



REGIONAL CENTER OF ORANGE COUNTY BOARD OF DIRECTORS' MEETING AGENDA

Date: **Thursday, March 3, 2022**

Time: **5:30 p.m. – 7:00 p.m.**

Place: via electronic means

I.	Closed Session (Board Members Only)	
A.	W&I Code §4663 and §4664	David M. Lester, Esq.
II.	Recess	
III.	General Session	
A.	Pledge of Allegiance/Reading of RCOC's Mission and Vision Statement	John "Chip" Wright
B.	Budget and Finance Committee	Mine Hagen
C.	Consent Calendar*	John "Chip" Wright
	1. Approval of Board of Directors' Minutes for January 13, 2022** 2. Budget and Finance Committee** a. Approval of Monthly Sufficiency of Allocation Report, December 2021** b. Approval of Monthly Sufficiency of Allocation Report, January 2022** c. Approval of Budget Amendment B-4, Fiscal Year 2020-21** d. Approval of Line of Credit for Fiscal Year 2021-22** e. Approval of Budget Amendment	
D.	Community Forum for Agenda Items Only***	John "Chip" Wright
E.	Executive Director's Report	Larry Landauer
	1. Recognition of Persons' Served Employment Longevity 2. Operations Report – December 2021** 3. Operations Report – January 2022** 4. Performance Contract Report – December 2021** 5. Performance Contract Report – January 2022** 6. Employment Update 7. Housing Update	Arturo Cazares Jack Stanton
F.	Executive Committee	John "Chip" Wright
G.	Board Recruitment and Training Committee**	John "Chip" Wright
H.	Policies and Outcomes Committee	Cliff Amsden
I.	Vendor Advisory Committee**	Tiffany Bauer
J.	Peer Advisory Committee**	Sylvia Delgado
K.	Legislative and Community Awareness Committee**	Liza Krassner
L.	ARCA Report	Liza Krassner
M.	Community Forum***	John "Chip" Wright
N.	Chairperson's Report	John "Chip" Wright
IV.	Adjournment	John "Chip" Wright

*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
January 13, 2022
Videoconference Minutes**

Board Members Present: John “Chip” Wright, Chairperson
Cliff Amsden
Marcell Bassett
Tiffany Bauer
Meena Chockalingam
Sylvia Delgado
Mine Hagen
Frances Hernandez (*joined at 5:38 p.m.*)
Amy Jessee
Liza Krassner
Sandy Martin
Chinh Nguyen
Fernando Peña

Corporate Counsel Present: David Lester, Esq. (*joined at 5:48 p.m.*)

I. General Session

Mr. Chip Wright called the meeting to order at 5:32 p.m.

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

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

B. Budget and Finance Committee

Ms. Mine Hagen reported that the Committee approved and recommended for approval all of its items on the consent calendar. The Committee also discussed the vendor rate increases effective April 1, 2022 and caseload ratios.

C. Consent Calendar

1. Approval of Board of Directors’ Minutes for November 4, 2021
2. Budget and Finance Committee
 - a. Approval of Monthly Sufficiency of Allocation Report, October 2021

- b. Approval of Monthly Sufficiency of Allocation Report, November 2021
- c. Approval of Budget Amendment C-2, Fiscal Year 2021-22

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

D. Community Forum for Agenda Items Only

There were no speakers for community forum.

E. Executive Director's Report

1. Recognition of Persons' Served Employment Longevity

The Board of Directors honored ten persons served who have worked with the same employer for over 30 years with a Certificate of Recognition.

2. Presentation on the Annual Sufficiency of Allocation Report, Fiscal Year 2021-22

Ms. Marta Vasquez, RCOC's Associate Finance Director, presented the annual Sufficiency of Allocation Report (SOAR) for fiscal year 2021-22.

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

- *California Budget.* Mr. Landauer reported that the Governor's Budget for fiscal year 2022-23 includes \$11.9 billion for the regional center system, an increase of \$1.5 billion over the prior year. Some of the highlights of the Governor's Budget include:
 - *Performance Incentives Program* – \$83.8 million to reflect the implementation of the performance improvement plan and prioritize the reduction of caseload ratios.
 - *Service Provider Rate Reform* – \$427.1 million increase to reflect the full-year cost of the initial rate adjustment and provide the initial funding for the quality incentive program.
 - *Social Recreation and Camping Services* – \$19.6 million increase to reflect the 18-month ramp-up.
 - *Minimum wage* – \$131.3 million increase represents the full-year implementation and updated expenditures.

Mr. Landauer shared that the Department of Developmental Services' (DDS') portion of the Governor's Budget Highlights is posted on RCOC's website at www.rcocdd.com.

- *Coronavirus Disease 2019 (COVID-19).* Mr. Landauer reported that the significant increase in Coronavirus cases continues to disrupt services for persons served due to vendor staff shortages.
- Mr. Landauer also reported that RCOC will be sending group homes a list of pharmacies that will travel to provide in-home administration of the booster.
- *Developmental Services (DS) Task Force.* Mr. Landauer reported that the DS Task Force workgroups continue to hold monthly meetings, which are designed to explore ways to strengthen community services.
- *Purchase of Service (POS) Expenditures for Fiscal Year 2020-21.* Mr. Landauer reported that there is a projected surplus system-wide.
- *Person Centered Thinking (PCT).* Mr. Landauer reported that RCOC continues to provide PCT trainings. Additionally, about 85% of the Individual Program Plans (IPPs) for Lanterman cases are in the PCT format.
- *Employment.* Mr. Arturo Cazares, RCOC's Associate Director of Employment, reported on preliminary data collected during IPP meetings regarding employment. The purpose of the data is to identify persons served who are interested in obtaining employment and assisting them with skills development that will improve the likelihood of employment. For those currently employed, data collected was in relation to their employment and if they had any requests for changes.
- *Housing.* Mr. Jack Stanton, RCOC's Associate Director of Housing, reported on preliminary data collected during IPP meetings regarding types and locations of housing. The data will also indicate whether persons served are satisfied or not with their current living situations. If not, RCOC will explore other living options in effort to ensure satisfaction. Mr. Stanton stated that over time, the data will determine which types and locations of housing is most preferred by persons served.
- *Legislative and Community Awareness.* Mr. Landauer thanked Ms. Liza Krassner for organizing another successful holiday event with the Irvine Barclay Theatre. Persons served and their families look forward to attending an event that recognizes and welcomes their special needs.
- *Health and Wellness.* Dr. Bonnie Ivers, RCOC's Clinical Director, reported on preliminary data collected during IPP meetings regarding persons' served satisfaction and happiness with their health and wellness. The data gathered will help RCOC determine what resources it can provide to help persons served improve their health and achieve their health and wellness goals.

Dr. Ivers, also reported that the new *Healthy Life, Happy Life (HLHL)* Program commenced this month, January 2022. The curriculum focuses on the management

and prevention of chronic health conditions.

- *RCOC News.* Mr. Landauer reported that staffing shortages continue due to the surge in Coronavirus cases and low vendor rates.
- *Self-Determination Program (SDP).* Mr. Landauer reported that a SDP Local Advisory Committee meeting was held virtually on December 13, 2021.
- *Association of Regional Center Agencies (ARCA) Academy.* Mr. Landauer reported that the ARCA Academy's training webinar, *Service Needs of Adults of all Ages*, was held on January 11, 2022. These trainings are available to all regional center Board members.
- *Wish Tree.* Mr. Landauer reported that the 2021 Wish Tree program was very successful with 696 individuals sponsored. All sponsors received thank you letters.

F. Executive Committee

Mr. Wright reported that the next Committee meeting is scheduled for January 18, 2022.

G. Board Recruitment and Training

Mr. Wright reported that the Committee met on January 10, 2022. It reviewed Board composition and the outline for the upcoming Board training entitled *Early Start Program Overview and Outreach*.

The next Committee meeting is scheduled for February 14, 2022.

H. Policies and Outcomes Committee

Mr. Cliff Amsden reported that the next Committee meeting is scheduled for February 22, 2022.

I. Vendor Advisory Committee

Ms. Tiffany Bauer reported that the Vendor Advisory Committee (VAC) met on January 11, 2022, and discussed concerns about staffing shortages due to the increase in COVID-19 cases and low rates.

The next Committee meeting is scheduled for February 8, 2022.

J. Peer Advisory Committee

Ms. Sylvia Delgado reported that the Committee met on November 17, 2022. Dr. Peter Himber, RCOC's Medical Director, provided updates on the COVID-19 pandemic, vaccination boosters and flu shots.

The next Peer Advisory Committee meeting is scheduled for January 19, 2021.

K. Legislative and Community Awareness Report

Ms. Krassner reported that the Committee met on January 11, 2022 and discussed this year's focus on legislative and community outreach.

The next Committee meeting is scheduled for April 12, 2022.

L. ARCA Report

Ms. Krassner reported that the ARCA Board delegates met on October 19, 2021. Representatives from the Department of Developmental Services, including the Director, Ms. Nancy Bargmann, attended the meeting to answer questions from the ARCA Board delegates.

The next ARCA Board Delegates meeting is scheduled for January 20, 2022.

M. Community Forum

Mr. Robert Olea asked if the Orange County Transportation Authority was still experiencing staffing shortages that have caused delays for persons served.

N. Chairperson's Report

Mr. Wright thanked Mr. Landauer and staff for their work on tonight's presentations.

II. Adjournment

Mr. Wright adjourned the meeting at 6:22 p.m.

Sylvia Delgado, Secretary

Recorder: Sandra Lomeli

**Regional Center of Orange County
Budget & Finance Committee
Videoconference Minutes
January 13, 2022**

Committee Members Present: Mine Hagen, Chair
Cliff Amsden
Marcell Bassett (*joined at 4:22 p.m.*)
Fernando Peña
Sandy Martin
John “Chip” Wright

Committee Members Absent: Amy Jesse (*left at 4:06 p.m.*)

RCOC Staff Present: Bette Baber, Chief Financial Officer
Larry Landauer, Executive Director
Liliana Castillo, Accounting Manager – POS
Arturo Cazares, Associate Director of Employment
Nancy Franco, Accounting Manager – OPS
Bonnie Ivers, Clinical Director
Keli Radford, Director of Services and Supports
Marta Vasquez, Associate Finance Director
Stacy Wong, Human Resources Director

The meeting was called to order at 4:00 p.m.

Ms. Marta Vasquez presented the Annual Sufficiency of Allocation Report for fiscal year 2021-22, which she would present again later at the Board meeting.

1. Approval of Monthly Sufficiency of Allocation Reports, October and November 2021

The monthly reports for October and November were reviewed. RCOC is projecting a surplus of \$42.5 million. RCOC’s projected surplus will be \$51.6 million if all \$9.1 million of the State Plan Amendment receivables are paid.

2. Approval of Budget Amendment C-2, Fiscal Year 2021-22

Ms. Bette Baber reported that the Department of Developmental Services had allocated an additional \$1.3 million to RCOC.

M/S/C to approve the monthly SOARs and Budget Amendment C-2.

3. Other

RCOC Budget and Finance Committee Minutes
January 13, 2022

The committee discussed caseload growth, Provisional eligibility and highlights from the Governor's Budget.

The meeting adjourned at 4:47 p.m.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

ACTION X
ACTION/CONSENT
DISCUSSION
INFO ONLY

DATE: March 3, 2022

TO: Board of Directors

FROM: Budget and Finance Committee

SUBJECT: **Approval of Monthly Sufficiency of Allocation Report, December 2021**

BACKGROUND:

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

REASON FOR CURRENT ITEM:

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

FISCAL IMPACT:

None.

RECOMMENDATION:

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

REGIONAL CENTER OF ORANGE COUNTY

M E M O R A N D U M

Date: February 24, 2022

To: Board of Directors

From: Budget and Finance Committee

Subject: Highlights – December 2021 Sufficiency of Allocation Report (SOAR)

Purchase of Services (POS)

RCOC is projecting a surplus of \$45.3 million, an increase of \$2.8 million over the prior projection. RCOC's surplus will be \$54.4 million if all \$9 million of the State Plan Amendment receivables are paid. This projection does not include the cost of the rate increases effective April 1, 2022. DDS has engaged Burns & Associates (the firm that did the rate study in 2019) to calculate the new rates. As we get closer to April 1, 2022, DDS will release the rates and they will be included in the projection.

The new rates will be effective in four increments as follows:

- April 1, 2022, vendors will receive 25% of the difference between the rate calculated by Burns & Associates and the rate as of March 31, 2022,
- July 1, 2023, vendors will receive an additional 25% of the difference between the rate calculated by Burns & Associates and the rate as of March 31, 2022,
- July 1, 2025, vendor will receive an additional 40% of the difference between the rate calculated by Burns & Associates and the rate as of March 31, 2022,
- July 1, 2025, vendor will receive an additional 10% of the difference between the rate calculated by Burns & Associates and the rate as of March 31, 2022, based on a quality payment. It is not known at this time how vendors will qualify for the quality payment.

RCOC's caseload increased by 723 persons for an annualized caseload growth of 5.5%; the regional center system increased by 12,594 persons for an annualized caseload growth of 6.0%.

Operations

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

**Monthly Sufficiency of Allocation Report
As of December 31, 2021**

	A	B	C	D	E	F	G	H
				SOAR		VARIANCE		
	C-2	ACTUAL	PROJECTED	PROJECTED	(column A-D)/A	(column A-D)	CHANGE	
PURCHASE OF SERVICE	ALLOCATION	SPENT	EXPENDITURES	EXPENDITURES	%	AMOUNT	FROM PRIOR	SPENT
		YEAR TO DATE	AT "RUN RATE"	(2/10/2022)	YEAR TO DATE		MO. REPORTED	PRIOR YEAR
(1) Licensed Residential Care	\$169,876,048	\$73,785,345	\$148,358,858	\$151,931,102	11%	\$17,944,946	\$0	\$149,732,139
(2) Day Care	2,554,882	583,532	1,190,283	1,705,571	33%	849,311	0	2,081,139
(3) Day Training	65,364,852	28,015,229	56,567,380	63,760,162	2%	1,604,690	0	57,877,637
(4) Habilitation	8,003,689	4,002,112	8,057,739	7,920,237	1%	83,452	0	8,003,689
(5) Transportation	13,516,053	2,515,755	5,066,642	7,328,135	46%	6,187,918	0	6,226,465
(6) Respite	48,094,897	17,854,679	39,557,364	46,635,697	3%	1,459,200	0	42,094,897
(7) Supported Living	49,654,963	22,818,752	46,296,668	45,461,742	8%	4,193,221	0	45,596,214
(8) Non-medical	17,107,255	7,743,194	16,029,019	16,319,924	5%	787,331	0	14,915,733
(9) Medical	7,054,334	2,878,551	5,757,102	6,097,923	14%	956,411	0	6,056,899
(10) Other	111,256,984	46,989,609	96,043,890	102,597,733	8%	8,659,251	-2,811,375	96,534,754
(11) Early Start (Age 0-3)	35,972,568	15,559,980	31,744,889	33,362,282	7%	2,610,286	0	23,960,195
(12) Community Placement Plan	548,728	0	0	548,728	0%	0	0	33,456
(13) Purchase of Service Total	529,005,254	222,746,738	454,669,833	483,669,236	9%	45,336,018	-2,811,375	453,113,217
OPERATIONS						\$54,375,859	* If all SPA receivables are paid.	
(14) Operating Expense (Gross)	8,750,000	3,715,945	7,431,889	8,750,000	0%	0	0	5,988,657
(15) Less Interest Income and SPA Fees	-150,000	-67,628	-135,257	-150,000	0%	0	0	-154,602
(16) Operating Expense (Net)	8,600,000	3,648,316	7,296,632	8,600,000	0%	0	0	5,834,055
(17) Personal Services	45,265,041	17,925,173	35,850,346	45,265,041	0%	0	0	37,167,592
(18) Family Resource Center/Services	269,299	94,136	188,273	269,299	0%	0	0	154,739
(19) Operations Total	54,134,340	21,667,626	43,335,251	54,134,340	0%	0	0	43,156,386
(20) Total	\$583,139,594	\$244,414,364	\$498,005,084	\$537,803,576	0%	\$45,336,018	-\$2,811,375	\$496,269,603

* 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 DECEMBER 31, 2021

ASSETS	GENERAL FUND	CUSTODIAL FUND
CURRENT ASSETS		
Petty cash	\$300.00	
Checking	71,843,025.15	\$300,482.87
Savings	253,814.19	
Money market	0.00	
Payroll	285,808.44	
Donations	208,027.89	
Unemployment	489,411.37	
Certificate of deposit	0.00	
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Total current assets	73,080,387.04	300,482.87
	-----	-----
RECEIVABLES		
State claim	81,227,548.84	
Client support revenue	91,494.59	27,195.65
Due from State - prior years	7,282,913.74	
Due from ICF - ICF Supplemental Services	9,086,331.51	
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Total receivables	97,688,288.68	27,195.65
	-----	-----
PREPAID ITEMS		
Deposits	293,582.86	
Prepaid expense	0.00	
	-----	-----
Total prepaid items	293,582.86	0.00
	-----	-----
OTHER ASSETS		
Tenant improvements	376,912.35	
Building acquisition	63,613.98	
	-----	-----
Total other assets	440,526.33	0.00
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TOTAL ASSETS	\$171,502,784.91	\$327,678.52
	=====	=====
LIABILITIES AND FUND BALANCES		
LIABILITIES		
Accounts payable	\$23,172,383.23	\$91,494.59
Due to State - ICF Supplemental Services	52,522.57	
Loans payable	0.00	
Cash advance	147,580,439.85	
Unemployment insurance	489,411.37	
	-----	-----
Total liabilities	171,294,757.02	91,494.59
	-----	-----
FUND BALANCES		
General		
Donations	208,027.89	
Custodial		236,183.93
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TOTAL LIABILITIES AND FUND BALANCES	\$171,502,784.91	\$327,678.52
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REGIONAL CENTER OF ORANGE COUNTY
BRIAN'S FUND
DECEMBER 31, 2021

Beginning Balance	\$179,950.65
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Donations:

Accredited Nursing Care	\$800.00
Eckerd, Paige	20.00
Hall, Bruce P	500.00
Impact Properties, Inc	1,025.00
Lacke, Christine	50.00
Ly, Gia	200.00
No Ordinary Moments, Inc	25,000.00
Rawlings, David & Leslie	50.00
Sramek, Carl & Hilda	200.00
	200.00

Subtotal Donations	\$27,845.00
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Loan Payments	595.00
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Interest	22.62
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Disbursements:

Wish Tree gifts	-385.38
	-385.38

Net Increase (Decrease)	28,077.24
	28,077.24

Ending Balance	208,027.89
	208,027.89

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

ACTION X
ACTION/CONSENT
DISCUSSION
INFO ONLY

DATE: March 3, 2022

TO: Board of Directors

FROM: Budget and Finance Committee

SUBJECT: **Approval of Monthly Sufficiency of Allocation Report, January 2022**

BACKGROUND:

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

REASON FOR CURRENT ITEM:

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

FISCAL IMPACT:

None.

RECOMMENDATION:

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

REGIONAL CENTER OF ORANGE COUNTY

M E M O R A N D U M

Date: February 24, 2022

To: Board of Directors

From: Budget and Finance Committee

Subject: Highlights – January 2022 Sufficiency of Allocation Report (SOAR)

Purchase of Services (POS)

RCOC is projecting a surplus of \$45.3 million, an increase of \$2.8 million over the prior projection. RCOC's surplus will be \$54.4 million if all \$9 million of the State Plan Amendment receivables are paid. This projection does not include the cost of the rate increases effective April 1, 2022. DDS has engaged Burns & Associates (the firm that did the rate study in 2019) to calculate the new rates. As we get closer to April 1, 2022, DDS will release the rates and they will be included in the projection.

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Operations

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

**Monthly Sufficiency of Allocation Report
As of January 31, 2022**

		A	B	C	D	E	F	G	H
					SOAR	VARIANCE			
		C-2	ACTUAL	PROJECTED	PROJECTED	(column A-D)/A	(column A-D)	CHANGE	
PURCHASE OF SERVICE		ALLOCATION	SPENT	EXPENDITURES	EXPENDITURES	%	AMOUNT	FROM PRIOR	SPENT
			YEAR TO DATE	AT "RUN RATE"	(2/10/2022)	YEAR TO DATE		MO. REPORTED	PRIOR YEAR
(1)	Licensed Residential Care	\$169,876,048	\$83,187,123	\$148,365,625	\$151,931,102	11%	\$17,944,946	\$0	\$149,732,139
(2)	Day Care	2,554,882	634,159	1,202,121	1,705,571	33%	849,311	0	2,081,139
(3)	Day Training	65,364,852	32,001,037	56,655,809	63,760,162	2%	1,604,690	0	57,877,637
(4)	Habilitation	8,003,689	4,086,277	8,058,101	7,920,237	1%	83,452	0	8,003,689
(5)	Transportation	13,516,053	2,598,339	5,066,401	7,328,135	46%	6,187,918	0	6,226,465
(6)	Respite	48,094,897	17,856,384	39,561,141	46,635,697	3%	1,459,200	0	42,094,897
(7)	Supported Living	49,654,963	25,940,564	47,159,981	45,461,742	8%	4,193,221	0	45,596,214
(8)	Non-medical	17,107,255	8,308,307	16,829,780	16,319,924	5%	787,331	0	14,915,733
(9)	Medical	7,054,334	3,423,161	5,868,276	6,097,923	14%	956,411	0	6,056,899
(10)	Other	111,256,984	47,060,086	96,204,605	102,597,733	8%	8,659,251	-2,811,375	96,534,754
(11)	Early Start (Age 0-3)	35,972,568	17,285,694	31,807,412	33,362,282	7%	2,610,286	0	23,960,195
(12)	Community Placement Plan	548,728	0	0	548,728	0%	0	0	33,456
(13)	Purchase of Service Total	529,005,254	242,381,131	456,779,251	483,669,236	9%	45,336,018	-2,811,375	453,113,217
OPERATIONS		\$54,375,859 * If all SPA receivables are paid.							
(14)	Operating Expense (Gross)	8,750,000	4,138,304	7,094,235	8,750,000	0%	0	0	5,988,657
(15)	Less Interest Income and SPA Fees	-150,000	-79,580	-136,422	-150,000	0%	0	0	-154,602
(16)	Operating Expense (Net)	8,600,000	4,058,724	6,957,812	8,600,000	0%	0	0	5,834,055
(17)	Personal Services	45,265,041	20,967,780	35,944,765	45,265,041	0%	0	0	37,167,592
(18)	Family Resource Center/Services	269,299	107,600	184,457	269,299	0%	0	0	154,739
(19)	Operations Total	54,134,340	25,134,104	43,087,035	54,134,340	0%	0	0	43,156,386
(20)	Total	\$583,139,594	\$267,515,235	\$499,866,287	\$537,803,576	0%	\$45,336,018	-\$2,811,375	\$496,269,603

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

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

STATEMENT OF ASSETS, LIABILITIES AND FUND BALANCES
AS OF JANUARY 31, 2022

ASSETS	GENERAL FUND	CUSTODIAL FUND
CURRENT ASSETS		
Petty cash	\$300.00	
Checking	73,750,662.71	\$344,460.50
Savings	9,275.29	
Money market	0.00	
Payroll	289,892.53	
Donations	206,687.89	
Unemployment	571,622.04	
Certificate of deposit	0.00	
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Total current assets	74,828,440.46	344,460.50
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RECEIVABLES		
State claim	81,814,917.56	
Client support revenue	73,824.11	27,042.94
Due from State - prior years	4,654,278.09	
Due from ICF - ICF Supplemental Services	9,840,443.57	
	-----	-----
Total receivables	96,383,463.33	27,042.94
	-----	-----
PREPAID ITEMS		
Deposits	293,582.86	
Prepaid expense	0.00	
	-----	-----
Total prepaid items	293,582.86	0.00
	-----	-----
OTHER ASSETS		
Tenant improvements	376,912.35	
Building acquisition	63,613.98	
	-----	-----
Total other assets	440,526.33	0.00
	-----	-----
TOTAL ASSETS	\$171,946,012.98	\$371,503.44
	=====	=====
LIABILITIES AND FUND BALANCES		
LIABILITIES		
Accounts payable	\$23,580,105.74	\$73,824.11
Due to State - ICF Supplemental Services	52,522.57	
Loans payable	0.00	
Cash advance	147,535,074.74	
Unemployment insurance	571,622.04	
	-----	-----
Total liabilities	171,739,325.09	73,824.11
	-----	-----
FUND BALANCES		
General		
Donations	206,687.89	
Custodial		297,679.33
	-----	-----
TOTAL LIABILITIES AND FUND BALANCES	\$171,946,012.98	\$371,503.44
	=====	=====

REGIONAL CENTER OF ORANGE COUNTY
BRIAN'S FUND
JANUARY 31, 2022

Beginning Balance		\$208,027.89
Donations:		
Bush, Amber and Brian	\$25.00	
Rutledge, Richard and Tehnaz	<u>250.00</u>	
Subtotal Donations		\$275.00
Loan Payments		-65.00
Interest		0.00
Disbursements:		
Fumigatio services	<u>-1,550.00</u>	
Net Increase (Decrease)		<u>-1,340.00</u>
Ending Balance		<u><u>206,687.89</u></u>

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

ACTION X
ACTION/CONSENT
DISCUSSION
INFO ONLY

DATE: March 3, 2022

TO: Board of Directors

FROM: Budget and Finance Committee

SUBJECT: **Approval of Budget Amendment B-4, Fiscal Year 2020-21**

BACKGROUND:

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

REASON FOR CURRENT ITEM:

The Department of Developmental Services (DDS) will allocate an additional \$45,238 million to RCOC.

FISCAL IMPACT:

Operations CPP/CRDP\$45,238

RECOMMENDATION:

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

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 3 PAGES

AGREEMENT NUMBER

HD199014B

AMENDMENT NUMBER

4

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Developmental Services

CONTRACTOR NAME

Regional Center of Orange County, Inc.

2. The term of this Agreement is:

START DATE

July 1, 2019

THROUGH END DATE

June 30, 2026

3. The maximum amount of this Agreement after this Amendment is:

\$537,657,476.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

a. This amendment replaces in its entirety Exhibit A of Regional Center Contract Language Fiscal Year 2020-2021--Contract Budget Summary, B-3, with the Exhibit A of Regional Center Contract Language Fiscal Year 2020-2021--Contract Budget Summary, B-4, attached hereto.

b. This amendment increases the total contract dollar amount by \$45,238.00. New total contract dollar amount not to exceed \$537,657,476.00.

Fiscal Year funds identified above may not be used for any other fiscal year than the fiscal year specified unless authorized by the Department to do so.
All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Regional Center of Orange County, Inc.

CONTRACTOR BUSINESS ADDRESS

1525 N. Tustin Avenue

CITY

Santa Ana

STATE

CA

ZIP

92705

PRINTED NAME OF PERSON SIGNING

John Wright

TITLE

Board Chair

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Developmental Services

CONTRACTING AGENCY ADDRESS

1215 O Street, 10th Floor, MS 10-10

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Greg Trahey

TITLE

Contracts Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FY 2020-21 Through B-4 Contract Budget Summary
Attachment A (formerly Exhibit A)

Contracting Agency: Regional Center of Orange County, Inc.

Contract Number
HD199014
January 25, 2022

TOTAL OPERATIONS (Ops) which include the line items listed below: **\$49,514,781**

Less Separately Claimed Items: **-\$332,466**

Total Ops Regular Monthly Claim Authority: **\$49,182,315**

In accordance with State Contract language under Article III: Fiscal Provisions Item #4 Payment Provisions, paragraph 3, the following Operation category expenditures must be claimed on a separate invoice:

Mental Health Services Fund	0
Total Foster Grandparent Sr Companion Program ^{a/b/}	0
^{a/} FGP, Total Federal	0
FGP, Federal Support	0
FGP, Federal Volunteer	0
FGP, Federal Stipend	0
^{b/} FGP & Sr. Companion, Total General State Funds	0
FGP, General State Fund, Support	0
FGP, General State Fund, Volunteer	0
Sr Compan, State Funds, Support	0
Sr Compan, State Funds, Volunteer	0
Disparities	50,000
Total Regular CPP/CRDP	45,238
DC Closure Ongoing Workload	237,228

TOTAL PURCHASE OF SERVICES (POS) which include the line items listed below: **\$487,873,396**

Less Separately Claimed Items **-\$5,114,972**

Total POS Regular Monthly Claim Authority **\$482,758,424**

In accordance with State Contract language under Article III: Fiscal Provisions Item #4 Payment Provisions, paragraph 3, the following Purchase of Service category expenditures must be claimed on a separate invoice:

^{c/} Part C	863,518
HCBSW Compliance	460,746
Grand Total Community Placement Plan (CPP), Regular	3,790,708
Start-Up (CPP/CRDP)	1,807,214
Start-Up (COVID)	95,388
Assessment	0
Placement	1,888,106
Total Early Intervention Program, Family Resource Centers/Network	\$140,397
Total Family Resource Services	\$128,902
TOTAL BUDGET	\$537,657,476

^{a/} FGP: Program Title: Foster Grandparent Program, CFDA Number: 94.011, Award No.19SFPCA002, 06 30 2022 is the last year of the three year grant.

^{b/} Senior Companion (GF) CFDA # 94.016, Program Title: Senior Companion Program, Award No.19SCPCA002, 06 30 2022 is the last year of the three year grant.

^{c/} Part C: CFDA Title: Infant and Toddler/Families (Part C) Program Title: Special Education-Grants for Infants and Families with Disabilities

CFDA Number: 84.181A, Award No: H181A190037. Federal Agency Name: Office of Special Education and Rehabilitative Services, United States Department of Education

Percent of Part C to Total Contract Funding: 0.16%

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

ACTION X
ACTION/CONSENT
DISCUSSION
INFO ONLY

DATE: March 3, 2022

TO: RCOC Board of Directors

FROM: Budget and Finance Committee

SUBJECT: **Approval of Line of Credit for Fiscal Year 2021-22**

BACKGROUND:

Last year's line of credit commitment from Union Bank was for \$44,500,000, which was available for drawing from April 1, 2021 to September 30, 2021.

REASON FOR CURRENT ITEM:

The new commitment from Union Bank is for the same amount, \$44,500,000, at reference rate (the current reference rate is 3.25%); and the term is from April 1, 2022 to September 30, 2022.

The commitment fee is equal to .002 or 20 basis points, approximately \$7,417 per month or \$44,500 for six months.

It is unknown at this time if and/or when the Department of Developmental Services (DDS) will reduce or delay its payments to regional centers. DDS will delay payments to regional centers when federal payments to the State of California have been delayed. As more services to persons with developmental disabilities are eligible for federal financial participation, regional centers are more dependent on the timeliness of federal payments to the State. If payments from DDS are delayed, RCOC may need to draw on the line in order to continue operations and payments to providers.

FISCAL IMPACT:

A commitment fee of approximately \$44,500 for six months if there are no draws. If RCOC borrowed \$15 million for 15 days, the interest expense would be approximately \$20,313 at the current interest rate of 3.25%; the commitment fee would not be charged during those 15 days. The interest rate may change.

RECOMMENDATION:

That the Board authorize execution of the line of credit documents.

**CREDIT AND SECURITY AGREEMENT
(REVOLVING LOAN FACILITY)**

This CREDIT AND SECURITY AGREEMENT (this “*Agreement*”) is dated as of [____], 2022 (the “*Closing Date*”), and is between REGIONAL CENTER OF ORANGE COUNTY, INC., a California non-profit corporation (the “*Borrower*”) and MUFG UNION BANK, N.A. (the “*Lender*”).

RECITALS

WHEREAS, the Borrower has requested that the Lender agree to, among other things, provide a revolving loan facility in the maximum principal amount of \$[**44,500,000.00**] (the “*Commitment*”) for its operating cash needs for its fiscal year and for Reimbursable Amounts (as hereinafter defined), such Commitment to be available for drawing for the period from [**April 1, 2022, through September 30, 2022**] (the “*Availability Period*”), and the Lender agrees, subject to the terms and conditions set forth herein, to do so. Certain defined terms used herein have the meanings set forth in Section 11 below.

Accordingly, the parties hereto agree as follows:

SECTION 1. REVOLVING FACILITY; AUTHORIZATION TO DISBURSE.

(a) Subject to the terms hereof, the Lender agrees to make loans (the “*Loans*”) on a revolving credit basis to the Borrower from time to time on any Business Day during the Availability Period; *provided, however*, that the aggregate principal amount of all Loans outstanding shall not exceed at any time (i) the Commitment or (ii) the current aggregate Reimbursable Amount. Within the limits of the Commitment, the Borrower may borrow, prepay and reborrow Loans. Loans shall only be made for those amounts so long as the aggregate amount of such Loan and all outstanding Loans do not exceed the lesser of (1) the aggregate amount of Reimbursable Amounts already approved by DDS or (2) amounts certified by DDS to the Borrower as payable to the Borrower under its DDS approved Budgets, in either case, as demonstrated to the Lender in writing.

(b) The Borrower shall give the Lender irrevocable notice of a requested borrowing in the form of Exhibit A attached hereto, prior to 1:00 p.m., Los Angeles time, at least one (1) Business Day prior to the proposed Borrowing Date, (i) specifying the principal amount of the Loan requested (the “*Requested Loan*”), (ii) specifying the requested Borrowing Date, (iii) attaching a copy of the Borrower’s written request to the DDS for reimbursement under the DDS Agreement in an amount at least equal to the principal amount of the Requested Loan and (iv) making the certifications and providing the deliverables set forth in and/or required to be delivered pursuant to Section 8(b) hereof. The Borrower agrees that the Lender is hereby authorized and is instructed to disburse the proceeds of any Loan under this Agreement, subject to the terms and conditions hereof, as requested by the Borrower from time to time pursuant to this Agreement, to the Primary Operating Account. On the proposed Borrowing Date, subject to the terms and conditions set forth herein, the Lender shall make the Loan to the Borrower by crediting such amount to the Borrower’s Primary Operating Account. The Lender is hereby authorized and

instructed by the Borrower to disburse the proceeds of the Loan on a revolving basis to the Primary Operating Account.

(c) In authorizing the Lender, pursuant to this Section 1, to disburse the proceeds of any Loan under this Agreement to the Primary Operating Account, the Borrower agrees as follows:

(1) The Lender shall disburse proceeds up to the amount of the Commitment in accordance with the foregoing authorization but not later than the termination of the Availability Period. The authorization will remain in full force and effect until the Obligations have been fulfilled.

(2) The Lender may decline to advance the proceeds of any Loan if all of the conditions precedent to such Loan set forth in Section 8(b) hereof are not satisfied.

(3) The Lender is authorized to release information concerning Borrower's credit record and financial condition: (i) to suppliers, other creditors, credit bureaus, credit reporting agencies, other credit reporters, and any guarantors, (ii) to or among departments of the Lender and its affiliates, and/or (iii) to other parties pursuant to an order from a governmental agency or court; and the Lender is authorized to obtain such information from any third party at any time and to take such other steps as the Lender deems appropriate to verify such information provided in connection therewith.

SECTION 2. COMMITMENT FEE.

The Borrower will pay to the Lender a commitment fee (the "*Commitment Fee*") equal to **[twenty (20) basis points (0.20%)]** multiplied by the actual daily amount by which the Commitment exceeds the sum of the Loans then outstanding. The Commitment Fee will accrue at all times during the Availability Period, will be calculated quarterly in arrears and will be due and payable quarterly in arrears on the first Business Day of each third calendar month to occur after the Closing Date, commencing with the first such date to occur after the Closing Date, and on the last day of the Availability Period. The Borrower will pay the Commitment Fee by the means set forth in Section 5(b) hereof.

SECTION 3. INTEREST.

(a) Each Loan shall bear interest at a rate per annum equal to the Reference Rate. Interest shall be payable by the Borrower in arrears on the last day of each calendar month. Interest hereunder shall be computed for the actual number of days elapsed on the basis of a year consisting of 360 days.

(b) If any Default or Event of Default shall have occurred and be continuing, all amounts outstanding hereunder shall immediately and without notice bear interest at a rate per annum equal to the Reference Rate plus 5.0% per annum, payable by the Borrower on demand, from the date of the occurrence of such Default or Event of Default until such Default or Event of Default is no longer continuing (after as well as before judgment).

SECTION 4. REPAYMENT OF LOANS.

(a) The principal amount of the Loans, all unpaid interest thereon and all other Obligations, are due in full on the Maturity Date. In addition, if at any time the aggregate principal amount of the Loans outstanding exceeds the Commitment or the aggregate Reimbursable Amount at such time, the Borrower shall immediately repay the Loans in an amount equal to such excess.

(b) The Lender shall invoice the Borrower for payments, fees, expenses, and other amounts payable to the Lender in connection with this Agreement, which invoice(s) shall be due immediately upon receipt. Any amounts paid by the Borrower in response to an invoice shall be paid to the Lender in lawful money of the United States of America in freely transferable and immediately available funds in U.S. Dollars by Fed Wire transfer to: MUFG UNION BANK, N.A., ABA No.: 122-000-496, Account No.: 77070196431, Account Name: Wire Transfer Clearing CLO, Attention: Commercial Loan Operations, Reference: Regional Center of Orange County, Inc., or such other office as the Lender may designate from time to time. Each such payment shall be made by 2:30 p.m., New York time, on the date such payment is due. Funds received after such time shall be deemed received on the next succeeding Business Day.

SECTION 5. PAYMENTS GENERALLY.

(a) Payments of principal, interest and any other amount due hereunder shall be made to the Lender in the manner set forth in Section 4(b) hereof. If any payment hereunder becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day, and, with respect to payments of principal, interest thereon shall be payable during such extension.

(b) All payments by the Borrower hereunder shall be made without set off or counterclaim and in such amounts as may be necessary in order that all such payments (after deduction or withholding for or on account of any present or future taxes, levies, imposts, duties or other charges of whatsoever nature imposed by any governmental authority, other than any tax on or measured by the overall net income of the Lender) shall not be less than the amounts otherwise specified to be paid hereunder.

(c) *Increased Costs.*

(i) *Increased Costs Generally.* If any Change in Law shall:

(A) impose, modify or deem applicable any reserve, capital or liquidity ratio, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or advances, loans or other credit extended or participated in by, the Lender;

(B) subject the Lender to any Taxes of any kind whatsoever with respect to this Agreement or the Loans, or change the basis of taxation of payments to the Lender in respect thereof (except for Indemnified Taxes covered by Section 5(b))

hereof and the imposition of, or any change in the rate of any Excluded Taxes payable by the Lender); or

(C) impose on the Lender any other condition, cost or expense affecting this Agreement or the Loans;

and the result of any of the foregoing shall be to increase the cost to the Lender of making or maintaining the Loans, or to reduce the amount of any sum received or receivable by the Lender hereunder or under the Loans (whether of principal, interest or any other amount) then, upon written request of the Lender as set forth in subsection (c)(ii) below, the Borrower shall promptly pay to the Lender, as the case may be, such additional amount or amounts as will compensate the Lender, as the case may be, for such additional costs incurred or reduction suffered.

(ii) *Capital or Liquidity Requirements.* If the Lender determines that any Change in Law affecting the Lender or the Lender's parent or holding company, if any, regarding capital or liquidity requirements, has or would have the effect of either (1) affecting the amount of capital or liquidity required or expected to be maintained by the Lender or the Lender's parent or holding company, if any, or (2) reducing the rate of return on the Lender's capital or liquidity or the capital or liquidity of the Lender's parent or holding company, if any, as a consequence of this Agreement or ownership of the Loans, to a level below that which the Lender or the Lender's parent or holding company could have achieved but for such Change in Law (taking into consideration the Lender's policies and the policies of the Lender's parent or holding company with respect to capital or liquidity adequacy), then from time to time upon written request of the Lender as set forth in subsection (c)(iii) below, the Borrower shall promptly pay to the Lender, as the case may be, such additional amount or amounts as will compensate the Lender or the Lender's parent or holding company for any such reduction suffered.

(iii) *Certificates for Reimbursement.* A certificate of the Lender setting forth the amount or amounts necessary to compensate the Lender or the Lender's parent or holding company, as the case may be, as specified in paragraph (i) or (ii) of this Section 5(c) above and delivered to the Borrower, shall be conclusive absent manifest error. The Borrower shall pay the Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(iv) *Delay in Requests.* Failure or delay on the part of the Lender to demand compensation pursuant to this Section 5(c) shall not constitute a waiver of the Lender's right to demand such compensation.

(v) *Survival.* Without prejudice to the survival of any other agreement of the Borrower hereunder, the agreements and obligations of the Borrower contained in this Section 5(c) shall survive the termination of this Agreement and the payment in full of the Loans and the obligations of the Borrower thereunder and hereunder.

SECTION 6. REPRESENTATIONS AND WARRANTIES.

The Borrower represents and warrants to the Lender as follows:

(a) the Borrower is duly organized, validly existing and in good standing as a non-profit corporation under the laws of the State of California and has the power and authority to own its property (other than real property), lease its properties and to carry on its businesses as now being conducted and as currently contemplated to be conducted hereafter and is duly qualified to do business in each jurisdiction in which the character of the properties leased by it or in which the transactions of any material portion of its business (as now conducted and as currently contemplated to be conducted) makes such qualification necessary;

(b) (i) the Borrower is in compliance in all material respects with all Laws applicable to it, and all contractual obligations to which it is party;

(ii) the Borrower has neither received notice nor does it have knowledge that any Governmental Authority or accreditation organization is considering limiting, suspending, terminating, or revoking any Permit, except for notices or occurrences for which the Borrower is pursuing a plan of compliance or taking similar actions to correct any such deficiency in a manner acceptable to the related Governmental Authority or related accreditation organization such that upon completion of the related plan of compliance the Borrower does not reasonably expect a limitation, suspension, termination or revocation of such Permit;

(iii) all Permits are valid and in full force and effect;

(iv) to the extent it participates in a particular Program, the Borrower meets all of the requirements of participation and payment of Medicare, Medicaid, any other state or federal government health care programs and any other public or private third party payor programs (each, a "*Program*" and, collectively, "*Programs*") and is a party to valid participation agreements for payment by such Programs;

(v) there is no investigation, audit, claim review, or other action pending or, to the knowledge of the Borrower, threatened which could result in a revocation, suspension, termination, probation, material restriction, material limitation, or non-renewal of any Program participation agreement or result in the Borrower's exclusion from any Program;

(iv) neither the Borrower nor any of its officers and directors has been or is currently excluded from participation in any government health care programs pursuant to 42 U.S.C. § 1320a-7;

(c) the execution, delivery and performance by the Borrower of this Agreement is within its corporate powers, has been duly authorized by all necessary action and does not (i) contravene the Borrower's articles of incorporation, by-laws or other similar organizational documents, (ii) require any consent or approval of any creditor of the

Borrower, (iii) violate any Laws (including, without limitation, Regulations T, U or X of the Board of Governors of the Federal Reserve System of the United States, or any successor regulations), (iv) conflict with, result in a breach of or constitute a default under any contract to which the Borrower is a party or by which it or any of its respective property may be bound or (v) result in or require the creation or imposition of any Lien upon or with respect to any property now owned or hereafter acquired by the Borrower or any affiliate thereof except such Liens, if any, expressly created by a Related Document;

(d) no authorization, approval or other action by, or notice to or filing with, any governmental authority or regulatory body (other than the filing of an appropriate UCC-1 financing statement under Section 7) is required for the due execution, delivery and performance by the Borrower of this Agreement;

(e) this Agreement and the other Related Documents to which the Borrower is a party are the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;

(f) the Borrower will use the proceeds of the Loans solely for its operating cash needs and for other expenses in accordance with the DDS Agreement and no part of the proceeds from the Loans will be used to purchase or carry any such Margin Stock or extend credit to others for the purpose of purchasing or carrying any such Margin Stock;

(g) there is no litigation, proceeding, labor strike, condemnation or other dispute pending, or, to the best knowledge of the Borrower, threatened against or affecting the Borrower or its property;

(h) as to the DDS Agreement, (i) the Borrower has delivered to the Lender a true and correct copy of such Agreement, including all amendments and supplements thereto and (ii) such DDS Agreement is in full force and effect with no defaults by either party thereunder;

(i) all financial statements and other financial information regarding the Borrower provided to the Lender present fairly the financial condition and results of operation of the Borrower, are correct and complete in all material respects, and are consistent with the books and records of the Borrower and since June 30, 2021, there has been no material adverse change in the financial condition or operations of the Borrower that could reasonably be expected to result in a Material Adverse Effect;

(j) there is no environmental contamination at, under or about any properties leased by the Borrower, or material violation of any environmental law with respect to such properties or the business conducted at such properties, nor has the Borrower received any notice of any such violation;

(k) the Borrower's exact legal name, and the place of formation of the Borrower, are as set forth in the preamble to this Agreement;

(l) the Borrower is the legal and beneficial owner of the Collateral free and clear of all Liens except for Liens permitted by Section 9(h). Section 7 of this Agreement provides a Lien on and security interest in the Collateral to secure the prompt payment of (i) the Loans and (ii) all Obligations owing to the Lender hereunder. The Borrower has taken any and all action necessary to perfect the Lien on and security interest in the Collateral, pursuant to Section 7 hereof, by the filing of appropriate financing statements;

(m) all information, reports and other papers and data with respect to the Borrower furnished by the Borrower to the Lender were, at the time the same were so furnished, correct in all material respects. Any financial, budget and other projections furnished by the Borrower to the Lender were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent (subject to the updating or supplementation of any such financial, budget or other projections by any additional information provided to the Lender in writing, the representations contained in this Agreement being limited to financial, budget or other projections as so updated or supplemented), in the judgment of the Borrower, a reasonable, good faith estimate of the information purported to be set forth, it being understood that uncertainty is inherent in any projections and that no assurance can be given that the results set forth in the projections will actually be obtained. No fact is known to the Borrower that materially and adversely affects or in the future may (as far as it can reasonably foresee) materially and adversely affect the security for any of the Loans, or the ability of the Borrower to repay when due the Obligations, that has not been set forth in the financial statements and other documents referred to in this Section 6(m) or in such information, reports, papers and data or otherwise disclosed in writing to the Lender. The documents furnished and statements made by the Borrower in connection with the negotiation, preparation or execution of this Agreement and the Related Documents do not contain untrue statements of material facts;

(n) no default by the Borrower has occurred and is continuing in the payment of the principal of or premium, if any, or interest on any Indebtedness. No bankruptcy, insolvency or other similar proceedings pertaining to the Borrower or any agency or instrumentality of the Borrower are pending or presently contemplated. No Default or Event of Default has occurred and is continuing hereunder. No "default" or "event of default" under, and as defined in, any of the other Related Documents has occurred and is continuing. The Borrower is not presently in default under any material agreement to which it is a party which could reasonably be expected to have a Material Adverse Effect. The Borrower is not in violation of any material term of the Organizational Documents applicable to the Borrower or any material term of any bond indenture or agreement to which it is a party or by which any of its property is bound which could reasonably be expected to result in a Material Adverse Effect. The Borrower is solvent;

(o) none of the Related Documents or this Agreement provide for any payments that would violate any applicable law regarding permissible maximum rates of interest;

(p) the Borrower has not entered into any transaction of any kind with any affiliate, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to the subject affiliate as would be obtainable by the subject affiliate at the time in a comparable arm's length transaction with a Person other than the Borrower;

(q) the Borrower has good and marketable title to its assets except where the failure to have good and marketable title to any of its assets would not have a Material Adverse Effect free and clear of all liens except for those permitted by the Related Documents;

(r) the Borrower currently maintains insurance coverage with insurance companies believed by the Borrower to be capable of performing their obligations under the respective insurance policies issued by such insurance companies to the Borrower (as determined in its reasonable discretion) and in full compliance with Section 9(d) hereof;

(s) the representations and warranties of the Borrower contained in the other Related Documents, together with the related definitions of terms contained therein, are hereby incorporated by reference in this Agreement as if each and every such representation and warranty and definition were set forth herein in its entirety, and the representations and warranties made by the Borrower in such Sections are hereby made for the benefit of the Lender. No amendment to or waiver of such representations and warranties or definitions made pursuant to the relevant Related Document or incorporated by reference shall be effective to amend such representations and warranties and definitions as incorporated by reference herein without the prior written consent of the Lender;

(t) all representations and warranties made hereunder and in any other Related Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Lender, regardless of any investigation made by the Lender or on its behalf and notwithstanding that the Lender may have had notice or knowledge of any Default or Event of Default at the time of the making of any Loan, and shall continue in full force and effect as long as any Obligation hereunder shall remain unpaid or unsatisfied;

(u) the Borrower is not in violation of any Laws relating to terrorism or money laundering (*"Anti-Terrorism Laws"*), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the *"Executive Order"*), and the Patriot Act;

(i) the Borrower is not any of the following:

(A) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(B) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(C) a Person with which the Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(D) a Person that commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order;

(E) a Person that is named as a “specially designated national and blocked person” on the most current list published by the Office of Foreign Asset Control (“OFAC”) or any list of Persons issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list;

(ii) the Borrower does not (A) conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in subsection (i)(B) above, (B) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or (iii) engage in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law;

(v) (i) neither the Borrower nor any ERISA Affiliate maintains, contributes to or is obligated to maintain or contribute to, or has at any time within the past six years, maintained, contributed to or been obligated to maintain or contribute to, any pension plan as defined in section 3(2) of ERISA which is subject to ERISA;

(ii) all Governmental Plans have been established, operated, administered and maintained in compliance with all laws, regulations and orders applicable thereto, except where such failure so to comply would not reasonably be expected to have a Material Adverse Effect. All contributions and any other amounts required by applicable law to be paid or accrued by the Borrower with respect to a Governmental Plan has been paid or accrued as required, except where failure so to pay or accrue would not be reasonably be expected to have a Material Adverse Effect;

(iii) the present value of the accrued benefit liabilities under each Governmental Plan that is funded, determined as of the end of the Borrower's most recently ended fiscal year on the basis of reasonable actuarial assumptions, did not exceed the current value of the assets of such Governmental Plan allocable to such benefit liabilities by an amount which would reasonably be expected to have a Material Adverse Effect; and

(w) the Borrower has no knowledge of any existing or pending strike, walkout or work stoppage.

SECTION 7. COLLATERAL.

(a) To secure the payment and performance of the Obligations, the Borrower hereby grants to the Lender a continuing security interest in all personal property and assets of the Borrower, whether now owned or hereafter acquired and wherever located (collectively, the "*Collateral*"), including but not limited to the following: (i) all present and future accounts, accounts receivable, general intangibles, payment intangibles, supporting obligations, agreements, guarantees, contracts, instruments, documents, chattel paper, leases, licenses, contract rights, letter-of-credit rights and other rights to payment, including but not limited to all rights to payment under the DDS Agreement (which such DDS Agreement is not intended to limit or prohibit the granting of a security interest in such rights to payment pursuant to Section 4630 of the California Welfare and Institutions Code) and all warrants issued by the State of California, whether registered or unregistered; (ii) all present and future demand, time, savings, deposit, securities and like accounts, and all money, cash and cash equivalents, whether or not deposited in any such account; (iii) all present and future stocks, bonds, securities, security entitlements, subscription rights, investment and/or brokerage accounts, and all other investment property, and all rights, preferences, privileges, dividends, distributions, redemption payments or liquidation payments with respect thereto; and (iv) any and all proceeds of the foregoing; *provided* that the Collateral shall not include any governmental permit or any license, contract or agreement to the extent that the collateral assignment thereof or the creation of a security interest therein would constitute a breach of the terms of such permit, license, contract or agreement, or would permit the relevant governmental authority or any party to such agreement to terminate such permit, license, contract or agreement, except the Collateral expressly shall include any proceeds of any of the foregoing assets; *provided further* that, any permit, license, contract or agreement excluded in accordance with the foregoing shall cease to be so excluded to the extent (x) such term is rendered ineffective under Sections 9-406, 9-407, 9-408 or 9-409 of the UCC of any relevant jurisdiction or (y) all required consents to such assignment and security interest are obtained.

(b) The Lender is hereby authorized to file all such financing statements relating to the Collateral, and to take all such other actions as the Lender may deem appropriate to perfect and to maintain perfected the security interests granted herein. The Borrower shall execute and deliver to the Lender, at the Borrower's expense, all instruments and documents requested by the Lender to fully perfect, protect and maintain the Lender's security interests granted herein or to enable the Lender to exercise and enforce its rights and remedies hereunder.

(c) The Lender may at any time: (i) itself or through its representatives, visit and inspect the Borrower's properties and examine and make abstracts from any of its books and records at any reasonable time, and (ii) during the existence of an Event of Default, notify obligors on the Collateral that the Collateral has been assigned as security to the Lender, request from such obligors information concerning the Collateral and the amounts owing thereon and direct such obligors to direct their performance to the Lender. Nothing contained herein shall constitute an assumption by the Lender of any obligations of the Borrower under any contracts assigned hereunder.

(d) During the existence of an Event of Default, the Lender shall have all rights and remedies under applicable laws or in equity, under this Agreement, and all rights and remedies of a secured party under the UCC, and in addition the following rights and remedies, all of which shall be cumulative and not exclusive and may be exercised with or without notice to the Borrower except as specifically required by applicable law: (i) to foreclose the Liens created hereunder by any available judicial procedure or without judicial process; (ii) to enter any premises where any Collateral may be located for the purpose of securing, protecting, inventorying, appraising, inspecting, repairing, preserving, storing, preparing, processing, taking possession of or removing the same; (iii) to sell, assign, lease or otherwise dispose of any Collateral or any part thereof for cash, on credit or otherwise, with or without representations or warranties and upon such terms as shall be commercially reasonable; (iv) to collect by legal proceedings or otherwise all dividends, distributions, interest, principal or other sums now or hereafter payable upon or on account of the Collateral; (v) to enter into any extension, reorganization, disposition or any other agreement relating to or affecting the Collateral; (vi) to settle, compromise or release, on terms acceptable to the Lender, any amounts owing on the Collateral and/or any disputes with respect thereto; (vii) to extend the time of payment, make allowances and adjustments and issue credits in connection with the Collateral; (viii) to enforce payment and prosecute any action or proceeding with respect to the Collateral and take or bring, in the name of the Lender or the Borrower, any and all steps, actions, suits or proceedings deemed necessary or desirable by the Lender to effect collection of or to realize upon the Collateral in such order and manner as the Lender in its sole discretion shall determine; (ix) the right to receive, receipt for, endorse, assign, deposit and deliver, in the name of the Lender or the Borrower, any and all checks, notes, drafts and other instruments for the payment of money constituting proceeds of or otherwise relating to the Collateral; (x) to the extent permitted by applicable law, to operate the business of the Borrower, directly or through a receiver, by taking possession of the Collateral or any part thereof and collecting and receiving the rents, issues, profits, income and proceeds thereof, pending the exercise of any and all other rights and remedies available to the Lender; and (xi) to set-off and appropriate and apply against the Obligations any and all deposits (general or special, time or demand, provisional or final) at any time held or owing by the Lender to or for the credit or the account of the Borrower. The Borrower hereby irrevocably appoints the Lender as its attorney-in-fact, effective upon an Event of Default, with full authority in the place and stead of the Borrower to do all acts and things and to execute all documents necessary or advisable to perfect and continue perfected and to preserve, maintain and protect the Collateral.

(e) The proceeds resulting from the collection, sale or other disposition of the Collateral shall be applied, *first*, to the costs and expenses (including reasonable attorneys' fees) of retaking, holding, storing and preparing for sale, selling, collecting and liquidating the Collateral; and *second*, to the satisfaction of all Obligations. The Borrower shall be liable for any deficiency. The Borrower waives all claims against the Lenders arising out of the repossession, retention or sale of the Collateral, or any part or parts thereof.

(f) (i) In the event that (1) an Event of Default has occurred and is continuing pursuant to this Agreement, (2) the Lender has notified the Borrower in writing of the occurrence and continuance of such Event of Default, and (3) the Borrower has failed to cure such Event of Default within fifteen (15) days of the receipt of such notice from the Lender; then, the Lender shall provide written notice to DDS of such Event of Default and request reimbursement of any amounts then

due and owing under this Agreement. The Lender shall not request reimbursement from DDS of any amounts that constitute Advance Funds or in excess of funds otherwise due and payable by DDS to the Borrower. Such notice shall be sent to the State of California, Department of Developmental Services, 1600 9th Street, Room 300, MS3-18, Sacramento, California 95814, Attention: Hiren Patel, Esq. Such notice shall specify the amount of defaulted Obligations owing by the Borrower and shall include wire instructions and the address of the Lender.

(ii) The Borrower hereby irrevocably directs the Lender to immediately apply to the Obligations the proceeds of any wire transfer, check or other payment received by the Lender from DDS as contemplated in this subsection (f). To the extent the Lender receives funds from DDS, (1) the Lender shall apply such funds received to the Borrower's Obligations and (2) the Borrower shall credit such payment against sums owed to it by DDS under the DDS Agreement.

SECTION 8. CONDITIONS.

(a) *Conditions to Closing Date.* This Agreement shall become effective upon receipt by the Lender of the following, in each case in form and substance acceptable to the Lender;

(i) this Agreement, duly executed by the Borrower;

(ii) with respect to the Borrower, (A) resolutions of its board of directors or similar governing body, authorizing this Agreement and (B) its signature and incumbency certificate; *provided*, that with respect to clauses (A) and (B), such items may be in the form of an "authorization to obtain credit, grant security, guarantee or subordinate," in form and substance satisfactory to the Lender;

(iii) a certificate issued by an appropriate official of the Borrower's jurisdiction of organization stating that the Borrower is in good standing in such jurisdiction;

(iv) a copy of the DDS Agreement, along with the most recent amendment to such Agreement extending such Agreement through the Availability Period;

(v) (A) a UCC search against the Borrower, showing no Liens against the Collateral and (B) such Uniform Commercial Code financing statements (appropriately completed) for filing in such jurisdictions as the Lender may reasonably request to evidence the Liens granted to Lender herein;

(xii) an executed Certificate of Beneficial Ownership and such other documentation and other information requested in connection with applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

(vii) Chapman and Cutler LLP, as counsel to the Lender, shall have received payment of its reasonable legal fees and expenses incurred in connection with the preparation, review, negotiation, execution and delivery of the Related Documents; and

(viii) such other approvals, opinions and documents as it may reasonably request and all legal matters incident to the making of the Loan shall be satisfactory to the Lender.

(b) *Additional Conditions to Loans.* The agreement of the Lender to make each Loan from time to time requested to be made hereunder is subject to the satisfaction, immediately prior to or concurrently with the making of such Loan, of the following: (i) the following statements shall be true and the Borrower's acceptance of the proceeds of such Loan shall be deemed to be a representation and warranty of the Borrower, on the date of such Loan, that: (A) the representations and warranties contained in this Agreement and each certificate or other writing delivered to the Lender in connection herewith are correct on and as of such date in all material respects as though made on and as of such date; (B) no Default or Event of Default has occurred and is continuing or would result from the making of the Loan to be made on such date; and (C) the aggregate amount of such Loan and all outstanding Loans does not exceed the lesser of (1) the aggregate amount of Reimbursable Amounts already approved by DDS or (2) amounts certified by DDS to the Borrower as payable to the Borrower under its DDS-approved Budget and, in either case as demonstrated the Lender in writing and (ii) the making of such Loan shall not contravene any law, rule or regulation applicable to the Lender or the Borrower.

SECTION 9. COVENANTS.

So long as any Obligation shall be outstanding or any Commitment shall remain, the Borrower shall:

(a) (i) preserve and maintain its corporate existence and good standing in California, and comply in all material respects with all applicable laws, rules, regulations and orders, (ii) take all reasonable action to maintain all Permits necessary for the normal conduct of its business, including, without limitation, the maintenance of its status as a provider of acute care services eligible for reimbursement under the Medicare and Medicaid programs, and such other similar federal and state reimbursement or repayment programs unless the failure to maintain any such Permit could not reasonably be expected to result in a Material Adverse Effect, (iii) maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear excepted; (iv) make all necessary repairs thereto and renewals and replacements thereof except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect; and (v) use commercially reasonable efforts to operate and maintain the facilities owned, leased or operated by such Person now or in the future in a manner believed by such Person to be consistent with prevailing industry standards in the locations where the facilities exist from time to time, except to the extent failure to do so could not reasonably be expected to result in a Material Adverse Effect;

(b) (i) keep adequate records and books of account, in which full and correct entries shall be made in accordance with GAAP of all financial transactions of the Borrower, its assets and its business and (ii) permit any Person designated by the Lender (at the expense of the Borrower) to visit any of the offices of the Borrower to examine the books and financial records (except books and financial records the examination of which

by the Lender is prohibited by Law, including, without limitation, any Health Care Law, or by attorney or client privilege), including minutes of meetings of any relevant governmental committees or agencies, and make copies thereof or extracts therefrom, and to discuss the affairs, finances and accounts of the Borrower with their principal officers, employees and independent public accountants, all at such reasonable times and as often as the Lender may reasonably request;

(c) furnish to the Lender: (i) as soon as available and in any event within two hundred seventy (270) days after its fiscal year end, a copy of its financial statements audited by an independent accounting firm satisfactory to the Lender, (ii) within three Business Days after receipt thereof, notice of (A) any default under the DDS Agreement or any rejection or reduction by DDS in any Reimbursable Amount previously notified to the Lender, any material adverse change in its business, (B) any Default or Event of Default, or notice thereof, hereunder, which shall be accompanied by a certificate signed by an authorized representative of the Borrower specifying in reasonable detail the nature and period of existence thereof and what action the Borrower has taken or proposes to take with respect thereto, (C) all actions, suits, disputes or proceedings pending or threatened against the Borrower before any arbitrator of any kind or before any court or any other Governmental Authority which could reasonably be expected to result in a Material Adverse Effect, (D) any event, situation or circumstance which could reasonably be expected to result in a Material Adverse Effect, accompanied by a certificate signed by an authorized representative of the Borrower specifying in reasonable detail the nature and period of existence and what action the Borrower has taken or proposes to take with respect thereto and (E) the occurrence of any Health Care Reportable Event, (iii) promptly following a written request of the Lender, and in any event within three Business Days of the receipt of such request, a certificate of an authorized representative of the Borrower as to the existence or absence, as the case may be, of a Default or an Event of Default under this Agreement and (iv) for the first three cash advance claims under the DDS Agreement for its fiscal year, within three Business Days after delivery thereof, a copy of each written request to DDS for reimbursement;

(d) maintain, with financially sound and reputable insurance companies or associations liability insurance and property insurance in at least such amounts and against such risks as are typically insured against in the same general area by companies engaged in the same or a similar business; and furnish to the Lender, upon request, full information as to the insurance carried;

(e) (i) maintain its primary depository relationship with MUFG Union Bank, N.A., and substantially all its deposit accounts with MUFG Union Bank, N.A. and (ii) not enter into any deposit account control agreement, securities account control agreement or any other agreement of similar force and effect with respect to the Primary Operating Account unless the Lender is a party thereto;

(f) upon receipt of any registered warrants issued by the State of California, either (i) apply the proceeds thereof to payment of the Obligations or (ii) promptly endorse

the same in favor of the Lender as additional collateral, as the Lender may elect in its discretion;

(g) not create, incur, assume or suffer to exist any Indebtedness except for (i) Indebtedness created under this Agreement or otherwise owing to the Lender and (ii) capital leases in each case approved by the Lender in writing;

(h) not create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues except for: (i) Liens created under this Agreement or otherwise secured Indebtedness owing to the Lender, (ii) Liens securing capital leases approved by the Lender in writing and (iii) Liens in favor of DDS and existing pursuant to the terms of the DDS Agreement;

(i) not (i) enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution); (ii) sell, transfer, convey, exchange, lease or otherwise dispose of any of its properties, business or assets; (iii) make any advance, loan, extension of credit or other investment in any Person except short-term liquid investments acceptable to the Lender or (iv) engage in any material line of business substantially different from those lines of business conducted by the Borrower on the date hereof or any business substantially related or incidental thereto;

(j) not change its legal name, or its place of incorporation, formation or organization (as applicable) from those specified in the preamble to this Agreement;

(k) comply with all Laws (including, without limitation, environmental laws and Health Care Laws) applicable to it and its property, except where non-compliance could not reasonably be expected to result in a Material Adverse Effect, such compliance to include, without limitation, paying all taxes, assessments and governmental charges imposed upon it or its property before the same become delinquent, unless and to the extent that the same are being contested in good faith and by appropriate proceedings and reserves are provided therefor that in the opinion of the Borrower are adequate;

(l) not enter into, nor will it permit any other affiliate to, enter into any transaction of any kind with any affiliate of the Borrower, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to the subject party as would be obtainable by the subject party at the time in a comparable arm's length transaction with a Person other than the Borrower or an affiliate;

(m) not modify, amend or consent to any modification, amendment or waiver in any material respect of any Related Document (other than amendments to the DDS Agreement to allocate funds made available from budget augmentations) or the Organizational Documents of the Borrower without the prior written consent of the Lender;

(n) (i) provide notice of any liability with respect to one or more Governmental Plans which could reasonably be expected to have a Material Adverse Effect;

(ii) not maintain, contribute to or be obligated to maintain or contribute to or have any liabilities with respect to any pension plan as defined in section 3(2) of ERISA which is subject to ERISA;

(o) not take or omit to take any action, which action or omission will in any way (i) result in the proceeds from the of the Loans being applied in a manner other than as provided herein or (ii) which would materially adversely affect the rights, interests, remedies or security of the Lender under this Agreement or any other Related Document or which could reasonably be expected to result in a Material Adverse Effect;

(p) perform and comply with each and every covenant and agreement required to be performed or observed by it in the Related Documents to which it is a party; and

(q) to the extent permitted by the DDS Agreement, law and the State of California, ensure that the Lender has the sole lien on Reimbursed Funds in the Borrower's accounts and a junior lien (subject only to the paramount lien of DDS) on Advance Funds in the accounts.

SECTION 10. EVENTS OF DEFAULT.

The term "*Event of Default*" shall mean any of the following:

(a) the use of the proceeds of the Loans in any manner not permitted hereunder;

(b) the failure of the Borrower to make any payment required under this Agreement when due;

(c) any breach, misrepresentation or other default by Borrower under any term or provision of this Agreement or any other agreement with the Lender or in any certificate or statement delivered hereunder or thereunder;

(d) the Borrower shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) become insolvent or shall not pay, or be unable to pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property, (v) institute any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code, as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, marshalling of assets, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, (vi) take any corporate action in furtherance of any matter described in parts (i) through (v) above, or (vii) fail to contest in good faith any appointment or proceeding described in Section 10(e) of this Agreement;

(e) a custodian, receiver, trustee, examiner, liquidator or similar official shall be appointed for the Borrower or any substantial part of its property, or a proceeding described in Section 10(d)(v) hereof shall be instituted against the Borrower and such proceeding continues undischarged or any such proceeding continues undismissed or unstayed for a period of thirty (30) or more days;

(f) the failure of the Borrower to comply with any order, judgment, injunction, decree, writ or demand of any court or other public authority;

(g) the filing or recording against the Borrower, or the property of the Borrower, of any notice of levy, notice to withhold, or other legal process for taxes;

(h) the default by the Borrower on any Obligation hereunder; or the default in the observance or performance of any agreement or condition relating to any Indebtedness of the Borrower or contained in any instrument or agreement evidencing, securing or relating thereto, or any other default, event of default or similar event shall occur or condition exist, the effect of which default, event of default or similar event or condition is to cause, or permit (determined without regard to whether any notice is required), any such Indebtedness to become immediately due and payable in full as the result of the acceleration, mandatory redemption or mandatory tender of such Indebtedness;

(i) the issuance against the Borrower, or the property of the Borrower, of any writ of attachment, execution, or other judicial lien or any final, unappealable judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes, which are not covered in full by insurance, with written acknowledgement of such coverage having been provided by the provider of such insurance coverage to the Lender, in an aggregate amount not less than \$100,000 shall be entered or filed against the Borrower or against any of its property and remain unpaid, unvacated, unbonded or unstayed for a period of thirty (30) days;

(j) the sale or transfer of greater than ten percent (10%) of the assets of the Borrower or a change of ownership or membership interest of the Borrower;

(k) any of Fitch Ratings, Inc., Moody's Investors Service and Standard & Poor's Ratings Services shall have downgraded its unenhanced credit rating assigned to the State of California below "BBB-" (or its equivalent), "Baa3" (or its equivalent), or "BBB-" (or its equivalent) respectively, or suspended or withdrawn its rating of the same;

(l) the DDS Agreement shall be terminated by either party, or any material amendment or modification thereto shall be made that could have a material adverse effect on the Borrower's ability to pay the Obligations;

(m) any Related Document or any material provision thereof, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of the Lender, all the Obligations, ceases to be in full force and effect, or the Borrower or any Governmental Authority contests in any manner

the validity or enforceability of any Related Document or any provision thereof, or any the Borrower denies that it has any or further liability or obligation under any Related Document, or purports to revoke, terminate, or rescind any Related Document or any provision thereof;

(n) the Borrower shall default in the due performance or observance of any of the covenants set forth in Section 9 hereof; or the Borrower shall default in the due performance or observance of any other term, covenant or agreement contained in this Agreement (other than with respect to any Event of Default specified in this Section 10) any other Related Document and such default shall remain unremedied for a period of thirty (30) days after the occurrence thereof; or

(o) (i) the amount (if any) by which the aggregate present value of accrued benefit liabilities under all funded Governmental Plans exceeds the aggregate current value of assets of such Governmental Plans by an amount which would reasonably be expected to result in a Material Adverse Effect; or (ii) the Borrower becomes subject to any liability with respect to one or more Governmental Plans that would reasonably be expected to result in a Material Adverse Effect; or (iii) the Borrower fails to administer or maintain a Governmental Plan in compliance with the requirements of any applicable laws, statutes, rules, regulations or court orders and such failure would reasonably be expected to result in a Material Adverse Effect.

Upon the occurrence of any Event of Default, the Lender, in its discretion, may cease making Loans hereunder and may declare the Loans and all other Obligations under this Agreement immediately due and payable; however, upon the occurrence of any Event of Default described in subsections (d), (e), (f) or (g) above, all principal, interest, fees, expenses, charges and other Obligations owing under this Agreement shall automatically become immediately due and payable. Upon the occurrence of an Event of Default, the Lender may, at its option, compute the interest rate applicable to Borrower's obligations hereunder at a per annum rate equal to five percent (5%) in excess of the applicable interest rate specified in Section 3(a) above, calculated from the date of the occurrence of such Event of Default until all amounts due and payable hereunder are paid in full. Upon the occurrence of an Event of Default, the Lender may exercise, or cause to be exercised, any and all remedies as it may have under the Related Documents (other than as provided for in this paragraph) and as otherwise available at law and at equity. Upon any failure by the Borrower to make required payments of principal, interest or other amounts due and owing with respect to any Loan, no provision in the DDS Agreement is intended to limit or prohibit the Lender from setting off against or otherwise applying funds on deposit in the accounts of the Borrower at the Lender or at MUFG Union Bank, N.A., as applicable, to satisfy the Obligations of the Borrower.

SECTION 11. DEFINITIONS.

Unless the context otherwise requires, terms defined in the UCC and not otherwise defined in this Agreement shall have the meanings defined for those terms therein. In addition, capitalized terms not otherwise defined herein shall have the following respective meanings:

“Advance Funds” means any fund paid in advance by DDS to the Borrower pursuant to Section III(3) of the DDS Agreement for services not yet rendered by the Borrower, including DDS’s reimbursements to the Borrower for its expenditures that are then applied to replenish Advance Funds. The Borrower is indebted to DDS for the amount of Advance Funds received by the Borrower for any fiscal year, until such amount is either repaid by the Borrower or DDS or reduced through offset by DDS against reimbursement claims submitted by the Borrower to DDS.

“Availability Period” has the meaning set forth in the recitals hereof.

“Beneficial Owner” means a single individual with significant responsibility to control, manage or direct the Borrower.

“Borrowing Date” means the date on which the proceeds of a Loan will be available in the Borrower’s Primary Operating Account.

“Budgets” means the Borrower’s purchase of services (POS) and operations (OPS) budgets, each as set forth in Exhibit A to the DDS Agreement, as each budget may be amended from time to time in accordance with the DDS Agreement.

“Business Day” a day other than a Saturday, Sunday, a day on which the New York Stock Exchange or the Federal Reserve Bank is closed or other day on which commercial banks in the State of California are authorized or required by law to close.

“Certificate of Beneficial Ownership” means a certificate in form and substance acceptable to the (as amended or modified by the Lender from time to time in its sole discretion), certifying, among other things, the Beneficial Owner of the Borrower.

“Change in Law” means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any Law, including, without limitation, Risk-Based Capital Guidelines, (b) any change in any Law or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, ruling, guideline, regulation or directive (whether or not having the force of law) by any Governmental Authority; *provided that* notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, ruling, guidelines, regulations or directives thereunder or issued in connection therewith and (ii) all requests, rules, rulings, guidelines, regulations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States of America or foreign regulatory authorities shall in each case be deemed to be a “Change in Law,” regardless of the date enacted, adopted or issued.

“Code” means the Internal Revenue Code of 1986, as amended, and, where appropriate any statutory predecessor or any successor thereto.

“Confidential Information” means any sensitive or confidential information regarding the Borrower, the Lender or any affiliate of the Lender including, without limitation, address and account information, e-mail addresses, telephone numbers, facsimile numbers, names and signatures of officers, employees and signatories.

“DDS” the Department of Developmental Services, an agency of the State of California, and any successor agency having the same function.

“DDS Agreement” that certain written agreement between the DDS and the Borrower, pursuant to which the Borrower provides services to persons with disabilities as contemplated by the Lanterman Developmental Disabilities Services Act, as such agreement may be amended, extended, supplemented or replaced from time to time.

“Default” any of the events specified in Section 10, whether or not any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time.

“ERISA Affiliate” means any trade or business (whether or not incorporated) under common control with the Borrower within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

“Excluded Taxes” means, with respect to the Lender, Taxes imposed on or measured by its overall net income (however denominated), franchise Taxes and branch profit Taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the Laws of which it is incorporated or is organized or in which its principal executive office is located.

“Generally Accepted Accounting Principles” or *“GAAP”* means generally accepted accounting principles in effect from time to time in the United States and applicable to entities such as the Borrower.

“Governmental Authority” means the government of the United States of America or any other nation or any political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or European Central Bank), or any arbitrator, mediator or other Person with authority to bind a party at law.

“Governmental Plan” means any plan, fund or similar program that is established or maintained by a or for a governmental entity which plan, fund or similar program

provides, or results in, retirement income, a deferral of income in contemplation of retirement of payments to be made upon termination of employment for which the Borrower could be liable and which is not subject to ERISA.

“Health Care Laws” means all relevant federal and state Laws regulating health services or payment, including, but not limited to, Section 1128B(b) and Section 1877 of the Social Security Act, the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Stark Law (42 U.S.C. § 1395nn), the Anti-Inducement Law (42 U.S.C. § 1320a-7a(a)(5)), the civil False Claims Act (31 U.S.C. § 3729 *et seq.*), the administrative False Claims Law (42 U.S.C. § 1320a-7b(a)), the exclusion laws (42 U.S.C. § 1320a-7), the civil monetary penalty laws (42 U.S.C. § 1320a-7a), the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §§ 1320d-1320d-8), Medicare, Medicaid, and any other state or federal law, regulation, guidance document, manual provision, program memorandum, opinion letter, or other issuance which regulates kickbacks, patient or program charges, recordkeeping, referrals, the hiring of employees or acquisition of services or supplies from those who have been excluded from government health care programs, quality, safety, privacy, security, licensure, accreditation, or any other aspect of providing health care.

“Health Care Reportable Event” means (a) the Borrower becomes subject to any civil or criminal investigations, or any material inquiries, validation reviews, program integrity reviews, reimbursement audits or statements of deficiencies, involving and/or related to its compliance with Health Care Laws; (b) any material exclusion, voluntary disclosure, notice of claim to recover material overpayments, revocation, suspension, termination, probation, restriction, limitation, denial, or non-renewal affecting the Borrower with respect to any material Program; or (c) the occurrence of any reportable event under any settlement agreement or corporate integrity agreement involving and/or related to its compliance with Health Care Laws entered into with any Governmental Authority.

“Indebtedness” as to any Person, means (i) all indebtedness of such Person for borrowed money or for the deferred purchase price of property or services, (ii) all obligations of such Person evidenced by notes, bonds, debentures, loan agreements or other similar instruments, (iii) all indebtedness created or arising under any conditional-sale or other title-retention agreement with respect to property acquired by such Person, (iv) all capitalized leases obligations of such Person, (v) all obligations of such Person under a Swap Contract, (vi) all obligations, contingent or otherwise, of such Person under acceptance, under letters of credit (including standby and commercial), bankers’ acceptances, bank guaranties, surety bonds and similar instruments, (vii) all guarantee obligations of such Person and all other obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to secure a credit against loss in respect of, indebtedness or obligations of others of the kinds referred to above and (viii) all indebtedness of others secured by a lien on any asset of such Person, whether or not such indebtedness is assumed by such Person.

“Indemnified Taxes” means Taxes imposed on or with respect to any payment made by or on account of any obligation of the Borrower under any Related Document, other than Excluded Taxes and Other Taxes.

“Law” means, collectively, any treaty or any international, foreign, federal, regional, state and local law, statute, rule, guideline, ordinance, regulation, code, license, authorization, decision, injunction, interpretation or administration, order or decree or precedent of any court, or other Governmental Authority and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“Lien” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, security agreement, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

“Margin Stock” has the meaning ascribed to such term in Regulation U promulgated by the Board of Governors of the Federal Reserve System of the United States, as now and hereafter from time to time in effect.

“Material Adverse Effect” means: (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) or prospects of the Borrower; (b) a material impairment of the ability of the Borrower to perform its obligations under any Related Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against the Borrower of any Related Document to which it is a party or the rights, security, interests or remedies of the Lender hereunder or under any other Related Document.

“Maturity Date” means the last day of the Availability Period.

“Medicaid” means, collectively, the health care assistance program established by Title XIX of the Social Security Act (42 U.S.C. §§ 1396 *et seq.*) and any statutes succeeding thereto, and all Laws, rules, regulations, manuals, orders, guidelines or requirements pertaining to such program including (a) all federal statutes (whether set forth in Title XIX of the Social Security Act or elsewhere) affecting such program; (b) all state statutes and plans for medical assistance enacted in connection with such program and federal rules and regulations promulgated in connection with such program; and (c) all applicable provisions of all rules, regulations, manuals, orders and administrative and reimbursement guidelines and requirements of all government authorities promulgated in connection with such program (whether or not having the force of law), in each case, as the same may be amended, supplemented or otherwise modified from time to time.

“Medicare” means, collectively, the health insurance program for the aged and disabled established by Title XVIII of the Social Security Act (42 U.S.C. §§ 1395 *et seq.*) and any statutes succeeding thereto, and all Laws, rules, regulations, manuals, orders or guidelines pertaining to such program including (a) all federal statutes (whether set forth in Title XVIII of the Social Security Act or elsewhere) affecting such program; and (b) all applicable provisions of all rules, regulations, manuals, orders and administrative and reimbursement guidelines and requirements of all governmental authorities promulgated in connected with such program (whether or not having the force of law), in each case, as the same may be amended, supplemented or otherwise modified from time to time.

“Obligations” the unpaid principal of and interest on (including, without limitation, interest accruing after the maturity of the Loans and interest accruing on or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding and whether or not at a default rate) the Loans, and all other obligations and liabilities of the Borrower to the Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement and any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise.

“Organizational Documents” means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Related Document.

“Patriot Act” means the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

“Permit” means any permit, approval, authorization, certification, license, variance, accreditation or permission required from a Governmental Authority under an applicable Law or any accrediting organization.

“Person” any individual, firm, partnership, joint venture, corporation, limited liability company, association, business enterprise trust, unincorporated organization, government or department or agency thereof or other entity, whether acting in an individual, fiduciary or other capacity.

“Primary Operating Account” means the account of the Borrower held at MUFG Union Bank, N.A., DDA Number 4500082750, CDL Number 00131886, Fed ABA Number 122000496, DDA Account Name: Regional Center of Orange County.

“Reference Rate” the rate of interest per annum publicly announced from time to time by the Lender as its *“reference rate”* in effect at its office in Los Angeles, California. Such rate is a rate set by the Lender based upon various factors including the Lender’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. The Reference Rate hereunder shall automatically change as and when the *“reference rate”* announced by the Lender shall change. Notwithstanding anything set forth herein to the contrary, in the event that the Reference Rate is less than zero, it shall be deemed to be zero for purposes of this Agreement.

“Reimbursable Amount” means, on any date, the aggregate amount owing and unpaid by the DDS to the Borrower under the DDS Agreement, which amounts (i) represent compensation for services that have been rendered by the Borrower (and not advance payments by the DDS) in accordance with the terms of the DDS Agreement and (ii) are the subject of written requests for reimbursement sent by the Borrower to the DDS.

“Reimbursed Funds” means any funds received by the Borrower from DDS that are not Advance Funds.

“Related Documents” means this Agreement, the DDS Agreement, and any other documents related to any of the foregoing or executed in connection therewith, and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing permitted hereunder and thereunder.

“Risk-Based Capital Guidelines” means (a) the risk-based capital guidelines in effect in the United States of America, including transition rules, and (b) the corresponding capital regulations promulgated by regulatory authorities outside the United States of America including transition rules, and any amendment to such regulations.

“Swap Contract” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into

any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "*Master Agreement*"), including any such obligations or liabilities under any Master Agreement.

"*Taxes*" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, fines, additions to tax or penalties applicable thereto.

"*UCC*" the Uniform Commercial Code of the State of California.

SECTION 12. MISCELLANEOUS.

(a) No amendment or waiver of any provision of this Agreement, or consent to any departure by the Borrower herefrom, shall in any event be effective unless the same shall be in writing and signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In the case of any such waiver or consent relating to any provision hereof, any Default or Event of Default so waived or consented to shall be deemed to be cured and not continuing, but no such waiver or consent shall extend to any other or subsequent Default or Event of Default or impair any right consequent thereto.

(b) All notices and other communications to be given with respect hereto shall be in writing and mailed or delivered by reputable courier or by fax or by e mail or by other electronic means of communication capable of creating a written record of such notice and its receipt. To the extent that any electronic means of communication notice is permitted hereunder, the parties hereto shall provide appropriate e mail addresses or facsimile numbers. All such notices and communications shall be sent to the respective addresses for the parties set forth below, or to such other address as a party may specify by notice given in accordance with the provisions hereof:

If to the Borrower:

Regional Center of Orange County, Inc.
1525 North Tustin Avenue
Santa Ana, California 92705
PO Box 22010
Santa Ana, California 92702-2010

If to the Lender for Advances:

MUFG Union Bank, N.A.,
Commercial Loan Operations
1980 Saturn Street
Monterey Park, CA 91754
Attention: Commercial Loan Operations
Supervisor

Facsimile: (800) 892-4857
Email: clocommercialmarkets@unionbank.com

Rhonda Brooks
Telephone: (323) 720-7326
Email: rhonda.brooks@unionbank.com

Patricia Carranza
Telephone: (323) 720-7326
Email: patricia.carranza@unionbank.com

If to the Lender for all other matters: MUFG Union Bank, N.A.,
445 South Figueroa Street, 16th Floor
Los Angeles, California 90071
Attention: Lisa Smith
Telephone: (213) 236-7741
Email: lismith@us.mufg.jp

MUFG Union Bank, N.A.,
445 South Figueroa Street, 16th Floor
Los Angeles, California 90071
Attention: Nick Boyle
Telephone: (213) 236-5153
Email: nboyle@us.mufg.jp

(c) No failure on the part of the Lender to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Related Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

(d) The Borrower agrees to pay on demand all costs and expenses incurred by the Lender (including all attorneys' fees, including the allocated costs of in-house counsel to the Lender) in connection with the enforcement of this Agreement and any instrument or document executed in connection herewith, including losses, costs and expenses sustained as a result of a default by the Borrower in the performance of its obligations contained herein or in any related document. The Borrower agrees to pay, and indemnify and hold harmless the Lender and its officers, directors and agents (each, an "*Indemnatee*") from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits and costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery and enforcement of this Agreement and any document or instrument executed in connection herewith or the use of the proceeds of the Loans (all the foregoing, collectively, the "*indemnified liabilities*"), other than indemnified liabilities arising from the gross negligence or willful misconduct of the Lender, as determined in a final, non-appealable judgment by a court of competent jurisdiction. To the fullest extent permitted by applicable Law, the Borrower shall not assert, and hereby waives, and acknowledges

that no other Person shall have, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Related Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, the making of the Loans or the use of the proceeds thereof. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Related Documents or the transactions contemplated hereby or thereby. The obligations of the Borrower under this paragraph shall survive the payment in full of the Loans.

(e) (i) All covenants, agreements, representations and warranties made herein and in the certificates delivered pursuant hereto shall survive the making of any Loan hereunder and shall continue in full force and effect until all of the Obligations hereunder shall have been paid in full. This Agreement shall be binding upon and inure to the benefit of the Borrower and the Lender and their respective successors and assigns; provided that the Borrower may not assign any interest in this Agreement without the prior written consent of the Lender. The Lender may assign to any Person all or any part of, or any interest in, the Lender's rights and benefits under this Agreement and any document or instrument executed in connection herewith and to the extent of such assignment such assignee shall have the same rights and benefits against the Borrower as it would have had if it were the Lender hereunder. The Lender may at any time, without the consent of, or notice to, the Borrower, sell participations to any Person (other than a natural person) in all or a portion of the Lender's rights and/or obligations under this Agreement (including all or a portion of the Loans owing to it) and such participants shall be entitled to the benefits of this Agreement to the same extent as if they were a direct party hereto. Whenever in this Agreement any of the parties hereto is referred to, such reference shall, be deemed to include the successors and assigns of such party.

(ii) The Lender may at any time pledge or grant a security interest in all or any portion of its rights under the Loans, this Agreement and the Related Documents to secure obligations of the Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; *provided* that no such pledge or assignment shall release the Lender from any of its obligations hereunder or substitute any such pledgee or assignee for the Lender as a party hereto.

(f) This Agreement shall be governed by, and construed in accordance with, the laws of the State of California (without reference to its choice of law rules).

(g) ALL CLAIMS, CAUSES OF ACTION OR OTHER DISPUTES CONCERNING THIS AGREEMENT (EACH A "*CLAIM*"), INCLUDING ANY AND ALL QUESTIONS OF LAW OR FACT RELATING THERETO, SHALL, AT THE WRITTEN REQUEST OF ANY PARTY TO THIS AGREEMENT, BE DETERMINED BY JUDICIAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 ("*REFERENCE*"). THE PARTIES SHALL SELECT A SINGLE NEUTRAL REFEREE, WHO SHALL BE A RETIRED STATE OR FEDERAL JUDGE. IN THE EVENT THAT THE PARTIES CANNOT AGREE UPON A REFEREE, THE REFEREE SHALL BE APPOINTED BY THE COURT. THE REFEREE SHALL REPORT A STATEMENT OF DECISION TO THE COURT. NOTHING IN THIS PARAGRAPH SHALL LIMIT THE RIGHT OF ANY PARTY AT ANY TIME TO

EXERCISE SELF-HELP REMEDIES, FORECLOSE AGAINST COLLATERAL OR OBTAIN PROVISIONAL REMEDIES. THE PARTIES SHALL BEAR THE FEES AND EXPENSES OF THE REFEREE EQUALLY UNLESS THE REFEREE ORDERS OTHERWISE. THE REFEREE SHALL ALSO DETERMINE ALL ISSUES RELATING TO THE APPLICABILITY, INTERPRETATION, AND ENFORCEABILITY OF THIS PARAGRAPH. THE PARTIES ACKNOWLEDGE THAT THE CLAIMS WILL NOT BE ADJUDICATED BY A JURY. IF ANY ACTION OR PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT, (A) THE COURT SHALL, AND IS HEREBY DIRECTED TO, MAKE A GENERAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 TO A REFEREE (WHO SHALL BE A SINGLE ACTIVE OR RETIRED JUDGE) TO HEAR AND DETERMINE ALL OF THE ISSUES IN SUCH ACTION OR PROCEEDING (WHETHER OF FACT OR OF LAW) AND TO REPORT A STATEMENT OF DECISION, *PROVIDED* THAT AT THE OPTION OF ANY PARTY TO SUCH PROCEEDING, ANY SUCH ISSUES PERTAINING TO A "PROVISIONAL REMEDY" AS DEFINED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1281.8 SHALL BE HEARD AND DETERMINED BY THE COURT, AND (B) WITHOUT LIMITING THE GENERALITY OF SECTION 12(D) HEREOF, THE BORROWER SHALL BE SOLELY RESPONSIBLE TO PAY ALL FEES AND EXPENSES OF ANY REFEREE APPOINTED IN SUCH ACTION OR PROCEEDING.

Subject to the foregoing, each party hereto hereby irrevocably and unconditionally:

(i) submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of California, the courts of the United States of America for the Central District of California, and appellate courts from any thereof;

(ii) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient forum and agrees not to plead or claim the same; and

(iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail, postage prepaid, to any party at its address set forth in Section 12(b) (with, in the case of the Lender, a copy of such service of process to the following address: Office of the General Counsel, 400 California Street, San Francisco, California 94104).

(h) This Agreement sets forth the entire agreement between the Borrower and the Lender relating to the subject matter hereof. This Agreement may be executed by one or more of the parties hereto in any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement electronically shall be effective as delivery of a manually executed counterpart of this Agreement.

(i) (i) The Lender hereby notifies the Borrower that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies the Borrower and

its affiliates, which information includes the name and address of the Borrower and its affiliates and other information that will allow the Lender to identify the Borrower and its affiliates in accordance with the Patriot Act. The Borrower hereby agree that it shall promptly provide such information upon request by the Lender.

(ii) The Borrower shall (a) ensure that no person who owns a controlling interest in or otherwise controls the Borrower or its affiliates is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by OFAC, the Department of the Treasury or included in any Executive Orders, that prohibits or limits the Lender from making any advance or extension of credit to the Borrower or its affiliates or from otherwise conducting business with the Borrower or its affiliates, and (b) ensure that the Loan proceeds shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto. Further, the Borrower shall comply, and cause each of its affiliates and any of their respective subsidiaries to comply, with all applicable Bank Secrecy Act (“BSA”) laws and regulations, as amended. The Borrower agrees to provide documentary and other evidence of the Borrower’s and the Borrower’s affiliates’ identities as may be requested by the Lender at any time to enable the Lender to verify the Borrower’s and the Borrower’s affiliates identity or to comply with any applicable law or regulation.

(j) (i) Upon the occurrence of an Event of Default, the Lender may, at any time and from time to time, without notice to the Borrower or any other person (any such notice being expressly waived), set off and appropriate and apply against and on account of any Obligations under this Agreement, without regard to whether or not the Lender shall have made any demand therefor, and although such Obligations may be contingent or unmatured, any and all deposits (general or special, including but not limited to deposits made pursuant to this Agreement and debt evidenced by certificates of deposit, whether matured or unmatured, but not including trust accounts, such as restricted donor accounts) and any other debt at any time held or owing by the Lender to or for the credit or the account of any or all of the Borrower.

(ii) The Lender agrees promptly to notify the Borrower after any such set-off and application referred to in subsection (i) above, *provided* that the failure to give such notice shall not affect the validity of such set-off and application. Subject to the provisions of subsection (i) above, the rights of the Lender under this Section 12(j) are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Lender may have.

(k) If any provision of this Agreement or the other Related Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Related Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(l) From time to time upon the request of either party hereto, the other shall promptly and duly execute, acknowledge and deliver any and all such further instruments and documents as

the requesting party may in its reasonable discretion deem necessary or desirable to confirm this Agreement, and the other Related Documents, to carry out the purpose and intent hereof and thereof or to enable the requesting party to enforce any of its rights hereunder or thereunder. At any time, and from time to time, upon request by the Lender, the Borrower will, at the Borrower's expense, (a) correct any defect, error or omission which may be discovered in the form or content of any of the Related Documents, and (b) make, execute, deliver and record, or cause to be made, executed, delivered and recorded, any and all further instruments, certificates, and other documents as may, in the opinion of the Lender, be necessary or desirable in order to complete, perfect or continue and preserve the Lien hereof. Upon any failure by the Borrower to do so, the Lender may make, execute and record any and all such instruments, certificates and other documents for and in the name of the Borrower, all at the sole expense of the Borrower, and the Borrower hereby appoints the Lender the agent and attorney-in-fact of the Borrower to do so, this appointment being coupled with an interest and being irrevocable. Without limitation of the foregoing, the Borrower irrevocably authorizes the Lender at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements deemed necessary or desirable by the Lender to establish or maintain the validity, perfection and priority of the security interests granted herein, and the Borrower ratifies any such filings made by the Lender prior to the date hereof. In addition, at any time, and from time to time, upon request by the Lender, the Borrower will, at the Borrower's expense, provide any and all further instruments, certificates and other documents as may, in the opinion of the Lender, be necessary or desirable in order to verify the Borrower's identity and background in a manner satisfactory to the Lender.

(m) Nothing in this Agreement, whether express or implied, shall be construed to give to any Person other than the parties hereto any legal or equitable right, remedy or claim under or in respect of this Agreement, which is intended for the sole and exclusive benefit of the parties hereto.

(n) In connection with all aspects of the transactions contemplated by this Agreement and the Related Documents (including in connection with any amendment, waiver or other modification hereof or of any other Related Document), the Borrower, on behalf of itself, its affiliates, acknowledges and agrees, and acknowledges its affiliates' understanding, that: (a) (i) the services regarding this Agreement and the Related Documents provided by the Lender and any affiliate of the Lender are arm's-length commercial transactions between the Borrower and its affiliates on the one hand, and the Lender and its affiliates, on the other hand, (ii) each of the Borrower and its affiliates has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (iii) the Borrower, on behalf of itself, and its affiliates is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Related Documents and (iv) the Lender has not provided any advice or assumed any (and has no) advisory or fiduciary responsibility in favor of the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Lender or any affiliate of the Lender has provided other services or advised or is currently providing other services or advising the Borrower on other matters); (b) (i) the Lender and its affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor (as a municipal advisor (as defined in Section 15B of the Securities and Exchange Act of 1934, as amended) or otherwise), agent or fiduciary, for the Borrower or its affiliates, or any other Person and (ii) neither the Lender nor any of its affiliates

has any obligation to the Borrower or its affiliates with respect to the transactions contemplated by this Agreement and the Related Documents except those obligations expressly set forth herein; and (c) the Lender and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its affiliates and neither the Lender nor any of its affiliates has any obligation to disclose any of such interests to the Borrower or its affiliates. To the fullest extent permitted by Law, the Borrower, on behalf of itself and its affiliates, hereby waives and releases any claims that it may have against the Lender or any of its affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated by this Agreement or the other Related Documents.

(o) In the event the Borrower files with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("*EMMA*"), this Agreement, any Related Documents or any description of the material terms thereof or notice of any agreement to covenants, events of default, remedies, priority rights or other similar terms, either voluntarily or as required pursuant a continuing disclosure agreement or Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "*Rule*") (each such posting, an "*EMMA Posting*"), the Borrower shall (i) provide the Lender with a copy of each EMMA Posting prior to submitting or posting on EMMA and (ii) shall not file or permit the filing of any EMMA Posting that includes Confidential Information. The Borrower acknowledges and agrees that although the Lender may request review, edits or redactions of such materials prior to filing, the Lender is not responsible for the Borrower's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with any continuing disclosure agreement or any applicable securities or other laws, including, but not limited to, those relating to the Rule.

(p) The words "execute," "execution," "signed," "signature," and words of like import in any Related Document (including waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Lender, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused their respective representatives to execute this Agreement, as of the date first above written.

REGIONAL CENTER OF ORANGE COUNTY, INC., a
California non-profit corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

MUFG UNION BANK, N.A.

By: _____
Name: _____
Title: _____

EXHIBIT A

FORM OF BORROWING NOTICE AND CERTIFICATION

_____, 2022

MUFG Union Bank, N.A.
Commercial Loan Operations
1980 Saturn Street
Monterey Park, CA 91754
Attention: Commercial Loan Operations
Facsimile: (800) 892-4857
E-mail: clocommercialmarkets@unionbank.com

Attention: Rhonda Brooks
Telephone: (323) 720-7347
E-mail: rhonda.brooks@unionbank.com

Attention: Patricia Carranza
Telephone: (323) 720-7326
E-mail: patricia.carranza@unionbank.com

MUFG Union Bank, N.A.
445 South Figueroa Street, 16th Floor
Los Angeles, California 90071
Attention: Lisa Smith

Ladies and Gentlemen:

REGIONAL CENTER OF ORANGE COUNTY, INC., a nonprofit corporation organized under the laws of the State of California (the "*Borrower*"), refers to that certain Credit and Security Agreement (Revolving Loan Facility) dated as of [____], 2022 (as it may be amended, restated, modified or supplemented from time to time, the "*Credit Agreement*") between the Borrower and MUFG Union Bank, N.A. (the "*Lender*"). Terms defined in the Credit Agreement and not otherwise defined herein have the same respective meanings when used herein.

Pursuant to Section 1 of the Credit Agreement, the undersigned hereby requests a Loan under the Credit Agreement and in that connection sets forth below the information relating to such Loan (the "*Requested Loan*"), as required by the Credit Agreement.

1. The date of the Requested Loan, which is the date the Borrower is requesting funds be credited to its account, is _____, 2022.
2. The aggregate amount of the Requested Loan is \$_____.

3. Attached hereto is a copy of the Borrower's written request to DDS for reimbursement (the "*Reimbursement Request*") under the DDS Agreement in an amount at least equal to the principal amount of the Requested Loan.

In connection with the Requested Loan, the Borrower, by executing below, hereby certifies to the Lender as follows:

(a) The amount(s) referenced in the Reimbursement Request (1) are due and owing to the Borrower from DDS in full and (2) have been certified by DDS to the Borrower as payable to the Borrower under its DDS approved Budgets, and, in each case, no such amount is, to the best knowledge of the Borrower, subject to offset or defense by DDS. Such amount(s) represent compensation for services that have been rendered by the Borrower in accordance with the terms of the DDS Agreement. Such amounts relate solely to the Borrower's [20__-20__] fiscal year. No part of such amount(s) have been previously received by the Borrower from the DDS.

(b) Upon funding of the Requested Loan, the aggregate principal amount of Loans outstanding under the Credit Agreement on such date will be \$_____ (the "*Total Outstanding Loans*") and the total Reimbursable Amount due to the Borrower will be \$_____ (the "*Total Reimbursable Amount*"), such amount consisting of the following unpaid reimbursement requests sent by the Borrower to DDS:

DATE OF REQUEST TO DDS	AMOUNT
_____	\$ _____
_____	\$ _____
	[and so on]
TOTAL:	\$ _____

(c) As of the date hereof, (i) the total amount appropriated to the Borrower by DDS under the DDS Agreement for the Borrower's [20__-20__] fiscal year is \$_____ (the "*Appropriated Amount*") and (ii) the Borrower has received from DDS \$_____ of reimbursements for the [20__-20__] fiscal year, leaving a remaining available Appropriated Amount of \$_____ (the "*Available Appropriated Amount*"). As of the date hereof, there are no amounts due from the Borrower to DDS (whether as a result of disputed or rejected reimbursement claims or otherwise), other than \$_____ (such amounts, if any, the "*Amounts Owing*"). In summary: Appropriated Amount (\$_____) – Reimbursements received (\$_____) – Amounts owing (\$_____) – Available Appropriated Amount (\$_____).

(d) Upon the borrowing of the Requested Loan, the Total Outstanding Loans will not exceed the *lesser of* (i) the Total Reimbursable Amount due to the Borrower and (ii) the Available Appropriated Amount *less* any Amounts Owing.

The foregoing request and certification are hereby made as of _____, 2022, by the duly authorized officer executing below, for the benefit of the Lender, with knowledge that the Lender is relying thereon in making the requested Loan.

REGIONAL CENTER OF ORANGE COUNTY, INC., a
California non-profit corporation

By: _____
Name: _____
Title: _____

Summary of Information About Persons Served - December 2021

NUMBER OF PERSONS SERVED	20,592	100%
Children - Birth to Age Three Receiving Early Start Services	3,433	17%
Children - Ages Three to 17 Receiving Lanterman Services	6,895	33%
Adults - Ages 18 and Older Receiving Lanterman Services	10,264	50%

Children - Birth to Age Three Receiving Prevention Resource and Referral Services	496
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Children and Adults - Ages Three and Older Receiving Lanterman Services with the Following Diagnoses:

Intellectual Disability	11,681	60%
Epilepsy	2,881	15%
Cerebral Palsy	2,588	13%
Autism	8,680	44%
Fifth Category*	1,690	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	280
Early Start / Under Age Three / 45 days to complete determination	228
Lanterman / Over Age Three / 120 days to complete determination	52

NUMBER OF PERSONS DETERMINED ELIGIBLE	517
Children - Birth to Age Three Eligible for Early Start Services	244
Children and Adults - Ages Three and Older Eligible for Lanterman Services	205
<ul style="list-style-type: none"> Number of children who received Early Start services 	41
<ul style="list-style-type: none"> Number of children who received Early Start services and had a diagnosis of autism 	26
Children - Birth to Age Three Eligible for Prevention Resource and Referral Services	1

NUMBER OF CHILDREN NO LONGER ELIGIBLE FOR EARLY START OR PREVENTION RESOURCE AND REFERRAL SERVICES	137
Children - Age Three No Longer Eligible for Early Start Services	137
Children - Age Three No Longer Eligible for Prevention Resource and Referral Services	0

REGIONAL CENTER OF ORANGE COUNTY



OPERATIONS REPORT

DECEMBER 2021 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 2021-22

Type and Number of Reviews	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Annual Review	33	35	36	38	34	39
Unannounced	59	40	38	38	35	43
Total Number of Reviews	92	75	74	76	69	82

Provider Trainings	0	0	0	0	0	0
Technical Support	151	142	169	131	117	148
Corrective Action Plans	0	0	9	6	2	9
Special Incident Investigations*	26	30	28	24	21	15
COVID-19 Checklist	0	0	0	0	0	1

Type and Number of Reviews	Jan.	Feb.	Mar.	Apr.	May	June	Total
Annual Review							215
Unannounced							253
Total Number of Reviews	0	0	0	0	0	0	468

Provider Trainings	0	0	0	0	0	0	0
Technical Support							858
Corrective Action Plans							26
Special Incident Investigations*							144

* 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)

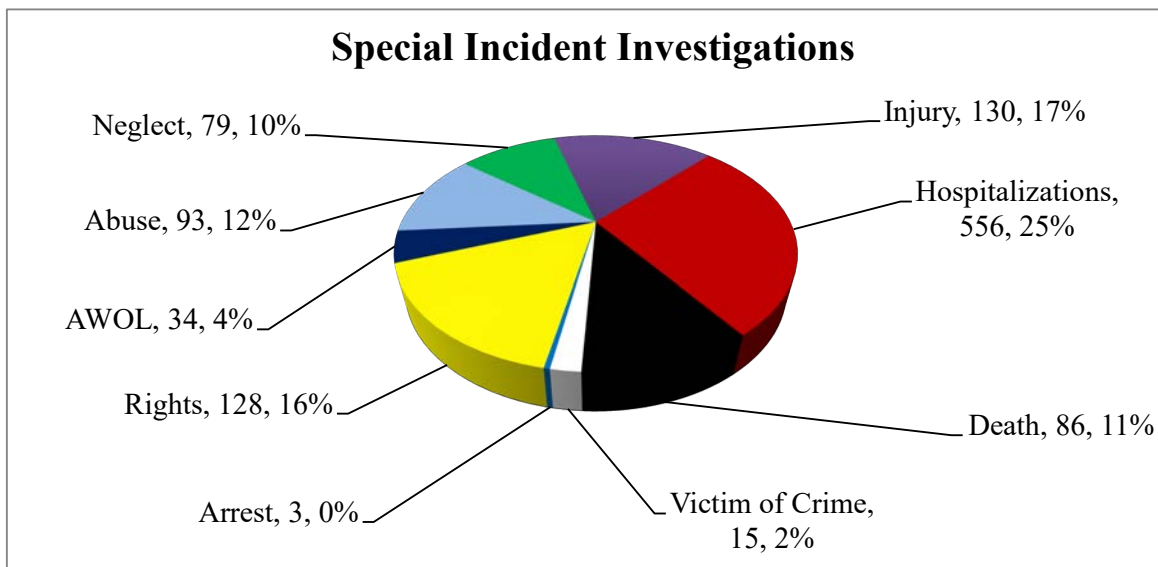
- (A) The consumer is missing and the vendor or long-term health care facility has filed a missing persons report with a law enforcement agency;
- (B) Reasonably suspected abuse/exploitation including:
 - 1. Physical;
 - 2. Sexual;
 - 3. Fiduciary;
 - 4. Emotional/mental; or
 - 5. Physical and/or chemical 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 2021-22

Type of Incident	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
AWOL	5	10	5	4	5	5
Abuse	14	23	19	10	13	14
Neglect	18	16	15	13	15	2
Injury	14	23	26	24	26	17
Hospitalizations - Total	33	40	43	33	35	34
<i>Psychiatric</i>	<i>11</i>	<i>8</i>	<i>11</i>	<i>4</i>	<i>8</i>	<i>6</i>
<i>Medical</i>	<i>22</i>	<i>32</i>	<i>32</i>	<i>29</i>	<i>27</i>	<i>28</i>
Death	15	18	10	13	10	20
Victim of crime	3	2	1	5	3	1
Arrest	2	0	0	0	0	1
Rights	16	14	14	64	14	6
Total	120	146	133	166	121	100

Type of Incident	Jan.	Feb.	Mar.	Apr.	May	June	Total
AWOL							34
Abuse							93
Neglect							79
Injury							130
Hospitalizations - Total							218
<i>Psychiatric</i>							48
<i>Medical</i>							170
Death							86
Victim of Crime							15
Arrest							3
Rights							128
Total	0	0	0	0	0	0	786



COMMUNITY LIFE continued

Provider Audits
Fiscal Year 2021-22

Number of Audits / Appeals / Recoveries

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

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

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

Audit Findings (Dollar Amount)

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

Number of Appeals / Recoveries

State Appeal							0
Recovery							0

Audit Findings (Dollar Amount)

Amount of Recovery							\$0.00
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FAMILY SUPPORTS

Related Guiding Principles

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

Fiscal Year 2021-22

Number of Authorizations for Voucher Services

Type of Service	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Day Care - Family Member	81	81	80	79	84	84
Diapers - Family Member	10	10	10	11	11	11
Nursing Service - Family Member	62	62	63	62	61	62
Respite Service - Family Member	603	587	577	591	603	596
Transportation - Family Member	115	129	127	129	145	142
Total Number of Voucher Authorizations	871	869	857	872	904	895

Number of Authorizations for Voucher Services

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

FAMILY SUPPORTS

Related Guiding Principles

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

Notifications of Community Events and Activities

Fiscal Year 2021-22

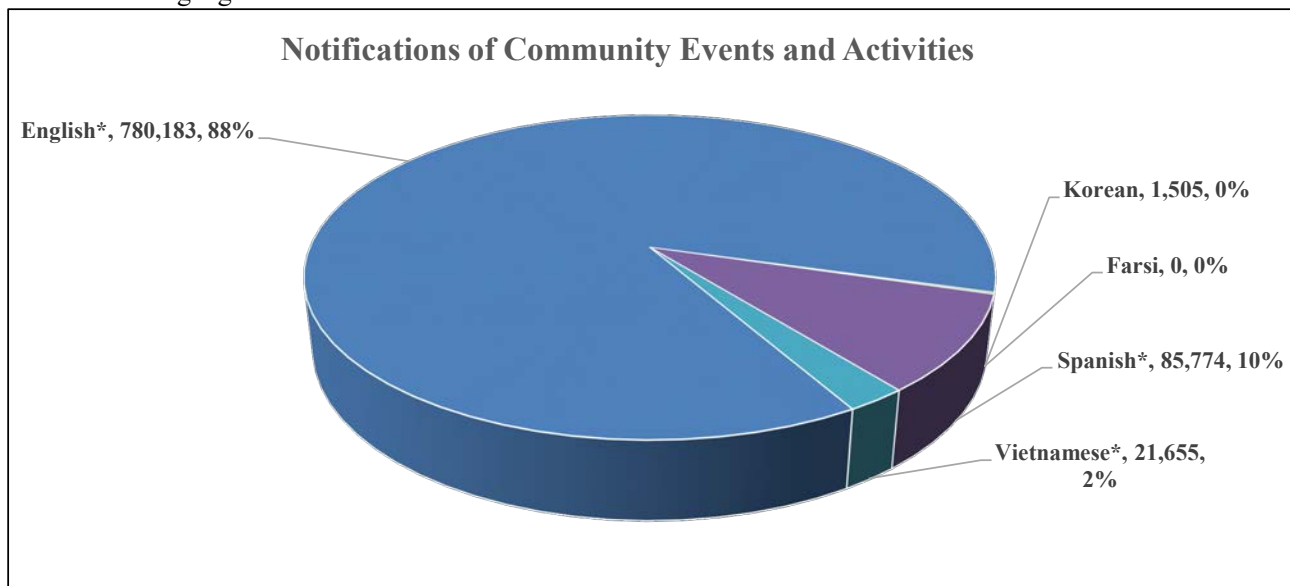
Number of Notifications

Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
English*	182,226	133,176	159,610	16,667	135,337	153,167
Farsi						
Korean		454			529	522
Spanish*	16,214	26,390	22,843	1,887	8,808	9,632
Vietnamese*	3,368	6,015	4,729	296	3,636	3,611
Total Number of Notifications	201,808	166,035	187,182	18,850	148,310	166,932

Number of Notifications

Language	Jan.	Feb.	Mar.	Apr.	May	June	Total
English*							780,183
Farsi							0
Korean							1,505
Spanish*							85,774
Vietnamese*							21,655
Chinese							
Total Number of Notifications	0	0	0	0	0	0	889,117

* 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 2021-22

Number of Outreach Events

Type of Outreach / Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	
In Person							
English	6	9	10	13	7	5	
Spanish	3			2	1	1	
Vietnamese	1		4	2	1		
Other Languages					1	2	(Korean)
In Print							
English				1	1	1	
Spanish	1	3	3		1		
Vietnamese		3			1		
Other Languages							
TV / Radio							
English		1					
Spanish							
Vietnamese	4	6	4	5	4	4	
Other Languages							
Total Number of Outreach Events	15	22	21	23	17	13	

Number of Outreach Events

Language	Jan.	Feb.	Mar.	Apr.*	May*	June*	Total
In Person							
English							50
Spanish							7
Vietnamese							8
Other Languages							3
In Print							
English							3
Spanish							8
Vietnamese							4
Other Languages							0
TV / Radio							
English							1
Spanish							0
Vietnamese							27
Other Languages							0
Total Number of Outreach Events	0	0	0	0	0	0	111

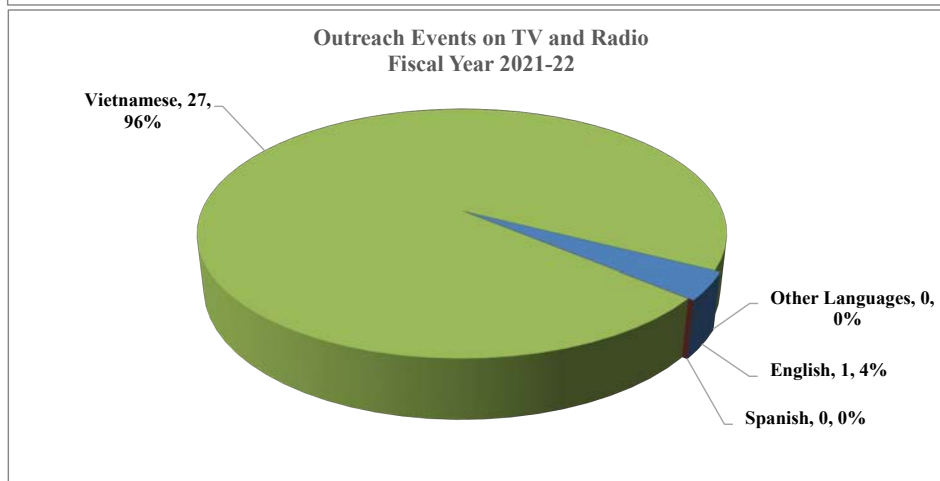
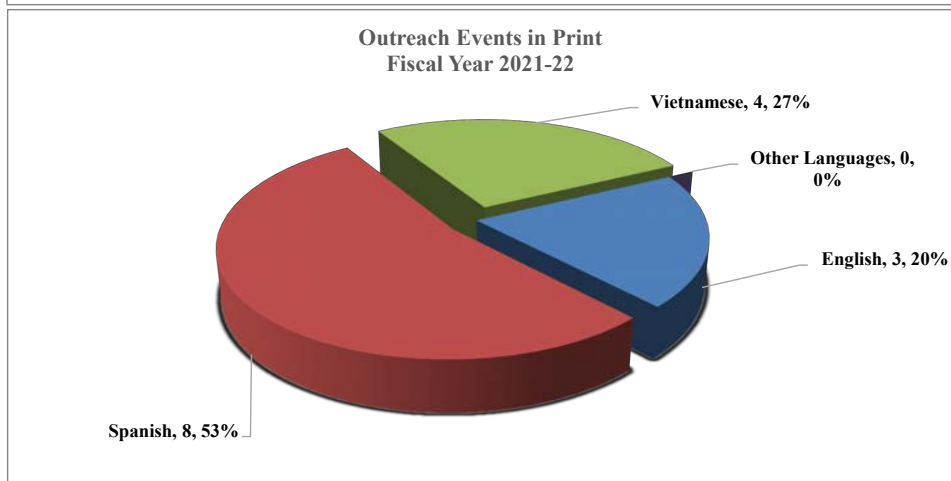
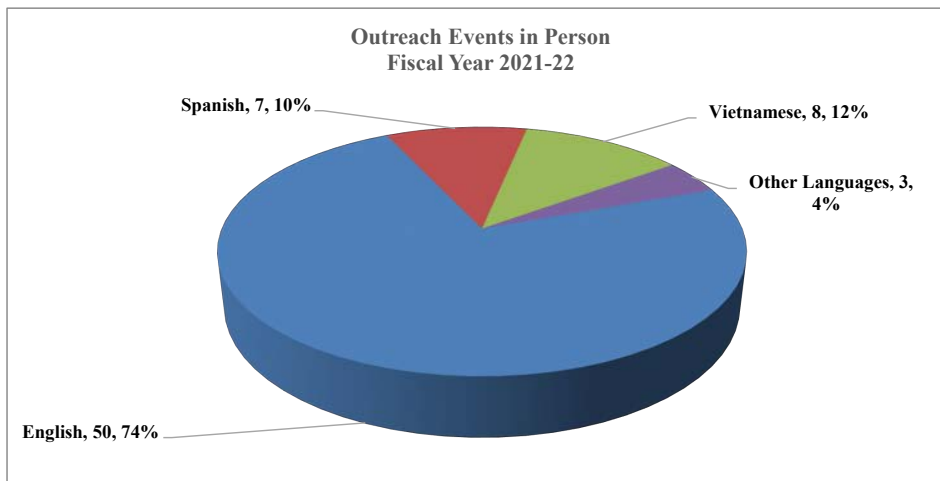
* Virtual Meetings

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 2021-22



EARLY INTERVENTION / PREVENTION

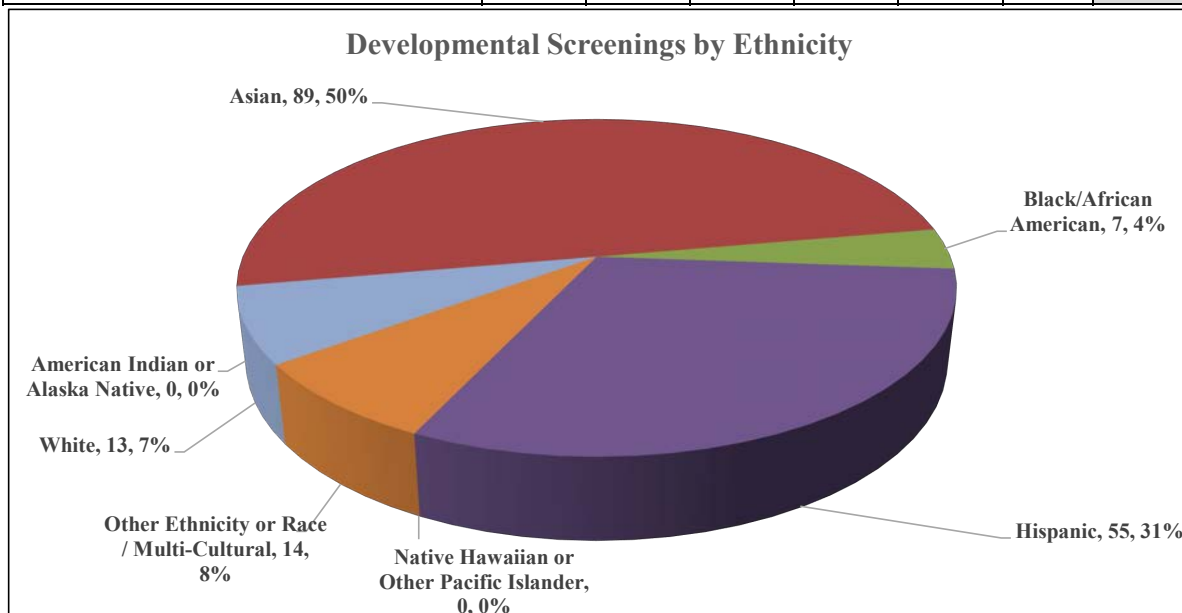
Related Guiding Principles

- 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 2021-22

Developmental Screenings by Ethnicity	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
American Indian or Alaska Native	0	0	0	0	0	0
Asian	0	13	37	37	2	0
Black/African American	0	2	4	1	0	0
Hispanic	0	10	12	11	22	0
Native Hawaiian or Other Pacific Islander	0	0	0	0	0	0
Other Ethnicity or Race / Multi-Cultural	0	1	9	1	3	0
White	0	9	1	1	2	0
Total Number Screened	0	35	63	51	29	0
Total Number Referred to RCOC	0	16	11	7	15	0

Developmental Screenings by Ethnicity	Jan.	Feb.	Mar.	Apr.	May	June	Total
American Indian or Alaska Native							0
Asian							89
Black/African American							7
Hispanic							55
Native Hawaiian or Other Pacific Islander							0
Other Ethnicity or Race / Multi-Cultural							14
White							13
Total Number Screened	0	0	0	0	0	0	178
Total Number Referred to RCOC							49



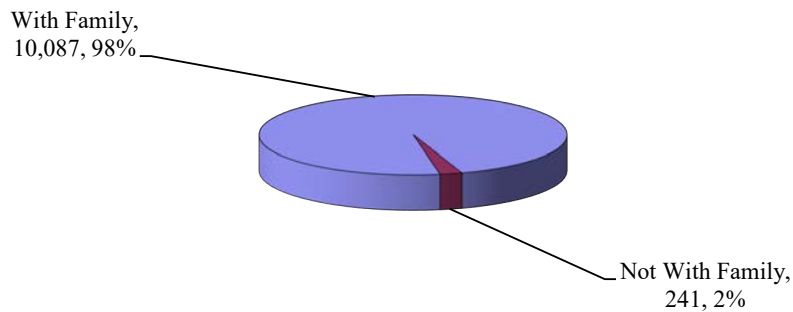
LIVING OPTIONS

Related Guiding Principles

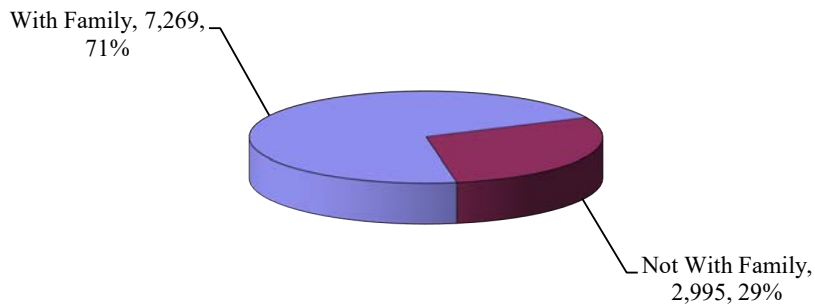
- *Culturally-sensitive services and supports are provided so that persons served can make informed choices on where and with whom they live, including owning or renting their own homes.*
- *Families whose minor or adult children choose to remain in the family home are supported through available resources.*
- *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	17,356	10,087	7,269
Not With Family	3,236	241	2,995
Totals	20,592	10,328	10,264

Where Persons Served Under 18 Live



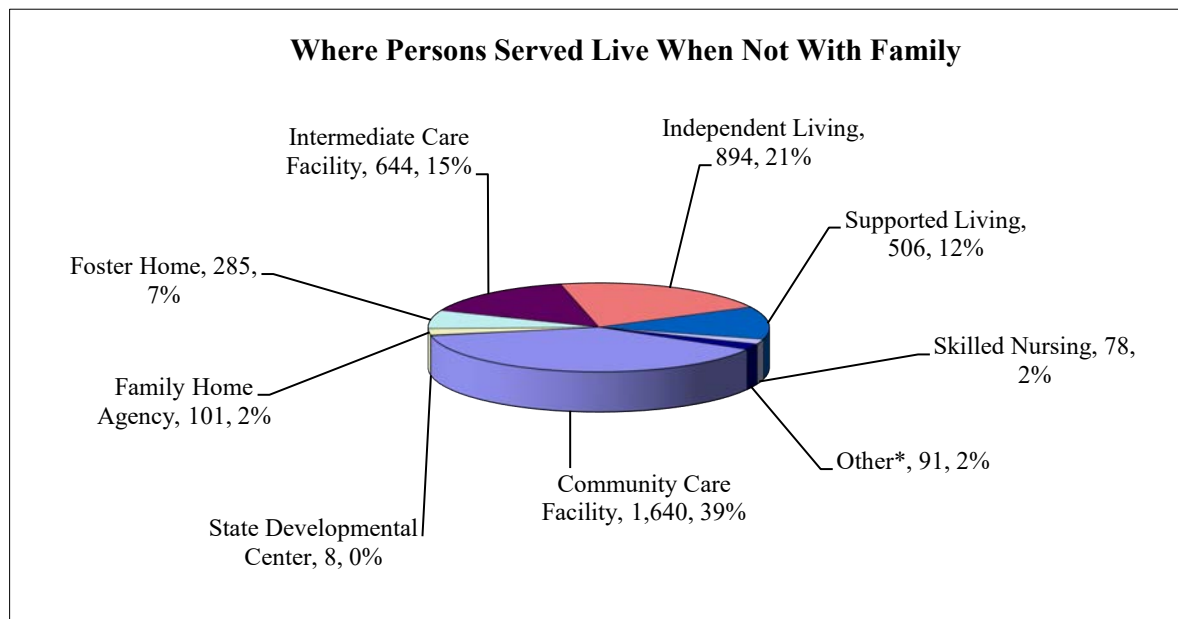
Where Persons Served Over 18 Live



LIVING OPTIONS, continued

Where Persons Served Live	All Persons Served	Persons Served Under 18	Persons Served Over 18
Family Home	19,226	10,662	8,564
Community Care Facility	1,640	27	1,613
State Developmental Center	8	0	8
Family Home Agency	101	0	101
Foster Home	285	275	10
Intermediate Care Facility	644	5	639
Independent Living	894	0	894
Supported Living	506	0	506
Skilled Nursing	78	0	78
Other*	91	24	67
Total	23,473	10,993	12,480

Other*			
Acute General Hospital	3	0	3
California Youth Authority	0	0	0
Community Treatment	2	1	1
Correctional Institution	0	0	0
County Jail	3	1	2
Other	0	0	0
Out of State	3	0	3
Psychiatric Treatment	15	1	14
Rehabilitation Center	6	0	6
SDC / State Hospital	0	0	8
Sub-Acute	47	18	29
Transient / Homeless	17	0	17
Total, Other*	96	21	83



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.

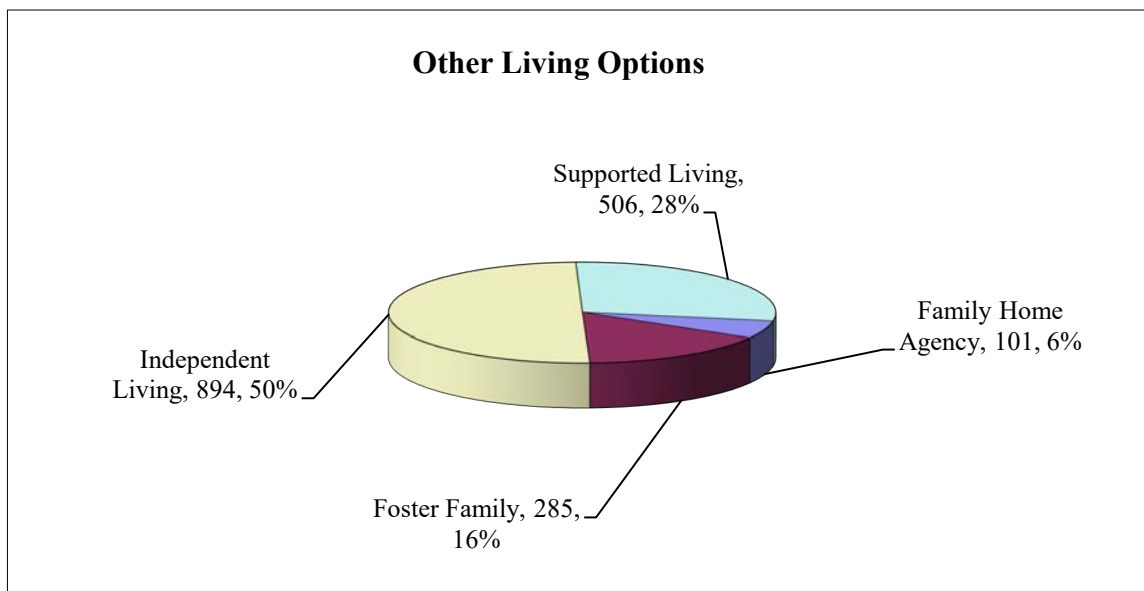
Independent Living

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	101	0	101
Foster Family	285	275	10
Independent Living	894	0	894
Supported Living	506	0	506
Total	1,786	275	1,511



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 2021-22*

Licensed Facilities	Total	Over 18	Under 18
Level 2	212	212	0
Level 3	283	283	0
Level 4A	33	33	0
Level 4B	5	6	0
Level 4C	51	51	0
Level 4D	35	35	0
Level 4E	23	23	0
Level 4F	63	63	0
Level 4G	31	31	0
Level 4H	4	4	0
Level 4I	327	324	3
Elderly	1	1	0
ICF/DD-H	2	2	0
ICF/DD-N	4	4	0
ICF/DD	0	0	0
Skilled Nursing	0	0	0
Total	1,074	1,072	3

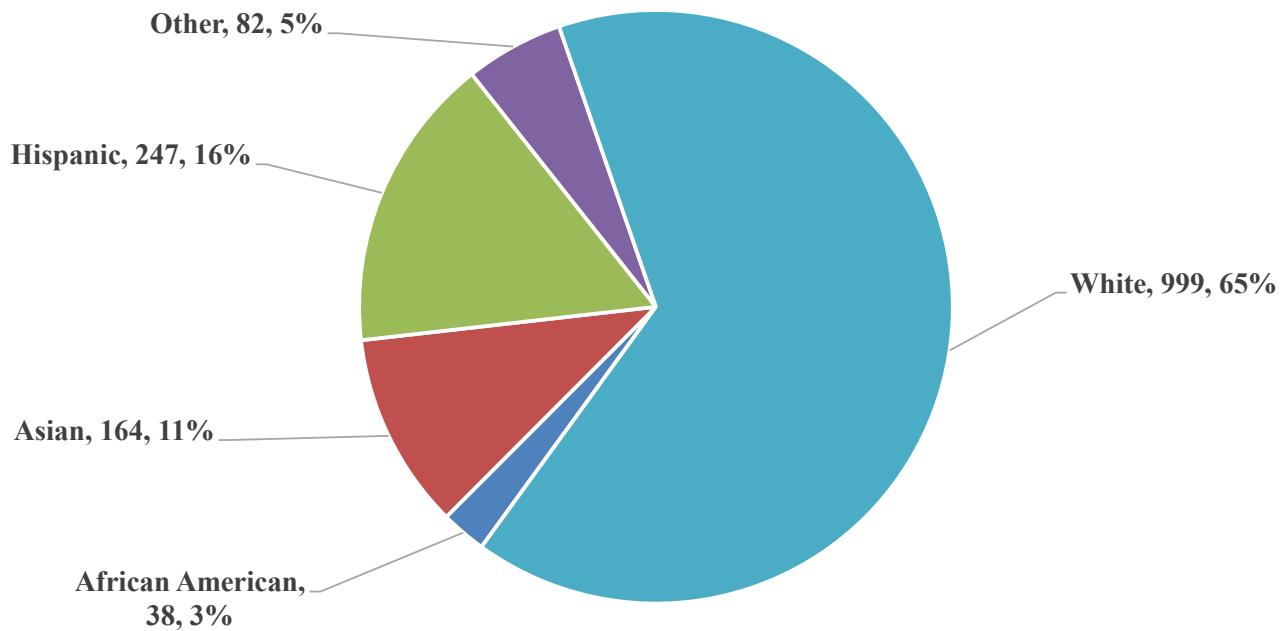
Licensed Facilities Summary	Total	Over 18	Under 18
Level 2	212	212	0
Level 3	283	283	0
Level 4	572	570	3
ICF/DD-H	2	2	0
ICF/DD-N	4	4	0
Elderly	1	1	0
Skilled Nursing	0	0	0
Total	1,074	1,072	3

LIVING OPTIONS, continued

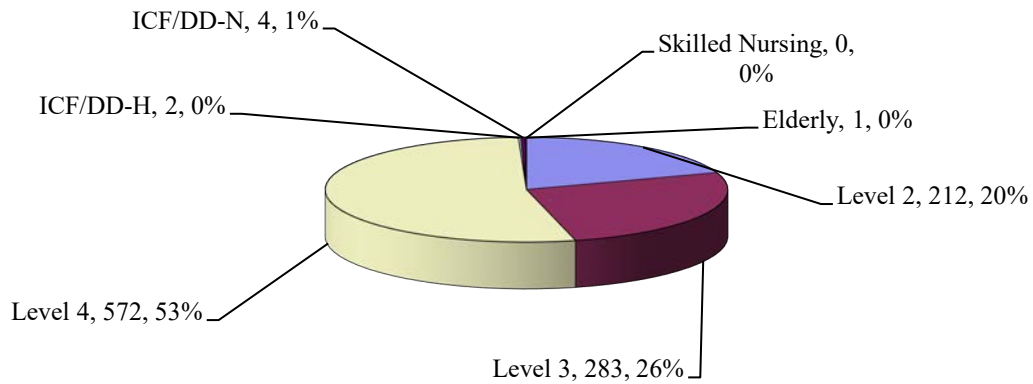
Persons Served Who Reside in Licensed Facilities Funded by RCOC by Ethnicity Fiscal Year 2021-22

Licensed Facilities	African American	Asian	Hispanic	Other	White	Total
Level 2	8	26	53	11	235	333
Level 3	10	30	61	22	247	370
Level 4A	0	5	6	2	23	36
Level 4B	0	1	0	0	9	10
Level 4C	2	9	10	1	56	78
Level 4D	0	8	5	2	29	44
Level 4E	0	4	8	3	22	37
Level 4F	3	14	9	2	44	72
Level 4G	0	7	5	2	34	48
Level 4H	0	0	3	1	2	6
Level 4I	15	60	87	36	298	496
Total	38	164	247	82	999	1,530

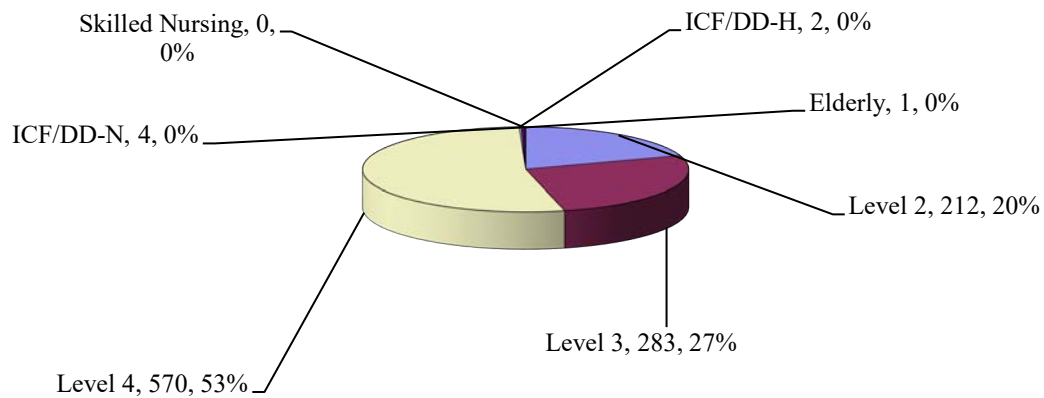
Residents in Community Care Licensed Facilities by Ethnicity



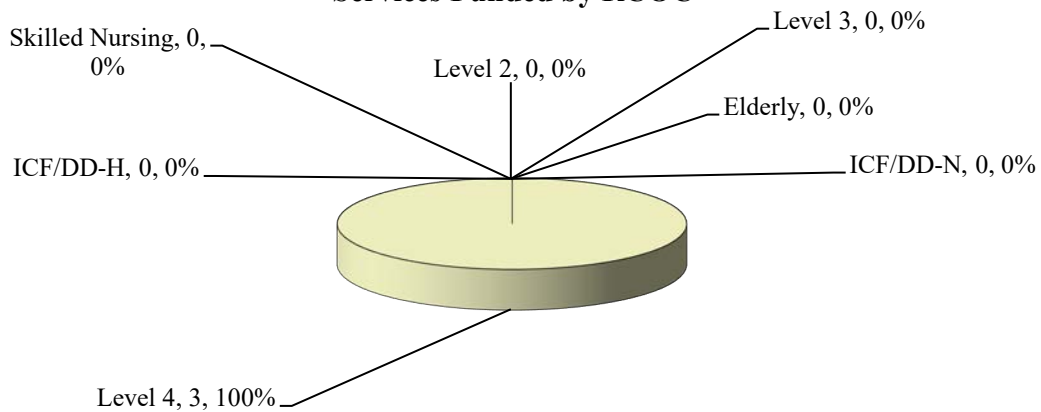
**Persons Served Who Reside in Licensed Facilities
Services Funded by RCOC**



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



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

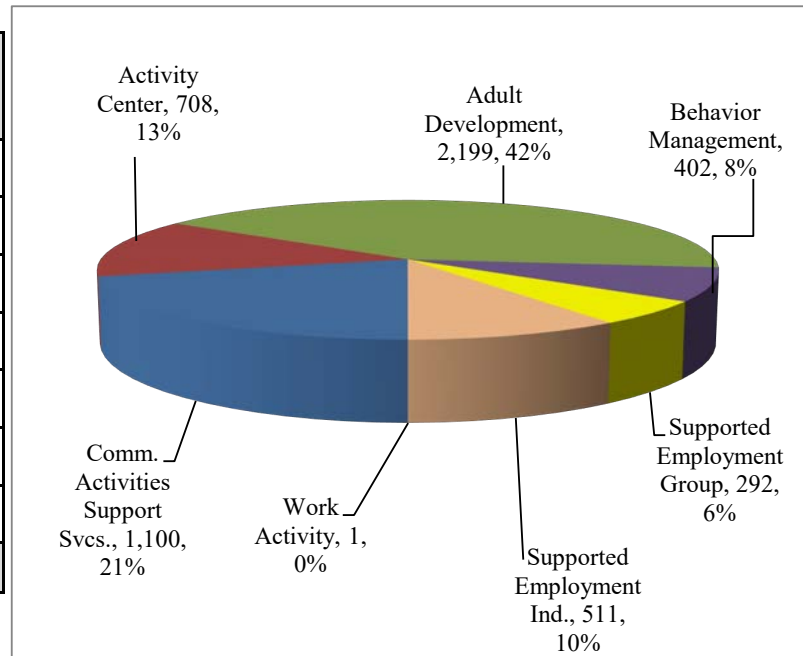


WORK

Related Guiding Principle

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

Adult Day & Employment Services	Persons Served Over 18
Comm. Activities Support Svcs.	1,100
Activity Center	708
Adult Development	2,199
Behavior Management	402
Supported Employment Group	292
Supported Employment Ind.	511
Work Activity	1
Total	5,213



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 2021-22

Service Coordination:	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Number of Service Coordinators (SC)	306.5	302.5	299.5	310.4	320.6	313.0
Number of Case-Carrying SCs	280.8	275.8	273.9	284.7	295.0	287.3
Number of Intake SCs	25.7	25.7	25.7	25.7	25.7	25.7
Number of State Developmental Center SCs	0.0	0.0	0.0	0.0	0.0	0.0
Number of Active Persons Served	22,943	23,016	23,145	23,251	23,318	23,448
Caseload Ratio, # of Active Persons Served/SCs	81.7	83.4	84.5	81.7	79.1	81.6

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

SERVICE PLANNING AND COORDINATION continued

Fair Hearings

Fiscal Year 2021-22

	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June
Number of Unsettled Hearing Requests*	18	9	6	14	10	13						
Eligibility - Lanterman	2	1	1	0	1	3						
Behavioral services	5	2	2	2	1	1						
Respite	2	2	2	5	4	2						
Day Care	0	0	0	0	0	0						
ILS/SLS	0	0	0	0	0	0						
Personal Assistance	2	1	1	3	3	2						
Other**	7	3	0	4	1	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*	3	2	0	2	1	6						
Eligibility - Lanterman	1	0	0	0	1	3						
Eligibility - Early Start	0	0	0	0	0	0						
Behavioral services	0	0	0	0	0	0						
Respite	1	1	0	1	0	0						
Day Care	0	0	0	0	0	0						
Social/Recreational	0	0	0	0	0	0						
Personal Assistance	0	0	0	1	0	0						
Other**	1	1	0	0	0	3						

* 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	8	3	2	4	5	3						
Number of Informal Meetings Held	4	3	2	3	3	2						
Number of Mediations Held	1	0	0	0	2	0						
Number of SLFHs Held	3	0	0	1	0	1						

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

Number of Requests Settled	10	3	0	2	4	1						
Withdrawn by Person Served/Family	5	2	0	0	0	0						
Settled in Informal	1	1	0	2	2	1						
Settled after further follow-up by RCOC	0	0	0	0	0	0						
Settled in Mediation	1	0	0	0	1	0						
SLFH Decision	3	0	0	0	1	0						

State Level Fair Hearing Decisions

Prevailing Party												
Person Served/Family	0	0	0	0	0	0						
RCOC	3	0	0	0	1	0						
Split	0	0	0	0	0	0						

ADMINISTRATION AND GOVERNANCE

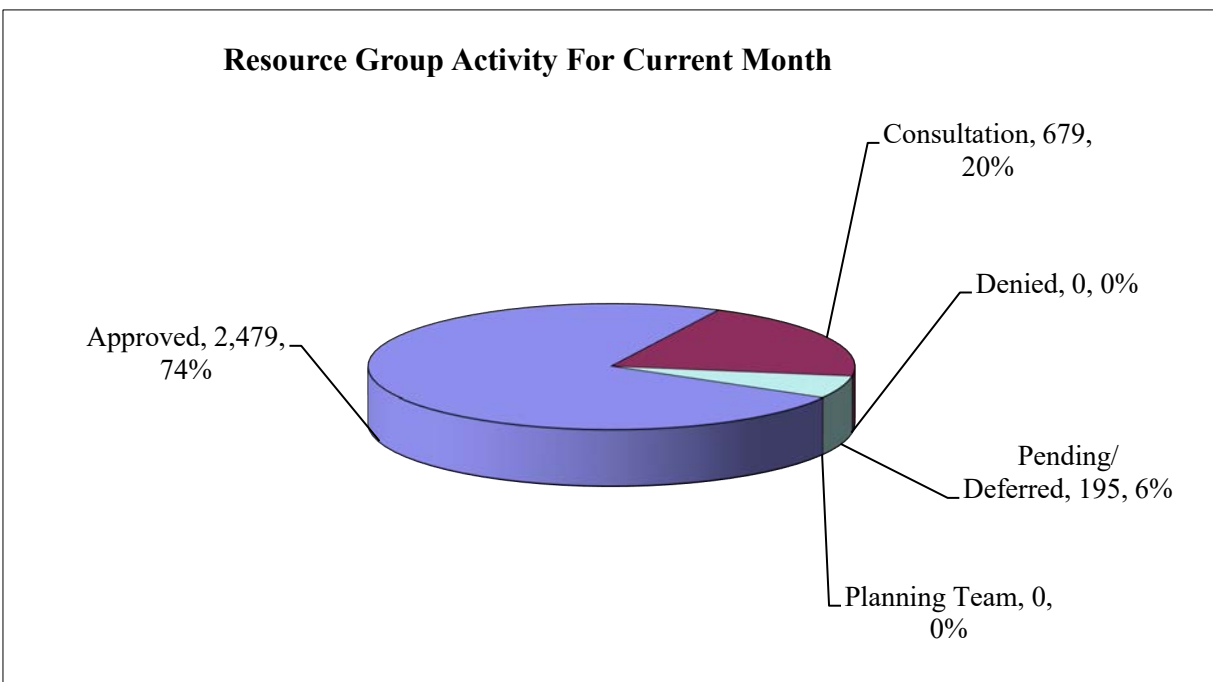
Guiding Principle

- 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 December 2021 and Fiscal Year to Date

Disposition	Approved	Consultation	Denied	Pending/Deferred	Planning Team	Total
Adult Day	525	205	0	61	0	791
Behavioral	106	70	0	6	0	182
Education	0	0	0	0	0	0
Eligibility/Health	61	0	0	5	0	66
Early Start	663	98	0	49	0	866
Living Options	182	130	0	2	0	314
Supported/Ind.	263	80	0	30	0	373
All Others	679	96	0	42	0	817
Monthly Total	2,479	679	0	195	0	3,409

FY 2020-21 Total to Date	18,593	6,276	0	1,155	0	26,024
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Operations Report Summary - December 2021

About Persons Served	Early Start	Medicaid Waiver	All Other	SDC	Total	Under 18	Over 18
Number of Persons Served	3,433	8,475	8,676	8	20,592	10,328	10,264
<i>Percentage of Total</i>	<i>17%</i>	<i>41%</i>	<i>42%</i>	<i>0%</i>	<i>100%</i>	<i>50%</i>	<i>50%</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	19,226	10,662	8,564
Community Care Facility	1,640	27	1,613
State Developmental Center	8	0	8
Family Home Agency	101	0	101
Foster Home	285	275	10
Intermediate Care Facility	644	5	639
Independent Living	894	0	894
Supported Living	506	0	506
Skilled Nursing	78	0	78
Other	91	24	67
Total	23,473	10,993	12,480

Special Incident Investigations	Year to Date
AWOL	34
Abuse	93
Neglect	79
Injury	130
Hospitalizations - Total	218
Death	86
Victim of crime	15
Arrest	3
Rights	128
Total	786

Number of Licensed Facilities

Community Care Facilities	Total	Under 18	Over 18
Level 2	80	0	80
Level 3	80	0	79
Level 4	179	12	168
Total Community Care Facilities	339	12	327

Intermediate Care Facilities (ICF)	
ICF-DD	0
ICF-DD/Habilitation	82
ICF-DD/Nursing	41
Total ICF Facilities	123

Total Licensed Facilities	462
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Licensed Facility Monitoring	Year to Date
Annual Review	215
Unannounced	253
Total Number of Reviews	468
Provider Trainings	0
Technical Support	858
Corrective Action Plans	26

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

Summary of Information About Persons Served - January 2022

NUMBER OF PERSONS SERVED	20,592	100%
Children - Birth to Age Three Receiving Early Start Services	3,353	16%
Children - Ages Three to 17 Receiving Lanterman Services	6,975	34%
Adults - Ages 18 and Older Receiving Lanterman Services	10,264	50%

Children - Birth to Age Three Receiving Prevention Resource and Referral Services	496
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Children and Adults - Ages Three and Older Receiving Lanterman Services with the Following Diagnoses:

Intellectual Disability	11,677	60%
Epilepsy	2,884	15%
Cerebral Palsy	2,584	13%
Autism	8,731	44%
Fifth Category*	1,706	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		288
Early Start / Under Age Three / 45 days to complete determination	233	81%
Lanterman / Over Age Three / 120 days to complete determination	55	19%

NUMBER OF PERSONS DETERMINED ELIGIBLE	446
Children - Birth to Age Three Eligible for Early Start Services	203
Children and Adults - Ages Three and Older Eligible for Lanterman Services	189
• Number of children who received Early Start services	33
• Number of children who received Early Start services and had a diagnosis of autism	20
Children - Birth to Age Three Eligible for Prevention Resource and Referral Services	1

NUMBER OF CHILDREN NO LONGER ELIGIBLE FOR EARLY START OR PREVENTION RESOURCE AND REFERRAL SERVICES	154
Children - Age Three No Longer Eligible for Early Start Services	152
Children - Age Three No Longer Eligible for Prevention Resource and Referral Services	2

REGIONAL CENTER OF ORANGE COUNTY



OPERATIONS REPORT

JANUARY 2022 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 2021-22

Type and Number of Reviews	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Annual Review	33	35	36	38	34	39
Unannounced	59	40	38	38	35	43
Total Number of Reviews	92	75	74	76	69	82

Provider Trainings	0	0	0	0	0	0
Technical Support	151	142	169	131	117	148
Corrective Action Plans	0	0	9	6	2	9
Special Incident Investigations*	26	30	28	24	21	15
COVID-19 Checklist	0	0	0	0	0	1

Type and Number of Reviews	Jan.	Feb.	Mar.	Apr.	May	June	Total
Annual Review	26						241
Unannounced	30						283
Total Number of Reviews	56	0	0	0	0	0	524

Provider Trainings	0	0	0	0	0	0	0
Technical Support	88						946
Corrective Action Plans	0						26
Special Incident Investigations*	5						149

* 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)

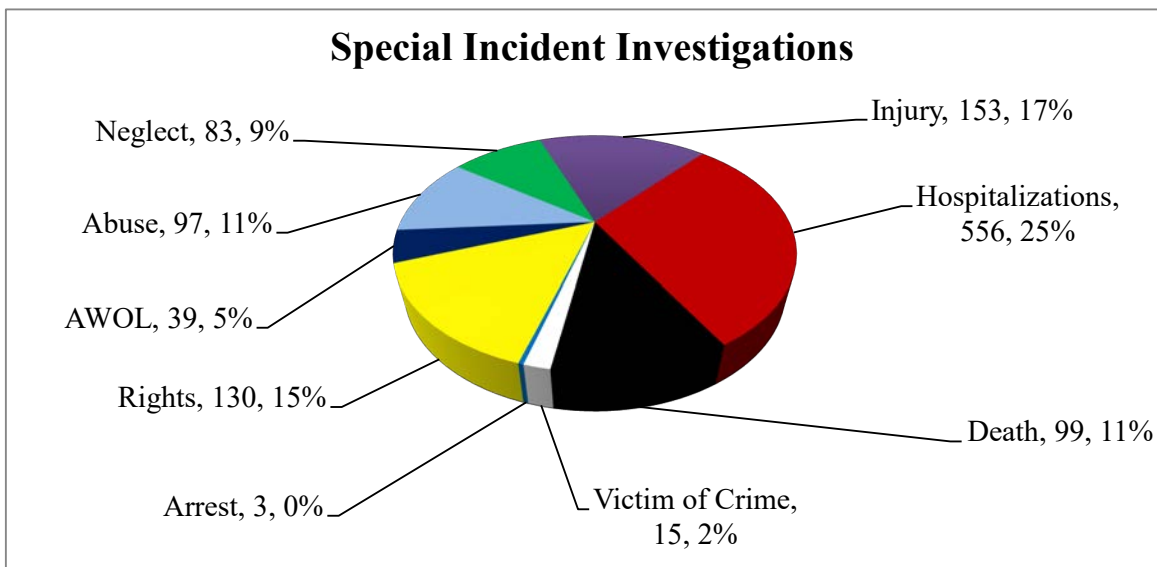
- (A) The consumer is missing and the vendor or long-term health care facility has filed a missing persons report with a law enforcement agency;
- (B) Reasonably suspected abuse/exploitation including:
 - 1. Physical;
 - 2. Sexual;
 - 3. Fiduciary;
 - 4. Emotional/mental; or
 - 5. Physical and/or chemical 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 2021-22

Type of Incident	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
AWOL	5	10	5	4	5	5
Abuse	14	23	19	10	13	14
Neglect	18	16	15	13	15	2
Injury	14	23	26	24	26	17
Hospitalizations - Total	33	40	43	33	35	34
<i>Psychiatric</i>	<i>11</i>	<i>8</i>	<i>11</i>	<i>4</i>	<i>8</i>	<i>6</i>
<i>Medical</i>	<i>22</i>	<i>32</i>	<i>32</i>	<i>29</i>	<i>27</i>	<i>28</i>
Death	15	18	10	13	10	20
Victim of crime	3	2	1	5	3	1
Arrest	2	0	0	0	0	1
Rights	16	14	14	64	14	6
Total	120	146	133	166	121	100

Type of Incident	Jan.	Feb.	Mar.	Apr.	May	June	Total
AWOL	5						39
Abuse	4						97
Neglect	4						83
Injury	23						153
Hospitalizations - Total	46						264
<i>Psychiatric</i>	<i>1</i>						<i>49</i>
<i>Medical</i>	<i>45</i>						<i>215</i>
Death	13						99
Victim of Crime	0						15
Arrest	0						3
Rights	2						130
Total	97	97	0	0	0	0	883



COMMUNITY LIFE continued

Provider Audits
Fiscal Year 2021-22

Number of Audits / Appeals / Recoveries

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

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

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

Audit Findings (Dollar Amount)

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

Number of Appeals / Recoveries

State Appeal	0						0
Recovery	0						0

Audit Findings (Dollar Amount)

Amount of Recovery	\$0.00						\$0.00
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FAMILY SUPPORTS

Related Guiding Principles

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

Fiscal Year 2021-22

Number of Authorizations for Voucher Services

Type of Service	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Day Care - Family Member	81	81	80	79	84	84
Diapers - Family Member	10	10	10	11	11	11
Nursing Service - Family Member	62	62	63	62	61	62
Respite Service - Family Member	603	587	577	591	603	596
Transportation - Family Member	115	129	127	129	145	142
Total Number of Voucher Authorizations	871	869	857	872	904	895

Number of Authorizations for Voucher Services

Type of Service	Jan.	Feb.	Mar.	Apr.	May	June
Day Care - Family Member	77					
Diapers - Family Member	10					
Nursing Service - Family Member	62					
Respite Service - Family Member	599					
Transportation - Family Member	140					
Total Number of Voucher Authorizations	888	0	0	0	0	0

FAMILY SUPPORTS

Related Guiding Principles

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

Notifications of Community Events and Activities

Fiscal Year 2021-22

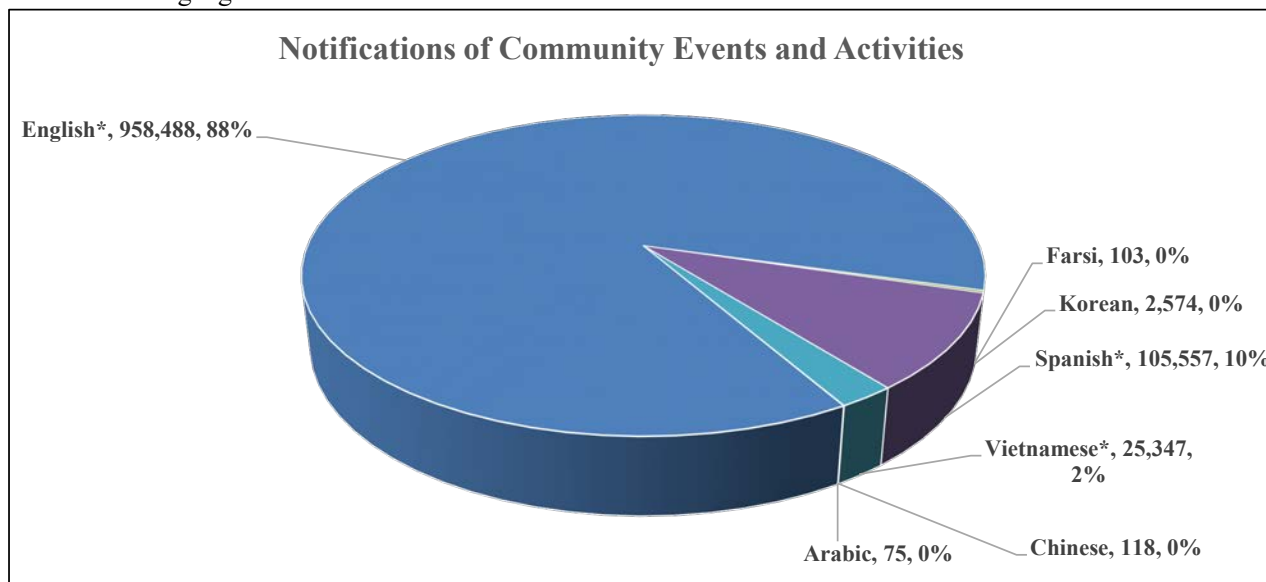
Number of Notifications

Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
English*	182,226	133,176	159,610	16,667	135,337	153,167
Farsi						
Korean		454			529	522
Spanish*	16,214	26,390	22,843	1,887	8,808	9,632
Vietnamese*	3,368	6,015	4,729	296	3,636	3,611
Total Number of Notifications	201,808	166,035	187,182	18,850	148,310	166,932

Number of Notifications

Language	Jan.	Feb.	Mar.	Apr.	May	June	Total
English*	178,305						958,488
Farsi	103						103
Korean	1,069						2,574
Spanish*	19,783						105,557
Vietnamese*	3,692						25,347
Chinese	118						118
Arabic	75						75
Total Number of Notifications	203,145	0	0	0	0	0	1,092,262

* 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 2021-22

Number of Outreach Events

Type of Outreach / Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	
In Person							
English	6	9	10	13	7	5	
Spanish	3			2	1	1	
Vietnamese	1		4	2	1		
Other Languages					1	2	(Korean)
In Print							
English				1	1	1	
Spanish	1	3	3		1		
Vietnamese		3			1		
Other Languages							
TV / Radio							
English		1					
Spanish							
Vietnamese	4	6	4	5	4	4	
Other Languages							
Total Number of Outreach Events	15	22	21	23	17	13	

Number of Outreach Events

Language	Jan.	Feb.	Mar.	Apr.*	May*	June*	Total
In Person							
English	4						54
Spanish							7
Vietnamese	1						9
Other Languages							3
In Print							
English	1						4
Spanish							8
Vietnamese							4
Other Languages							0
TV / Radio							
English (Blog)	1						2
Spanish							0
Vietnamese	5						32
Other Languages							0
Total Number of Outreach Events	12	0	0	0	0	0	111

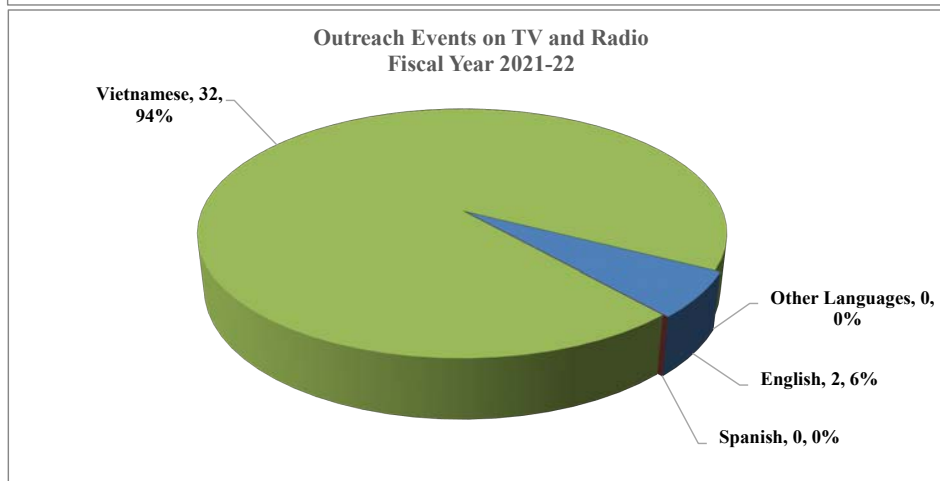
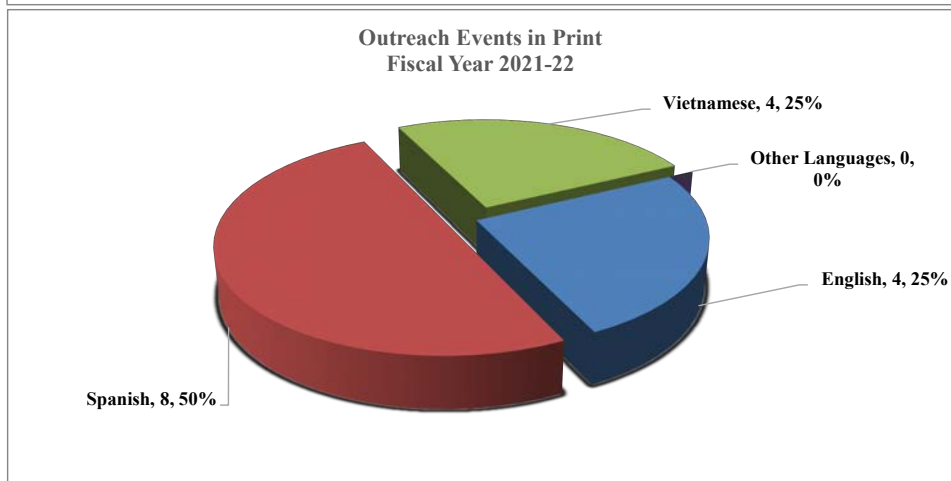
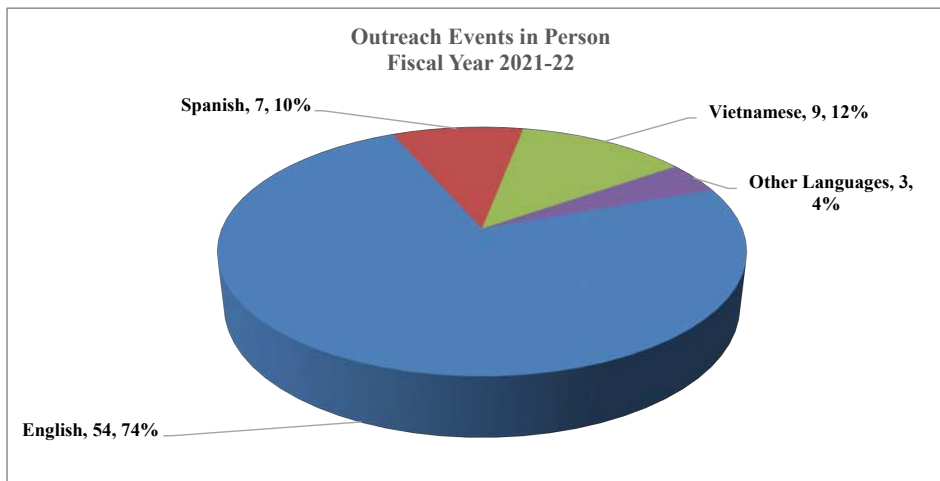
* Virtual Meetings

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 2021-22



EARLY INTERVENTION / PREVENTION

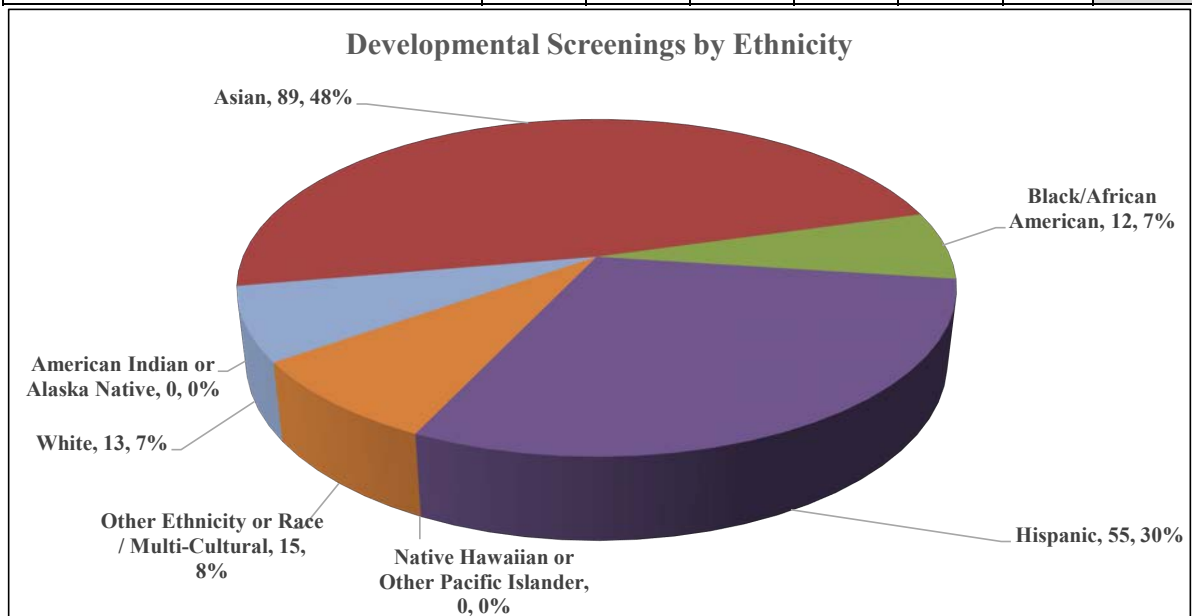
Related Guiding Principles

- 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 2021-22

Developmental Screenings by Ethnicity	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
American Indian or Alaska Native	0	0	0	0	0	0
Asian	0	13	37	37	2	0
Black/African American	0	2	4	1	0	0
Hispanic	0	10	12	11	22	0
Native Hawaiian or Other Pacific Islander	0	0	0	0	0	0
Other Ethnicity or Race / Multi-Cultural	0	1	9	1	3	0
White	0	9	1	1	2	0
Total Number Screened	0	35	63	51	29	0
Total Number Referred to RCOC	0	16	11	7	15	0

Developmental Screenings by Ethnicity	Jan.	Feb.	Mar.	Apr.	May	June	Total
American Indian or Alaska Native	0						0
Asian	0						89
Black/African American	5						12
Hispanic	0						55
Native Hawaiian or Other Pacific Islander	0						0
Other Ethnicity or Race / Multi-Cultural	1						15
White	0						13
Total Number Screened	6	0	0	0	0	0	184
Total Number Referred to RCOC	1						50



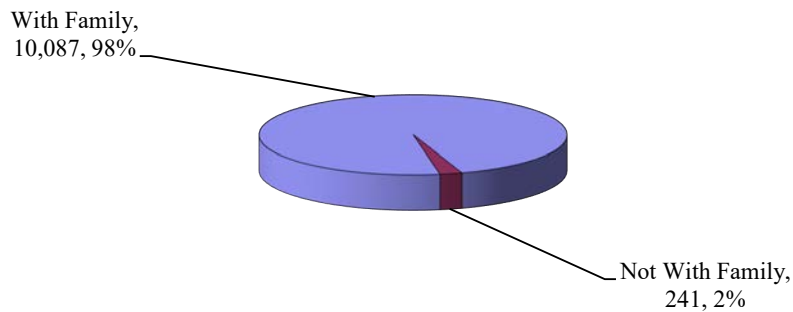
LIVING OPTIONS

Related Guiding Principles

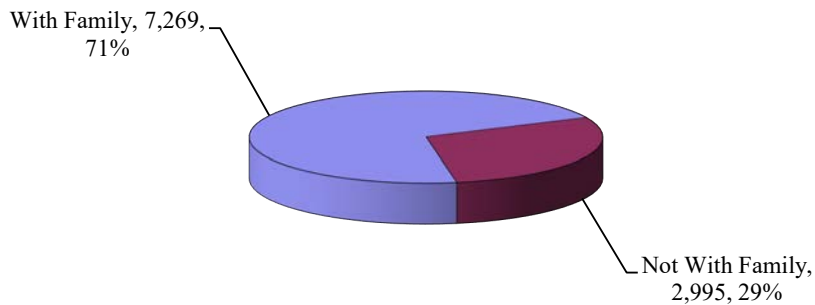
- *Culturally-sensitive services and supports are provided so that persons served can make informed choices on where and with whom they live, including owning or renting their own homes.*
- *Families whose minor or adult children choose to remain in the family home are supported through available resources.*
- *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	17,356	10,087	7,269
Not With Family	3,236	241	2,995
Totals	20,592	10,328	10,264

Where Persons Served Under 18 Live



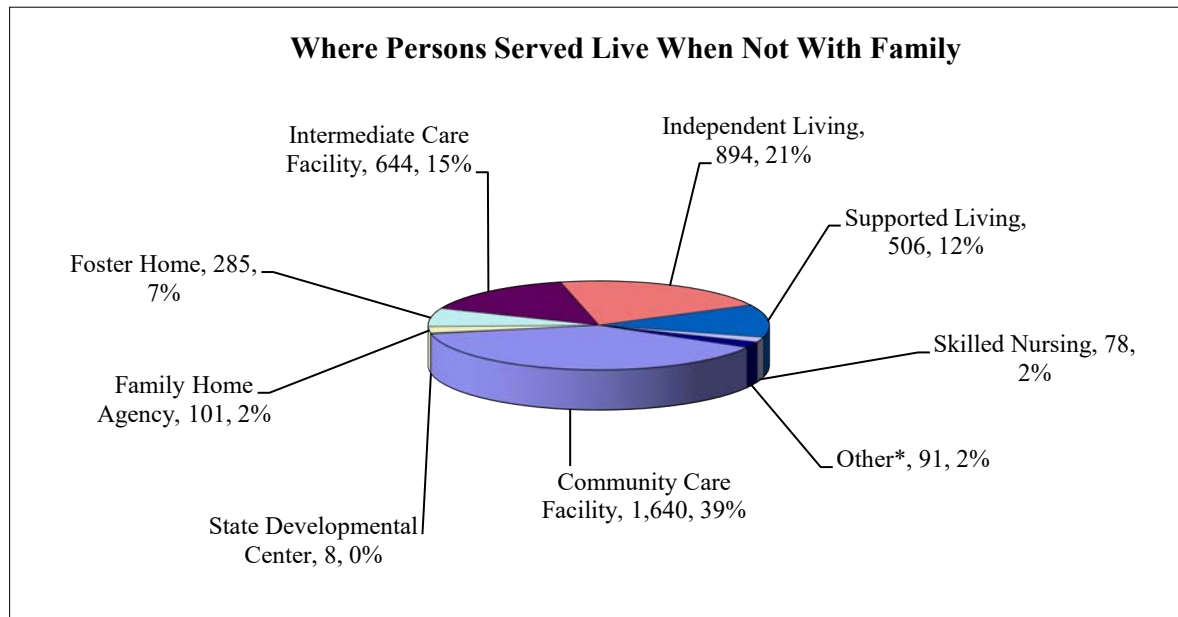
Where Persons Served Over 18 Live



LIVING OPTIONS, continued

Where Persons Served Live	All Persons Served	Persons Served Under 18	Persons Served Over 18
Family Home	19,226	10,662	8,564
Community Care Facility	1,640	27	1,613
State Developmental Center	8	0	8
Family Home Agency	101	0	101
Foster Home	285	275	10
Intermediate Care Facility	644	5	639
Independent Living	894	0	894
Supported Living	506	0	506
Skilled Nursing	78	0	78
Other*	91	24	67
Total	23,473	10,993	12,480

Other*			
Acute General Hospital	3	0	3
California Youth Authority	0	0	0
Community Treatment	2	1	1
Correctional Institution	0	0	0
County Jail	3	1	2
Other	0	0	0
Out of State	3	0	3
Psychiatric Treatment	15	1	14
Rehabilitation Center	6	0	6
SDC / State Hospital	0	0	8
Sub-Acute	47	18	29
Transient / Homeless	17	0	17
Total, Other*	96	21	83



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.

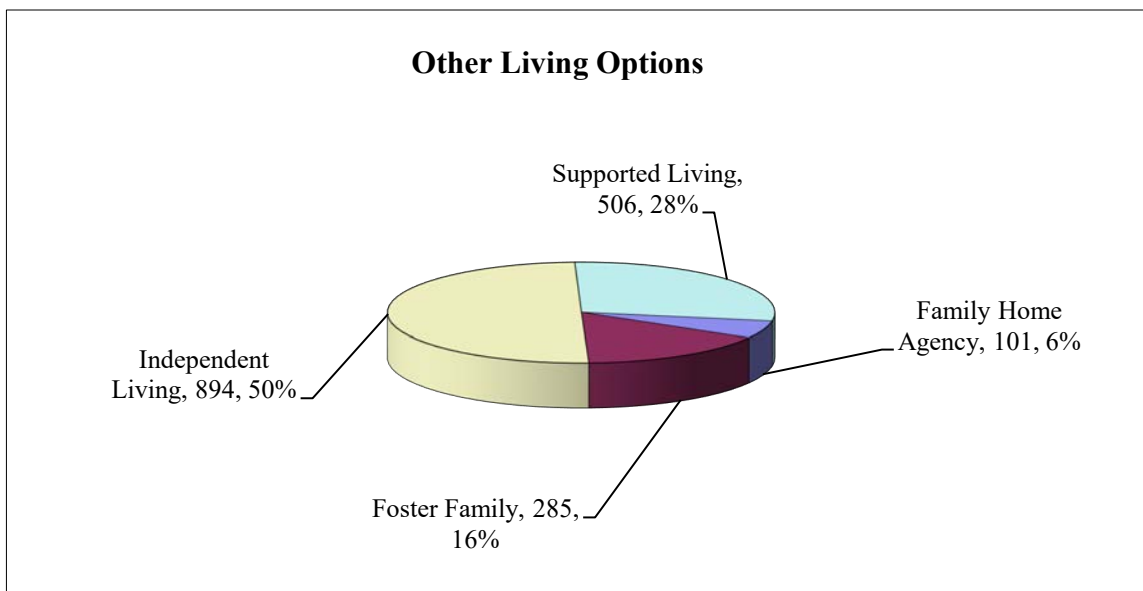
Independent Living

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	101	0	101
Foster Family	285	275	10
Independent Living	894	0	894
Supported Living	506	0	506
Total	1,786	275	1,511



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 2021-22*

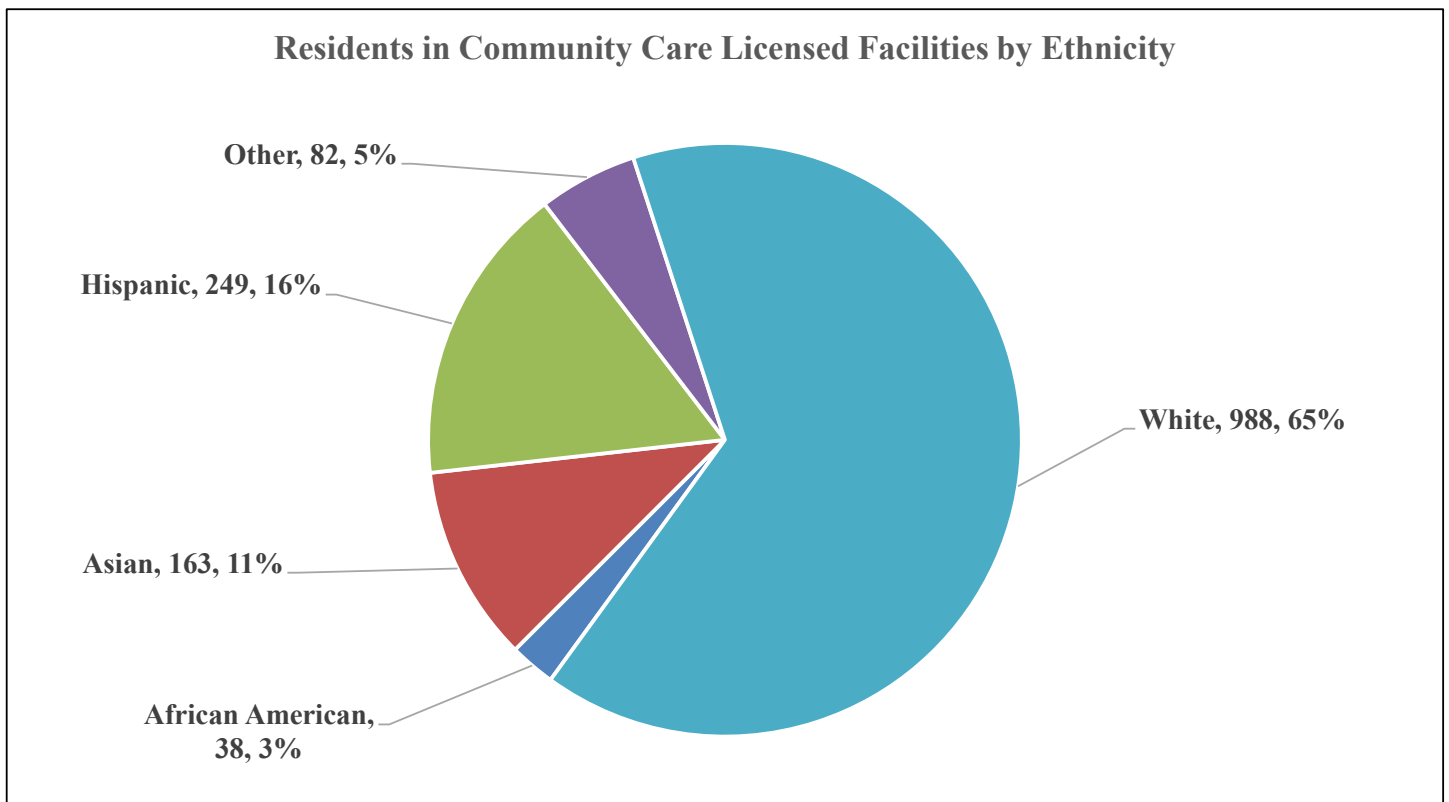
Licensed Facilities	Total	Over 18	Under 18
Level 2	212	212	0
Level 3	281	281	0
Level 4A	33	33	0
Level 4B	5	6	0
Level 4C	50	50	0
Level 4D	36	36	0
Level 4E	23	23	0
Level 4F	61	61	0
Level 4G	31	31	0
Level 4H	4	4	0
Level 4I	324	321	3
Elderly	1	1	0
ICF/DD-H	4	4	0
ICF/DD-N	7	7	0
ICF/DD	0	0	0
Skilled Nursing	0	0	0
Total	1,072	1,070	3

Licensed Facilities Summary	Total	Over 18	Under 18
Level 2	212	212	0
Level 3	281	281	0
Level 4	567	565	3
ICF/DD-H	4	4	0
ICF/DD-N	7	7	0
Elderly	1	1	0
Skilled Nursing	0	0	0
Total	1,072	1,070	3

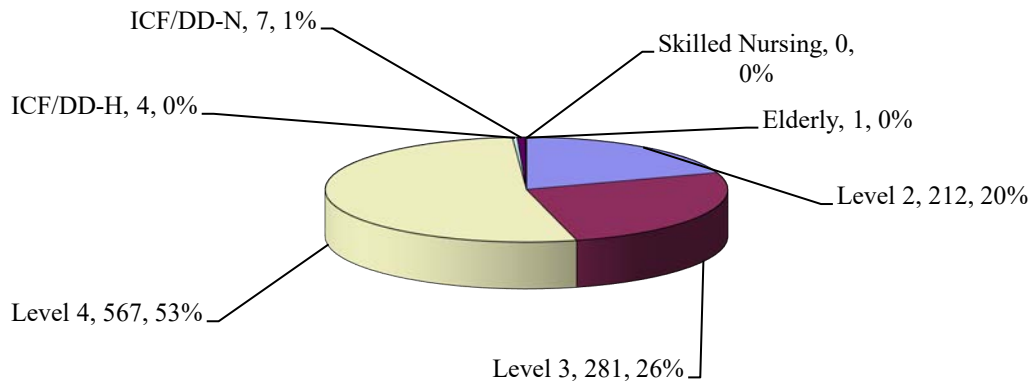
LIVING OPTIONS, continued

Persons Served Who Reside in Licensed Facilities Funded by RCOC by Ethnicity Fiscal Year 2021-22

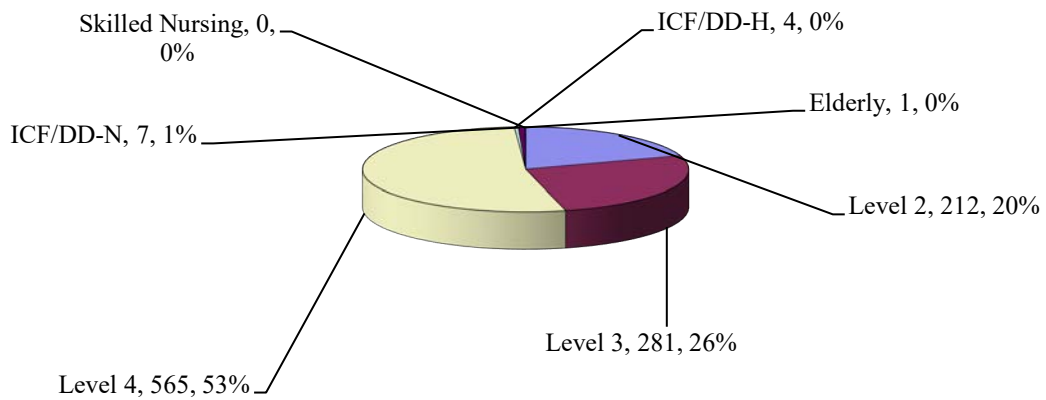
Licensed Facilities	African American	Asian	Hispanic	Other	White	Total
Level 2	8	26	53	11	234	332
Level 3	10	30	62	22	246	370
Level 4A	0	5	6	2	23	36
Level 4B	0	1	0	0	8	9
Level 4C	2	10	11	1	55	79
Level 4D	0	8	6	2	29	45
Level 4E	0	4	8	3	22	37
Level 4F	3	14	9	2	41	69
Level 4G	0	7	5	2	34	48
Level 4H	0	0	2	0	1	3
Level 4I	15	58	87	37	295	492
Total	38	163	249	82	988	1,520



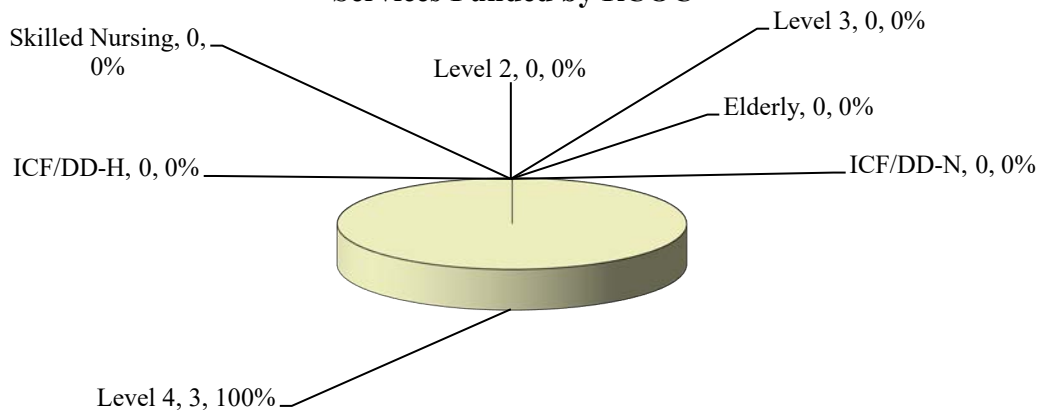
**Persons Served Who Reside in Licensed Facilities
Services Funded by RCOC**



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



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

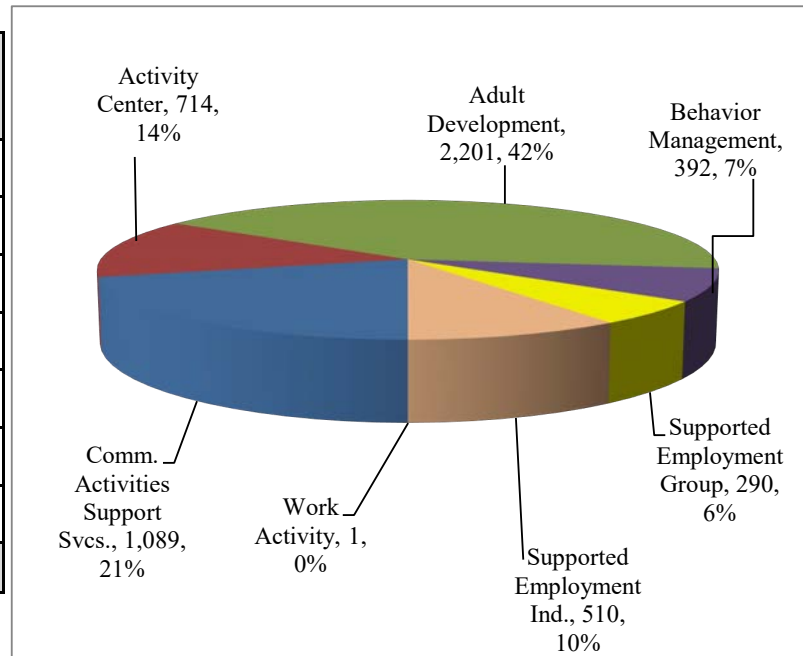


WORK

Related Guiding Principle

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

Adult Day & Employment Services	Persons Served Over 18
Comm. Activities Support Svcs.	1,089
Activity Center	714
Adult Development	2,201
Behavior Management	392
Supported Employment Group	290
Supported Employment Ind.	510
Work Activity	1
Total	5,197



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 2021-22

Service Coordination:	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Number of Service Coordinators (SC)	306.5	302.5	299.5	310.4	320.6	313.0
Number of Case-Carrying SCs	280.8	275.8	273.9	284.7	295.0	287.3
Number of Intake SCs	25.7	25.7	25.7	25.7	25.7	25.7
Number of State Developmental Center SCs	0.0	0.0	0.0	0.0	0.0	0.0
Number of Active Persons Served	22,943	23,016	23,145	23,251	23,318	23,448
Caseload Ratio, # of Active Persons Served/SCs	81.7	83.4	84.5	81.7	79.1	81.6

Service Coordination:	Jan.	Feb.	Mar.	Apr.	May	June
Number of Service Coordinators (SC)	304.0					
Number of Case-Carrying SCs	278.4					
Number of Intake SCs	25.7					
Number of State Developmental Center SCs	0.0					
Number of Active Persons Served	23,439					
Caseload Ratio, # of Active Persons Served/SCs	84.2					

SERVICE PLANNING AND COORDINATION continued

Fair Hearings

Fiscal Year 2021-22

	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June
Number of Unsettled Hearing Requests*	18	9	6	14	10	13	13					
Eligibility - Lanterman	2	1	1	0	1	3	2					
Behavioral services	5	2	2	2	1	1	1					
Respite	2	2	2	5	4	2	2					
Day Care	0	0	0	0	0	0	0					
ILS/SLS	0	0	0	0	0	0	0					
Personal Assistance	2	1	1	3	3	2	2					
Other**	7	3	0	4	1	5	6					

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

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

Number of New Hearing Requests Filed*	3	2	0	2	1	6	6					
Eligibility - Lanterman	1	0	0	0	1	3	1					
Eligibility - Early Start	0	0	0	0	0	0	0					
Behavioral services	0	0	0	0	0	0	0					
Respite	1	1	0	1	0	0	1					
Day Care	0	0	0	0	0	0	0					
Social/Recreational	0	0	0	0	0	0	0					
Personal Assistance	0	0	0	1	0	0	1					
Other**	1	1	0	0	0	3	3					

* 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	8	3	2	4	5	3	6					
Number of Informal Meetings Held	4	3	2	3	3	2	4					
Number of Mediations Held	1	0	0	0	2	0						
Number of SLFHs Held	3	0	0	1	0	1	2					

Number of Requests in Scheduling*	0	3	4	7	1	9	6					
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* Meetings in process of being scheduled; meetings on schedule but not yet held; meetings scheduled but not held due to continuances.

Number of Requests Pending*	0	0	0	1	0	0	1					
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* State Level Fair Hearing (SLFH) held but awaiting decision.

Number of Requests Settled	10	3	0	2	4	1	0					
Withdrawn by Person Served/Family	5	2	0	0	0	0	0					
Settled in Informal	1	1	0	2	2	1	0					
Settled after further follow-up by RCOC	0	0	0	0	0	0	0					
Settled in Mediation	1	0	0	0	1	0	0					
SLFH Decision	3	0	0	0	1	0	0					

State Level Fair Hearing Decisions

Prevailing Party												
Person Served/Family	0	0	0	0	0	0	0					
RCOC	3	0	0	0	1	0	0					
Split	0	0	0	0	0	0	0					

ADMINISTRATION AND GOVERNANCE

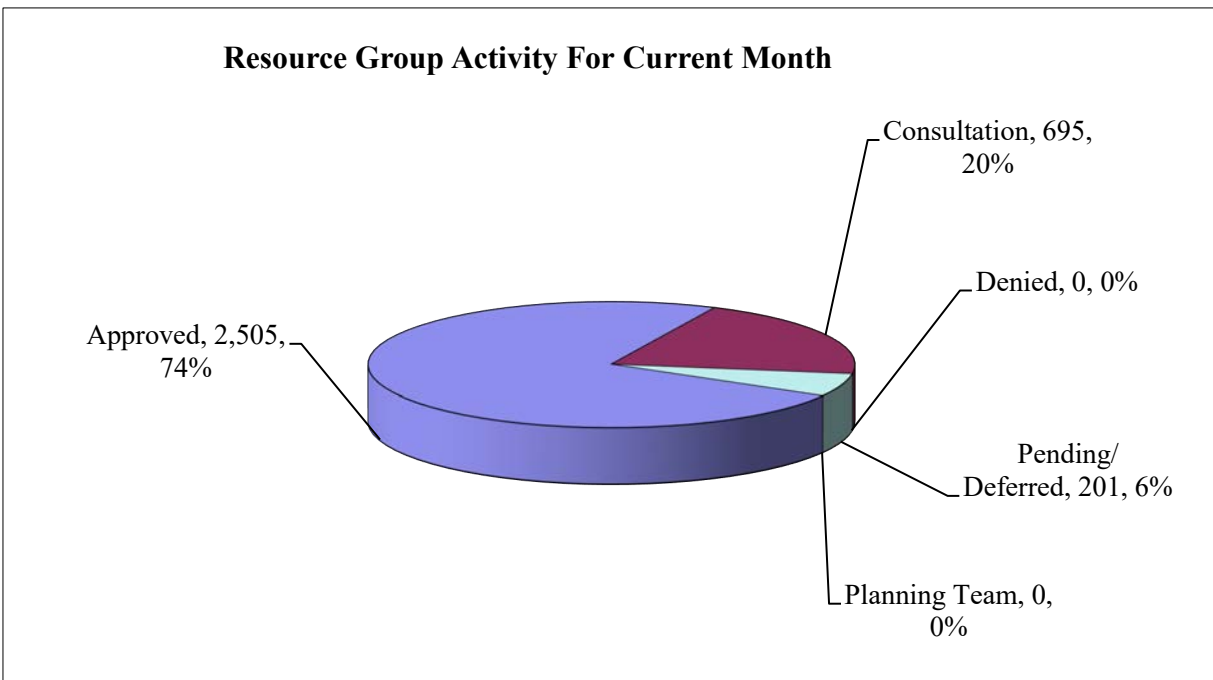
Guiding Principle

- 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 January 2022 and Fiscal Year to Date

Disposition	Approved	Consultation	Denied	Pending/Deferred	Planning Team	Total
Adult Day	537	195	0	44	0	776
Behavioral	134	78	0	7	0	219
Education	0	0	0	0	0	0
Eligibility/Health	64	2	0	2	0	68
Early Start	602	110	0	51	0	866
Living Options	147	116	0	2	0	265
Supported/Ind.	299	112	0	54	0	465
All Others	722	82	0	41	0	845
Monthly Total	2,505	695	0	201	0	3,504

FY 2020-21 Total to Date	21,405	7,243	0	1,358	0	30,006
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Operations Report Summary - January 2022

About Persons Served	Early Start	Medicaid Waiver	All Other	SDC	Total	Under 18	Over 18
Number of Persons Served	3,353	8,468	8,763	8	20,592	10,328	10,264
<i>Percentage of Total</i>	<i>16%</i>	<i>41%</i>	<i>43%</i>	<i>0%</i>	<i>100%</i>	<i>50%</i>	<i>50%</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	19,226	10,662	8,564
Community Care Facility	1,640	27	1,613
State Developmental Center	8	0	8
Family Home Agency	101	0	101
Foster Home	285	275	10
Intermediate Care Facility	644	5	639
Independent Living	894	0	894
Supported Living	506	0	506
Skilled Nursing	78	0	78
Other	91	24	67
Total	23,473	10,993	12,480

Special Incident Investigations	Year to Date
AWOL	39
Abuse	97
Neglect	83
Injury	153
Hospitalizations - Total	264
Death	99
Victim of crime	15
Arrest	3
Rights	130
Total	883

Number of Licensed Facilities

Community Care Facilities	Total	Under 18	Over 18
Level 2	79	0	79
Level 3	80	0	79
Level 4	179	12	170
Total Community Care Facilities	338	12	328

Intermediate Care Facilities (ICF)	
ICF-DD	0
ICF-DD/Habilitation	82
ICF-DD/Nursing	41
Total ICF Facilities	123

Total Licensed Facilities	461
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Licensed Facility Monitoring	Year to Date
Annual Review	241
Unannounced	283
Total Number of Reviews	524
Provider Trainings	0
Technical Support	946
Corrective Action Plans	26

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

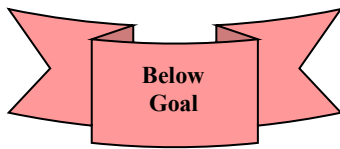
Performance Contract Summary

RCOC as of 1/01/2022	All	RCOC #	Goal	Percentage	# Attained
Developmental Center (DC)	23,436	8	0	0.03%	-8
Children in Foster Homes (FH)	10,957	272	273	2.48%	-1
Children Own Home Parent/Guardian	10,957	10,634	10,850	97.05%	-216
Total # Children (FH,Parent/Guardian)	10,957	10,906	11,123	99.53%	-217
Adult FHA	12,471	101	112	0.81%	-11
Independent Living (IL)	12,471	893	902	7.16%	-9
Adults Residing Own Home - Parent	12,471	8,562	8,575	68.66%	-13
Supported Living (SL)	12,471	501	509	4.02%	-8
Total # Adults (FHA, IL,Parent/Guardian, SL)	12,471	10,057	10,098	80.64%	-41
Children Residing in a CCF (7+ beds)	10,957	0	0	0.00%	0
Children Residing in a ICF (7+ beds)	10,957	1	0	0.01%	-1
Children Residing in a Nursing Facility (7+ beds)	10,957	0	0	0%	0
Total Children Residing in 7+ bed facilities	10,957	1	0	0.01%	-1
Adults Residing in a CCF (7+ beds)	12,471	124	115	0.99%	-9
Adults Residing in a ICF (7+ beds)	12,471	12	6	0.10%	-6
Adults Residing in a Nursing Facility (7+ beds)	12,471	77	75	0.62%	-2
Total Adults Residing in 7+ bed facilities	12,471	213	196	1.71%	-17
Total Individuals Over Age 3 with <=120 days	205	205	100%	100.00%	100.00%
Total Individuals Over Age 3 with 121-240 days	205	0	0%	0.00%	0.00%
Total Individuals Over Age 3 Over 240 days	205	0	0%	0.00%	0.00%
Adults with Integrated Employment Goal	12,471	57%	65%		
Total Number of Incentive Payments Made	12,471	336			
Avg. Wage per Hour After Incentive Payment	12,471	\$13.06			
Number of Persons Served with Earned Income	12,471	2,335			
Percentage of 16-64 Earned Income	12,471	20%			
Annual Earnings of 16-64	12,471	\$9,578			
Number of Adults in CIE After Paid Intern	12,471	11			
Percentage Adults Transitioned Internship to CIE	12,471	14%			
Total Annual Expenditures Race/Ethnicity	23,436				

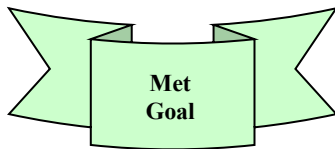
Performance Contract 2021 Cover Sheet



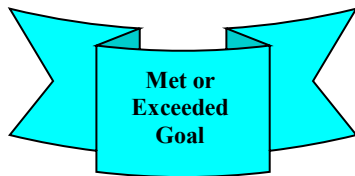
= Better than Statewide Average



= 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 2021

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	98.95
Intake/Assessment and IFSP (0-2)	99.52
IPP development biennial	Annual, 99.46
IFSP development	69.28

Performance Contract 2021

I. Developmental Center

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

	Percentage	All consumers	Consumers in DC			
Statewide Average	0.07%	363,649	255			
RCOC Public Hearing 8/18/21	0.04%	22,691	8	Goal	%	# Attained
RCOC 1/01/22	0.03%	23,436	8	0	0.03%	-8
Analysis as of Public Hearing	RCOC % of DD population	6.24%	RCOC % of DC population	3.14%		

Planned Activities

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

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

- Implementation of Community Placement Plan for FYs 2018-2019 and 2019-2020.

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 2021, RCOC had 8 persons served, or 0.03%, in Developmental Centers.

Number of Persons Served Residing DCs



	Total Active Caseload	Goal	DC	%	Number Attained
Jan-21	22,323	0	9	0.04%	-9
Feb-21	22,307	0	10	0.04%	-10
Mar-21	22,457	0	9	0.04%	-9
Apr-21	22,588	0	9	0.04%	-9
May-21	22,659	0	8	0.04%	-8
Jun-21	22,774	0	8	0.04%	-8
Jul-21	22,941	0	8	0.03%	-8
Aug-21	23,008	0	8	0.03%	-8
Sep-21	23,143	0	8	0.03%	-8
Oct-21	23,242	0	8	0.03%	-8
Nov-21	23,317	0	8	0.03%	-8
Dec-21	23,436	0	8	0.03%	-8

Below
Goal

Performance Contract 2021

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

Planned Activities

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

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

- Continue to assess current supports and services.
- RCOC will work with the Orange County community in 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 placement).
- RCOC will ensure 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 assure that families receive full information about the developmental needs of the persons served and what types of services are available.
- RCOC will assure that persons served and their caregivers receive complete assessments and have the opportunity to ask questions, advocate, and access to services. To be evaluated and monitored by a National Core Indicators (NCI) survey of persons served and their caregivers.

Progress: A. During public meetings, RCOC had 248, or 2.37%, children in foster homes.

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

	Percentage	All Children	Children in FH			
Statewide Average	2.83%	183,002	5,170			
RCOC Public Hearing 8/18/21	2.37%	10,482	248	Goal	%	# Attained
RCOC 1/01/22	2.48%	10,957	272	273	2.48%	-1
Analysis as of Public Hearing	RCOC % of DD population	5.73%	RCOC % of FH population	4.80%		

**Below
Goal**

	Total Children Status 1&2	Goal	Children in Foster Homes	%	Number Attained
Jan-21	10,267	245	228	2.22%	-17
Feb-21	10,222	245	233	2.28%	-12
Mar-21	10,349	245	241	2.33%	-4
Apr-21	10,433	245	244	2.34%	-1
May-21	10,458	245	243	2.32%	-2
Jun-21	10,537	245	248	2.35%	3
Jul-21	10,656	245	256	2.40%	11
Aug-21	10,673	245	257	2.41%	12
Sep-21	10,778	245	266	2.47%	21
Oct-21	10,833	273	266	2.46%	-7
Nov-21	10,886	273	276	2.54%	3
Dec-21	10,957	273	272	2.48%	-1

Progress: B. During public meetings, RCOC had 10,175, or 97.07%, of children in own home-parent/guardian.

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

	Percentage	All Children	Children in own home Parent/Guardian			
Statewide Average	97.07%	183,002	176,969			
RCOC Public Hearing 8/18/21	97.07%	10,482	10,175	Goal	%	# Attained
RCOC 1/01/22	97.05%	10,957	10,634	10,850	97.05%	-216
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		5.75%

	Total Children Status 1&2	Goal	Children in own home Parent/Guardian	%	Number Attained
Jan-21	10,350	10,500	9,980	97.20%	-370
Feb-21	10,222	10,500	9,931	97.15%	-419
Mar-21	10,349	10,500	10,051	97.12%	-299
Apr-21	10,433	10,500	10,131	97.11%	-219
May-21	10,458	10,500	10,152	97.07%	-198
Jun-21	10,537	10,500	10,350	97.08%	-121
Jul-21	10,656	10,500	10,341	97.04%	-9
Aug-21	10,673	10,500	10,360	97.07%	10
Sep-21	10,778	10,500	10,456	97.01%	106
Oct-21	10,833	10,850	10,513	97.05%	-337
Nov-21	10,886	10,850	10,555	96.96%	-295
Dec-21	10,957	10,850	10,634	97.05%	-216

Below Goal

Progress: C. During public meetings, RCOC had 10,423, or 99.44%, of children in homes.

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

	Percentage	All Children	Total Number Children in Homes			
Statewide Average	99.53%	183,002	182,139			
RCOC Public Hearing 8/18/21	99.44%	10,482	10,423	Goal	%	# Attained
RCOC 1/01/22	99.53%	10,957	10,906	11,123	99.53%	-217
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		5.72%

	Total Children Status 1&2	Goal	Total Number Children in Homes	%	Number Attained
Jan-21	10,267	10,720	10,208	99.43%	-387
Feb-21	10,222	10,720	10,164	99.43%	-431
Mar-21	10,349	10,720	10,292	99.45%	-303
Apr-21	10,433	10,720	10,375	99.44%	-220
May-21	10,458	10,720	10,395	99.40%	-200
Jun-21	10,537	10,720	10,477	99.43%	-118
Jul-21	10,656	10,720	10,597	99.45%	2
Aug-21	10,673	10,720	10,617	99.48%	22
Sep-21	10,778	10,720	10,722	99.48%	2
Oct-21	10,833	11,123	10,779	99.50%	-344
Nov-21	10,886	10,595	10,831	99.49%	-292
Dec-21	10,957	10,595	10,906	99.53%	-217

Below Goal

Performance Contract 2021

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 resides.

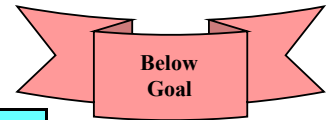
Objective: Using the Person Centered Thinking (PCT) Individual Program Planning process, Service Coordinators will continue to identify regional center adult persons served who have the hopes and desires to live in a new living arrangement. Cases are reviewed at least annually for the least restrictive 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 opportunity 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 104, or 0.85%, 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	0.89%	180,392	1,609			
RCOC Public Hearing 8/18/21	0.85%	12,201	104	Goal	%	# Attained
RCOC 1/01/22	0.81%	12,471	101	112	0.81%	-11
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		6.46%



	Total Adults Status 2	Goal	Adults in FHA	%	Number Attained
Jan-21	12,047	109	103	0.85%	-6
Feb-21	12,705	109	103	0.85%	-6
Mar-21	12,099	109	105	0.87%	-4
Apr-21	12,146	109	104	0.86%	-5
May-21	12,193	109	104	0.85%	-5
Jun-21	12,229	109	102	0.85%	-7
Jul-21	12,277	109	103	0.84%	-6
Aug-21	12,327	109	104	0.84%	-5
Sep-21	12,357	109	102	0.83%	-7
Oct-21	12,401	112	101	0.81%	-11
Nov-21	12,423	112	101	0.81%	-11
Dec-21	12,471	112	101	0.81%	-11

Progress: B. During public meetings, RCOC had 882, or 7.23%, of adults residing in independent living.

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

	Percentage	Total Adults Status 2	Adults in Independent Living			
Statewide Average	9.76%	180,392	17,608			
RCOC Public Hearing 8/18/21	7.23%	12,201	882	Goal	%	# Attained
RCOC 1/01/22	7.16%	12,471	893	902	7.16%	-9
Analysis as of Public Hearing	RCOC % of DD population	6.76%	RCOC % of FH population	5.01%		

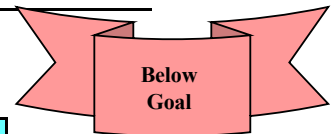
	Total Adults Status 2	Goal	Adults in Independent Living	%	Number Attained
Jan-21	12,047	899	886	7.35%	-13
Feb-21	12,075	899	887	7.35%	-12
Mar-21	12,099	899	887	7.33%	-12
Apr-21	12,146	899	899	7.34%	-8
May-21	12,193	899	888	7.28%	-11
Jun-21	12,220	899	889	7.27%	-10
Jul-21	12,277	899	886	7.22%	-13
Aug-21	12,327	899	887	7.20%	-12
Sep-21	12,357	899	895	7.24%	-4
Oct-21	12,401	902	895	7.22%	-7
Nov-21	12,423	902	893	7.19%	-9
Dec-21	12,471	902	893	7.16%	-9

Below Goal

Progress: C. During public meetings, RCOC had 8,310, or 68.11%, 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	66.36%	180,392	119,712			
RCOC Public Hearing 8/18/21	68.11%	12,201	8,310	Goal	%	# Attained
RCOC 1/01/22	68.66%	12,471	8,562	8,575	68.66%	-13
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		6.94%



	Total Adults Status 2	Goal	Adults Residing Own Home - Parent	%	Number Attained
Jan-21	12,047	8,250	8,141	67.58%	-109
Feb-21	12,075	8,250	8,180	67.74%	-70
Mar-21	12,099	8,250	8,209	67.85%	-41
Apr-21	12,146	8,250	8,255	67.96%	5
May-21	12,193	8,250	8,297	68.05%	47
Jun-21	12,229	8,250	8,330	68.12%	80
Jul-21	12,277	8,250	8,379	68.25%	129
Aug-21	12,327	8,250	8,423	68.33%	173
Sep-21	12,357	8,250	8,445	63.84%	195
Oct-21	12,401	8,575	8,491	68.47%	-84
Nov-21	12,423	8,575	8,513	68.53%	-62
Dec-21	12,471	8,575	8,562	68.66%	-13

Progress: D. During public meetings, RCOC had 499, or 4.09%, 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 Supported Living			
Statewide Average	5.18%	180,392	9,348			
RCOC Public Hearing 8/18/21	4.09%	12,201	499	Goal	%	# Attained
RCOC 1/01/22	4.02%	12,471	501	509	4.02%	-8
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		5.34%



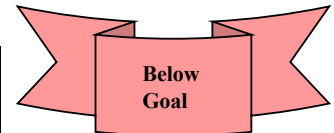
	Total Adults Status 2	Goal	Adults Residing Supported Living	%	Number Attained
Jan-21	12,047	508	494	4.10%	-14
Feb-21	12,075	508	497	4.12%	-11
Mar-21	12,099	508	498	4.12%	-10
Apr-21	12,146	508	499	4.11%	-9
May-21	12,193	508	501	4.11%	-7
Jun-21	12,229	508	501	4.10%	-7
Jul-21	12,277	508	502	4.09%	-6
Aug-21	12,327	508	506	4.10%	-2
Sep-21	12,357	508	503	4.07%	-5
Oct-21	12,401	509	502	4.05%	-7
Nov-21	12,423	509	504	4.06%	-5
Dec-21	12,471	509	501	4.02%	-8

Progress: E. During public meetings, RCOC had 9,795, or 80.28%, 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	82.20%	180,392	148,277			
RCOC Public Hearing 8/18/21	80.28%	12,201	9,795	Goal	%	# Attained
RCOC 1/01/22	80.64%	12,471	10,057	10,098	80.64%	-41
Analysis as of Public Hearing	RCOC % of DD population	6.76%	RCOC % of FH population	6.61%		

	Total Adults Status 2	Goal	Total Number Adults in Home Settings	%	Number Attained
Jan-21	12,047	9,766	9,624	78.79%	-142
Feb-21	12,075	9,766	9,667	80.06%	-99
Mar-21	12,099	9,766	9,699	80.16%	-67
Apr-21	12,146	9,766	9,749	80.27%	-17
May-21	12,193	9,766	9,790	80.29%	24
Jun-21	12,229	9,766	9,822	80.32%	56
Jul-21	12,277	9,766	9,870	80.20%	104
Aug-21	12,327	9,766	9,920	80.47%	154
Sep-21	12,357	9,766	9,945	80.48%	179
Oct-21	12,401	9,766	9,989	80.55%	-109
Nov-21	12,423	9,766	10,011	80.58%	-87
Dec-21	12,471	9,766	10,057	80.64%	-41





Performance Contract 2021

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 bed facilities.

- RCOC will continue seeking appropriate placement in smaller facilities for these children and to support creative services and supports which would allow placement in existing small facilities, as well as development of new small facilities as needed, utilizing appropriate services and supports to ensure success for these 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 1, or 0.01%, 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 a CCF (7+ beds)	Goal	%	# Attained
Statewide Average	0.01%	183,002	22			
RCOC Public Hearing 8/18/21	0.01%	10,482	1			
RCOC 1/01/22	0.00%	10,957	0	0	0.00%	0
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		4.55%



	Total Children status 1&2	Goal	Children Residing in a CCF (7+ beds)	%	Number Attained
Jan-21	10,267	0	1	0.01%	-1
Feb-21	10,222	0	1	0.01%	-1
Mar-21	10,349	0	1	0.01%	-1
Apr-21	10,433	0	1	0.01%	-1
May-21	10,458	0	2	0.02%	-2
Jun-21	10,537	0	1	0.01%	-1
Jul-21	10,656	0	0	0.00%	0
Aug-21	10,673	0	0	0.00%	0
Sep-21	10,778	0	0	0.00%	0
Oct-21	10,833	0	0	0.00%	0
Nov-21	10,886	0	0	0.00%	0
Dec-21	10,957	0	0	0.00%	0

Met Goal

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

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%	183,002	30			
RCOC Public Hearing 8/18/21	0.01%	10,482	1	Goal	%	# Attained
RCOC 1/01/22	0.01%	10,957	1	0	0.01%	-1
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		3.33%



	Total Children Status 1&2	Goal	Children Residing in a ICF (7+ beds)	%	Number Attained
Jan-21	10,267	0	2	0.02%	-2
Feb-21	10,222	0	2	0.02%	-2
Mar-21	10,349	0	2	0.02%	-2
Apr-21	10,433	0	2	0.02%	-2
May-21	10,458	0	1	0.01%	-1
Jun-21	10,537	0	1	0.01%	-1
Jul-21	10,656	0	1	0.01%	-1
Aug-21	10,673	0	1	0.01%	-1
Sep-21	10,778	0	1	0.01%	-1
Oct-21	10,833	0	1	0.01%	-1
Nov-21	10,886	0	1	0.01%	-1
Dec-21	10,957	0	1	0.01%	-1

Below 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 (7+ beds)			
Statewide Average	0.00%	183,002	7			
RCOC Public Hearing 8/18/21	0.00%	10,482	0	Goal	%	# Attained
RCOC 1/01/22	0.00%	10,957	0	0	0.00%	0
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		0.00%



	Total Children status 1&2	Goal	Children Residing in a Nursing Facility (7+ beds)	%	Number Attained
Jan-21	10,267	0	0	0.00%	0
Feb-21	10,222	0	0	0.00%	0
Mar-21	10,349	0	0	0.00%	0
Apr-21	10,433	0	0	0.00%	0
May-21	10,458	0	0	0.00%	0
Jun-21	10,537	0	0	0.00%	0
Jul-21	10,656	0	0	0.00%	0
Aug-21	10,673	0	0	0.00%	0
Sep-21	10,778	0	0	0.00%	0
Oct-21	10,833	0	0	0.00%	0
Nov-21	10,886	0	0	0.00%	0
Dec-21	10,957	0	0	0.00%	0

Met Goal

Progress: D. During public meetings, RCOC had 2, or 0.02%, 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 7+ bed facilities			
Statewide Average	0.03%	183,002	59			
RCOC Public Hearing 8/18/21	0.02%	10,482	2	Goal	%	# Attained
RCOC 1/01/22	0.01%	10,957	1	0	0.01%	-1
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		3.39%



	Total Children Status 1&2	Goal	Total Children Residing in 7+ bed facilities	%	Number Attained
Jan-21	10,267	0	3	0.03%	-3
Feb-21	10,222	0	3	0.03%	-3
Mar-21	10,349	0	3	0.03%	-3
Apr-21	10,433	0	3	0.03%	-3
May-21	10,458	0	3	0.03%	-3
Jun-21	10,537	0	2	0.02%	-2
Jul-21	10,656	0	1	0.01%	-1
Aug-21	10,673	0	1	0.01%	-1
Sep-21	10,778	0	1	0.01%	-1
Oct-21	10,833	0	1	0.01%	-1
Nov-21	10,886	0	1	0.01%	-1
Dec-21	10,957	0	1	0.01%	-1

Below Goal

Performance Contract 2021

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 or greater bed 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 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 residential facilities to ensure the least restrictive environment is supported.

Progress: A. During public meetings, RCOC had 124, or 1.02%, of adults residing in a CCF (7+ beds). Placements to 7+ bed facilities are at family request and/or due to specialized services. RCOC also has several long-term care providers with facilities in this category. RCOC will continue to work with these vendors to implement Trailer Bill Language regarding use of these programs.

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

	Percentage	Total Adults Status 2	Adults Residing in a CCF (7+ beds)	Goal	%	# Attained
Statewide Average	0.85%	180,392	1,526			
RCOC Public Hearing 8/18/21	1.02%	12,201	124			
RCOC 1/01/22	0.99%	12,471	124	115	0.99%	-9
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		8.13%

	Total Adults Status 2	Goal	Adults Residing in a CCF (7+ beds)	%	Number Attained
Jan-21	12,047	120	126	1.05%	-6
Feb-21	12,075	120	121	1.00%	-1
Mar-21	12,099	120	121	1.00%	-1
Apr-21	12,146	120	121	1.00%	-1
May-21	12,193	120	123	1.01%	-3
Jun-21	12,229	120	124	1.01%	-4
Jul-21	12,277	120	124	1.01%	-4
Aug-21	12,327	120	124	1.01%	-4
Sep-21	12,357	120	123	1.00%	-3
Oct-21	12,401	115	122	0.98%	-7
Nov-21	12,423	115	122	0.98%	-7
Dec-21	12,471	115	124	0.99%	-9

**Below
Goal**

Progress: B. During public meetings, RCOC had 11, or 0.08%, 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 in a ICF (7+ beds)			
Statewide Average	0.45%	180,392	812			
RCOC Public Hearing 8/18/21	0.08%	12,201	10	Goal	%	# Attained
RCOC 1/01/22	0.10%	12,471	12	6	0.10%	-6
Analysis as of Public Hearing	RCOC % of DD population	6.76%	RCOC % of FH population	1.23%		



	Total Adults Status 2	Goal	Adults Residing in a ICF (7+ beds)	%	Number Attained
Jan-21	12,047	14	12	0.10%	2
Feb-21	12,075	14	12	0.09%	2
Mar-21	12,099	14	12	0.10%	2
Apr-21	12,146	14	12	0.10%	2
May-21	12,193	14	11	0.09%	3
Jun-21	12,229	14	10	0.08%	4
Jul-21	12,277	14	11	0.09%	3
Aug-21	12,327	14	11	0.09%	3
Sep-21	12,357	14	11	0.09%	3
Oct-21	12,401	6	11	0.09%	-5
Nov-21	12,423	6	12	0.10%	-6
Dec-21	12,471	6	12	0.10%	-6

Below Goal

Progress: C. During public meetings, RCOC had 77, or 0.63%, of adults 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 adult caseload residing in a nursing facility.

	Percentage	Total Adults status 2	Adults Residing in a Nursing Facility (7+ beds)			
Statewide Average	0.55%	180,392	985			
RCOC Public Hearing 8/18/21	0.63%	12,201	77	Goal	%	# Attained
RCOC 1/01/22	0.62%	12,471	77	75	0.62%	-2
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		7.82%

	Total Adults Status 2	Goal	Adults Residing in a Nursing Facility (7+ beds)	%	Number Attained
Jan-21	12,047	78	78	0.65%	0
Feb-21	12,075	78	79	0.65%	-1
Mar-21	12,099	78	80	0.66%	-2
Apr-21	12,146	78	78	0.64%	0
May-21	12,193	78	79	0.65%	-1
Jun-21	12,229	78	78	0.64%	0
Jul-21	12,277	78	81	0.66%	-3
Aug-21	12,327	78	80	0.65%	-2
Sep-21	12,357	78	78	0.63%	0
Oct-21	12,401	75	78	0.63%	-3
Nov-21	12,423	75	76	0.61%	-1
Dec-21	12,471	75	77	0.62%	-2

Below Goal

Progress: D. During public meetings, RCOC had 211, or 1.73%, 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 regional center 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 facilities			
Statewide Average	1.84%	180,392	3,323			
RCOC Public Hearing 8/18/21	1.73%	12,201	211	Goal	%	# Attained
RCOC 1/01/22	1.71%	12,471	213	196	1.71%	-17
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		6.35%



	Total Adults Status 2	Goal	Total Adults Residing in 7+ bed facilities	%	Number Attained
Jan-21	12,047	212	216	1.79%	-4
Feb-21	12,075	212	212	1.76%	0
Mar-21	12,099	212	213	1.76%	-1
Apr-21	12,146	212	211	1.74%	1
May-21	12,193	212	213	1.75%	-1
Jun-21	12,229	212	212	1.73%	0
Jul-21	12,277	212	216	1.76%	-4
Aug-21	12,327	212	215	1.74%	-3
Sep-21	12,357	212	212	1.72%	0
Oct-21	12,401	196	211	1.70%	-15
Nov-21	12,423	196	210	1.69%	-14
Dec-21	12,471	196	213	1.71%	-17

Below
Goal

Performance Contract 2021

VI. Intake Duration

Planned Activities

Statement: Management and Service Coordinator staff receive a monthly report on the duration of individuals ages 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 227, 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.

Statewide Average

RCOC Public Hearing 8/18/21

RCOC 1/01/22

Percentage	Total # Age 3 or Over	Total # Over Age 3 with <=120 days	Goal	% Attained
98.34%	5,911	5,813		
100%	227	227		
100.00%	205	205	100%	100.00%



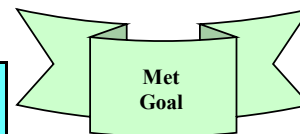
	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 with <=120 days	% Attained
Jan-21	148	100%	145	97.97%
Feb-21	146	100%	145	99.32%
Mar-21	159	100%	159	100.00%
Apr-21	185	100%	185	100.00%
May-21	204	100%	202	99.02%
Jun-21	220	100%	220	100.00%
Jul-21	222	100%	222	100.00%
Aug-21	227	100%	223	98.24%
Sep-21	158	100%	156	98.73%
Oct-21	206	100%	205	99.51%
Nov-21	212	100%	212	100.00%
Dec-21	205	100%	205	100.00%



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

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

	Percentage	Total Number Individuals Age 3 or Over	Total Number Individuals Over Age 3 with 121-240 days		
Statewide Average	0.85%	5,911	50		
RCOC Public Hearing 8/18/21	0%	227	0	Goal	% Attained
RCOC 1/01/22	0.00%	205	0	0%	0.00%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 with 121-240 days	%
Jan-21	148	0.00%	3	2.03%
Feb-21	146	0.00%	1	0.68%
Mar-21	159	0.00%	0	0.00%
Apr-21	185	0.00%	0	0.00%
May-21	204	0.00%	2	0.98%
Jun-21	220	0.00%	0	0.00%
Jul-21	222	0.00%	0	0.00%
Aug-21	227	0.00%	4	1.76%
Sep-21	158	0.00%	1	0.63%
Oct-21	206	0.00%	1	0.49%
Nov-21	212	0.00%	0	0.00%
Dec-21	205	0.00%	0	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.

Statewide Average

RCOC Public Hearing 8/18/21

RCOC 1/01/22

Percentage	Total Number Individuals Age 3 or Over	Total Number Individuals Over Age 3 Over 240 days		
0.81%	5,911	48		
0%	227	0	Goal	%
0.00%	205	0	0%	0.00%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 Over 240 days	% Attained
Jan-21	148	0%	0	0%
Feb-21	146	0%	0	0%
Mar-21	150	0%	0	0%
Apr-21	185	0%	0	0%
May-21	204	0%	0	0%
Jun-21	220	0%	0	0%
Jul-21	222	0%	0	0%
Aug-21	227	0%	0	0%
Sep-21	158	0%	1	1%
Oct-21	206	0%	0	0%
Nov-21	212	0%	0	0.00%
Dec-21	205	0%	0	0.00%

Performance Contract 2021

VII. National Core Indicators (NCI) Employment

Planned Activities

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

Objective: RCOC will implement its Employment First Policy by providing 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 competitive, integrated employment and maintain those positions over time.

Progress: A. Results from the National Core Indicator Surveys conducted in FY 2014-2015, 47% of those interviewed indicating a desire for work in the community. For FY 2018-2019 57% of those interviewed expressed a desire for paid employment in their community.

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

	Percentage	
RCOC FY 2010-11	40%	
RCOC FY 2011-12	46%	Goal
RCOC FY 2014-15	47%	50%
RCOC FY 2018-19	57%	65%
RCOC FY 2022-23		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
2016-2017	95	38	0
2017-2018	155	97	78
2018-2019	151	128	83
2019-2020	131	115	90

*NOTE: Incentive payments started in FY 2016-17, partial year data

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 competitive, integrated employment when incentive payments have been made on their behalf.

Fiscal Year	Hours Week	Wage
2016-2017	17	\$10.77
2017-2018	23.5	\$11.31
2018-2019	21	\$12.06
2019-2020	22	\$13.06



Progress: D. In FY 2016-2017, RCOC began working with service providers to place individuals into Paid Internship Program (PIP) opportunities to help develop employment interests, and lead into opportunities for competitive integrated employment. The PIP was initiated in FY 2016-2017. In 2019 RCOC had 7 individual within a paid internship that resulted in employment, and for 2020 that number increased to 11 individuals.

D. Number of adults placed in competitive, integrated employment following participation in a Paid Internship Program.

	Total
2016-2017	0
2017-2018	1
2018-2019	7
2019-2020	11

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 2019-2020, 14% of adults transitioned from an Internship to Competitive Employment.

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

	% of Adults
2017-2018	13%
2018-2019	21%
2019-2020	14%

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 Paid Internship Program during the previous fiscal year.

	Hours Wk.	Wage
2017-2018	14.24	\$11.25
2018-2019	18	\$12.34
2019-2020	13	\$13.43

Performance Contract 2021

VIII. Employment Development Department (EDD) Employment

Planned Activities

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

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

Progress: A. Results from the Employment Development Department (EDD) conducted in 2018 indicate that 3,336 persons served ages 16-64 had earned income. In 2019, 2,335 persons served ages 16-64 had earned income.

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

	RCOC	Statewide Avg.
2015	2,175	962
2016	2,085	1,201
2017	2,341	1,294
2018	3,336	1311
2019	2,335	1341

Progress: B. Results from the Employment Development Department in 2018 indicate that 21% of persons served ages 16-64 reported having earned income. In 2019, the percentage of persons served ages 16-64 reporting earned income was 20%.

B. Percentage of people ages 16-64 reporting earned income.

	RCOC	Statewide Avg.
2013	12.80%	12%
2014	17.90%	13.10%
2015	27%	16%
2016	22%	17%
2017	21%	17%
2018	21%	16%
2019	20%	16%

Progress: C. Results from the Employment Development Department in 2018 indicate that average annual wage 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.
2013	\$6,691	\$6,697
2014	\$6,086	\$7,044
2015	\$5,681	\$7,248
2016	\$6,613	\$8,327
2017	\$7,580	\$9,033
2018	\$8,806	\$10,317
2019	\$9,578	\$11,327

Performance Contract 2021

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

Statement: RCOC works to ensure that 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 group 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 resource. Fiscal year 2019-20 data reflects either an increase or decrease in services and expenditures related to disparity criteria.

Progress: A. Review of fiscal year 2019-20 purchase of service data and client master file (CMF). Initial data generation will be compared to subsequent FY information.

A. Percent of total annual purchase of service expenditures by individual's ethnicity and age: Birth to age 2; Age 3-21; 22 and older.

Ethnicity	Total Persons	Percentage of Expenditures	Total Authorized	Utilized
American Indian or Alaska Native	5 ↓	0.3% ↑	\$13,560 ↓	58.2% ↓
Asian	769 ↓	18.9% ↓	\$7,658,368 ↓	62.6% ↓
Black/African American	66 ↓	1.2% ↑	\$501,877 ↑	56.9% ↑
Hispanic	2,010 ↓	34.2% ↑	\$13,896,359 ↓	58.7% ↑
Native Hawaiian or Other Pacific Islander	8 ↑	0.01% ↑	\$71,938 ↑	59.2% ↑
Other Ethnicity or Race / Multi-Cultural	1,449 ↓	27% ↑	\$11,132,262 ↑	60.6% ↑
White	1,004 ↓	18% ↓	\$7,413,103 ↓	60.6% ↓
Totals	5,311 ↓	100.0%	\$40,687,467 ↓	

Age 3 Years to 21 Years

Ethnicity	Total Persons	Percentage of Expenditures	Total Authorized	Utilized
American Indian or Alaska Native	15 ↑	0.2% ↑	\$127,020 ↓	79.3% ↑
Asian	1,868 ↑	17.9% ↑	\$14,747,888 ↓	58.5% ↓
Black/African American	178 ↑	2% ↑	\$1,739,150 ↑	67.1% ↑
Hispanic	3,901 ↑	27% ↓	\$24,127,465 ↓	63.6% ↑
Native Hawaiian or Other Pacific Islander	19 ↑	0.1% ↑	\$124,438 ↑	61.9% ↓
Other Ethnicity or Race / Multi-Cultural	1,810 ↑	19.1% ↑	\$16,998,364 ↑	61.8% ↓
White	2,256 ↓	35% ↑	\$31,354,831 ↑	71.7% ↓
Totals	10,047 ↑	100.0%	\$89,219,156 ↑	

Age 22 Years and Older

Ethnicity	Total Persons	Percentage of Expenditures	Total Authorized	Utilized
American Indian or Alaska Native	23 ↑	0.3% ↔	\$1,209,523 ↑	89.3% ↑
Asian	1,381 ↑	11.4% ↑	\$47,680,128 ↑	81.7% ↓
Black/African American	251 ↑	2.8% ↓	\$11,614,140 ↑	86.6% ↑
Hispanic	2,644 ↑	18.9% ↑	\$78,479,414 ↑	81% ↓
Native Hawaiian or Other Pacific Islander	11 ↑	0.1%	\$297,683 ↑	84.4% ↓
Other Ethnicity or Race / Multi-Cultural	793 ↑	7.5% ↑	\$31,229,761 ↑	82.4% ↓
White	4,702 ↑	59.2% ↑	\$246,278,710 ↑	85.5% ↓
Totals	9,805 ↑	100.0%	\$416,789,360 ↑	



Progress: B. Review of fiscal year 2019-20 purchase of service data 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; 22 and older.

Birth to 2 Years Old

Ethnicity	Total Eligible	Case Management	Percent No Services
American Indian or Alaska Native	5 ↓	1 ↑	20% ↑
Asian	769 ↓	18 ↓	2.3% ↓
Black/African American	66 ↓	2 ↓	3% ↑
Hispanic	2,010 ↓	82 ↓	3% ↓
Native Hawaiian or Other Pacific Islander	8 ↑	0 ↓	0% ↓
Other Ethnicity or Race / Multi-Cultural	1,449 ↓	53 ↓	3.7% ↓
White	1,004 ↑	46 ↑	4.6% ↑
Totals	5,311 ↓	202 ↓	

Age 3 Years to 21 Years

Ethnicity	Total Eligible	Case Management	Percent No Services
American Indian or Alaska Native	15 ↑	3 ↑	20% ↑
Asian	1,886 ↑	550 ↑	29.4% ↑
Black/African American	178 ↑	69 ↑	38.8% ↓
Hispanic	3,901 ↑	1,847 ↑	47.4% ↑
Native Hawaiian or Other Pacific Islander	19 ↑	11 ↑	57.9% ↑
Other Ethnicity or Race / Multi-Cultural	1,810 ↓	529 ↑	29.2% ↑
White	2,256 ↓	585 ↑	25.9% ↑
Totals	10,047 ↑	3,594 ↑	35.8% ↑

Age 22 Years and Older

Ethnicity	Total Eligible	Case Management	Percent No Services
American Indian or Alaska Native	23 ↑	4 ↑	17.4% ↑
Asian	1,381 ↑	284 ↑	20.6% ↑
Black/African American	251 ↑	42 ↑	16.7% ↓
Hispanic	2,644 ↑	586 ↑	22.2% ↑
Native Hawaiian or Other Pacific Islander	11 ↑	3 ↑	27.3% ↓
Other Ethnicity or Race / Multi-Cultural	793 ↑	157 ↑	19.8% ↑
White	4,702 ↑	589 ↑	12.5% ↑
Totals	9,805 ↑	1,665 ↑	17% ↑

Progress: C. Review of fiscal year 2019-20 purchase of service data and Client Master File. Initial data generation will be compared to subsequent FY information.

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

Primary Language	Total People	POS Authorized Per Capita	Percentage Utilized
English	19,020 ↑	\$19,569 ↓	80.01% ↑
Spanish	4,574 ↑	\$8,844 ↓	72.7% ↑
Mandarin Chinese	74 ↑	\$10,029 ↓	68.2% ↓
Vietnamese	1,114 ↓	\$11,551 ↓	75.9% ↓
Korean	143 ↓	\$22,092 ↓	80.3% ↓
Tagalog	24 ↓	\$29,026 ↑	81.4% ↑
Arabic	49 ↑	\$7,234 ↓	68.1% ↑
ASL (American Sign Language)	27	\$53,426 ↓	84% ↓

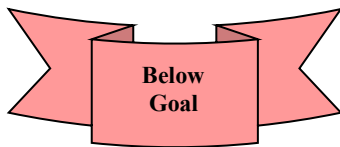
Performance Contract Summary

RCOC as of 2/01/2022	All	RCOC #	Goal	Percentage	# Attained
Developmental Center (DC)	23,442	8	0	0.03%	-8
Children in Foster Homes (FH)	10,930	289	273	2.64%	16
Children Own Home Parent/Guardian	10,930	10,591	10,850	96.90%	-259
Total # Children (FH,Parent/Guardian)	10,930	10,880	11,123	99.54%	-243
Adult FHA	12,504	101	112	0.81%	-11
Independent Living (IL)	12,504	898	902	7.18%	-4
Adults Residing Own Home - Parent	12,504	8,594	8,575	68.73%	19
Supported Living (SL)	12,504	502	509	4.01%	-7
Total # Adults (FHA, IL,Parent/Guardian, SL)	12,504	10,095	10,098	80.73%	-3
Children Residing in a CCF (7+ beds)	10,390	0	0	0.00%	0
Children Residing in a ICF (7+ beds)	10,390	1	0	0.01%	-1
Children Residing in a Nursing Facility (7+ beds)	10,390	0	0	0%	0
Total Children Residing in 7+ bed facilities	10,390	1	0	0.01%	-1
Adults Residing in a CCF (7+ beds)	12,504	123	115	0.98%	-8
Adults Residing in a ICF (7+ beds)	12,504	12	6	0.10%	-6
Adults Residing in a Nursing Facility (7+ beds)	12,504	79	75	0.63%	-4
Total Adults Residing in 7+ bed facilities	12,504	214	196	1.71%	-18
Total Individuals Over Age 3 with <=120 days	201	201	100%	98.73%	100.00%
Total Individuals Over Age 3 with 121-240 days	201		0%	0.00%	0.00%
Total Individuals Over Age 3 Over 240 days	201		0%	0.00%	0.00%
Adults with Integrated Employment Goal	12,504	57%	65%		
Total Number of Incentive Payments Made	12,504	336			
Avg. Wage per Hour After Incentive Payment	12,504	\$13.06			
Number of Persons Served with Earned Income	12,504	2,335			
Percentage of 16-64 Earned Income	12,504	20%			
Annual Earnings of 16-64	12,504	\$9,578			
Number of Adults in CIE After Paid Intern	12,504	11			
Percentage Adults Transitioned Internship to CIE	12,504	14%			
Total Annual Expenditures Race/Ethnicity	23,143				

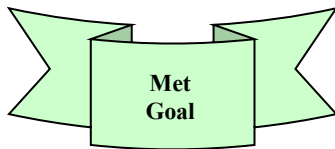
Performance Contract 2022 Cover Sheet



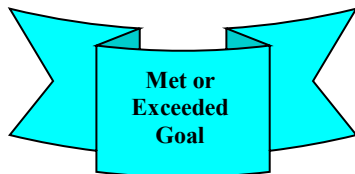
= Better than Statewide Average



= 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 2022

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	98.86
Intake/Assessment and IFSP (0-2)	99.52
IPP development biennial	Annual, 99.46
IFSP development	69.28

Performance Contract 2022

I. Developmental Center

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

	Percentage	All consumers	Consumers in DC			
Statewide Average	0.07%	363,649	255			
RCOC Public Hearing 8/18/21	0.04%	22,691	8	Goal	%	# Attained
RCOC 2/01/22	0.03%	23,442	8	0	0.03%	-8
Analysis as of Public Hearing	RCOC % of DD population	6.24%	RCOC % of DC population	3.14%		

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 2019-2020 and 2020-2021.

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 2021, RCOC had 8 persons served, or 0.03%, in Developmental Centers.

Number of Persons Served Residing DCs



	Total Active Caseload	Goal	DC	%	Number Attained
Jan-22	23,442	0	8	0.03%	-8
Feb-22		0			
Mar-22		0			
Apr-22		0			
May-22		0			
Jun-22		0			
Jul-22		0			
Aug-22		0			
Sep-22		0			
Oct-22		0			
Nov-22		0			
Dec-22		0			

Below
Goal

Performance Contract 2022

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

Planned Activities

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

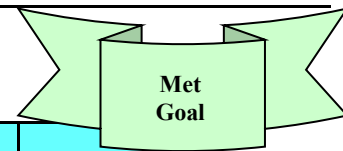
Objectives: Service Coordinators continue to identify, publicize and facilitate access to supports and services for children with developmental disabilities who are considered at risk for out-of-home placement. RCOC will hold an annual presentation on supports and services for persons served including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

- Continue to assess current supports and services.
- RCOC will work with the Orange County community in 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 placement).
- RCOC will ensure 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 assure that families receive full information about the developmental needs of the persons served and what types of services are available.
- RCOC will assure that persons served and their caregivers receive complete assessments and have the opportunity to ask questions, advocate, and access to services. To be evaluated and monitored by a National Core Indicators (NCI) survey of persons served and their caregivers.

Progress: A. During public meetings, RCOC had 248, or 2.37%, children in foster homes.

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

	Percentage	All Children	Children in FH			
Statewide Average	2.83%	183,002	5,170			
RCOC Public Hearing 8/18/21	2.37%	10,482	248	Goal	%	# Attained
RCOC 2/01/22	2.64%	10,930	289	273	2.64%	16
Analysis as of Public Hearing	RCOC % of DD population	5.73%	RCOC % of FH population	4.80%		



	Total Children Status 1&2	Goal	Children in Foster Homes	%	
Jan-22	10,390	273	289	2.64%	16
Feb-22		273			
Mar-22		273			
Apr-22		273			
May-22		273			
Jun-22		273			
Jul-22		273			
Aug-22		273			
Sep-22		273			
Oct-22		273			
Nov-22		273			
Dec-22		273			

Progress: B. During public meetings, RCOC had 10,175, or 97.07%, of children in own home-parent/guardian.

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

	Percentage	All Children	Children in own home Parent/Guardian			
Statewide Average	97.07%	183,002	176,969			
RCOC Public Hearing 8/18/21	97.07%	10,482	10,175	Goal	%	# Attained
RCOC 2/01/22	96.90%	10,930	10,591	10,850	96.90%	-259
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		5.75%

	Total Children Status 1&2	Goal	Children in own home Parent/Guardian	%	Number Attained	Below Goal
Jan-22	10,930	10,850	10,591	96.90%	-259	
Feb-22		10,850				
Mar-22		10,850				
Apr-22		10,850				
May-22		10,850				
Jun-22		10,850				
Jul-22		10,850				
Aug-22		10,850				
Sep-22		10,850				
Oct-22		10,850				
Nov-22		10,850				
Dec-22		10,850				

Progress: C. During public meetings, RCOC had 10,423, or 99.44%, of children in homes.

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

	Percentage	All Children	Total Number Children in Homes			
Statewide Average	99.53%	183,002	182,139			
RCOC Public Hearing 8/18/21	99.44%	10,482	10,423	Goal	%	# Attained
RCOC 2/01/22	99.54%	10,930	10,880	11,123	99.54%	-243
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		5.72%



	Total Children Status 1&2	Goal	Total Number Children in Homes	%	Number Attained
Jan-22	10,930	11,123	10,880	99.54%	-243
Feb-22		11,123			
Mar-22		11,123			
Apr-22		11,123			
May-22		11,123			
Jun-22		11,123			
Jul-22		11,123			
Aug-22		11,123			
Sep-22		11,123			
Oct-22		11,123			
Nov-22		11,123			
Dec-22		11,123			

Below Goal

Performance Contract 2022

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 resides.

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 opportunity 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 104, or 0.85%, 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	0.89%	180,392	1,609			
RCOC Public Hearing 8/18/21	0.85%	12,201	104	Goal	%	# Attained
RCOC 2/01/22	0.81%	12,504	101	112	0.81%	-11
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		6.46%



	Total Adults Status 2	Goal	Adults in FHA	%	Number Attained
Jan-22	12,504	112	101	0.81%	-11
Feb-22		112			
Mar-22		112			
Apr-22		112			
May-22		112			
Jun-22		112			
Jul-22		112			
Aug-22		112			
Sep-22		112			
Oct-22		112			
Nov-22		112			
Dec-22		112			

Progress: B. During public meetings, RCOC had 882, or 7.23%, of adults residing in independent living.

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

	Percentage	Total Adults Status 2	Adults in Independent Living			
Statewide Average	9.76%	180,392	17,608			
RCOC Public Hearing 8/18/21	7.23%	12,201	882	Goal	%	# Attained
RCOC 2/01/22	7.18%	12,504	898	902	7.18%	-4
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		5.01%

**Below
Goal**

	Total Adults Status 2	Goal	Adults in Independent Living	%	Number Attained
Jan-22	12,504	902	898	7.18%	-4
Feb-22		902			
Mar-22		902			
Apr-22		902			
May-22		902			
Jun-22		902			
Jul-22		902			
Aug-22		902			
Sep-22		902			
Oct-22		902			
Nov-22		902			
Dec-22		902			

Progress: C. During public meetings, RCOC had 8,310, or 68.11%, 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	66.36%	180,392	119,712			
RCOC Public Hearing 8/18/21	68.11%	12,201	8,310	Goal	%	# Attained
RCOC 2/01/22	68.73%	12,504	8,594	8,575	68.73%	19
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		6.94%



	Total Adults Status 2	Goal	Adults Residing Own Home - Parent	%	Number Attained
Jan-22	12,504	8,575	8,594	68.73%	19
Feb-22		8,575			
Mar-22		8,575			
Apr-22		8,575			
May-22		8,575			
Jun-22		8,575			
Jul-22		8,575			
Aug-22		8,575			
Sep-22		8,575			
Oct-22		8,575			
Nov-22		8,575			
Dec-22		8,575			



Progress: D. During public meetings, RCOC had 499, or 4.09%, 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 Supported Living			
Statewide Average	5.18%	180,392	9,348			
RCOC Public Hearing 8/18/21	4.09%	12,201	499	Goal	%	# Attained
RCOC 2/01/22	4.01%	12,504	502	509	4.01%	-7
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		5.34%



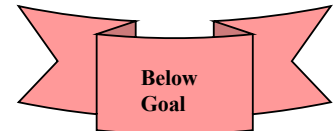
	Total Adults Status 2	Goal	Adults Residing Supported Living	%	Number Attained
Jan-22	12,504	509	502	4.01%	-7
Feb-22		509			
Mar-22		509			
Apr-22		509			
May-22		509			
Jun-22		509			
Jul-22		509			
Aug-22		509			
Sep-22		509			
Oct-22		509			
Nov-22		509			
Dec-22		509			

Progress: E. During public meetings, RCOC had 9,795, or 80.28%, 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	82.20%	180,392	148,277			
RCOC Public Hearing 8/18/21	80.28%	12,201	9,795	Goal	%	# Attained
RCOC 2/01/22	80.73%	12,504	10,095	10,098	80.73%	-3
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		6.61%

	Total Adults Status 2	Goal	Total Number Adults in Home Settings	%	Number Attained
Jan-22	12,504	10,098	10,095	80.73%	-3
Feb-22		10,098			
Mar-22		10,098			
Apr-22		10,098			
May-22		10,098			
Jun-22		10,098			
Jul-22		10,098			
Aug-22		10,098			
Sep-22		10,098			
Oct-22		10,098			
Nov-22		10,098			
Dec-22		10,098			





Performance Contract 2022

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 bed facilities.

- RCOC will continue seeking appropriate placement in smaller facilities for these children and to support creative services and supports which would allow placement in existing small facilities, as well as development of new small facilities as needed, utilizing appropriate services and supports to ensure success for these 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 1, or 0.01%, 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 a CCF (7+ beds)			
Statewide Average	0.01%	183,002	22			
RCOC Public Hearing 8/18/21	0.01%	10,482	1	Goal	%	# Attained
RCOC 2/01/22	0.00%	10,930	0	0	0.00%	0
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		4.55%



	Total Children status 1&2	Goal	Children Residing in a CCF (7+ beds)	%	Number Attained
Jan-22	10,930	0	0	0.00%	0
Feb-22		0			
Mar-22		0			
Apr-22		0			
May-22		0			
Jun-22		0			
Jul-22		0			
Aug-22		0			
Sep-22		0			
Oct-22		0			
Nov-22		0			
Dec-22		0			

Met Goal



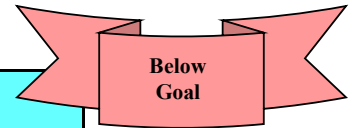
Progress: B. During public meetings, RCOC had 1, or 0.01% of children residing in an Immediate Care Facility (CCF)(7+ beds). Placements to 7+ bed ICF facilities are at family request and/or due to specialized services.

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%	183,002	30			
RCOC Public Hearing 8/18/21	0.01%	10,482	1	Goal	%	# Attained
RCOC 2/01/22	0.01%	10,930	1	0	0.01%	-1
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		3.33%



	Total Children Status 1&2	Goal	Children Residing in a ICF (7+ beds)	%	Number Attained
Jan-22	10,930	0	1	0.01%	-1
Feb-22		0			
Mar-22		0			
Apr-22		0			
May-22		0			
Jun-22		0			
Jul-22		0			
Aug-22		0			
Sep-22		0			
Oct-22		0			
Nov-22		0			
Dec-22		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 (7+ beds)			
Statewide Average	0.00%	183,002	7			
RCOC Public Hearing 8/18/21	0.00%	10,482	0	Goal	%	# Attained
RCOC 2/01/22	0.00%	10,930	0	0	0.00%	0
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		0.00%



	Total Children status 1&2	Goal	Children Residing in a Nursing Facility (7+ beds)	%	Number Attained
Jan-22	10,930	0	0	0.00%	0
Feb-22		0			
Mar-22		0			
Apr-22		0			
May-22		0			
Jun-22		0			
Jul-22		0			
Aug-22		0			
Sep-22		0			
Oct-22		0			
Nov-22		0			
Dec-22		0			

Met Goal

Progress: D. During public meetings, RCOC had 2, or 0.02%, 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 7+ bed facilities			
Statewide Average	0.03%	183,002	59			
RCOC Public Hearing 8/18/21	0.02%	10,482	2	Goal	%	# Attained
RCOC 2/01/22	0.01%	10,930	1	0	0.01%	-1
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		3.39%



	Total Children Status 1&2	Goal	Total Children Residing in 7+ bed facilities	%	Number Attained
Jan-22	10,930	0	1	0.01%	-1
Feb-22		0			
Mar-22		0			
Apr-22		0			
May-22		0			
Jun-22		0			
Jul-22		0			
Aug-22		0			
Sep-22		0			
Oct-22		0			
Nov-22		0			
Dec-22		0			

Below Goal

Performance Contract 2022

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 or greater bed 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 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 residential facilities to ensure the least restrictive environment is supported.

Progress: A. During public meetings, RCOC had 124, or 1.02%, of adults residing in a CCF (7+ beds). Placements to 7+ bed facilities are at family request and/or due to specialized services. RCOC also has several long-term care providers with facilities in this category. RCOC will continue to work with these vendors to implement Trailer Bill Language regarding use of these programs.

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

	Percentage	Total Adults Status 2	Adults Residing in a CCF (7+ beds)	Goal	%	# Attained
Statewide Average	0.85%	180,392	1,526			
RCOC Public Hearing 8/18/21	1.02%	12,201	124			
RCOC 2/01/22	0.98%	12,504	123	115	0.98%	-8
Analysis as of Public Hearing RCOC % of DD population 6.76% RCOC % of FH population 8.13%						

	Total Adults Status 2	Goal	Adults Residing in a CCF (7+ beds)	%	Number Attained
Jan-22	12,504	115	123	0.98%	-8
Feb-22		115			
Mar-22		115			
Apr-22		115			
May-22		115			
Jun-22		115			
Jul-22		115			
Aug-22		115			
Sep-22		115			
Oct-22		115			
Nov-22		115			
Dec-22		115			

Below Goal

Progress: B. During public meetings, RCOC had 10, or 0.08%, 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 in a ICF (7+ beds)			
Statewide Average	0.45%	180,392	812			
RCOC Public Hearing 8/18/21	0.08%	12,201	10	Goal	%	# Attained
RCOC 2/01/22	0.10%	12,504	12	6	0.10%	-6
Analysis as of Public Hearing	RCOC % of DD population	6.76%	RCOC % of FH population	1.23%		



	Total Adults Status 2	Goal	Adults Residing in a ICF (7+ beds)	%	Number Attained
Jan-22	12,504	6	12	0.10%	-6
Feb-22		6			
Mar-22		6			
Apr-22		6			
May-22		6			
Jun-22		6			
Jul-22		6			
Aug-22		6			
Sep-22		6			
Oct-22		6			
Nov-22		6			
Dec-22		6			

Below Goal

Progress: C. During public meetings, RCOC had 77, or 0.63%, of adults 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 adult caseload residing in a nursing facility.

	Percentage	Total Adults status 2	Adults Residing in a Nursing Facility (7+ beds)			
Statewide Average	0.55%	180,392	985			
RCOC Public Hearing 8/18/21	0.63%	12,201	77	Goal	%	# Attained
RCOC 2/01/22	0.63%	12,504	79	75	0.63%	-4
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		7.82%

	Total Adults Status 2	Goal	Adults Residing in a Nursing Facility (7+ beds)	%	Number Attained
Jan-22	12,504	75	79	0.63%	-4
Feb-22		75			
Mar-22		75			
Apr-22		75			
May-22		75			
Jun-22		75			
Jul-22		75			
Aug-22		75			
Sep-22		75			
Oct-22		75			
Nov-22		75			
Dec-22		75			

Below Goal

Progress: D. During public meetings, RCOC had 211, or 1.73%, 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 regional center 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 facilities			
Statewide Average	1.84%	180,392	3,323			
RCOC Public Hearing 8/18/21	1.73%	12,201	211	Goal	%	# Attained
RCOC 2/01/22	1.71%	12,504	214	196	1.71%	-18
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		6.35%



	Total Adults Status 2	Goal	Total Adults Residing in 7+ bed facilities	%	Number Attained
Jan-22	12,504	196	214	1.71%	-18
Feb-22		196			
Mar-22		196			
Apr-22		196			
May-22		196			
Jun-22		196			
Jul-22		196			
Aug-22		196			
Sep-22		196			
Oct-22		196			
Nov-22		196			
Dec-22		196			

Below
Goal

Performance Contract 2022

VI. Intake Duration

Planned Activities

Statement: Management and Service Coordinator staff receive a monthly report on the duration of individuals ages 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.

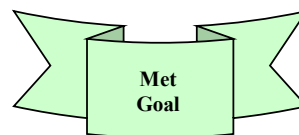
Progress: A. During public meetings, RCOC had 227, or 100%, of regional center individuals over age 3 with <=120 days.

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

	Percentage	Total # Age 3 or Over	Total # Over Age 3 with <=120 days	Goal	% Attained
Statewide Average	98.34%	5,911	5,813		
RCOC Public Hearing 8/18/21	100%	227	227		
RCOC 2/01/22	100.00%	201	201	100%	100.00%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 with <=120 days	% Attained
Jan-22	201	100%	210	100.00%
Feb-22		100%		
Mar-22		100%		
Apr-22		100%		
May-22		100%		
Jun-22		100%		
Jul-22		100%		
Aug-22		100%		
Sep-22		100%		
Oct-22		100%		
Nov-22		100%		
Dec-22		100%		



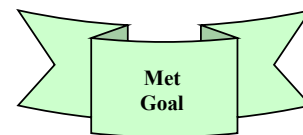
Progress: B. During public meetings, RCOC had 0, or 0.00%, of regional center individuals over age 3 with 121-240 days.

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

	Percentage	Total Number Individuals Age 3 or Over	Total Number Individuals Over Age 3 with 121-240 days		
Statewide Average	0.85%	5,911	50		
RCOC Public Hearing 8/18/21	0%	227	0	Goal	% Attained
RCOC 2/01/22	0.00%	201	0	0%	0.00%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 with 121-240 days	%
Jan-22	201	0.00%	0	0.00%
Feb-22		0.00%		
Mar-22		0.00%		
Apr-22		0.00%		
May-22		0.00%		
Jun-22		0.00%		
Jul-22		0.00%		
Aug-22		0.00%		
Sep-22		0.00%		
Oct-22		0.00%		
Nov-22		0.00%		
Dec-22		0.00%		



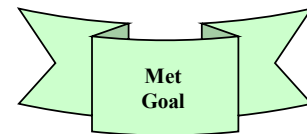
Progress: C. During public meetings, RCOC had 0, or 0.00%, of regional center individuals over age 3 with over 240 days.

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

	Percentage	Total Number Individuals Age 3 or Over	Total Number Individuals Over Age 3 Over 240 days		
Statewide Average	0.81%	5,911	48		
RCOC Public Hearing 8/18/21	0%	227	0	Goal	%
RCOC 2/01/22	0.00%	201	0	0%	0.00%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 Over 240 days	% Attained
Jan-22	201	0%	0	0%
Feb-22		0%		
Mar-22		0%		
Apr-22		0%		
May-22		0%		
Jun-22		0%		
Jul-22		0%		
Aug-22		0%		
Sep-22		0%		
Oct-22		0%		
Nov-22		0%		
Dec-22		0%		



Performance Contract 2022

VII. National Core Indicators (NCI) Employment

Planned Activities

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

Objective: RCOC will implement its Employment First Policy by providing 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 competitive, integrated employment and maintain those positions over time.

Progress: A. Results from the National Core Indicator Surveys conducted in FY 2014-2015, 47% of those interviewed indicating a desire for work in the community. For FY 2018-2019 57% of those interviewed expressed a desire for paid employment in their community.

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

	Percentage	
RCOC FY 2011-12	46%	Goal
RCOC FY 2014-15	47%	50%
RCOC FY 2018-19	57%	65%
RCOC FY 2022-23		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 months, and 12 month, incentive payments made within the fiscal year.

Fiscal Year	30 Day	6 Month	12 Month
2016-2017	95	38	0
2017-2018	155	97	78
2018-2019	151	128	83
2019-2020	131	115	90

*NOTE: Incentive payments started in FY 2016-17, partial year data

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 competitive, integrated employment when incentive payments have been made on their behalf.

Fiscal Year	Hours Week	Wage
2016-2017	17	\$10.77
2017-2018	23.5	\$11.31
2018-2019	21	\$12.06
2019-2020	22	\$13.06



Progress: D. In FY 2016-2017, RCOC began working with service providers to place individuals into Paid Internship Program (PIP) opportunities to help develop employment interests, and lead into opportunities for competitive integrated employment. The PIP was initiated in FY 2016-2017. In 2019 RCOC had 7 individual within a paid internship that resulted in employment, and for 2020 that number increased to 11 individuals.

D. Number of adults placed in competitive, integrated employment following participation in a Paid Internship Program.

	Total
2016-2017	0
2017-2018	1
2018-2019	7
2019-2020	11

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 2019-2020, 14% of adults transitioned from an Internship to Competitive Employment.

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

	% of Adults
2017-2018	13%
2018-2019	21%
2019-2020	14%

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 Paid Internship Program during the previous fiscal year.

	Hours Wk.	Wage
2017-2018	14.24	\$11.25
2018-2019	18	\$12.34
2019-2020	13	\$13.43



Performance Contract 2022

VIII. Employment Development Department (EDD) Employment

Planned Activities

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

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

Progress: A. Results from the Employment Development Department (EDD) conducted in 2018 indicate that 3,336 persons served ages 16-64 had earned income. In 2019, 2,335 persons served ages 16-64 had earned income.

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

	RCOC	Statewide Avg.
2015	2,175	962
2016	2,085	1,201
2017	2,341	1,294
2018	3,336	1311
2019	2,335	1341



Progress: B. Results from the Employment Development Department in 2018 indicate that 21% of persons served ages 16-64 reported having earned income. In 2019, the percentage of persons served ages 16-64 reporting earned income was 20%.

B. Percentage of people ages 16-64 reporting earned income.

	RCOC	Statewide Avg.
2013	12.80%	12%
2014	17.90%	13.10%
2015	27%	16%
2016	22%	17%
2017	21%	17%
2018	21%	16%
2019	20%	16%

Progress: C. Results from the Employment Development Department in 2018 indicate that average annual wage 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.
2013	\$6,691	\$6,697
2014	\$6,086	\$7,044
2015	\$5,681	\$7,248
2016	\$6,613	\$8,327
2017	\$7,580	\$9,033
2018	\$8,806	\$10,317
2019	\$9,578	\$11,327

Performance Contract 2022

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

Statement: RCOC works to ensure that 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 group 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 resource. Fiscal year 2019-20 data reflects either an increase or decrease in services and expenditures related to disparity criteria.

Progress: A. Review of fiscal year 2019-20 purchase of service data and client master file (CMF). Initial data generation will be compared to subsequent FY information.

A. Percent of total annual purchase of service expenditures by individual's ethnicity and age: Birth to age 2; Age 3-21; 22 and older.

Ethnicity	Total Persons	Percentage of Expenditures	Total Authorized	Utilized
American Indian or Alaska Native	5 ↓	0.3% ↑	\$13,560 ↓	58.2% ↓
Asian	769 ↓	18.9% ↓	\$7,658,368 ↓	62.6% ↓
Black/African American	66 ↓	1.2% ↑	\$501,877 ↑	56.9% ↑
Hispanic	2,010 ↓	34.2% ↑	\$13,896,359 ↓	58.7% ↑
Native Hawaiian or Other Pacific Islander	8 ↑	0.01% ↑	\$71,938 ↑	59.2% ↑
Other Ethnicity or Race / Multi-Cultural	1,449 ↓	27% ↑	\$11,132,262 ↑	60.6% ↑
White	1,004 ↓	18% ↓	\$7,413,103 ↓	60.6% ↓
Totals	5,311 ↓	100.0%	\$40,687,467 ↓	

Age 3 Years to 21 Years

Ethnicity	Total Persons	Percentage of Expenditures	Total Authorized	Utilized
American Indian or Alaska Native	15 ↑	0.2% ↑	\$127,020 ↓	79.3% ↑
Asian	1,868 ↑	17.9% ↑	\$14,747,888 ↓	58.5% ↓
Black/African American	178 ↑	2% ↑	\$1,739,150 ↑	67.1% ↑
Hispanic	3,901 ↑	27% ↓	\$24,127,465 ↓	63.6% ↑
Native Hawaiian or Other Pacific Islander	19 ↑	0.1% ↑	\$124,438 ↑	61.9% ↓
Other Ethnicity or Race / Multi-Cultural	1,810 ↑	19.1% ↑	\$16,998,364 ↑	61.8% ↓
White	2,256 ↓	35% ↑	\$31,354,831 ↑	71.7% ↓
Totals	10,047 ↑	100.0%	\$89,219,156 ↑	

Age 22 Years and Older

Ethnicity	Total Persons	Percentage of Expenditures	Total Authorized	Utilized
American Indian or Alaska Native	23 ↑	0.3% ↔	\$1,209,523 ↑	89.3% ↑
Asian	1,381 ↑	11.4% ↑	\$47,680,128 ↑	81.7% ↓
Black/African American	251 ↑	2.8% ↓	\$11,614,140 ↑	86.6% ↑
Hispanic	2,644 ↑	18.9% ↑	\$78,479,414 ↑	81% ↓
Native Hawaiian or Other Pacific Islander	11 ↑	0.1%	\$297,683 ↑	84.4% ↓
Other Ethnicity or Race / Multi-Cultural	793 ↑	7.5% ↑	\$31,229,761 ↑	82.4% ↓
White	4,702 ↑	59.2% ↑	\$246,278,710 ↑	85.5% ↓
Totals	9,805 ↑	100.0%	\$416,789,360 ↑	



Progress: B. Review of fiscal year 2019-20 purchase of service data 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; 22 and older.

Birth to 2 Years Old

Ethnicity	Total Eligible	Case Management	Percent No Services
American Indian or Alaska Native	5 ↓	1 ↑	20% ↑
Asian	769 ↓	18 ↓	2.3% ↓
Black/African American	66 ↓	2 ↓	3% ↑
Hispanic	2,010 ↓	82 ↓	3% ↓
Native Hawaiian or Other Pacific Islander	8 ↑	0 ↓	0% ↓
Other Ethnicity or Race / Multi-Cultural	1,449 ↓	53 ↓	3.7% ↓
White	1,004 ↑	46 ↑	4.6% ↑
Totals	5,311 ↓	202 ↓	

Age 3 Years to 21 Years

Ethnicity	Total Eligible	Case Management	Percent No Services
American Indian or Alaska Native	15 ↑	3 ↑	20% ↑
Asian	1,886 ↑	550 ↑	29.4% ↑
Black/African American	178 ↑	69 ↑	38.8% ↓
Hispanic	3,901 ↑	1,847 ↑	47.4% ↑
Native Hawaiian or Other Pacific Islander	19 ↑	11 ↑	57.9% ↑
Other Ethnicity or Race / Multi-Cultural	1,810 ↓	529 ↑	29.2% ↑
White	2,256 ↓	585 ↑	25.9% ↑
Totals	10,047 ↑	3,594 ↑	35.8% ↑

Age 22 Years and Older

Ethnicity	Total Eligible	Case Management	Percent No Services
American Indian or Alaska Native	23 ↑	4 ↑	17.4% ↑
Asian	1,381 ↑	284 ↑	20.6% ↑
Black/African American	251 ↑	42 ↑	16.7% ↓
Hispanic	2,644 ↑	586 ↑	22.2% ↑
Native Hawaiian or Other Pacific Islander	11 ↑	3 ↑	27.3% ↓
Other Ethnicity or Race / Multi-Cultural	793 ↑	157 ↑	19.8% ↑
White	4,702 ↑	589 ↑	12.5% ↑
Totals	9,805 ↑	1,665 ↑	17% ↑

Progress: C. Review of fiscal year 2019-20 purchase of service data and Client Master File. Initial data generation will be compared to subsequent FY information.

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

Primary Language	Total People	POS Authorized Per Capita	Percentage Utilized
English	19,020 ↑	\$19,569 ↓	80.01% ↑
Spanish	4,574 ↑	\$8,844 ↓	72.7% ↑
Mandarin Chinese	74 ↑	\$10,029 ↓	68.2% ↓
Vietnamese	1,114 ↓	\$11,551 ↓	75.9% ↓
Korean	143 ↓	\$22,092 ↓	80.3% ↓
Tagalog	24 ↓	\$29,026 ↑	81.4% ↑
Arabic	49 ↑	\$7,234 ↓	68.1% ↑
ASL (American Sign Language)	27	\$53,426 ↓	84% ↓

**Regional Center of Orange County
Board Recruitment and Training Committee
January 10, 2022
Videoconference Minutes**

Committee Members Present: John “Chip” Wright, Chair
Sylvia Delgado
Frances Hernandez
Sandy Martin
Chinh Nguyen
Fernando Peña

Committee Members Absent: Hilda Mendez

RCOC Staff Present: Larry Landauer, Executive Director
Bette Baber, Chief Financial Officer
Jerrod Bonner, Information Technologies Director
Bonnie Ivers, Clinical Director
Keli Radford, Services and Supports Director
Stacy Wong, Human Resources Director

Mr. Chip Wright called the videoconference meeting to order at 5:01 p.m.

I. Board Recruitment

A. Review Board Members’ Terms of Office and Upcoming Turnover

Mr. Wright reviewed the current Terms of Office and the Committee discussed upcoming turnover.

B. Discuss Recruitment Needs

The Committee discussed recruitment efforts and the need to recruit new members to ensure continuing compliance with the composition requirements of the Lanterman Act. Much discussion ensued about recruitment efforts and contacting a potential Board applicant to schedule an in-person interview for January or February 2022.

II. Board Development and Training

A. Discuss Board Training Schedule and Topics

The Committee reviewed the 2022 Board of Directors’ Training Plan that was submitted to the Department of Developmental Disabilities (DDS) on December 15, 2021.

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The Committee also reviewed a draft of the outline for the upcoming Board training on *Early Start Program Overview and Outreach* scheduled on February 3, 2022. Mr. Landauer reported that due to a new contractual requirement, regional centers must provide annual training to all board members regarding the regional center's governing board's approved Conflict of interest and Whistleblower Policies. Mr. David Lester, RCOC's Board Counsel, will be the presenter.

III. Community Forum

No community members were present at the meeting.

Mr. Wright adjourned the meeting at 5:29 p.m.

Recorder: Sandra Lomeli

**Regional Center of Orange County
Vendor Advisory Committee
January 11, 2022
Videoconference Minutes**

Members:

Adult Behavior Management Programs

Chair, Hector Navarro, absent

Co-Chair, Atrem Behmanesh, present (*joined at 2:05 p.m.*)

Adult Day Programs

Chair, Rick Perez, absent

Co-Chair, Member Pending

Adult Family Home/Foster Family Agency

Chair, Katherine Gurney, present

Co-Chair, Mark Antenucci, absent

Behavior Services

Chair, Junie Lazo-Pearson, present

Co-Chair, Cindy Hebert, present

Community Care Facilities

Chair, Member Pending

Co-Chair, Member Pending

Early Intervention

Chair, Tiffany Bauer, present

Co-Chair, Junie Lazo-Pearson, present

Habilitation

Chair, Jodean Hudson, present

Co-Chair, Tim Chervenak, present

Independent/Supported Living

Chair, Christine Molina, present

Co-Chair, Ana Sandoval, absent

Intermediate Care Facilities

Chair, Rich Mraule, present

Co-Chair, Member Pending

Support Services/Allied Health

Chair, David Santana, absent

Co-Chair, Andrew Velasco, present

Liaisons:

CalOptima

Liaison Pending, absent

Orange County Transit Authority

Melissa Mungia, absent

Christina Blanco, absent

Board Member Present:

Marcell Bassett (*joined at 4:29 p.m.*)

Vendor Advisory Committee Minutes
January 11, 2022

RCOC Staff Present:

Larry Landauer, Executive Director
Bette Baber, Chief Financial Officer
Jerrod Bonner, Information Technology Director
Liliana Castillo, Accounting Manager
Arturo Cazares, Associate Director of Employment
Bonnie Ivers, Clinical Director
Jack Stanton, Associate Director of Housing
Keli Radford, Services and Supports Director
Marta Vasquez, Associate Finance Director
Sean Watson, Risk Management, QA Manager

I. Call to Order

Ms. Tiffany Bauer welcomed all attendees and called the videoconference meeting to order at 2:01 p.m.

II. RCOC Update

Mr. Larry Landauer reported on caseload growth.

Mr. Landauer also reported that the Governor's Budget for fiscal year 2022-23 includes \$11.9 billion for the regional center system, an increase of \$1.5 billion over the prior year. Some of the highlights of the Governor's Budget include:

- *Performance Incentive Program* – \$83.8 million to reflect the implementation of the performance improvement plan and prioritize the reduction of caseload ratios.
- *Service Provider Rate Reform* – \$427.1 million increase to reflect the full year cost for the initial rate adjustments and provide the initial funding for the quality incentive program.
- *Social Recreation and Camping Services* - \$19.6 million increase to fund these programs.
- *Minimum wage* – \$131.3 million increase represents the full-year implementation and updated expenditures.

Mr. Landauer said that the Department of Developmental Services' (DDS') portion of the Governor's Budget Highlights will be emailed to Committee members after the meeting.

A. EVV and Preparation for Vendor Rate Changes Effective April 1, 2022

Ms. Marta Vasquez, RCOC's Associate Director of Finance, reminded vendors that the Electronic Visit Verification (EVV) requirement was effective January 1, 2022. Vendors

subject to the EVV requirement should register for EVV updates, even if they are using a third party solution, at evv@dds.ca.gov. Ms. Vasquez added that RCOC is processing the information that DDS requires for the rate increases effective April 1, 2022.

III. Board Report

Ms. Bauer reported that a Board of Directors' met on January 13, 2022.

IV. Peer Advisory Committee (PAC) Report

Mr. Jyusse Corey, RCOC's Peer Advocate, was not present and no report was provided.

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)

Ms. Melissa Mungia was absent; Ms. Bauer read the report that Ms. Mungia provided. Effective January 1, 2022, First Transit assumed responsibility for the administration, maintenance and operation of the ACCESS service.

VI. Member Reports

A. Adult Behavior Management – Hector Navarro (absent)

B. Adult Day Programs – Rick Perez (absent)

In both Mr. Hector Navarro's and Mr. Rick Perez's absence, Ms. Atrem Behmanesh reported that the subcommittees met earlier today and discussed the return to Alternative Services due to the surge in COVID-19 cases and staffing issues. They also reviewed safety procedures with Mr. Sean Watson, RCOC's Risk Management, QA Manager.

C. Adult Family Home Agency/Foster Family Agency (AFHA/FFA) – Katherine Gurney (present)

Ms. Katherine Gurney stated that the subcommittee will meet later in the month.

D. Behavior Services – Junie Lazo-Pearson (present)

Ms. Junie Lazo-Pearson said that they did not meet. She added that Omicron is devastating the workforce, families are frustrated with California's COVID-19

restrictions and she asked for support from RCOC's Service Coordinators to let families know how difficult it is for vendors to provide services at this time.

E. Community Care Facilities (CCF) – Member Pending

Mr. Stanton said that the subcommittee did not meet.

F. Early Intervention – Tiffany Bauer (present)

Ms. Bauer reported that their subcommittee will meet on January 20, 2022. Early Start vendors are working with RCOC on the information required for the rate changes.

G. Habilitation – Jodean Hudson (present)

Ms. Jodean Hudson reported that their subcommittee met and discussed staffing shortages due to the surge in COVID-19 cases.

H. Independent Living/Supported Living (IL/SL) – Christine Molina (present)

Ms. Christine Molina reported that the subcommittee will meet later today to discuss their struggles with EVV and staffing shortages.

I. Intermediate Care Facilities (ICF) – Rich Mraule (present)

Mr. Mraule reported that the subcommittee has not met.

J. Support Services/Allied Health – David Santana (absent)

In Mr. David Santana's absence, Mr. Andrew Velasco reported that the subcommittee met and discussed the differences between the Centers for Disease Control and Prevention's (CDC's) and California's COVID-19 guidelines, EVV registration and rates changes.

VII. Community Forum

Ms. Christine Tolbert, from the State Council on Developmental Disabilities (SCDD) Orange County Regional Office, reported that the recent CalABLE trainings on Special Needs Trusts and the Self-Determination Program are available at <https://www.treasurer.ca.gov/able/events/webinars/2021/index.asp>.

Ms. Tolbert also reported that the County of Orange Social Services Agency is hosting a webinar about public assistance benefits and services such as CalFresh, Medi-cal and General Relief on January 25, 2021.

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Ms. Angel Marshall from the SCDD's Orange County Regional Office said that the National Core Indicators (NCI) Quality Assessment Survey is now available in various languages via mail, in-person or online. Through the NCI survey, vital information is collected that will help improve services and supports for persons served. Ms. Marshall asked vendors to encourage persons served and their families to participate in this year's NCI survey. For more information visit www.scdd.ca.gov.

VIII. Adjournment

Ms. Bauer adjourned the meeting at 2:31 p.m.

The next VAC meeting is scheduled for February 8, 2022.

Recorder: Sandra Lomeli

**Regional Center of Orange County
Vendor Advisory Committee
February 8, 2022
Videoconference Minutes**

Members:

Adult Behavior Management Programs

Chair, Hector Navarro, absent

Co-Chair, Atrem Behmanesh, present

Adult Day Programs

Chair, Rick Perez, present (*joined at 2:05 p.m.*)

Co-Chair, Member Pending

Adult Family Home/Foster Family Agency

Chair, Katherine Gurney, present

Co-Chair, Mark Antenucci, absent

Behavior Services

Chair, Junie Lazo-Pearson, present

Co-Chair, Cindy Hebert, present

Community Care Facilities

Chair, Member Pending

Co-Chair, Member Pending

Early Intervention

Chair, Tiffany Bauer, absent

Co-Chair, Junie Lazo-Pearson, present

Habilitation

Chair, Jodean Hudson, present

Co-Chair, Tim Chervenak, present

Independent/Supported Living

Chair, Christine Molina, present

Co-Chair, Ana Sandoval, absent

Intermediate Care Facilities

Chair, Rich Mraule, absent

Co-Chair, Member Pending

Support Services/Allied Health

Chair, David Santana, present (*joined at 2:03 p.m.*)

Co-Chair, Andrew Velasco, present

Liaisons:

CalOptima

Liaison Pending, absent

Orange County Transit Authority

Melissa Mungia, present (*joined at 2:16 p.m.*)

Christina Blanco, absent

Board Members Present:

Marcell Bassett

Vendor Advisory Committee Minutes
February 8, 2022

RCOC Staff Present:

Larry Landauer, Executive Director
Bette Baber, Chief Financial Officer
Liliana Castillo, Accounting Manager
Arturo Cazares, Associate Director of Employment
Bonnie Ivers, Clinical Director
Jack Stanton, Associate Director of Housing
Keli Radford, Services and Supports Director
Marta Vasquez, Associate Finance Director
Sean Watson, Risk Management, QA Manager

Guest:

Erica Lazadli, Department of Developmental Services'
Assistant Chief, Quality Project Management

I. Call to Order

In Ms. Tiffany Bauer's absence, Ms. Junie Lazo-Pearson welcomed all attendees and called the videoconference meeting to order at 2:02 p.m.

II. RCOC Update

Mr. Larry Landauer reported on caseload and the growth in the number of children aged three to four who were determined eligible for Provisional Eligibility. Mr. Landauer also reported that the State Assembly Budget Subcommittee will meet on February 9, 2022. The subcommittee will discuss vendor rates and will allow public comments. Mr. Landauer encouraged vendors to call-in during the public comment portion to advocate for accelerated implementation of provider rate increases.

A. Status of Rate Information Required for Rate Increases Effective April 1, 2022

Ms. Marta Vasquez, RCOC's Associate of Finance, reported on the status of the information required by the Department of Developmental Services (DDS) to process rate increases effective April 1, 2022. Ms. Vasquez stated that if vendors do not provide the information required, their rates will not be effective April 1, 2022.

Ms. Marta Vasquez, RCOC's Associate Director of Finance, reminded vendors that the Electronic Visit Verification (EVV) requirement was effective January 1, 2022. Vendors subject to the EVV requirement should register for EVV updates, even if they are using a third party solution, at evv@dds.ca.gov.

III. DDS' Direct Support Professional (DSP) Workforce Survey, Spring 2022

Ms. Erica Lazaldi, DDS' Assistant Chief, Quality Project Management, presented DDS' upcoming Direct Support Professional (DSP) Workforce Survey. The survey will be released in April and must be completed by June 30, 2022. The purpose of the survey is to gather information for DDS regarding DSP turnover, wages, benefits, recruitment and retention.

IV. Subcommittee Chair and Co-Chair Selections

Mr. Jack Stanton reminded the Committee that new chairs and co-chairs must be identified by the end of May 2022 for the following subcommittees: Adult Day Programs, Behavior Services, Early Intervention, Intermediate Care Facilities (ICF) and Support Services/Allied Health. The VAC Chair will then present nominees to the Board of Directors for approval; if approved, their terms will commence on June 2, 2022, in accordance with the VAC Commission.

V. Board Report

Mr. Landauer reported that there was a Board of Directors' training on February 3, 2022.

VI. Peer Advisory Committee (PAC) Report

Mr. Jyusse Corey, RCOC's Peer Advocate, was not present and no report was provided.

VII. Liaison Reports

A. CalOptima – Liaison pending

No representative from CalOptima was present and no report was provided.

B. Orange County Transportation Authority (OCTA) – Melissa Mungia (present)

Ms. Melissa Mungia reminded the Committee that vendors must notify OCTA ten days prior to resuming in-person services. Ms. Mungia reminded vendors that until a subscription request is confirmed, all passenger trips must be booked through the call center.

VIII. Member Reports

A. Adult Behavior Management – Hector Navarro (absent)

B. Adult Day Programs – Rick Perez (present)

Mr. Rick Perez reported that they discussed the upcoming vendor rate increases and the potential for a strike by OCTA's coach operators.

C. Adult Family Home Agency/Foster Family Agency (AFHA/FFA) – Katherine Gurney (present)

Ms. Katherine Gurney reported that the subcommittee met and Ms. Erica Lazaldi from DDS presented the DSP Workforce Survey. The subcommittee also discussed the need for Personal Protective Equipment (PPE) and Covid-19 tests.

D. Behavior Services – Junie Lazo-Pearson (present)

Ms. Cindy Hebert reported that their subcommittee is scheduled to meet on March 10, 2022; they will discuss staffing shortages.

E. Community Care Facilities (CCF) – Member Pending

Mr. Stanton reported that the subcommittee did not meet; they continue to share information via email.

F. Early Intervention – Tiffany Bauer (absent)

In Ms. Bauer's absence, Ms. Lazo-Pearson reported that their subcommittee met and discussed staffing shortages and the possibility of make-up sessions.

G. Habilitation – Jodean Hudson (present)

Ms. Jodean Hudson reported that their subcommittee is scheduled to meet March 2022.

H. Independent Living/Supported Living (IL/SL) – Christine Molina (present)

Ms. Christine Molina reported that the subcommittee is scheduled to meet later in the day.

I. Intermediate Care Facilities (ICF) – Rich Mraule (absent)

In Mr. Rich Mraule's absence, Mr. Stanton reported that the subcommittee did not meet; they continue to share information via email.

J. Support Services/Allied Health – David Santana (present)

Mr. Andrew Velasco reported that the subcommittee met and discussed the COVID-19 facemask mandates. They also discussed the upcoming vendor rate increases.

IX. Community Forum

Ms. Christine Tolbert, from the State Council on Developmental Disabilities (SCDD) Orange County Regional Office, reported on SCDD's upcoming workshop on *Getting Back on Track: Addressing Learning Loss through the IEP Process* on March 1, 2022. To attend, register at <https://bit.ly/IEPLearningLoss>.

Ms. Mallorie Blair asked if Community Integration, Service Code 055, will be phased out. Mr. Arturo Cazares, RCOC's Associate Director of Employment, responded that 055 is a miscellaneous service code and DDS may realign services under it but no changes have been confirmed.

X. Adjournment

Ms. Lazo-Pearson adjourned the meeting at 2:37 p.m.

The next VAC meeting is scheduled for March 8, 2022.

Recorder: Sandra Lomelí

**Regional Center of Orange County
Peer Advisory Committee
January 19, 2022
Videoconference Minutes**

Committee Members Present: Sylvia Delgado, Chairperson
Kerri Adamic
Steven Gersten
Amy Jessee
Peter Kuo (*arrived at 3:09 p.m.*)

Committee Members Absent: Marcell Bassett
Jyusse Corey, Peer Advocate
Cheryl Day
Yvonne Kluttz
Fernando Peña

RCOC Staff Members Present: Larry Landauer, Executive Director
Sam Ho, Clinical Pharmacist
Sandra Lomeli, Clerk to the Board

Ms. Sylvia Delgado called the meeting to order at 3:05 p.m.

I. Welcome and Introductions

Ms. Delgado welcomed everyone to the Peer Advisory Committee (PAC) meeting and asked members and guests to introduce themselves.

II. RCOC's Peer Advocate Report

In Mr. Corey's absence, Ms. Sandra Lomeli, RCOC's Clerk to the Board, reported that CalABLE is hosting a free information webinar at 2:00 p.m. on January 26, 2022.

Ms. Lomeli also reported that the U.S. public can order free at-home, rapid COVID-19 tests from the website www.covidtests.gov. Orders will be limited to four tests per residential address.

III. Healthy Life, Happy Life Program

Dr. Sam Ho, RCOC's Consulting Pharmacist, gave a presentation on RCOC's *Healthy Life, Happy Life* program; a new class was launched virtually in January 2022. The new class will be divided into two phases: introductory and advanced. The introductory phase will be from January to June and will focus on basic topics such as physical activity and creating healthy habits. The advanced phase will run from September to November, will

be more in depth, focusing on chronic conditions such as diabetes, cholesterol and blood pressure.

IV. Community Forum

No community members were present at the meeting.

V. Next Scheduled Meeting

The next PAC meeting is scheduled for February 16, 2022.

The meeting was adjourned at 3:30 p.m.

Recorder: Sandra Lomelí

**Regional Center of Orange County
Peer Advisory Committee
February 16, 2022
Videoconference Minutes**

Committee Members Present: Sylvia Delgado, Chairperson
Kerri Adamic
Steven Gersten
Peter Kuo
Fernando Peña

Committee Members Absent: Marcell Bassett
Jyusse Corey, Peer Advocate
Cheryl Day
Amy Jessee
Yvonne Kluttz

Board Member Present: Chinh Nguyen

RCOC Staff Members Present: Larry Landauer, Executive Director
Paula Gray, Fair Hearings & Mediations Manager

Guest: Christine Tolbert, SCDD

Ms. Sylvia Delgado called the meeting to order at 3:03 p.m.

I. Welcome and Introductions

Ms. Delgado welcomed everyone to the Peer Advisory Committee (PAC) meeting and asked members and guests to introduce themselves.

II. RCOC's Peer Advocate Report

In Mr. Corey's absence, Ms. Delgado reported that CalABLE is hosting a free information webinar at 2:00 p.m. on March 23, 2022. For more information, visit www.ablenow.com.

Ms. Delgado also reported that the U.S. public can order free at-home, rapid COVID-19 tests from the website www.covidtests.gov. Initially, orders will be limited to four tests per residential address.

III. RCOC's Fair Hearing Process

Ms. Paula Gray, RCOC's Fair Hearings & Mediations Manager, gave a presentation on RCOC's Fair Hearing process.

IV. Community Forum

Ms. Christine Tolbert from the State Council on Developmental Orange County Regional Office reported that a Self-Determination Program workshop for self-advocates and families of persons served will be held at 4:00 p.m. on February 17, 2022. The workshop is limited to 50 individuals with a fee of \$20 per person. For more information, visit www.scdd.ca.gov.

V. Next Scheduled Meeting

The next PAC meeting is scheduled for March 16, 2022.

The meeting was adjourned at 3:28 p.m.

Recorder: Sandra Lomelí

**Regional Center of Orange County
Legislative and Community Awareness Committee
January 11, 2022
Videoconference Minutes**

Committee Members Present: Liza Krassner, Chairperson
Tiffany Bauer
Meena Chockalingam (*joined at 5:02 p.m.*)
Sandy Martin
Chinh Nguyen
John “Chip” Wright

Committee Members Absent: Hilda Mendez

RCOC Staff Members Present: Larry Landauer, Executive Director
Bette Baber, Chief Financial Officer
Jerrod Bonner, Information Technology Director
Bonnie Ivers, Clinical Director
Kathleen McFarlin, Manager, Family Support and
Community Outreach
Kaitlynn Truong, Cultural Specialist
Stacy Wong, Director of Human Resources

Guests: Linda Blankenship, Consultant
Anh Nguyen, Consultant

Ms. Liza Krassner called the meeting to order at 5:01 p.m.

I. Coronavirus Disease 2019 (COVID-19) Update

Mr. Larry Landauer reported that the number of positive cases are continuing to rise in Orange County and thus reinforcing the need for individuals to get the vaccine booster.

II. Virtual Spotlight Awards

Mr. Landauer reported that Ms. Michele Gile, who reports for both KCAL 9 and CBS 2, will host the virtual Spotlight Awards scheduled for Monday, May 2, 2022.

III. Public Relations

A. Dialogue

Ms. Linda Blankenship reported that the Winter issue of the *Dialogue* will focus on employment and social recreation. It will highlight the Board of Directors’ recognition of those persons served who had 30 plus years of employment. The issue will also showcase holiday events such as The Nutcracker at the Irvine Barclay Theatre, Wish Tree and ABC Channel 7’s Spark of Love.

B. News Media Outreach

Ms. Blankenship reported that some of the media outreach included coverage of an interview with Mr. Landauer in connection with the Irvine Barclay Theatre's *The Nutcracker*. The interview was posted online and ran in print, *Daily Pilot*, and on air, KTLA Channel 5 News.

RCOC continues its partnership with The Orange County Register, OC Register, to raise awareness of developmental milestones and the availability of developmental screenings. Ads ran in the OC Register in October 2021 and are scheduled to run in February and March 2022.

Ms. Blankenship also reported that the second of four episodes on the Ability Beast Talk podcast with Mr. Wayed Kabir, a person served by RCOC who hosts his own podcast, was posted on January 4, 2022. The podcast episode highlights RCOC's *Healthy Life, Happy Life* wellness program, featuring Dr. Bonnie Ivers, RCOC's Clinical Director, and Ms. Sylvia Delgado, RCOC Board member and person served, discussing nutrition, recipes, planning and cooking. These podcast episodes will be shared on RCOC's website and social media platforms to help spread the message to a broader audience.

C. RCOC Visual Identity Refresh

Ms. Blankenship reported that the team is working on a refreshed look for the *Dialogue*. The changes include keeping concise and relevant content with a more modern and accessible format. It will also include a broader visual identity with a digital-friendly logo, electronic letterhead and email signature.

D. Website Update

Ms. Anh Nguyen reported that RCOC's website will also be updated with a new look and redesigned for easier navigation.

E. Social Media

Ms. Nguyen shared that RCOC's media platforms continue to feature information on events and trainings from the Family Resource Center such as, Early Start *Fun Friday Facts*, Coffee Talks, RCOC employment opportunities and other regional center services.

IV. Legislative Outreach

A. ARCA Update

Ms. Krassner reported that the ARCA Board delegates met on October 19, 2021. Representatives from the Department of Developmental Services, including the Director, Ms. Nancy Bargmann, attended the meeting to answer questions from the ARCA Board delegates.

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Ms. Krassner also reported that the ARCA Academy training for Board members is looking at conservatorship as its next training topic.

The ARCA Board Delegates will meet on January 20, 2022.

B. Relationship Building with Delegation

Ms. Nguyen stated that she remains in contact with the legislative offices. Currently, state legislators await the results of redistricting. The new districts take effect with the June 2022 primaries and continue for the next decade. Redistricting happens once every 10 years, after every census, to ensure that each district has the same amount of people. Ms. Nguyen also mentioned that due to a decline in population, California lost one of its 53 U.S. House seats.

V. Community Outreach

A. Disparity-Focused Activities and Analytics

Ms. Keli Radford reported that RCOC promoted Ms. Alma Jocelyn Escobar from Service Coordinator to Resource Group Leader for Educational Resources. For persons served who are school age, Ms. Escobar will develop, coordinate and facilitate activities that result in increasing the access to, and effectiveness of, primary, secondary and higher education. Ms. Radford stated that RCOC hosted a meeting last month with the leaders of the Spanish-speaking parents support groups to hear about problems that Spanish-speaking parents may have with RCOC. RCOC plans to meet with this group again in February 2022.

B. POS Expenditure Issues

Ms. Keli Radford reported that RCOC submitted its POS Guidelines on Social Recreation Outreach to the Department of Developmental Services on December 15, 2022.

Mr. Landauer reported that RCOC's public meeting on Purchase of Service Expenditure Data will be on March 16, 2022.

VI. Community Forum

No community members were present at the meeting.

VII. Other

Mr. Landauer thanked Ms. Krassner for organizing another successful event with the Irvine Barclay Theatre. Persons served and their families look forward to attending an event that recognizes and welcomes their special needs.

Ms. Krassner thanked Dr. Ivers and her team for providing the Irvine Barclay Theatre staff with a one-hour training on how to interact with people with developmental disabilities. Ms. Krassner also thanked Ms. McFarlin and her team for their hands-on support to persons

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served and their families on the day of the event. The Irvine Barclay Theatre staff truly appreciated the support that RCOC provided to ensure that this event was successful.

Ms. Krassner adjourned the meeting at 5:53 p.m.

Recorder: Sandra Lomelí