our community today. For more information, visit:

<https://www.disabilityrightsca.org/events/peer-advocacy-it-works>.

III. Person-Centered Thinking

Ms. Leah Saitz, RCOC's Person-Centered Thinking (PCT) Coordinator, presented on *PCT's What's Working and Not Working!* This tool is used to organize perspectives about a specific issue.

IV. Community Forum

There were no speakers for community forum.

V. Next Scheduled Meeting

The next PAC meeting is scheduled for June 20, 2024.

Mr. Kabir adjourned the meeting at 3:28 p.m.

Recorder: Sandra Lomeli