



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

Date: **Thursday, May 4, 2023**

Time: **6:00 p.m. – 7:30 p.m.**

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

<b>I.</b>	<b>Closed Session (Board Members Only)</b>		
	A.	W&I Code §4663 and §4664	David M. Lester, Esq.
<b>II.</b>	<b>Recess</b>		
<b>III.</b>	<b>General Session</b>		
	A.	Pledge of Allegiance/Reading of RCOC's Mission and Vision Statement	John "Chip" Wright
	B.	Community Forum for Agenda Items Only****	John "Chip" Wright
	C.	Budget and Finance Committee	Sandy Martin
	D.	Consent Calendar*	John "Chip" Wright
		<ol style="list-style-type: none"> <li>1. Approval of Board of Directors' Minutes for March 2, 2023**</li> <li>2. Budget and Finance Committee**               <ol style="list-style-type: none"> <li>a. Approval of Monthly Sufficiency of Allocation Report, February 2023**</li> <li>b. Approval of Monthly Sufficiency of Allocation Report, March 2023**</li> <li>c. Approval of Budget Amendment B-6, Fiscal Year 2020-21**</li> <li>d. Approval of Line of Credit for Fiscal Year 2022-23**</li> <li>e. Approval of CalPERS Requirement for a Publicly Available Pay Schedule Effective May 15, 2023**</li> <li>f. Review of Draft Form 990, Return of Organization Exempt from Income Tax for the Year Ended June 30, 2022</li> <li>g. Approval of Budget Amendment</li> </ol> </li> </ol>	
	E.	Executive Director's Report	Larry Landauer
		<ol style="list-style-type: none"> <li>1. Recognition of Persons' Served Employment Longevity</li> <li>2. Operations Report – February 2023**</li> <li>3. Operations Report – March 2023**</li> <li>4. Performance Contract Report – February 2023**</li> <li>5. Performance Contract Report – March 2023**</li> <li>6. Employment Update</li> <li>7. Housing Update</li> <li>8. Health and Wellness Update</li> </ol>	Arturo Cazares Jack Stanton Bonnie Ivers
	F.	Executive Committee	John "Chip" Wright
	G.	Board Recruitment and Training Committee**	John "Chip" Wright
	H.	Policies and Outcomes Committee**	Cliff Amsden
		<ol style="list-style-type: none"> <li>1. Approval of Revisions to the Policies on Governance**</li> <li>2. Policy on Executive Performance and Monitoring**</li> <li>3. Executive Limitations Policy**</li> <li>4. Communications Policy**</li> </ol>	
	I.	Vendor Advisory Committee**	Rick Perez
		1. Approval of Vendor Advisory Committee Members**	
	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
<b>IV.</b>		<b>Adjournment</b>	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 Minutes  
March 2, 2023**

**Board Members Present:** Meena Chockalingam (*joined virtually*)  
(Members in-person, unless otherwise noted) Sylvia Delgado  
Frances Hernandez (*joined virtually*)  
Amy Jessee  
Sandy Martin  
Hilda Mendez  
Chinh Nguyen  
Fernando Peña

**Board Members Absent:** John “Chip” Wright, Chairperson  
Cliff Amsden  
Yvonne Kluttz  
Liza Krassner  
Rick Perez

**Corporate Counsel Present:** David Lester, Esq.

**I. General Session**

In Mr. Chip Wright’s and Mr. Cliff Amsden’s absence, Ms. Sandy Martin called the meeting to order at 6:02 p.m.

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

Ms. Amy Jessee led attendees in a recitation of the Pledge of Allegiance.  
Ms. Sylvia Delgado read RCOC’s Mission and Vision Statement.

**B. Community Forum for Agenda Items Only**

There were no speakers for community forum.

**C. Budget and Finance Committee**

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

**D. Consent Calendar**

1. Approval of Board of Directors’ Minutes for January 12, 2023
2. Budget and Finance Committee
  - a. Approval of Monthly Sufficiency of Allocation Report, December 2022

- b. Approval of Monthly Sufficiency of Allocation Report, January 2023
- c. Approval of Budget Amendment C-4, Fiscal Year 2021-22

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

**E. Executive Director's Report**

1. Recognition of Persons' Served Employment Longevity

The Board of Directors honored four persons served who have worked for the same employer for 23 or more years with a Certificate of Recognition.

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

- *California Budget.* Mr. Landauer reported on the State Assembly's Committee on Budget, Subcommittee 1 on Health and Human Services, which held its first hearing on February 22, 2023. Mr. Landauer also reviewed the Association of Regional Center Agencies' (ARCA's) summary of the Governor's Budget for Fiscal Year 2023-24, which is also available on RCOC's website.
- *Coordinated Family Support Services (CFS).* Mr. Landauer reported that the Department of Developmental Services (DDS) launched the Coordinated Family Support Services pilot program, effective January 1, 2023. The pilot program was designed for persons served, who choose to reside in the family home, receive support services that are tailored to their needs and are respectful of the family's language, and culture. Mr. Landauer stated that this pilot program has received great interest from families but there are currently no CFS vendors. Once vendors become available, referrals will be sent to interested families.
- *Fair Hearing Process.* Ms. Christy Petteruto, RCOC's General Counsel, reported that changes to the Fair Hearing process were included in the State's Budget Trailer Bill, SB 188, which amended sections of the appeals process effective March 1, 2023. Some of the changes include:
  - The Fair Hearing Process has been changed to the Appeals Process.
  - A regional center attorney may not be present at any stage in the appeals process unless the person served is represented by an attorney.
  - Regional centers are required to participate if a person served requests an informal meeting and/or mediation.
  - An Administrative Law Judge will issue the final decision unless the Director of DDS chooses to review certain cases and issue the final decision. The Director currently has chosen to review cases on Coordinated Family Support Services, Self-Determination Program and services outside of California.

*RCOC Board of Directors' Meeting Minutes*  
*March 2, 2023*

- *Home and Community-Based Services (HCBS) Final Rule.* Mr. Landauer reported that the HCBS Final Rule deadline is March 17, 2023. Providers must have supporting documentation to substantiate compliance with the Final Rule requirements that are not included in California's Corrective Action Plan.
- *Purchase of Service (POS) Expenditures for Fiscal Year 2022-23.* Mr. Landauer reported that there is a projected surplus statewide.
- *Person Centered Thinking (PCT).* Mr. Landauer reported that approximately 97% of the Individual Program Plans (IPPs) for Lanterman cases are in the PCT format. RCOC is also providing PCT trainings for new staff and refresher courses for staff who were already trained in PCT.
- *Employment.* Mr. Arturo Cazares, RCOC's Director of Community Services, reported on preliminary employment data collected during IPP meetings. The purpose of the data is to identify persons served who are interested in obtaining employment and assisting them with skill development to improve the likelihood of employment. For those who are currently employed, the data collected is used to determine their satisfaction.
- *Housing.* In Mr. Jack Stanton's absence, Ms. Theresa Ta, RCOC's Manager of Safety Net and Resource Development, reported that RCOC continues its efforts to develop affordable housing in Costa Mesa and Irvine.

Ms. Ta also reported on preliminary housing data collected during IPP meetings. The data is used to determine person served satisfaction with their current living situation. If needed, RCOC will explore other living options to improve their satisfaction. Ms. Ta stated that over time, the data will determine which types and locations of housing are most preferred by persons served.

- *Legislative and Community Awareness (LCA).* Mr. Landauer reported that Dr. Bonnie Ivers, RCOC's Clinical Director, and Mr. Cazares are collaborating with Cypress College to speak to psychology students about RCOC's services and potential career opportunities in the developmental disabilities field. Mr. Landauer also reported that RCOC is in the process of scheduling virtual meetings with state legislators and their staff to inform them about the regional center system and the need to increase vendor rates.
- *Health and Wellness.* Dr. Ivers reported on preliminary health and wellness satisfaction data collected during IPP meetings. This data will help RCOC determine what resources it can provide to help persons served improve their health and achieve their health and wellness goals.
- *RCOC News.* Mr. Landauer reported that vendor staffing shortages continue due to low vendor rates.

***RCOC Board of Directors' Meeting Minutes***  
***March 2, 2023***

Mr. Cazares provided an update on Elwyn California's closure and Westview Services' decision to eliminate site-based services and provide only Tailored Day Services. RCOC continues to work with other day program vendors to ensure that persons served have a day program.

Mr. Cazares also reported that Alternative Services ended on December 31, 2022, and providers are transitioning back to pre-COVID traditional services. Service providers are trying to hire staff so that programs can return to traditional in-person services.

Mr. Landauer reported that he and his staff continue to work with the Hispanic families group to address their concerns. The first two meetings with the Hispanic families group were held on November 10, 2022 and February 22, 2023. A follow-up meeting will be scheduled for April 2023.

- *AB 637 Proposal.* Mr. Landauer reported that RCOC submitted an AB 637 waiver request to allow families to use a Financial Management Service (FMS) instead of purchase reimbursement when a preferred social/recreation, camp or non-medical therapy provider is not vendored with RCOC.
- *Virtual Chart.* Mr. Landauer reported that RCOC is using its Virtual Chart software system to empower service coordinators by assisting them in making service related decisions independent of the need for additional review by management as they work with persons served and their families.
- *Self-Determination Program (SDP).* Mr. Landauer reported that the SDP Local Advisory Committee last met on February 27, 2023.
- *RCOC's Expenditure Data Public Meeting.* Mr. Landauer reported that RCOC will host its annual Purchase of Service Expenditure Data public meeting virtually on March 8, 2023.
- *2023 Spotlight Awards.* Ms. Minaya Wright from Integrity House invited everyone to attend the Spotlight Awards, which will be held at the Spring Field Banquet Center in Fullerton on April 20, 2023, from 5:30 to 10:00 p.m.

**F. Executive Committee**

Ms. Martin reported that the Committee met on February 21, 2023; the next meeting is scheduled for March 20, 2023.

**G. Board Recruitment and Training Committee**

Ms. Martin reported that the Committee met on February 13, 2023. The committee reviewed the Board composition and discussed recruitment efforts.

***RCOC Board of Directors' Meeting Minutes  
March 2, 2023***

Ms. Martin presented the following agenda items from the Board Recruitment and Training Committee for approval.

1. Approval of Board Membership for Bruce Hall for a One-Year Term Commencing April 1, 2023 and Ending March 31, 2024

***M/S/C to approve Board Membership for Bruce Hall for a One-Year Term Commencing April 1, 2023 and Ending March 31, 2024, as recommended***

2. Approval of Board Membership for Jacqueline Nguyen for a One-Year Term Commencing April 1, 2023 and Ending March 31, 2024

***M/S/C to approve Board Membership for Jacqueline Nguyen for a One-Year Term Commencing April 1, 2023 and Ending March 31, 2024, as recommended***

The next Committee meeting is scheduled for April 10, 2023.

#### **H. Policies and Outcomes Committee**

In Mr. Cliff Amsden's absence, Ms. Meena Chockalingam reported that the Committee met on February 21, 2023, and reviewed the Executive Leadership Succession Policy, Document Retention and Destruction Policy and the Policy on Background Check Requirements for Providers. Revisions were proposed for the Executive Leadership Succession Policy; no revisions were proposed for the Document Retention and Destruction Policy and the Policy on Background Check Requirements for Providers.

Mr. Amsden presented revisions to the Executive Leadership Succession Policy, as recommended by the Policies and Outcomes Committee.

1. Approval of Revisions to the Executive Leadership Succession Policy

***M/S/C to approve revisions to the Executive Leadership Succession Policy as recommended***

The next Committee meeting is scheduled for April 17, 2023.

#### **I. Vendor Advisory Committee**

In Mr. Rick Perez's absence, Mr. Landauer reported that the Committee met on January 10, 2023 and February 14, 2023, to discuss continuing staffing challenges and the upcoming Direct Support Survey.

The next Committee meeting is scheduled for March 14, 2023.

#### **J. Peer Advisory Committee**

Ms. Sylvia Delgado reported that the Committee last met on February 15, 2023.

***RCOC Board of Directors' Meeting Minutes***  
***March 2, 2023***

Ms. Theresa Ta, RCOC's Manager on Safety Net and Resource Development, presented the AB 637 Proposal submitted to DDS on February 3, 2023.

The next Committee meeting is scheduled for March 15, 2023.

**K. Legislative and Community Awareness Report**

In Ms. Liza Krassner's absence, Mr. Landauer reported that the Committee met on January 10, 2023; the next meeting is scheduled for April 11, 2023.

**L. ARCA Report**

Mr. Landauer reported that ARCA's Board of Directors have developed their strategic plan that includes advocating for the development of housing units on Shannon's Mountain, 22 acres of land at Fairview Developmental Center to be set aside for persons served by the regional center.

**M. Community Forum**

RCOC received several comments and questions during community forum. Mr. Landauer said that staff will respond to the comments and questions.

**N. Chairperson's Report**

Ms. Martin reminded Board members that the next Board training will be held on April 6, 2023. Ms. Martin also reminded everyone to purchase their tickets for RCOC's Spotlight Awards on April 20, 2023.

**II. Adjournment**

Ms. Martin adjourned the meeting at 7:13 p.m.

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Sylvia Delgado, Secretary

*Recorder: Sandra Lomeli*



**Regional Center of Orange County  
Budget & Finance Committee  
Meeting Minutes  
March 2, 2023**

**Committee Members Present:** Sandy Martin  
Amy Jessee  
Fernando Peña

**Committee Members Absent:** Cliff Amsden  
John “Chip” Wright

**RCOC Staff Present:** Larry Landauer, Executive Director  
Bette Baber, Chief Financial Officer  
Liliana Castillo, Accounting Manager  
Arturo Cazares, Director of Community Services  
Nancy Franco, Accounting Manager – OPS/POS  
Dr. Bonnie Ivers, Clinical Director  
Raudel Perez, Administrator  
Christina Petteruto, General Counsel  
Keli Radford, Director of Services and Supports  
Marta Vasquez, Finance Director  
Stacy Wong, Human Resources Director

The meeting was called to order at 4:35 p.m.

1. Approval of Monthly Sufficiency of Allocation Reports, December 2022 and January 2023

Ms. Marta Vasquez reported that RCOC is projecting a surplus of \$49.7 million, an increase of \$4.7 million over the prior projection. The surplus will be \$57.4 million if all \$7.7 million of the State Plan Amendment receivables are paid.

2. Approval of Budget Amendment C-4, Fiscal Year 2021-22

Ms. Vasquez reported that the Department of Developmental Services allocated additional funds for Operations and Purchase of Service and reduced the allocation for the Community Placement Program (CPP), which resulted in an overall increase of \$6.1 million.

M/S/C to approve the monthly SOARs and budget amendment.

The meeting adjourned at 4:40 p.m.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

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ACTION   X    
ACTION/CONSENT         
DISCUSSION         
INFO ONLY       

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DATE: May 4, 2023  
TO: Board of Directors  
FROM: Budget and Finance Committee  
SUBJECT: **Approval of Monthly Sufficiency of Allocation Report, February 2023**

BACKGROUND:

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

REASON FOR CURRENT ITEM:

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

FISCAL IMPACT:

None.

RECOMMENDATION:

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

REGIONAL CENTER OF ORANGE COUNTY

MEMORANDUM

Date: May 4, 2023  
To: Board of Directors  
From: Budget and Finance Committee  
Subject: Highlights – February 2023 Sufficiency of Allocation Report (SOAR)

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Purchase of Services (POS)

RCOC is projecting a surplus of \$56.2 million, an increase of \$6.5 million over the prior projection. RCOC's surplus will be \$63.9 million if all \$7.7 million of the State Plan Amendment receivables are paid.

As reported previously, RCOC's allocation of \$616.3 million is significantly higher than the \$474.8 million that RCOC expended last year. Most vendors received a 25% increase effective January 1, 2023. Some vendors received an increase due to the minimum wage increase effective January 1, 2023. The transition from Alternative Services, which ended on December 31, 2022, to traditional in-person services continues. While it is still too early to predict how successful that transition will be, the number of day program authorizations has not returned to pre-pandemic levels.

Year to date, RCOC's caseload increased by 907 persons for an annualized caseload growth of 5.1%; the regional center system increased by 18,814 persons for an annualized caseload growth of 6.6%.

Operations

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

**Monthly Sufficiency of Allocation Report  
As of February 28, 2023**

	A	B	C	D	E	F	G	H
PURCHASE OF SERVICE	D-1 ALLOCATION	ACTUAL SPENT YEAR TO DATE	PROJECTED EXPENDITURES AT "RUN RATE"	SOAR	VARIANCE			
				PROJECTED EXPENDITURES (04/10/2023)	(column A-D)/A %	(column A-D) AMOUNT YEAR TO DATE	CHANGE FROM PRIOR MO. REPORTED	SPENT PRIOR YEAR
(1) Licensed Residential Care	\$191,021,390	\$115,845,985	\$175,097,511	\$187,189,382	2%	\$3,832,008	\$0	\$156,318,277
(2) Day Care	2,170,036	801,855	1,736,549	1,925,148	11%	\$244,888	\$0	1,476,590
(3) Day Training	99,060,248	38,899,580	60,961,179	75,146,624	24%	\$23,913,624	\$6,545,680	57,606,304
(4) Habilitation	11,028,158	5,398,429	8,588,788	9,279,755	16%	\$1,748,403	\$0	8,225,568
(5) Transportation	12,640,564	4,707,190	12,098,851	12,170,581	4%	\$469,983	\$0	7,239,300
(6) Respite	49,772,721	25,520,606	43,414,909	45,847,334	8%	\$3,925,387	\$0	42,195,039
(7) Supported Living	59,153,073	33,014,495	50,140,865	54,141,271	8%	\$5,011,802	\$0	48,180,440
(8) Non-medical	27,084,546	14,084,970	21,916,389	22,619,751	16%	\$4,464,795	\$0	17,799,489
(9) Medical	11,264,620	5,146,428	7,869,509	9,703,646	14%	\$1,560,974	\$0	6,501,276
(10) Other	109,922,751	63,669,387	99,379,546	104,030,916	5%	\$5,891,835	\$0	97,085,784
(11) Early Start (Age 0-3)	43,083,317	22,364,371	34,994,777	37,877,529	12%	\$5,205,788	\$0	32,211,177
(12) Community Placement Plan	100,000	0		0	n/a	n/a	n/a	
(13) Purchase of Service Total	<u>616,301,424</u>	<u>329,453,296</u>	<u>516,198,872</u>	<u>559,931,937</u>	<u>9%</u>	<u>56,269,487</u>	<u>6,545,680</u>	<u>474,839,244</u>
<u>OPERATIONS</u>						\$63,962,902	* If all SPA receivables are paid.	
(14) Operating Expense (Gross)	8,750,000	4,985,374	7,478,061	8,750,000	0%	0	0	6,475,130
(15) Less Interest Income and SPA Fees	-150,000	-442,587	-663,881	-150,000	0%	0	0	-156,236
(16) Operating Expense (Net)	<u>8,600,000</u>	<u>4,542,787</u>	<u>6,814,180</u>	<u>8,600,000</u>	<u>0%</u>	<u>0</u>	<u>0</u>	<u>6,318,894</u>
(17) Personal Services	55,046,962	28,247,183	42,370,774	55,046,962	0%	0	0	38,033,273
(18) Family Resource Center/Services	269,299	125,487	188,231	269,299	0%	0	0	229,139
(19) Operations Total	<u>63,916,261</u>	<u>32,915,457</u>	<u>49,373,185</u>	<u>63,916,261</u>	<u>0%</u>	<u>0</u>	<u>0</u>	<u>44,581,306</u>
(20) Total	<u>\$680,217,685</u>	<u>\$362,368,753</u>	<u>\$565,572,057</u>	<u>\$623,848,198</u>	<u>0%</u>	<u>\$56,269,487</u>	<u>\$6,545,680</u>	<u>\$519,420,550</u>

\* State Plan Amendment (SPA). Regional centers pay the Day Program and Transportation expenditures for persons who live in Intermediate Care Facilities (ICFs); DDS pays ICFs; ICFs pay regional centers.  
 \*\* Due to later payment dates, the Spent Year to Date amount (column B) for line items 5 through 10 is approximately one month less than expenditures for Residential Care and Day Training.

STATEMENT OF ASSETS, LIABILITIES AND FUND BALANCES  
AS OF FEBRUARY 28, 2023

ASSETS	GENERAL FUND	CUSTODIAL FUND
CURRENT ASSETS		
Petty cash	\$300.00	
Checking	98,841,072.74	\$98,661.36
Savings	5,905.10	
Money market	0.00	
Payroll	348,657.55	
Donations	207,336.67	
Unemployment	837,690.68	
Certificate of deposit	0.00	
	-----	-----
Total current assets	100,240,962.74	98,661.36
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RECEIVABLES		
State claim	92,267,918.29	
Client support revenue	42,453.60	6,583.13
Due from State - prior years	6,219,821.36	
Due from ICF - ICF Supplemental Services	5,168,882.16	
	-----	-----
Total receivables	103,699,075.41	6,583.13
	-----	-----
PREPAID ITEMS		
Deposits	293,582.86	
Prepaid expense	0.00	
	-----	-----
Total prepaid items	293,582.86	0.00
	-----	-----
OTHER ASSETS		
Tenant improvements	303,163.76	
Building acquisition	63,613.98	
	-----	-----
Total other assets	366,777.74	0.00
	-----	-----
TOTAL ASSETS	\$204,600,398.75	\$105,244.49
	=====	=====
LIABILITIES AND FUND BALANCES		
LIABILITIES		
Accounts payable	\$29,025,589.78	\$42,453.60
Due to State - ICF Supplemental Services	52,522.57	
Loans payable	0.00	
Cash advance	174,479,032.84	
Unemployment insurance	835,916.89	
	-----	-----
Total liabilities	204,393,062.08	42,453.60
	-----	-----
FUND BALANCES		
General		
Donations	207,336.67	
Custodial		62,790.89
	-----	-----
TOTAL LIABILITIES AND FUND BALANCES	\$204,600,398.75	\$105,244.49
	=====	=====

REGIONAL CENTER OF ORANGE COUNTY  
BRIAN'S FUND  
FEBRUARY 28, 2023

Beginning Balance		\$207,336.67
Donations	\$0.00	
Loan Payments	0.00	
Interest	0.00	
Disbursements	<u>0.00</u>	
Net Increase (Decrease)		<u>0.00</u>
Ending Balance		<u><u>\$207,336.67</u></u>

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

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ACTION   X    
ACTION/CONSENT         
DISCUSSION         
INFO ONLY       

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DATE: May 4, 2023  
TO: Board of Directors  
FROM: Budget and Finance Committee  
SUBJECT: **Approval of Monthly Sufficiency of Allocation Report, March 2023**

BACKGROUND:

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

REASON FOR CURRENT ITEM:

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

FISCAL IMPACT:

None.

RECOMMENDATION:

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

REGIONAL CENTER OF ORANGE COUNTY

MEMORANDUM

Date: May 4, 2023  
To: Board of Directors  
From: Budget and Finance Committee  
Subject: Highlights – March 2023 Sufficiency of Allocation Report (SOAR)

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Purchase of Services (POS)

RCOC is projecting a surplus of \$56.2 million, an increase of \$6.5 million over the prior projection. RCOC's surplus will be \$63.9 million if all \$7.7 million of the State Plan Amendment receivables are paid.

As reported previously, RCOC's allocation of \$616.3 million is significantly higher than the \$474.8 million that RCOC expended last year. Most vendors received a 25% increase effective January 1, 2023. Some vendors received an increase due to the minimum wage increase effective January 1, 2023. The transition from Alternative Services, which ended on December 31, 2022, to traditional in-person services continues. While it is still too early to predict how successful that transition will be, the number of day program authorizations has not returned to pre-pandemic levels.

Year to date, RCOC's caseload increased by 907 persons for an annualized caseload growth of 5.1%; the regional center system increased by 18,814 persons for an annualized caseload growth of 6.6%.

Operations

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



**Monthly Sufficiency of Allocation Report  
As of March 31, 2023**

	A	B	C	D	E	F	G	H
		ACTUAL	PROJECTED	SOAR	VARIANCE			
	D-1	SPENT	EXPENDITURES	PROJECTED	(column A-D)/A	(column A-D)	CHANGE	SPENT
PURCHASE OF SERVICE	ALLOCATION	YEAR TO DATE	AT "RUN RATE"	EXPENDITURES	%	AMOUNT	FROM PRIOR	PRIOR YEAR
				(04/10/2023)	YEAR TO DATE	MO. REPORTED		
(1) Licensed Residential Care	\$191,021,390	\$128,778,473	\$175,459,380	\$187,189,382	2%	\$3,832,008	\$0	\$156,318,277
(2) Day Care	2,170,036	863,802	1,744,327	1,925,148	11%	\$244,888	\$0	1,476,590
(3) Day Training	99,060,248	43,414,171	61,407,432	75,146,624	24%	\$23,913,624	\$6,545,680	57,606,304
(4) Habilitation	11,028,158	5,531,212	8,606,661	9,279,755	16%	\$1,748,403	\$0	8,225,568
(5) Transportation	12,640,564	4,843,302	12,071,630	12,170,581	4%	\$469,983	\$0	7,239,300
(6) Respite	49,772,721	25,547,409	43,460,506	45,847,334	8%	\$3,925,387	\$0	42,195,039
(7) Supported Living	59,153,073	37,406,565	50,479,623	54,141,271	8%	\$5,011,802	\$0	48,180,440
(8) Non-medical	27,084,546	15,357,988	21,812,547	22,619,751	16%	\$4,464,795	\$0	17,799,489
(9) Medical	11,264,620	5,751,395	7,944,825	9,703,646	14%	\$1,560,974	\$0	6,501,276
(10) Other	109,922,751	63,976,337	100,546,334	104,030,916	5%	\$5,891,835	\$0	97,085,784
(11) Early Start (Age 0-3)	43,083,317	24,766,951	35,066,480	37,877,529	12%	\$5,205,788	\$0	32,211,177
(12) Community Placement Plan	100,000	0		0	n/a	n/a	n/a	
(13) Purchase of Service Total	616,301,424	356,237,605	518,599,744	559,931,937	9%	56,269,487	6,545,680	474,839,244
<b>OPERATIONS</b>						\$63,962,902	* If all SPA receivables are paid.	
(14) Operating Expense (Gross)	8,750,000	5,525,652	7,367,536	8,750,000	0%	0	0	6,475,130
(15) Less Interest Income and SPA Fees	-150,000	-555,156	-740,208	-150,000	0%	0	0	-156,236
(16) Operating Expense (Net)	8,600,000	4,970,496	6,627,328	8,600,000	0%	0	0	6,318,894
(17) Personal Services	55,046,962	31,582,815	42,110,419	55,046,962	0%	0	0	38,033,273
(18) Family Resource Center/Services	269,299	146,540	195,387	269,299	0%	0	0	229,139
(19) Operations Total	63,916,261	36,699,850	48,933,134	63,916,261	0%	0	0	44,581,306
(20) Total	\$680,217,685	\$392,937,455	\$567,532,878	\$623,848,198	0%	\$56,269,487	\$6,545,680	\$519,420,550

\* 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 MARCH 31, 2023

ASSETS	GENERAL FUND	CUSTODIAL FUND
CURRENT ASSETS		
Petty cash	\$300.00	
Checking	93,794,207.16	\$95,315.83
Savings	4,331.26	
Money market	0.00	
Payroll	350,123.69	
Donations	206,922.37	
Unemployment	837,868.53	
Certificate of deposit	0.00	
	-----	-----
Total current assets	95,193,753.01	95,315.83
	-----	-----
RECEIVABLES		
State claim	96,555,989.50	
Client support revenue	31,191.29	2,588.06
Due from State - prior years	7,109,943.20	
Due from ICF - ICF Supplemental Services	5,722,705.53	
	-----	-----
Total receivables	109,419,829.52	2,588.06
	-----	-----
PREPAID ITEMS		
Deposits	293,582.86	
Prepaid expense	0.00	
	-----	-----
Total prepaid items	293,582.86	0.00
	-----	-----
OTHER ASSETS		
Tenant improvements	303,163.76	
Building acquisition	63,613.98	
	-----	-----
Total other assets	366,777.74	0.00
	-----	-----
TOTAL ASSETS	\$205,273,943.13	\$97,903.89
	=====	=====
LIABILITIES AND FUND BALANCES		
LIABILITIES		
Accounts payable	\$29,699,370.61	\$31,191.29
Due to State - ICF Supplemental Services	52,522.57	
Loans payable	0.00	
Cash advance	174,479,032.84	
Unemployment insurance	836,094.74	
	-----	-----
Total liabilities	205,067,020.76	31,191.29
	-----	-----
FUND BALANCES		
General		
Donations	206,922.37	
Custodial		66,712.60
	-----	-----
TOTAL LIABILITIES AND FUND BALANCES	\$205,273,943.13	\$97,903.89
	=====	=====

REGIONAL CENTER OF ORANGE COUNTY  
BRIAN'S FUND  
MARCH 31, 2023

Beginning Balance		\$207,336.67
Donations	\$0.00	
Loan Payments	0.00	
Interest	129.70	
Disbursements:		
Security Deposit	<u>-544.00</u>	
Net Increase (Decrease)		<u>-414.30</u>
Ending Balance		<u><u>\$206,922.37</u></u>

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

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ACTION   X    
ACTION/CONSENT         
DISCUSSION         
INFO ONLY       

---

DATE: May 4, 2023  
TO: Board of Directors  
FROM: Budget and Finance Committee  
SUBJECT: **Approval of Budget Amendment B-6, 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 has reduced the allocation for the Community Placement Program (CPP).

FISCAL IMPACT:

Purchase of Services for CPP Start-up.....	\$303,097
Purchase of Services for CPP Placement.....	(\$355,083)
Total .....	\$(51,986)

RECOMMENDATION:

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

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER

HD199014B

AMENDMENT NUMBER

6

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:

\$536,105,859.00

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) Section 8 of Article I is amended to read as follows: "8. The total amount payable under this contract agreement shall not exceed \$536,105,859.00 for Fiscal Year 20/21 as reflected on page 1 of this contract."

B) This amendment replaces in its entirety Attachment A of Regional Center Contract Language Fiscal Year 19/20, Contract Budget Summary, with Attachment A of Regional Center Contract Language Fiscal Year 20/21, Contract Budget Summary, attached hereto.

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

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

AGREEMENT NUMBER HD199014B	AMENDMENT NUMBER 6	Purchasing Authority Number
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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 74 PAGES

**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)

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

---

ACTION   X    
ACTION/CONSENT         
DISCUSSION         
INFO ONLY       

---

DATE: May 4, 2023  
TO: Board of Directors  
FROM: Budget and Finance Committee  
SUBJECT: **Approval of Line of Credit for Fiscal Year 2022-23**

BACKGROUND:

Last year's line of credit commitment from Union Bank was for \$44,500,000, which was available for drawing from April 1, 2022 to September 30, 2022. On December 1, 2022, Union Bank was sold to U.S. Bank. U.S. Bank continued the line of credit commitment at \$44,500,000, at its reference rate (currently 8%); and the term is from June 1, 2023 to August 31, 2023.

U.S. Bank is not charging a commitment fee for the line of credit.

REASON FOR CURRENT ITEM:

The Department of Developmental Services (DDS) plans to pay the first two preliminary advances for fiscal year 2023-24 on Monday, July 17, 2023. However, if DDS delays these payments RCOC may need to draw on the line in order to continue operations and payments to providers.

FISCAL IMPACT:

If RCOC borrowed \$15 million for 15 days, the interest expense would be approximately \$50,000 at the current interest rate of 8%. 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 (REVOLVING LOAN FACILITY) (this “*Agreement*”) is dated as of June 1, 2023 (the “*Closing Date*”), and is between REGIONAL CENTER OF ORANGE COUNTY, INC., a California non-profit corporation (the “*Borrower*”) and U.S. BANK NATIONAL ASSOCIATION (together with its successors and assigns, 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 June 1, 2023, through August 31, 2023 (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. RESERVED.

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: U.S. Bank, Government Banking WIP Account, Routing No.: 042000013, Account No.: 2519956 2160600, 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, 2022, 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, its Subsidiaries and their respective directors, officers, and employees and, to the knowledge of the Borrower, the agents of the Borrower and its Subsidiaries are in compliance with Anti-Corruption Laws and all applicable Sanctions in all material respects. The Borrower and its Subsidiaries have implemented and maintain in effect policies and procedures designed to ensure compliance with Anti-Corruption Laws and applicable Sanctions. None of the Borrower, any of its Subsidiaries or any director, officer, employee, agent or affiliate of the Borrower or any of its Subsidiaries is an individual or entity that is, or is 50% or more owned (individually or in the aggregate, directly or indirectly) or controlled by individuals or entities (including any agency, political subdivision or instrumentality of any government) that are (a) the target of any Sanctions or (b) located, organized or resident in a country or territory that is the subject of Sanctions;

(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;

(vi) 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 the Lender, and substantially all its deposit accounts with the Lender 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) (i) (A) comply with all Laws (including, without limitation, environmental laws, Health Care Laws, Anti-Corruption Laws and applicable Sanctions) applicable to it and its property, and (B) perform in all material respects its obligations under material agreements to which it is a party except, in each case, 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;

(ii) (A) maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions; and (B) not use or allow any tenants or subtenants to use, or permit any Subsidiary to use or allow any tenants or subtenants to use, its property for any business activity that violates any applicable federal or state law or that supports a business that violates any federal or state law;

(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, (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, (iii) directly or indirectly, use the proceeds of the Loans, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws or (B)(1) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions, or (2) in any other manner that would result in a violation of Sanctions by any Person (including any Person participating in the Loans, whether as Lender, underwriter, advisor, investor, or otherwise);

(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;

(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; and

(r) provide, and shall cause each Subsidiary to provide, such information and take such actions as are reasonably requested by the Lender in order to assist the Lender in maintaining compliance with anti-money laundering laws and regulations.

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) or 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 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.

*"Anti-Corruption Laws"* means the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder, and any other anti-corruption law applicable to the Borrower and its Subsidiaries.

*"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 Lender (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.

*“OFAC”* means the U.S. Department of the Treasury’s Office of Foreign Assets Control, and any successor thereto.

*“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)), as amended from time to time, and any successor statute.

*“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 [U.S. Bank National Association, DDA Number \_\_\_\_\_, CDL Number \_\_\_\_\_, Fed ABA Number \_\_\_\_\_, DDA Account Name: Redwood Coast Regional Center].<sup>1</sup>

*“Reference Rate”* the rate of interest per annum publicly announced from time to time by the Lender as its *“reference rate”* or *“prime rate”* in effect at its office in New York, New York. 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.

*“Sanctions”* means sanctions administered or enforced from time to time by the U.S. government, including those administered by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union, His Majesty’s Treasury or other relevant sanctions authority.

*“Subsidiary”* of a Person means (i) any corporation more than 50% of the outstanding securities having ordinary voting power of which shall at the time be owned or controlled, directly or indirectly, by such Person or by one or more of its Subsidiaries or by such Person and one or more of its Subsidiaries, or (ii) any partnership, limited liability company, association, joint venture or similar business organization more than 50% of the

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<sup>1</sup> Bank to confirm.

ownership interests having ordinary voting power of which shall at the time be so owned or controlled.

“*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:

U.S. Bank National Association  
Cupertino De Anza  
10381 S De Anza Blvd  
Cupertino, CA 95014  
Attention: Credit Support  
Email: GBDCreditSupport@usbank.com

Attention: Diane Henry  
Email: diane.henry1@usbank.com

Attention: Brian D. Richter  
Telephone: (414) 588-7722  
Email: brian.richter@usbank.com

Attention: Christy Chambless  
Telephone: (931) 684-8043  
Email: christy.chambless@usbank.com

Attention: Tiana Cabrera  
Telephone: (510) 314-9924  
Email: tiana.cabrera@usbank.com

If to the Lender for all other matters:

U.S. Bank National Association  
Attention: Diane Henry  
Email: diane.henry1@usbank.com

U.S. Bank National Association  
U.S. Bank Center Milwaukee  
777 E Wisconsin Avenue  
Milwaukee, WI 53202  
MK-WI-T5GB  
Attention: Brian D. Richter  
Telephone: (414) 588-7722  
Email: brian.richter@usbank.com

(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 "*Indemnitee*") 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: \_\_\_\_\_

U.S. BANK NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT A**

**FORM OF BORROWING NOTICE AND CERTIFICATION**

\_\_\_\_\_, 2023

U.S. Bank National Association  
Cupertino De Anza  
10381 S De Anza Blvd  
Cupertino, CA 95014  
Attention: Credit Support  
Email: GBDCreditSupport@usbank.com

Attention: Diane Henry  
Email: diane.henry1@usbank.com

Attention: Brian D. Richter  
Telephone: (414) 588-7722  
Email: brian.richter@usbank.com

Attention: Christy Chambless  
Telephone: (931) 684-8043  
Email: christy.chambless@usbank.com

Attention: Tiana Cabrera  
Telephone: (510) 314-9924  
Email: tiana.cabrera@usbank.com

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 June 1, 2023 (as it may be amended, restated, modified or supplemented from time to time, the "*Credit Agreement*") between the Borrower and U.S. Bank National Association (together with its successors and assigns, 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 \_\_\_\_\_, 2023.
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 \_\_\_\_\_, 2023, 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: \_\_\_\_\_

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

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ACTION   X    
ACTION/CONSENT             
DISCUSSION             
INFO ONLY           

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DATE: May 4, 2023

TO: Board of Directors

FROM: Budget and Finance Committee

SUBJECT: **Approval of CalPERS Requirement for a Publicly Available Pay Schedule Effective May 15, 2023**

BACKGROUND:

Since August 10, 2011, the California Code of Regulations, Title 2, Section 570.5, has required California Public Employees' Retirement System's (CalPERS's) employers to have pay rates approved by the employer's governing body and pay schedules publicly available. Since February 2, 2011, RCOC has posted its pay schedule on its website and the Board last approved the pay schedule at its meeting on January 12, 2023.

REASON FOR CURRENT ITEM:

RCOC's salary range for the position of Nurse Consultant is lower than other Southern California regional centers; and, RCOC has two Nurse Consultant positions that it has been unable to fill. RCOC is moving the positions of Nurse Consultant and Nursing Manager to higher salary ranges. RCOC will give Nurse Consultants and the Nursing Manager a 5% increase. RCOC has also revised and added duties to the job description for Peer Advocate and that position is moving to a higher salary range.

FISCAL IMPACT:

Salary increase for nurse consultants and nursing manager ~\$39,000 plus benefits

RECOMMENDATION:

That the Board approve the salary schedule for RCOC's employees effective May 15, 2023.

		Minimum	Midpoint	Maximum	Increase in Range	
					Minimum	Maximum
EXECUTIVE DIRECTOR	HR	<b>104.37</b>	<b>116.29</b>	<b>128.22</b>	<b>0.00%</b>	<b>0.00%</b>
	BW	8,349.25	9,303.54	10,257.84		
	MO	18,090.04	20,157.68	22,225.32		
	YR	217,080.46	241,892.16	266,703.86		
MEDICAL DIRECTOR PHYSICIAN	HR	<b>72.39</b>	<b>93.21</b>	<b>114.03</b>	<b>0.00%</b>	<b>0.00%</b>
	BW	5,791.59	7,457.10	9,122.61		
	MO	12,548.45	16,157.05	19,765.65		
	YR	150,581.44	193,884.65	237,187.85		
CHIEF FINANCIAL OFFICER GENERAL COUNSEL	HR	<b>72.39</b>	<b>88.67</b>	<b>104.95</b>	<b>0.00%</b>	<b>0.00%</b>
	BW	5,791.59	7,093.64	8,395.69		
	MO	12,548.45	15,369.56	18,190.67		
	YR	150,581.44	184,434.75	218,288.05		
CONSULTING PHARMACIST DIRECTOR: Case Management, Community Services, Clinical, Finance, HR, IT Services and Supports	HR	<b>61.53</b>	<b>72.48</b>	<b>83.43</b>	<b>0.00%</b>	<b>0.00%</b>
	BW	4,922.71	5,798.70	6,674.69		
	MO	10,665.87	12,563.84	14,461.82		
	YR	127,990.38	150,766.11	173,541.83		
MANAGER, AREA ASSOCIATE DIRECTOR: Finance, Housing, IT, Risk Management	HR	<b>46.14</b>	<b>56.85</b>	<b>67.57</b>	<b>0.00%</b>	<b>10.00%</b>
	BW	3,691.13	4,548.33	5,405.54		
	MO	7,997.46	9,854.73	11,711.99		
	YR	95,969.49	118,256.71	140,543.93		
PSYCHOLOGIST <b>MANAGER: Nursing</b>	HR	<b>42.95</b>	<b>52.93</b>	<b>62.90</b>	<b>0.00%</b>	<b>8.00%</b>
	BW	3,436.19	4,234.01	5,031.84		
	MO	7,445.07	9,173.69	10,902.31		
	YR	89,340.82	110,084.27	130,827.73		
THERAPIST: Occupational, Physical Speech <b>NURSE CONSULTANT</b>	HR	<b>42.95</b>	<b>50.60</b>	<b>58.24</b>	<b>0.00%</b>	<b>0.00%</b>
	BW	3,436.19	4,047.65	4,659.11		
	MO	7,445.07	8,769.90	10,094.73		
	YR	89,340.82	105,238.80	121,136.78		
CHIEF COUNSELOR, ADMINISTRATOR MANAGER: Custodian of Records, Employment Fair Hearings, HR, Network, Risk, Safety Net	HR	<b>37.37</b>	<b>45.01</b>	<b>52.65</b>	<b>0.00%</b>	<b>0.00%</b>
	BW	2,989.48	3,600.88	4,212.29		
	MO	6,477.20	7,801.91	9,126.63		
	YR	77,726.43	93,622.97	109,519.51		
CLERK TO THE BOARD, MANAGER: Family Support/Comm. Outreach COORDINATOR: PCT, Self-Determination SPECIALIST: Federal Programs and Benefits	HR	<b>38.89</b>	<b>45.26</b>	<b>51.62</b>	<b>0.00%</b>	<b>0.00%</b>
	BW	3,111.58	3,620.53	4,129.48		
	MO	6,741.76	7,844.48	8,947.20		
	YR	80,901.12	94,133.74	107,366.36		
BCBA Masters	HR	<b>36.79</b>	<b>41.34</b>	<b>45.89</b>	<b>0.00%</b>	<b>0.00%</b>
	BW	2,943.13	3,307.26	3,671.39		
	MO	6,376.77	7,165.72	7,954.67		
	YR	76,521.29	85,988.66	95,456.03		
AREA and QA SUPERVISOR, RESOURCE GROUP LEADER, TRAINING PROGRAMMER ANALYST, MANAGER Accounting and IT, ASST. MAN. Fair Hearings	HR	<b>33.00</b>	<b>41.56</b>	<b>50.12</b>	<b>0.00%</b>	<b>0.00%</b>
	BW	2,640.00	3,324.88	4,009.75		
	MO	5,720.00	7,203.90	8,687.80		
	YR	68,640.00	86,446.78	104,253.57		
COORDINATOR: Lead Service Federal Programs and Benefits Deaf and Hard of Hearing Coordinator	HR	<b>32.00</b>	<b>38.70</b>	<b>45.50</b>	<b>0.00%</b>	<b>0.00%</b>
	BW	2,560.00	3,096.02	3,640.09		
	MO	5,546.67	6,708.05	7,886.87		
	YR	66,560.00	80,496.55	94,642.40		
SERVICE COORDINATOR, HCBS COOR. ACCOUNTANT, ACCOUNTING SUP. CULTURAL SPECIALIST/COMM. OUT. EXECUTIVE LIAISON, HR SPECIALIST	HR	<b>31.00</b>	<b>36.00</b>	<b>41.00</b>	<b>0.00%</b>	<b>0.00%</b>
	BW	2,480.00	2,880.02	3,280.04		
	MO	5,373.33	6,240.04	7,106.75		
	YR	64,480.00	74,880.51	85,281.03		
ASSOCIATE PROGRAMMER ANALYST COORDINATOR: Emergency, IT, Quality Assurance, Systems	HR	<b>25.86</b>	<b>31.16</b>	<b>36.46</b>	<b>0.00%</b>	<b>0.00%</b>
	BW	2,068.60	2,492.87	2,917.13		
	MO	4,481.97	5,401.21	6,320.46		
	YR	53,783.68	64,814.58	75,845.48		
COORDINATOR: Fiscal, SIR, Vendor SPECIALIST: HRG, Intake Community Navigator, <b>PEER ADVOCATE</b>	HR	<b>24.74</b>	<b>27.37</b>	<b>29.99</b>	<b>0.00%</b>	<b>0.00%</b>
	BW	1,979.22	2,189.28	2,399.34		
	MO	4,288.31	4,743.44	5,198.56		
	YR	51,459.70	56,921.23	62,382.77		
COORDINATOR: Community Resources, Fair Hearing, Imaging, Operations, Payables Support Services SPECIALIST: IT	HR	<b>23.02</b>	<b>24.96</b>	<b>26.89</b>	<b>0.00%</b>	<b>0.00%</b>
	BW	1,841.48	1,996.49	2,151.50		
	MO	3,989.88	4,325.74	4,661.59		
	YR	47,878.59	51,908.84	55,939.09		
TECHNICIAN: Accounting, Area, IT, Intake Scanning, Technical Assistant, Receptionist Account Clerk	HR	<b>18.95</b>	<b>21.67</b>	<b>24.40</b>	<b>0.00%</b>	<b>0.00%</b>
	BW	1,515.66	1,733.78	1,951.90		
	MO	3,283.94	3,756.53	4,229.12		
	YR	39,407.27	45,078.33	50,749.39		
OFFICE AIDE	HR	<b>15.50</b>	<b>16.05</b>	<b>16.61</b>	<b>0.00%</b>	<b>0.00%</b>
	BW	1,240.00	1,284.25	1,328.49		
	MO	2,686.67	2,782.53	2,878.40		
	YR	32,240.00	33,390.41	34,540.82		

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

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ACTION \_\_\_\_\_  
ACTION/CONSENT \_\_\_\_\_  
DISCUSSION \_\_\_\_\_  
INFO ONLY   X   \_\_\_\_\_

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DATE: May 4, 2023

TO: Board of Directors

FROM: Budget and Finance Committee

SUBJECT: **Review Draft Form, 990 Return of Organization Exempt from Income Tax for the Year Ended June 30, 2022**

BACKGROUND:

Most organizations that are exempt from income tax are required to file Form 990 each year with the Internal Revenue Service.

REASON FOR CURRENT ITEM:

Best practice is for the boards of tax-exempt organizations to receive a draft of Form 990 prior to filing. The filing deadline is May 15, 2023. Staff will send a draft of the 990 return to the Board for review prior to filing.

FISCAL IMPACT:

None

RECOMMENDATION:

That the Board review the draft.



**Summary of Information About Persons Served - February 2023**

<b>NUMBER OF PERSONS SERVED</b>	<b>24,660</b>	<b>100%</b>
Children - Birth to Age Three Receiving Early Start Services	3,458	14%
Children - Ages Three to Five Receiving Provisional Services	460	2%
Children - Ages Three to 17 Receiving Lanterman Services	7,707	31%
Adults - Ages 18 and Older Receiving Lanterman Services	13,035	53%

<b>Children - Birth to Age Three Receiving Prevention Resource and Referral Services</b>	<b>512</b>
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*Children and Adults - Ages Three and Older Receiving Lanterman Services with the Following Diagnoses:*

Intellectual Disability	11,567	60%
Epilepsy	2,862	14%
Cerebral Palsy	2,529	13%
Autism	9,322	44%
Fifth Category*	1,831	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%.*

<b>NUMBER OF PERSONS REQUESTING ELIGIBILITY DETERMINATION</b>	<b>372</b>
Early Start / Under Age Three / 45 days to complete determination	299 80%
Lanterman / Over Age Three / 120 days to complete determination	73 20%
Provisional / Up to Age Five / 90 days to complete determination	0 0%

<b>NUMBER OF PERSONS DETERMINED ELIGIBLE</b>	<b>66</b>
Children - Birth to Age Three Eligible for Early Start Services	1
Children and Adults - Ages Three and Older Eligible for Lanterman Services	24
• Number of children who received Early Start services	25
• Number of children who received Early Start services and had a diagnosis of autism	16
Children - Birth to Age Three Eligible for Prevention Resource and Referral Services	0

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

# REGIONAL CENTER OF ORANGE COUNTY



## OPERATIONS REPORT

### FEBRUARY 2023 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 2022-23

Type and Number of Reviews	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Annual Review	39	42	36	33	33	37
Unannounced	42	43	36	44	41	39
<b>Total Number of Reviews</b>	<b>81</b>	<b>85</b>	<b>72</b>	<b>77</b>	<b>74</b>	<b>76</b>

Provider Trainings	0	0	0	0	0	0
Technical Support	161	164	145	159	186	137
Corrective Action Plans	1	5	13	2	3	1
Special Incident Investigations*	9	20	27	39	16	21
COVID-19 Checklist	0	0	0	0	0	0

Type and Number of Reviews	Jan.	Feb.	Mar.	Apr.	May	June	Total
Annual Review	39	37					<b>296</b>
Unannounced	45	84					<b>374</b>
<b>Total Number of Reviews</b>	<b>84</b>	<b>121</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>670</b>

Provider Trainings	0	0					<b>0</b>
Technical Support	131	0					<b>1,083</b>
Corrective Action Plans	2	3					<b>30</b>
Special Incident Investigations*	18	18					<b>168</b>
COVID-19 Checklist	0	0					<b>0</b>

\* 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:

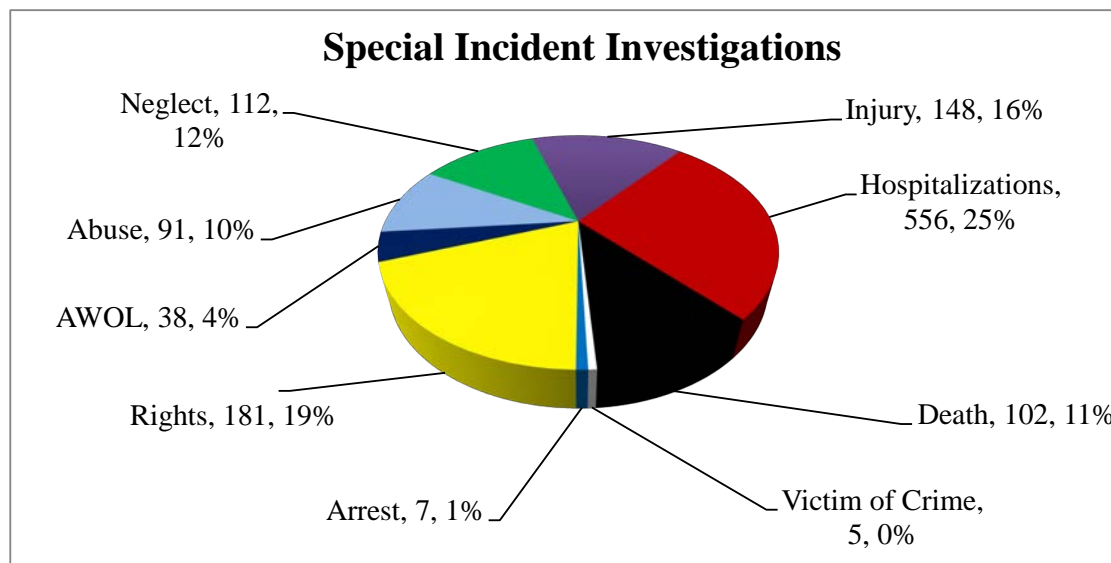
1. Robbery, including theft using a firearm, knife, or cutting instrument or other dangerous weapons or methods which force or threaten a victim;
2. Aggravated assault, including a physical attack on a victim using hands, fist, feet or a firearm, knife or cutting instrument or other dangerous weapon;
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 2022-23*

Type of Incident	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
AWOL	9	9	2	3	4	2
Abuse	8	16	11	13	22	9
Neglect	14	16	17	26	11	9
Injury	18	25	15	16	17	16
Hospitalizations - Total	34	29	27	32	28	33
<i>Psychiatric</i>	4	3	2	4	2	1
<i>Medical</i>	30	26	25	28	26	32
Death	7	11	16	12	14	13
Victim of crime	2	1	0	1	1	0
Arrest	2	0	0	0	1	2
Rights	27	7	31	29	13	26
<b>Total</b>	<b>121</b>	<b>114</b>	<b>119</b>	<b>132</b>	<b>111</b>	<b>110</b>

Type of Incident	Jan.	Feb.	Mar.	Apr.	May	June	Total
AWOL	2	7					38
Abuse	9	3					91
Neglect	8	11					112
Injury	16	25					148
Hospitalizations - Total	33	38	0	0	0	0	254
<i>Psychiatric</i>	1	2					19
<i>Medical</i>	30	36					233
Death	13	16					102
Victim of Crime	0	0					5
Arrest	2	0					7
Rights	26	22					181
<b>Total</b>	<b>109</b>	<b>122</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>938</b>



**COMMUNITY LIFE continued**

**Provider Audits**  
**Fiscal Year 2022-23**

***Number of Audits / Appeals / Recoveries***

<b>Type of Audit</b>	<b>Jul.</b>	<b>Aug.</b>	<b>Sept.</b>	<b>Oct.</b>	<b>Nov.</b>	<b>Dec.</b>
Service Billing	0	1	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
<b>Total Number of Audits</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

***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)***

<i>Amount of Recovery</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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<b>Type of Audit</b>	<b>Jan.</b>	<b>Feb.</b>	<b>Mar.</b>	<b>Apr.</b>	<b>May</b>	<b>June</b>	<b>Total</b>
Service Billing	0	0					<b>0</b>
Staffing	0	0					<b>0</b>
Level 4I Consultant	0	0					<b>0</b>
P&I (consumer funds)	0	0					<b>0</b>
<b>Total Number of Audits</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>

***Number of Appeals / Recoveries***

State Appeal	0	0					<b>0</b>
Recovery	0	0					<b>0</b>

***Audit Findings (Dollar Amount)***

<i>Amount of Recovery</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>
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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 2022-23*

#### Number of Authorizations for Voucher Services

Type of Service	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Day Care - Family Member	68	68	73	70	77	78
Diapers - Family Member	7	6	6	6	5	5
Nursing Service - Family Member	62	59	61	60	60	61
Respite Service - Family Member	595	616	640	642	656	651
Transportation - Family Member	150	152	160	162	166	165
<b>Total Number of Voucher Authorizations</b>	<b>882</b>	<b>901</b>	<b>940</b>	<b>940</b>	<b>964</b>	<b>960</b>

#### Number of Authorizations for Voucher Services

Type of Service	Jan.	Feb.	Mar.	Apr.	May	June
Day Care - Family Member	190	76				
Diapers - Family Member	5	5				
Nursing Service - Family Member	62	58				
Respite Service - Family Member	658	663				
Transportation - Family Member	165	179				
<b>Total Number of Voucher Authorizations</b>	<b>1,080</b>	<b>981</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

## 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 2022-23

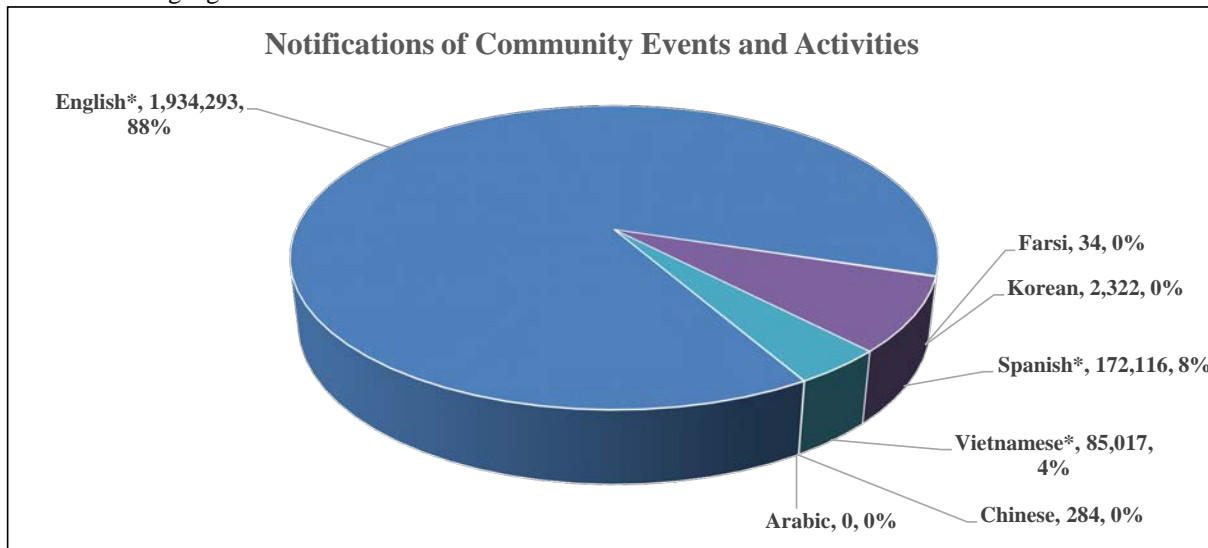
#### Number of Notifications

Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
English*	257,772	172,167	357,798	224,681	172,252	144,292
Farsi				34		
Korean		479	203		21	49
Spanish*	10,805	19,473	19,493	28,100	25,986	19,654
Vietnamese*	6,593	2,418	5,849	3,131	3,436	30,701
Chinese			152			
Arabic						
<b>Total Number of Notifications</b>	<b>275,170</b>	<b>194,537</b>	<b>383,495</b>	<b>255,946</b>	<b>201,695</b>	<b>194,696</b>

#### Number of Notifications

Language	Jan.	Feb.	Mar.	Apr.	May	June	Total
English*	233,089	372,242					1,934,293
Farsi							34
Korean	352	1,218					2,322
Spanish*	28,282	20,323					172,116
Vietnamese*	24,354	8,535					85,017
Chinese		132					284
Arabic							0
<b>Total Number of Notifications</b>	<b>286,077</b>	<b>402,450</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,194,066</b>

\* Threshold languages for RCOG



## FAMILY SUPPORTS

### Related Guiding Principles

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

### Community Outreach

Fiscal Year 2022-23

#### Number of Outreach Events

Type of Outreach / Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
<b>In Person</b>						
English		12	7	7	8	6
Spanish	1	1	4	1	3	3
Vietnamese		2	3			4
Other Languages		1 (Korean)		1 (Korean)	1 (Korean)	
<b>In Print</b>						
English	3		3		4	3
Spanish	1					
Vietnamese						
Other Languages						
<b>TV / Radio</b>						
English						
Spanish						
Vietnamese			1	1		1
Other Languages						
<b>Total Number of Outreach Events</b>	<b>5</b>	<b>16</b>	<b>18</b>	<b>10</b>	<b>16</b>	<b>17</b>

#### Number of Outreach Events

Language	Jan.	Feb.	Mar.	Apr.*	May*	June*	Total
<b>In Person</b>							
English	5	5					<b>50</b>
Spanish	1	2					<b>16</b>
Vietnamese		3					<b>12</b>
Other Languages							<b>3</b>
<b>In Print</b>							
English							<b>13</b>
Spanish							<b>1</b>
Vietnamese							<b>0</b>
Other Languages							<b>0</b>
<b>TV / Radio</b>							
English							<b>0</b>
Spanish							<b>0</b>
Vietnamese	5	4					<b>12</b>
Other Languages							<b>0</b>
<b>Total Number of Outreach Events</b>	<b>11</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>107</b>

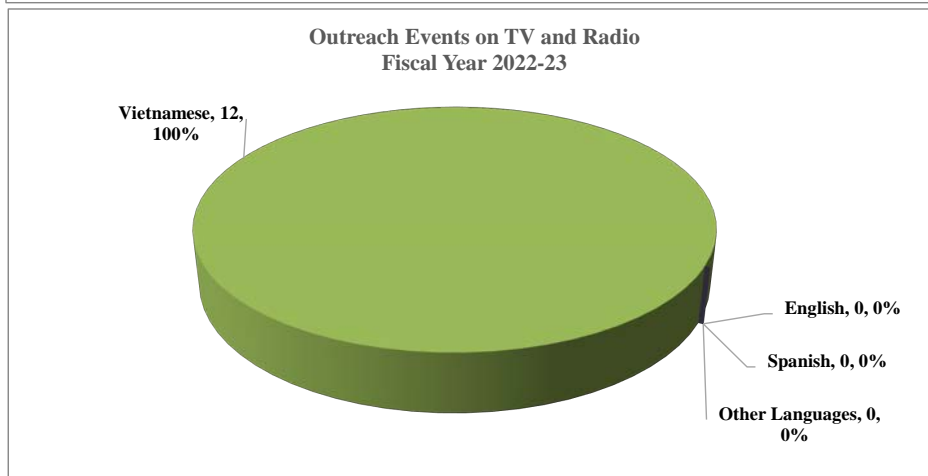
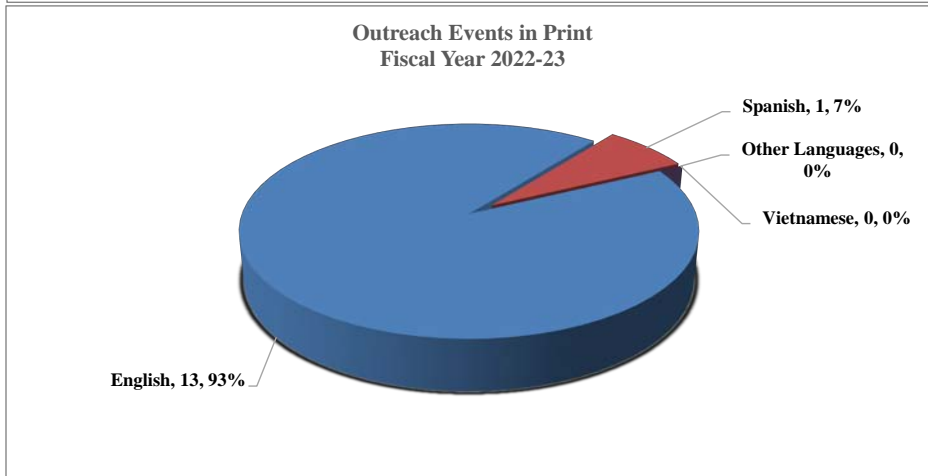
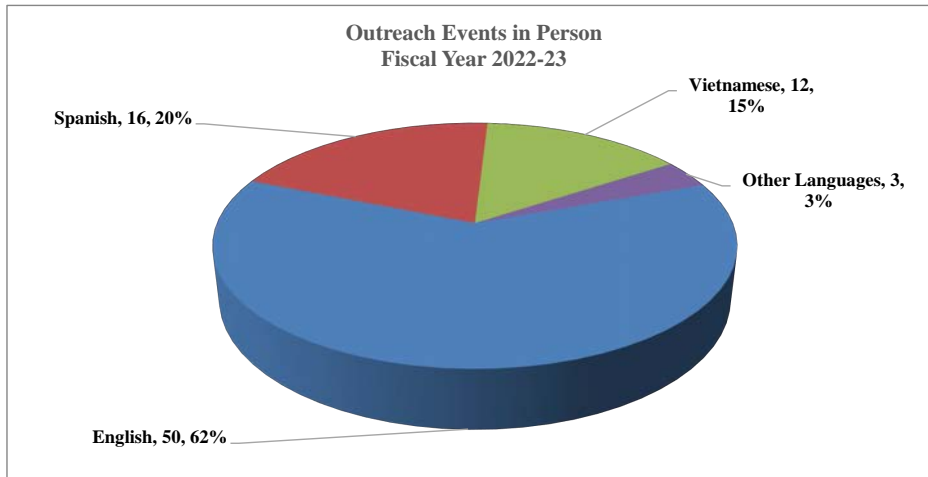
\* Virtual Meetings

## 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 2022-23





## EARLY INTERVENTION / PREVENTION

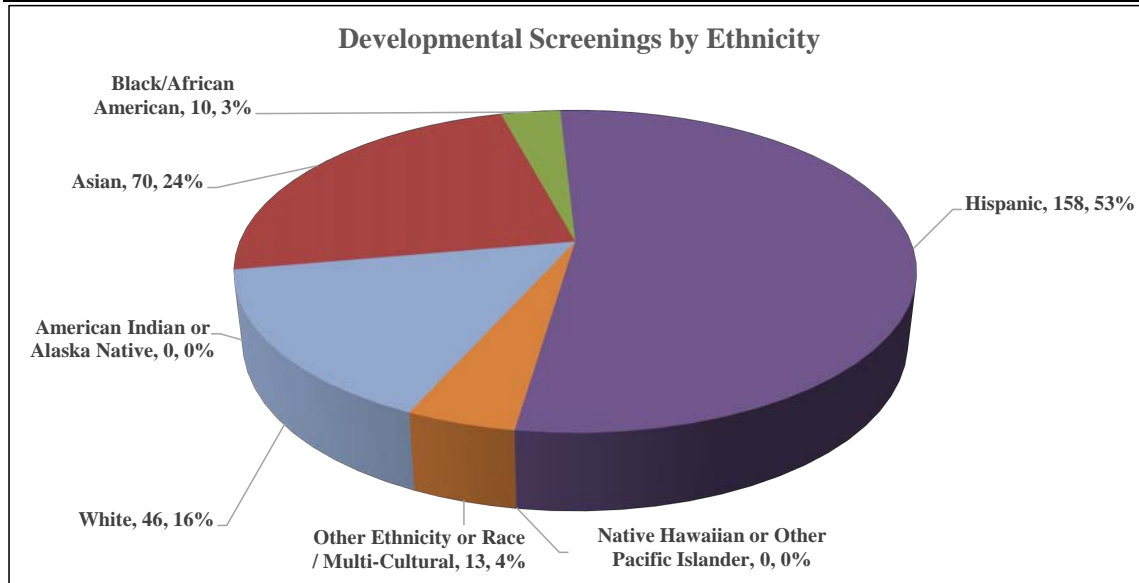
### Related Guiding Principles

- 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 2022-23

Developmental Screenings by Ethnicity	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
American Indian or Alaska Native	0	0	0	0	0	0
Asian	19	7	30	7	0	0
Black/African American	3	1	0	1	0	0
Hispanic	19	42	28	32	0	0
Native Hawaiian or Other Pacific Islander	0	0	0	0	0	0
Other Ethnicity or Race / Multi-Cultural	8	1	2	0	0	0
White	5	4	11	17	0	0
<b>Total Number Screened</b>	<b>54</b>	<b>55</b>	<b>71</b>	<b>57</b>	<b>0</b>	<b>0</b>
<b>Total Number Referred to RCO</b>	<b>18</b>	<b>25</b>	<b>13</b>	<b>18</b>	<b>0</b>	<b>0</b>

Developmental Screenings by Ethnicity	Jan.	Feb.	Mar.	Apr.	May	June	Total
American Indian or Alaska Native	0	0					0
Asian	1	6					70
Black/African American	0	5					10
Hispanic	7	30					158
Native Hawaiian or Other Pacific Islander	0	0					0
Other Ethnicity or Race / Multi-Cultural	1	1					13
White	1	8					46
<b>Total Number Screened</b>	<b>10</b>	<b>50</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>297</b>
<b>Total Number Referred to RCO</b>	<b>3</b>	<b>14</b>					<b>91</b>

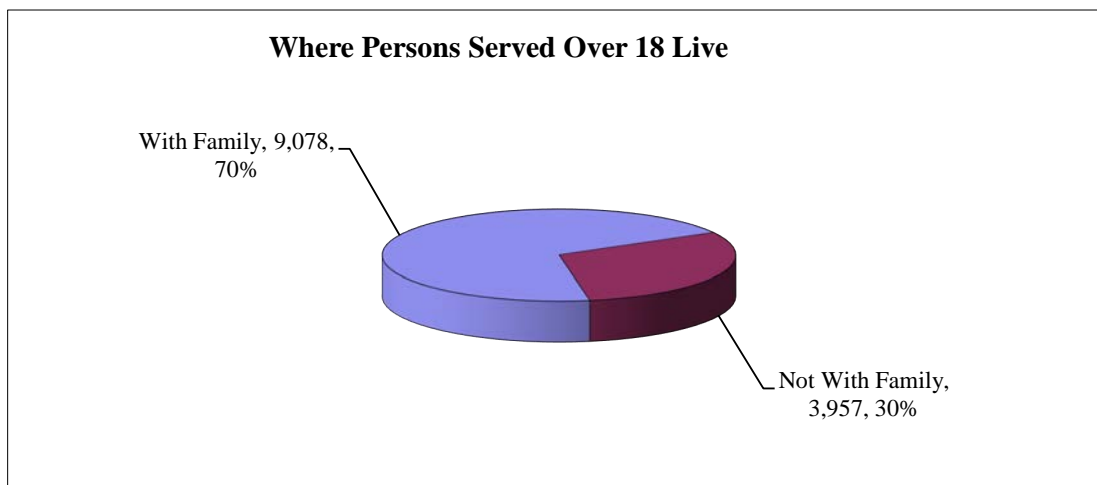
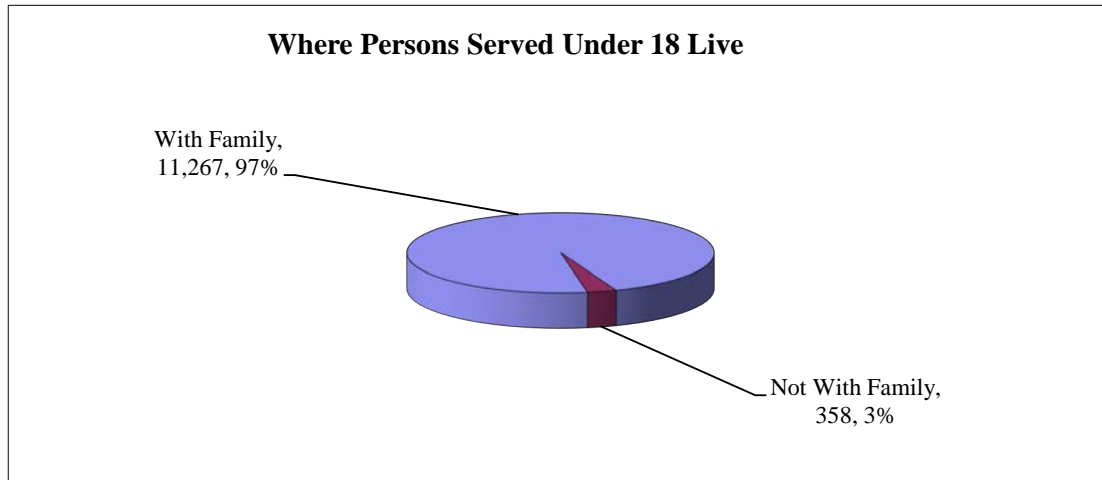


## LIVING OPTIONS

### 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.*

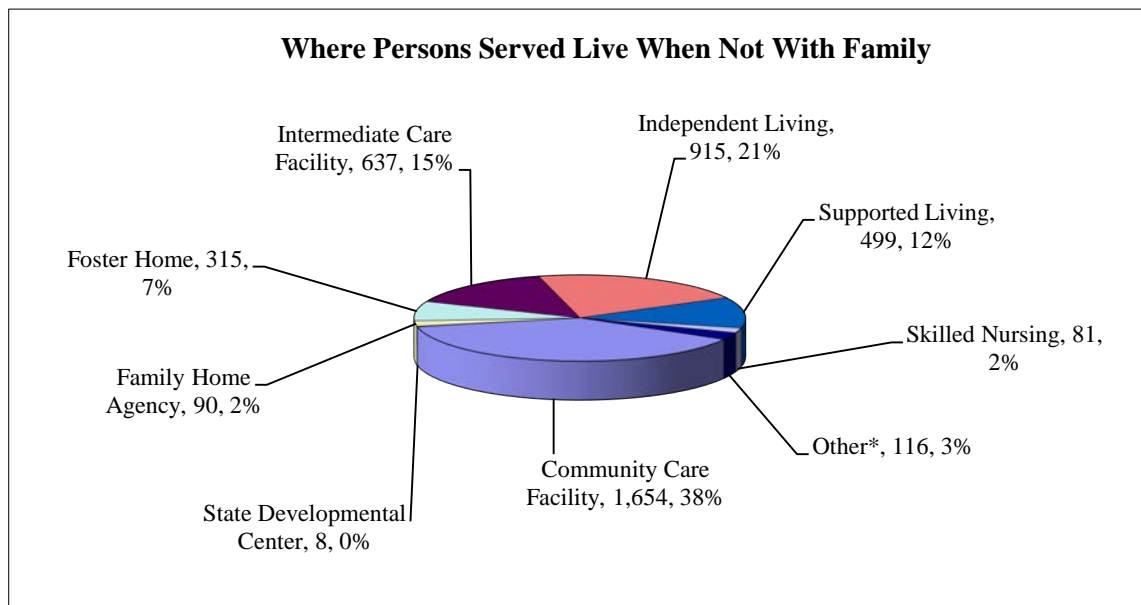
Where Persons Served Live	Persons Served All	Persons Served Under 18	Persons Served Over 18
With Family	20,345	11,267	9,078
Not With Family	4,315	358	3,957
<b>Totals</b>	<b>24,660</b>	<b>11,625</b>	<b>13,035</b>



**LIVING OPTIONS, continued**

<b>Where Persons Served Live</b>	<b>All Persons Served</b>	<b>Persons Served Under 18</b>	<b>Persons Served Over 18</b>
Family Home	20,345	11,267	9,078
Community Care Facility	1,654	20	1,634
State Developmental Center	8	0	8
Family Home Agency	90	0	90
Foster Home	315	310	5
Intermediate Care Facility	637	3	634
Independent Living	915	0	915
Supported Living	499	0	499
Skilled Nursing	81	0	81
Other*	116	25	91
<b>Total</b>	<b>24,660</b>	<b>11,625</b>	<b>13,035</b>

<b>Other*</b>			
Acute General Hospital	1	0	1
California Youth Authority	1	1	0
Community Treatment	2	1	1
Correctional Institution	1	0	1
County Jail	3	0	3
Other	0	0	0
Out of State	1	1	0
Psychiatric Treatment	17	3	14
Rehabilitation Center	7	0	7
SDC / State Hospital	8	0	8
Sub-Acute	40	13	27
Transient / Homeless	16	1	15
<b>Total, Other*</b>	<b>97</b>	<b>20</b>	<b>77</b>



## 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.

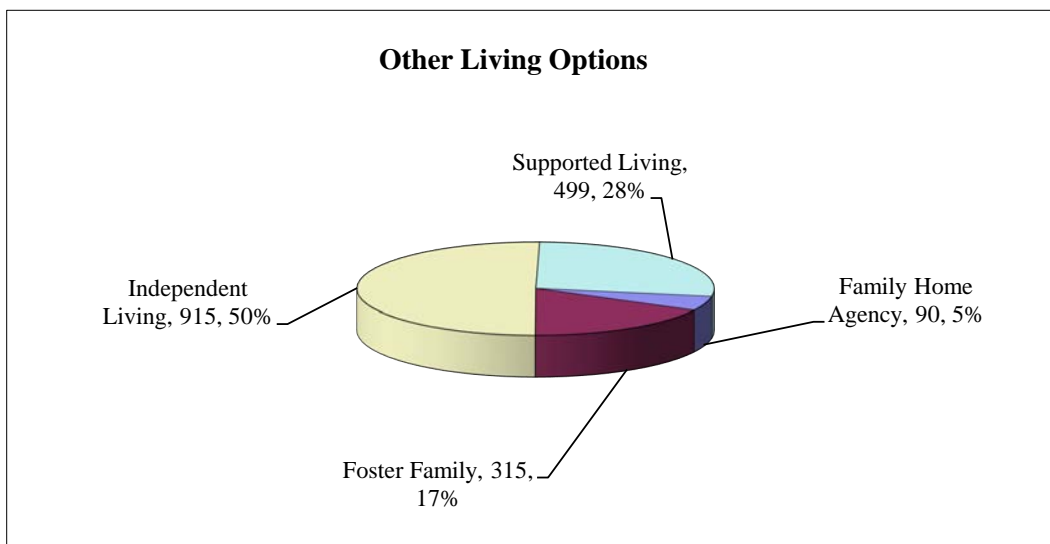
#### Independent Living

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.

<b>Other Living Options</b>	<b>Total</b>	<b>Under 18</b>	<b>Over 18</b>
Family Home Agency	90	0	90
Foster Family	315	310	5
Independent Living	915	0	915
Supported Living	499	0	499
<b>Total</b>	<b>1,819</b>	<b>310</b>	<b>1,509</b>



## 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 RCOG**

*Fiscal Year 2022-23*

<b>Licensed Facilities</b>	<b>Total</b>	<b>Over 18</b>	<b>Under 18</b>
Level 2	188	188	0
Level 3	263	263	0
Level 4A	34	34	0
Level 4B	4	4	0
Level 4C	52	52	0
Level 4D	37	37	0
Level 4E	19	19	0
Level 4F	60	60	0
Level 4G	31	31	0
Level 4H	1	1	0
Level 4I	306	305	1
Elderly	1	1	0
ICF/DD-H	1	1	0
ICF/DD-N	1	1	0
ICF/DD	0	0	0
Skilled Nursing	0	0	0
<b><i>Total</i></b>	<b><i>998</i></b>	<b><i>997</i></b>	<b><i>1</i></b>

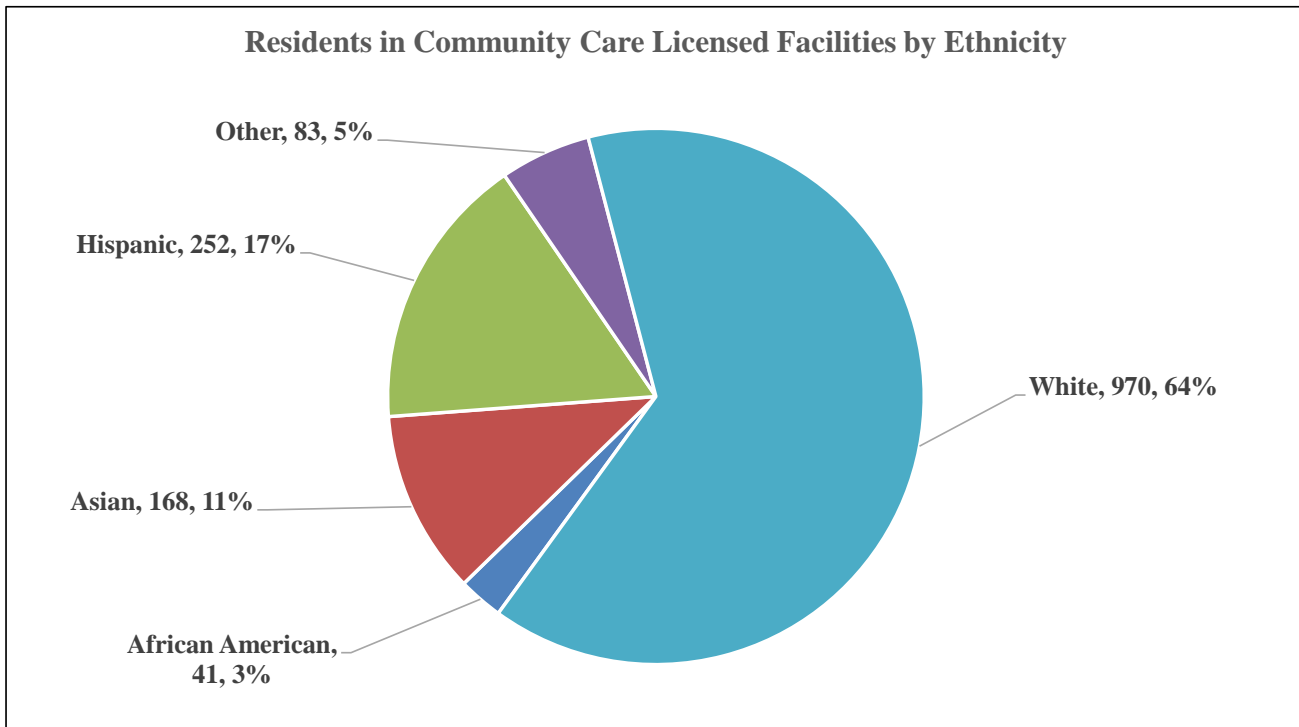
<b>Licensed Facilities Summary</b>	<b>Total</b>	<b>Over 18</b>	<b>Under 18</b>
Level 2	188	188	0
Level 3	263	263	0
Level 4	544	543	1
ICF/DD-H	1	1	0
ICF/DD-N	1	1	0
Elderly	1	1	0
Skilled Nursing	0	0	0
<b><i>Total</i></b>	<b><i>998</i></b>	<b><i>997</i></b>	<b><i>1</i></b>

**LIVING OPTIONS, continued**

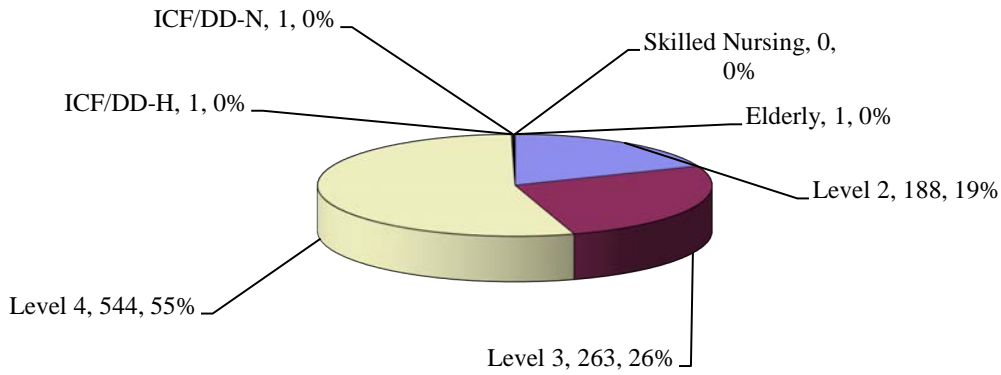
**Persons Served Who Reside in Licensed Facilities Funded by RCOC by Ethnicity**

*Fiscal Year 2022-23*

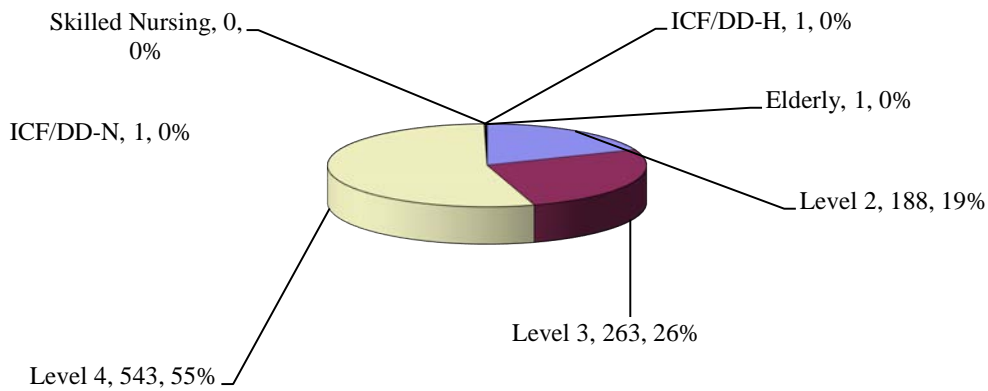
Licensed Facilities	African American	Asian	Hispanic	Other	White	Total
Level 2	10	23	53	12	211	309
Level 3	11	29	62	23	231	356
Level 4A	0	4	6	2	25	37
Level 4B	0	1	0	0	7	8
Level 4C	2	11	11	1	56	81
Level 4D	0	10	6	2	28	46
Level 4E	0	4	9	2	21	36
Level 4F	3	14	9	2	40	68
Level 4G	0	8	3	2	38	51
Level 4H	0	0	2	0	1	3
Level 4I	15	64	91	37	312	519
<b>Total</b>	<b>41</b>	<b>168</b>	<b>252</b>	<b>83</b>	<b>970</b>	<b>1,514</b>



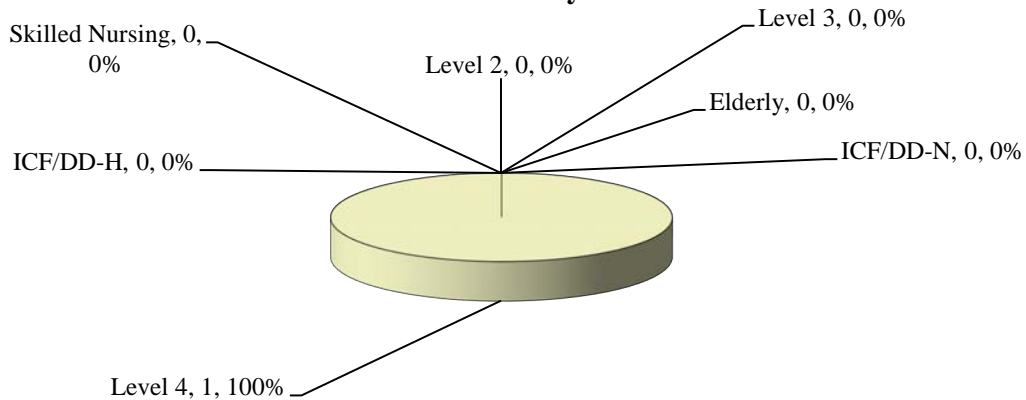
**Persons Served Who Reside in Licensed Facilities  
Services Funded by RCOG**



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



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



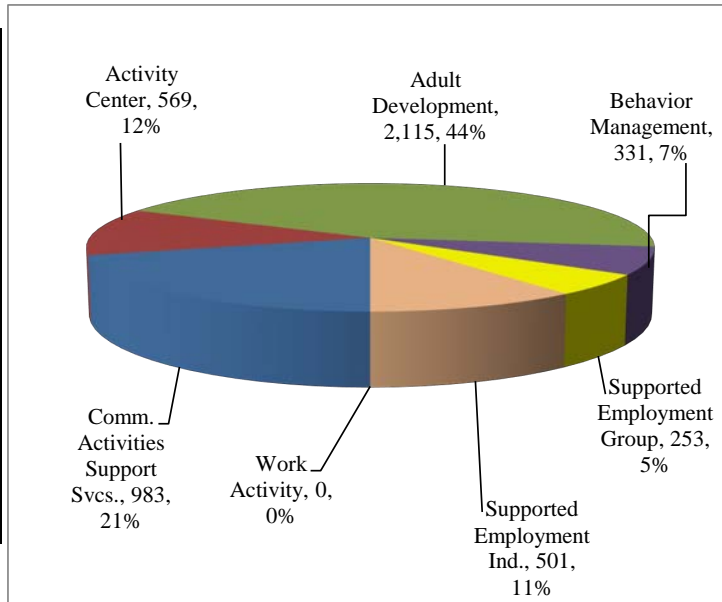


## WORK

### Related Guiding Principle

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

Adult Day & Employment Services	Persons Served Over 18
Comm. Activities Support Svcs.	983
Activity Center	569
Adult Development	2,115
Behavior Management	331
Supported Employment Group	253
Supported Employment Ind.	501
Work Activity	0
<b>Total</b>	<b>4,752</b>



### 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

**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 CARE. Staff ratio ranges from 1:12 to

## 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 2022-23*

<b>Service Coordination:</b>	<b>Jul.</b>	<b>Aug.</b>	<b>Sept.</b>	<b>Oct.</b>	<b>Nov.</b>	<b>Dec.</b>
Number of Service Coordinators (SC)	322.0	321.3	320.4	345.4	341.4	337.4
Number of Case-Carrying SCs	296.4	294.7	293.9	318.9	314.9	310.9
Number of Intake SCs	25.7	26.7	26.7	26.7	26.7	26.7
Number of Active Persons Served	23,980	24,028	24,161	24,276	24,367	24,488
Caseload Ratio, # of Active Persons Served/SCs	80.9	81.5	82.2	76.1	77.4	78.8

<b>Service Coordination:</b>	<b>Jan.</b>	<b>Feb.</b>	<b>Mar.</b>	<b>Apr.</b>	<b>May</b>	<b>June</b>
Number of Service Coordinators (SC)	339.4	344.4				
Number of Case-Carrying SCs	312.9	317.8				
Number of Intake SCs	26.7	26.7				
Number of Active Persons Served	24,550	24,622				
Caseload Ratio, # of Active Persons Served/SCs	78.5	77.5				

**SERVICE PLANNING AND COORDINATION continued**

**Fair Hearings**  
**Fiscal Year 2022-23**

	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June
<b>Number of Unsettled Hearing Requests*</b>	<b>15</b>	<b>17</b>	<b>15</b>	<b>15</b>	<b>20</b>	<b>23</b>	<b>23</b>	<b>24</b>				
Eligibility - Lanterman	3	4	4	2	2	3	3	2				
Behavioral services	1	1	1	2	2	5	7	4				
Respite	3	2	1	2	4	6	6	5				
Day Care			1	1	1	1	1					
ILS/SLS												
Personal Assistance	2	1	1	1		2	5	5				
Other**	10	9	7	7	11	12	12	9				

\* 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.

<b>Number of New Hearing Requests Filed*</b>	<b>9</b>	<b>5</b>	<b>3</b>	<b>8</b>	<b>8</b>	<b>13</b>	<b>10</b>	<b>15</b>				
Eligibility - Lanterman	3	2		1	2	1	1	1				
Eligibility - Early Start												
Behavioral services				2		3	2	1				
Respite	1			1	2	3		1				
Day Care			1									
Social/Recreational						2	2	3				
Personal Assistance		1				2	3					
Other**	5	2	2	4	4	2	2	7				

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

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

<b>Number of All Meetings Held</b>	<b>7</b>	<b>6</b>	<b>6</b>	<b>3</b>	<b>3</b>	<b>9</b>	<b>5</b>	<b>5</b>				
Number of Informal Meetings Held	7	2	5	3	3	7	4	5				
Number of Mediations Held		4				2	1					
Number of SLFHs Held			1									

<b>Number of Requests in Scheduling*</b>	<b>4</b>	<b>9</b>	<b>5</b>	<b>9</b>	<b>17</b>	<b>8</b>	<b>10</b>	<b>11</b>				
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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.

<b>Number of Requests Pending*</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>				
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\* State Level Fair Hearing (SLFH) held but awaiting decision.

<b>Number of Requests Settled</b>	<b>4</b>	<b>2</b>	<b>4</b>	<b>3</b>	<b>0</b>	<b>6</b>	<b>8</b>	<b>8</b>				
Withdrawn by Person Served/Family				2		1	0	2				
Settled in Informal	4	1	3	1		2	5	4				
Settled after further follow-up by RCOC						1	2	2				
Settled in Mediation		1				2	1					
SLFH Decision			1									

**State Level Fair Hearing Decisions**

<b>Prevailing Party</b>												
Person Served/Family												
RCOC			1									
Split												

## ADMINISTRATION AND GOVERNANCE

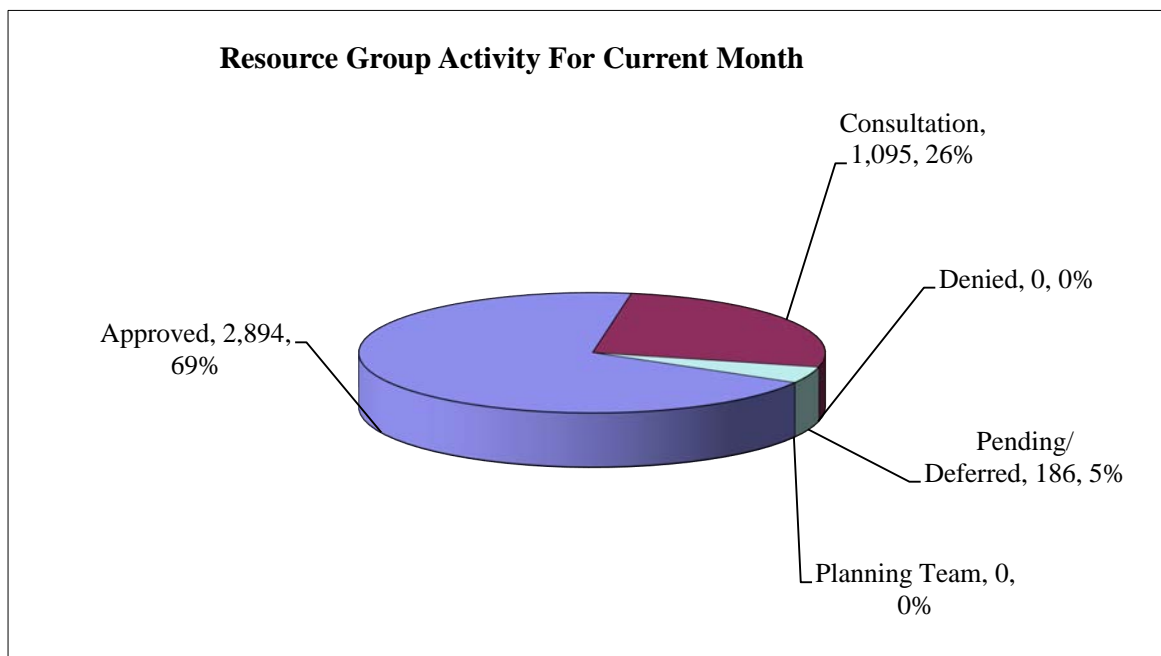
### Guiding Principle

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

### Resource Group Activity for February 2023 and Fiscal Year to Date

Disposition	Approved	Consultation	Denied	Pending/Deferred	Planning Team	Total
Adult Day	715	367	0	84	0	1,166
Behavioral	95	60	0	11	0	166
Education	0	0	0	0	0	0
Eligibility/Health	81	0	0	4	0	85
Early Start	576	124	0	26	0	726
Living Options	225	198	0	3	0	426
Supported/Ind.	330	148	0	10	0	488
All Others	872	198	0	48	0	1,118
<b>Monthly Total</b>	<b>2,894</b>	<b>1,095</b>	<b>0</b>	<b>186</b>	<b>0</b>	<b>4,175</b>

<b>FY 2022-23 Total to Date</b>	25,353	10,677	0	1,650	0	<b>37,680</b>
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## Operations Report Summary - February 2023

About Persons Served	Early Start	Medicaid Waiver	All Other	SDC	Total	Under 18	Over 18
Number of Persons Served	3,458	8,644	11,878	8	<b>23,988</b>	11,625	13,035
<i>Percentage of Total</i>	<i>14%</i>	<i>36%</i>	<i>50%</i>	<i>0%</i>	<i>100%</i>	<i>48%</i>	<i>54%</i>

<b>Children served in Prevention Resource and Referral Services</b>	<b>458</b>
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Persons Served by Residence Status	All	Under 18	Over 18
Family Home	20,345	11,267	9,078
Community Care Facility	1,654	20	1,634
State Developmental Center	8	0	8
Family Home Agency	90	0	90
Foster Home	315	310	5
Intermediate Care Facility	637	3	634
Independent Living	915	0	915
Supported Living	499	0	499
Skilled Nursing	81	0	81
Other	116	25	91
<b>Total</b>	<b>24,660</b>	<b>11,625</b>	<b>13,035</b>

Special Incident Investigations	Year to Date
AWOL	38
Abuse	91
Neglect	112
Injury	148
Hospitalizations - Total	254
Death	102
Victim of crime	5
Arrest	7
Rights	181
<b>Total</b>	<b>938</b>

### Number of Licensed Facilities

Community Care Facilities	Total	Under 18	Over 18
Level 2	73	0	73
Level 3	80	0	80
Level 4	195	12	183
<b>Total Community Care Facilities</b>	<b>348</b>	<b>12</b>	<b>336</b>

Licensed Facility Monitoring	Year to Date
Annual Review	296
Unannounced	374
Total Number of Reviews	670
Provider Trainings	0
Technical Support	1,083
Corrective Action Plans	30

<b>Intermediate Care Facilities (ICF)</b>	
ICF-DD	0
ICF-DD/Habilitation	75
ICF-DD/Nursing	39
<b>Total ICF Facilities</b>	<b>114</b>

<b>Number of Audits</b>	<b>1</b>
<b>Amount of Recovery from Audits</b>	<b>\$0</b>

<b>Total Licensed Facilities</b>	<b>462</b>
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**Summary of Information About Persons Served - March 2023**

<b>NUMBER OF PERSONS SERVED</b>	<b>24,660</b>	<b>100%</b>
Children - Birth to Age Three Receiving Early Start Services	3,533	14%
Children - Ages Three to Five Receiving Provisional Services	460	2%
Children - Ages Three to 17 Receiving Lanterman Services	7,632	31%
Adults - Ages 18 and Older Receiving Lanterman Services	13,035	53%

<b>Children - Birth to Age Three Receiving Prevention Resource and Referral Services</b>	<b>525</b>
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*Children and Adults - Ages Three and Older Receiving Lanterman Services with the Following Diagnoses:*

Intellectual Disability	11,563	60%
Epilepsy	2,858	14%
Cerebral Palsy	2,526	13%
Autism	9,400	44%
Fifth Category*	1,835	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%.*

<b>NUMBER OF PERSONS REQUESTING ELIGIBILITY DETERMINATION</b>	<b>439</b>
Early Start / Under Age Three / 45 days to complete determination	372 85%
Lanterman / Over Age Three / 120 days to complete determination	66 15%
Provisional / Up to Age Five / 90 days to complete determination	1 0%

<b>NUMBER OF PERSONS DETERMINED ELIGIBLE</b>	<b>66</b>
Children - Birth to Age Three Eligible for Early Start Services	1
Children and Adults - Ages Three and Older Eligible for Lanterman Services	24
<ul style="list-style-type: none"> <li>• Number of children who received Early Start services</li> </ul>	23
<ul style="list-style-type: none"> <li>• Number of children who received Early Start services and had a diagnosis of autism</li> </ul>	17
Children - Birth to Age Three Eligible for Prevention Resource and Referral Services	1

<b>NUMBER OF CHILDREN NO LONGER ELIGIBLE FOR EARLY START OR PREVENTION RESOURCE AND REFERRAL SERVICES</b>	<b>141</b>
Children - Age Three No Longer Eligible for Early Start Services	140
Children - Age Three No Longer Eligible for Prevention Resource and Referral Services	1

# REGIONAL CENTER OF ORANGE COUNTY



## OPERATIONS REPORT

### MARCH 2023 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 2022-23

Type and Number of Reviews	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Annual Review	39	42	36	33	33	37
Unannounced	42	43	36	44	41	39
<b>Total Number of Reviews</b>	<b>81</b>	<b>85</b>	<b>72</b>	<b>77</b>	<b>74</b>	<b>76</b>

Provider Trainings	0	0	0	0	0	0
Technical Support	161	164	145	159	186	137
Corrective Action Plans	1	5	13	2	3	1
Special Incident Investigations*	9	20	27	39	16	21
COVID-19 Checklist	0	0	0	0	0	0

Type and Number of Reviews	Jan.	Feb.	Mar.	Apr.	May	June	Total
Annual Review	39	37	40				<b>336</b>
Unannounced	45	84	83				<b>457</b>
<b>Total Number of Reviews</b>	<b>84</b>	<b>121</b>	<b>123</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>793</b>

Provider Trainings	0	0	0				<b>0</b>
Technical Support	131	0	0				<b>1,083</b>
Corrective Action Plans	2	3	8				<b>38</b>
Special Incident Investigations*	18	18	31				<b>199</b>



\* 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.

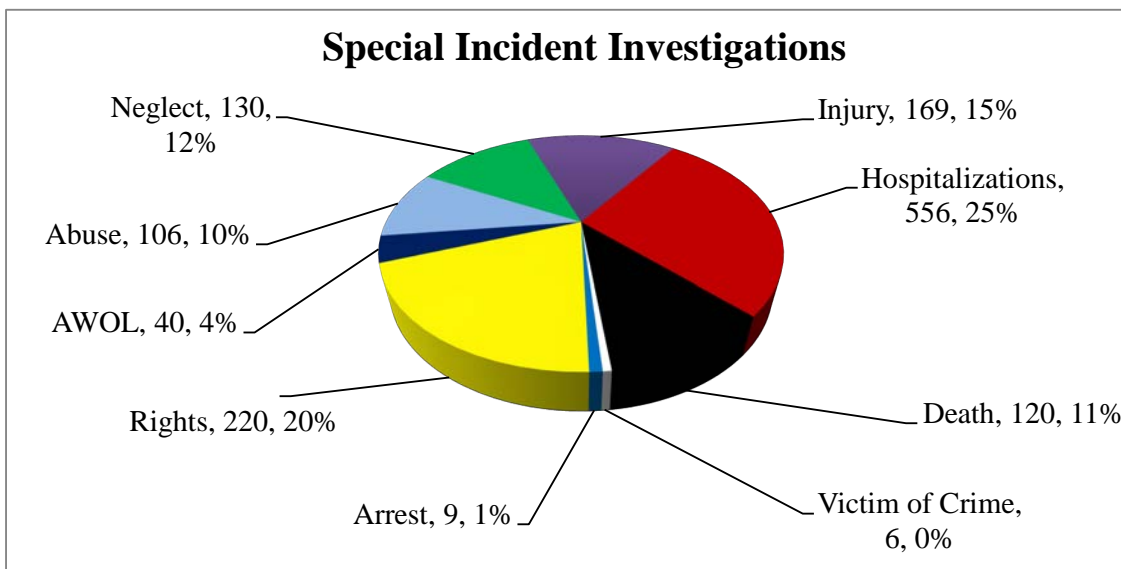
Title 17 does not require reporting on arrest or consumer rights violations; however, RCOC includes arrest and rights violations as reportable incidents.

## Type and Number of Special Incident Investigations

Fiscal Year 2022-23

Type of Incident	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
AWOL	9	9	2	3	4	2
Abuse	8	16	11	13	22	9
Neglect	14	16	17	26	11	9
Injury	18	25	15	16	17	16
Hospitalizations - Total	34	29	27	32	28	33
<i>Psychiatric</i>	4	3	2	4	2	1
<i>Medical</i>	30	26	25	28	26	32
Death	7	11	16	12	14	13
Victim of crime	2	1	0	1	1	0
Arrest	2	0	0	0	1	2
Rights	27	7	31	29	13	26
<b>Total</b>	<b>121</b>	<b>114</b>	<b>119</b>	<b>132</b>	<b>111</b>	<b>110</b>

Type of Incident	Jan.	Feb.	Mar.	Apr.	May	June	Total
AWOL	2	7	2				40
Abuse	9	3	15				106
Neglect	8	11	18				130
Injury	16	25	21				169
Hospitalizations - Total	33	38	50	0	0	0	304
<i>Psychiatric</i>	1	2	2				21
<i>Medical</i>	30	36	48				281
Death	13	16	18				120
Victim of Crime	0	0	1				6
Arrest	2	0	2				9
Rights	26	22	39				220
<b>Total</b>	<b>109</b>	<b>122</b>	<b>166</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,104</b>



**COMMUNITY LIFE continued**

**Provider Audits**  
**Fiscal Year 2022-23**

*Number of Audits / Appeals / Recoveries*

<b>Type of Audit</b>	<b>Jul.</b>	<b>Aug.</b>	<b>Sept.</b>	<b>Oct.</b>	<b>Nov.</b>	<b>Dec.</b>
Service Billing	0	1	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
<b>Total Number of Audits</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

*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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<b>Type of Audit</b>	<b>Jan.</b>	<b>Feb.</b>	<b>Mar.</b>	<b>Apr.</b>	<b>May</b>	<b>June</b>	<b>Total</b>
Service Billing	0	0	1				<b>1</b>
Staffing	0	0	1				<b>1</b>
Level 4I Consultant	0	0					<b>0</b>
P&I (consumer funds)	0	0	9				<b>9</b>
<b>Total Number of Audits</b>	<b>0</b>	<b>0</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>

*Number of Appeals / Recoveries*

State Appeal	0	0	0				<b>0</b>
Recovery	0	0	2				<b>2</b>

*Audit Findings (Dollar Amount)*

Amount of Recovery	\$0.00	\$0.00	\$28,746.51	\$0.00	\$0.00	\$0.00	<b>\$28,746.51</b>
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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 2022-23*

#### Number of Authorizations for Voucher Services

Type of Service	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Day Care - Family Member	68	68	73	70	77	78
Diapers - Family Member	7	6	6	6	5	5
Nursing Service - Family Member	62	59	61	60	60	61
Respite Service - Family Member	595	616	640	642	656	651
Transportation - Family Member	150	152	160	162	166	165
<b>Total Number of Voucher Authorizations</b>	<b>882</b>	<b>901</b>	<b>940</b>	<b>940</b>	<b>964</b>	<b>960</b>

#### Number of Authorizations for Voucher Services

Type of Service	Jan.	Feb.	Mar.	Apr.	May	June
Day Care - Family Member	190	76	78			
Diapers - Family Member	5	5	7			
Nursing Service - Family Member	62	58	56			
Respite Service - Family Member	658	663	658			
Transportation - Family Member	165	179	185			
<b>Total Number of Voucher Authorizations</b>	<b>1,080</b>	<b>981</b>	<b>984</b>	<b>0</b>	<b>0</b>	<b>0</b>

## 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 2022-23

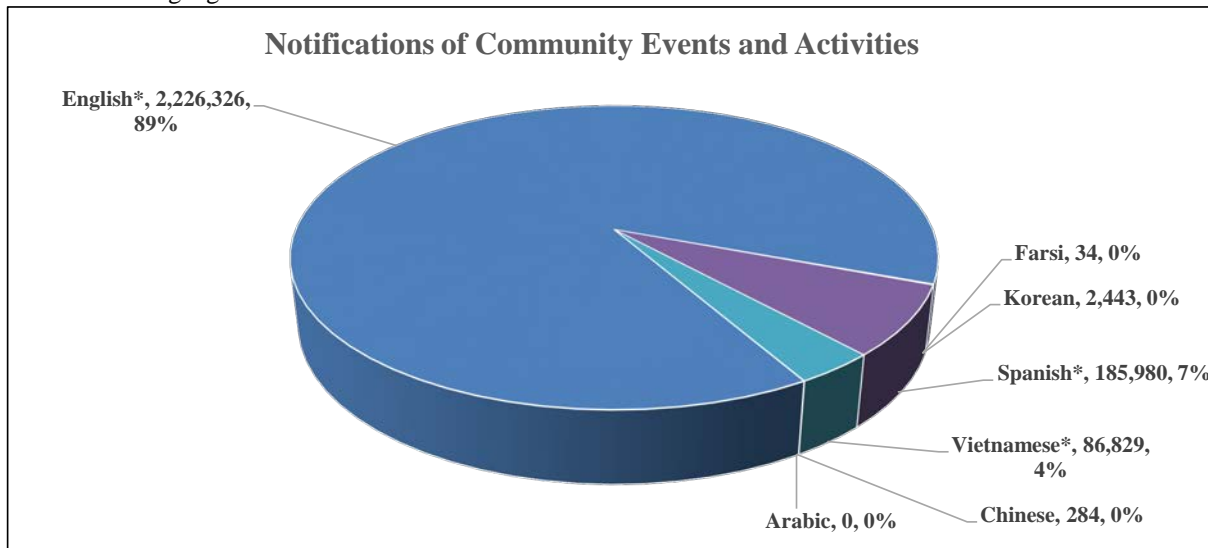
#### Number of Notifications

Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
English*	257,772	172,167	357,798	224,681	172,252	144,292
Farsi				34		
Korean		479	203		21	49
Spanish*	10,805	19,473	19,493	28,100	25,986	19,654
Vietnamese*	6,593	2,418	5,849	3,131	3,436	30,701
Chinese			152			
Arabic						
<b>Total Number of Notifications</b>	<b>275,170</b>	<b>194,537</b>	<b>383,495</b>	<b>255,946</b>	<b>201,695</b>	<b>194,696</b>

#### Number of Notifications

Language	Jan.	Feb.	Mar.	Apr.	May	June	Total
English*	233,089	372,242	292,033				2,226,326
Farsi							34
Korean	352	1,218	121				2,443
Spanish*	28,282	20,323	13,864				185,980
Vietnamese*	24,354	8,535	1,812				86,829
Chinese		132					284
Arabic							0
<b>Total Number of Notifications</b>	<b>286,077</b>	<b>402,450</b>	<b>307,830</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,501,896</b>

\* Threshold languages for RCOG



## FAMILY SUPPORTS

### Related Guiding Principles

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

### Community Outreach

Fiscal Year 2022-23

#### Number of Outreach Events

Type of Outreach / Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
<b>In Person</b>						
English		12	7	7	8	6
Spanish	1	1	4	1	3	3
Vietnamese		2	3			4
Other Languages		1 (Korean)		1 (Korean)	1 (Korean)	
<b>In Print</b>						
English	3		3		4	3
Spanish	1					
Vietnamese						
Other Languages						
<b>TV / Radio</b>						
English						
Spanish						
Vietnamese			1	1		1
Other Languages						
<b>Total Number of Outreach Events</b>	<b>5</b>	<b>16</b>	<b>18</b>	<b>10</b>	<b>16</b>	<b>17</b>

#### Number of Outreach Events

Language	Jan.	Feb.	Mar.	Apr.*	May*	June*	Total
<b>In Person</b>							
English	5	5	10				<b>60</b>
Spanish	1	2	1				<b>17</b>
Vietnamese		3					<b>12</b>
Other Languages							<b>3</b>
<b>In Print</b>							
English							<b>13</b>
Spanish							<b>1</b>
Vietnamese							<b>0</b>
Other Languages							<b>0</b>
<b>TV / Radio</b>							
English							<b>0</b>
Spanish							<b>0</b>
Vietnamese	5	4	4				<b>16</b>
Other Languages							<b>0</b>
<b>Total Number of Outreach Events</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>122</b>

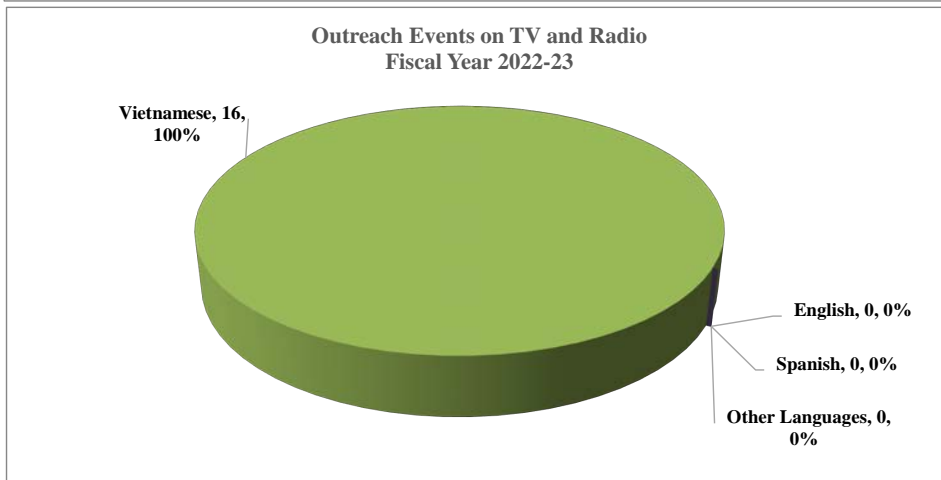
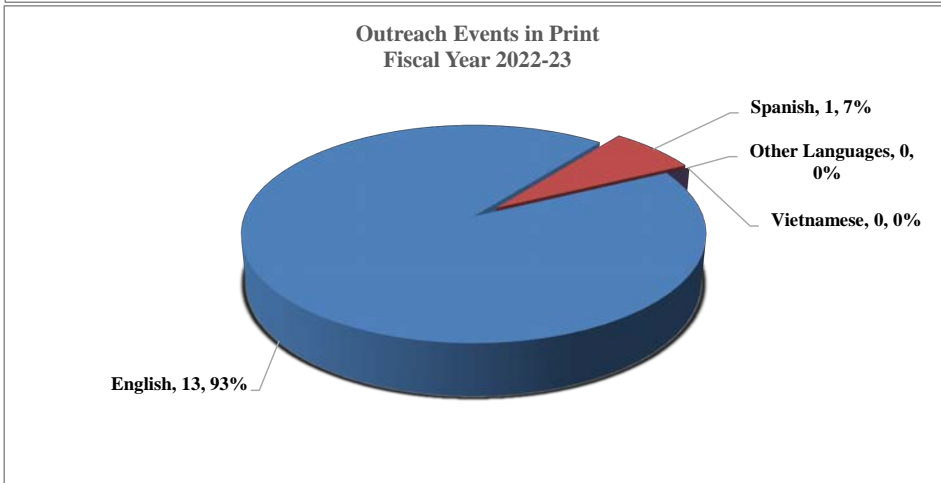
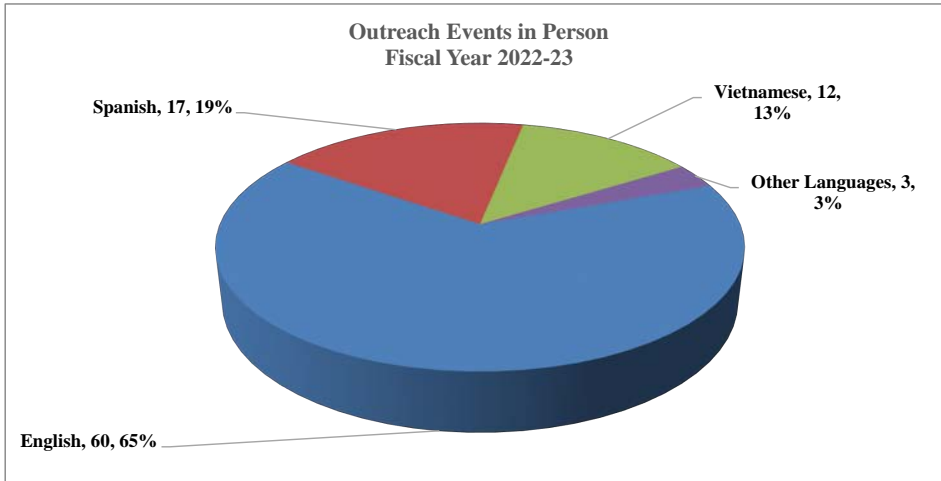
\* Virtual Meetings

## 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 2022-23



## EARLY INTERVENTION / PREVENTION

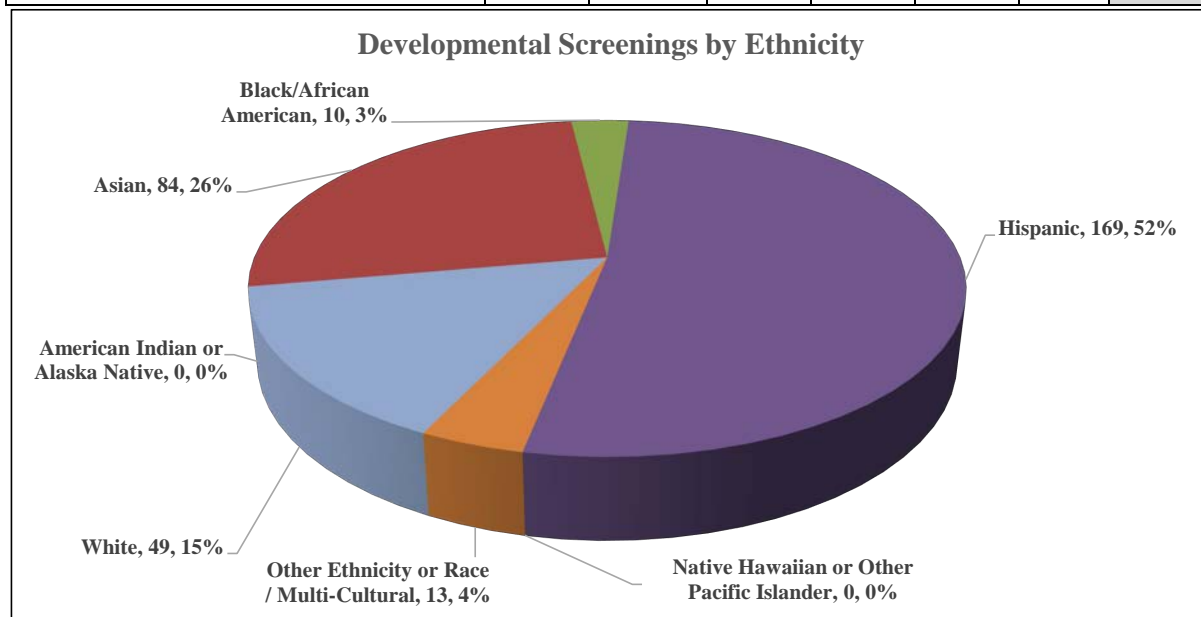
### Related Guiding Principles

- 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 2022-23

Developmental Screenings by Ethnicity	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
American Indian or Alaska Native	0	0	0	0	0	0
Asian	19	7	30	7	0	0
Black/African American	3	1	0	1	0	0
Hispanic	19	42	28	32	0	0
Native Hawaiian or Other Pacific Islander	0	0	0	0	0	0
Other Ethnicity or Race / Multi-Cultural	8	1	2	0	0	0
White	5	4	11	17	0	0
<b>Total Number Screened</b>	<b>54</b>	<b>55</b>	<b>71</b>	<b>57</b>	<b>0</b>	<b>0</b>
<b>Total Number Referred to RCOC</b>	<b>18</b>	<b>25</b>	<b>13</b>	<b>18</b>	<b>0</b>	<b>0</b>

Developmental Screenings by Ethnicity	Jan.	Feb.	Mar.	Apr.	May	June	Total
American Indian or Alaska Native	0	0	0				0
Asian	1	6	14				84
Black/African American	0	5	0				10
Hispanic	7	30	11				169
Native Hawaiian or Other Pacific Islander	0	0	0				0
Other Ethnicity or Race / Multi-Cultural	1	1	0				13
White	1	8	3				49
<b>Total Number Screened</b>	<b>10</b>	<b>50</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>325</b>
<b>Total Number Referred to RCOC</b>	<b>3</b>	<b>14</b>	<b>9</b>				<b>100</b>



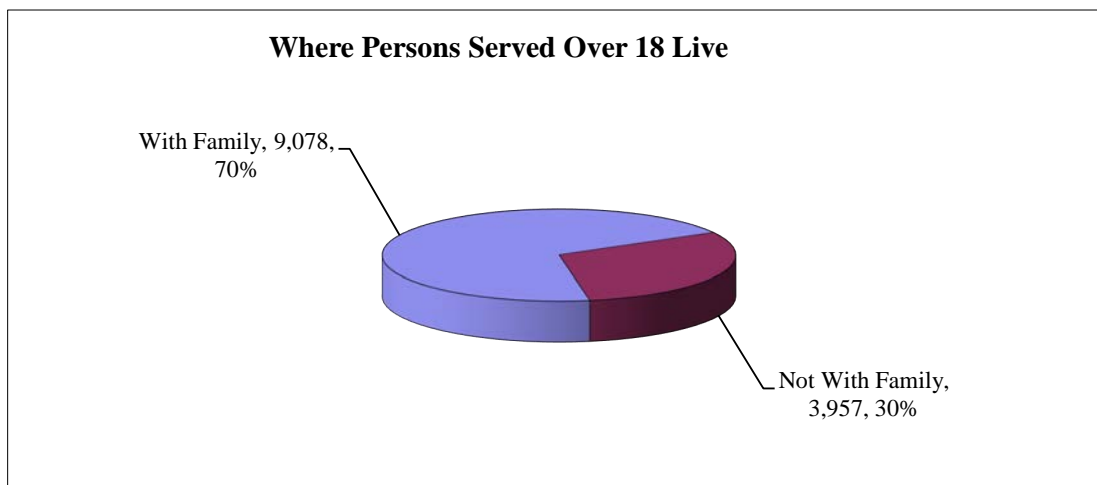
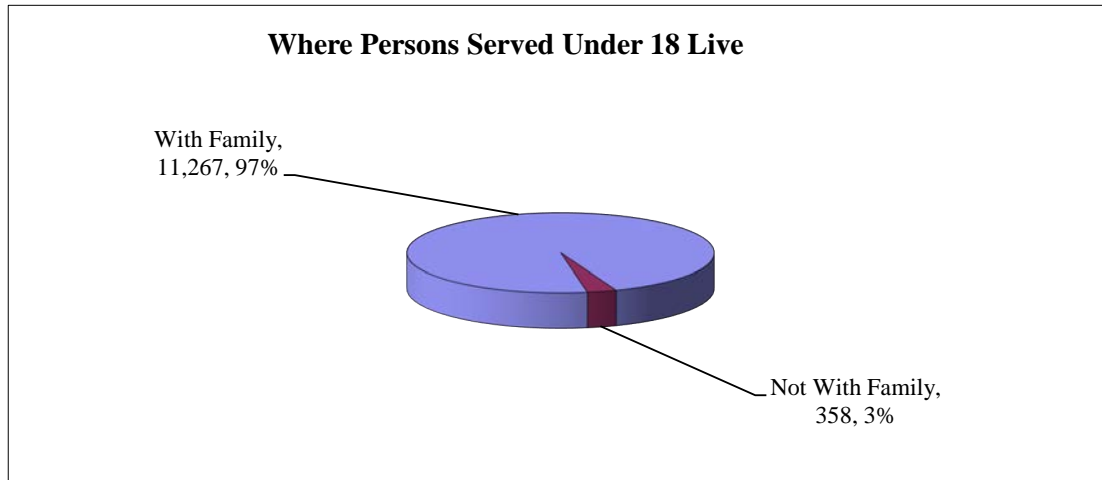


## LIVING OPTIONS

### 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.*

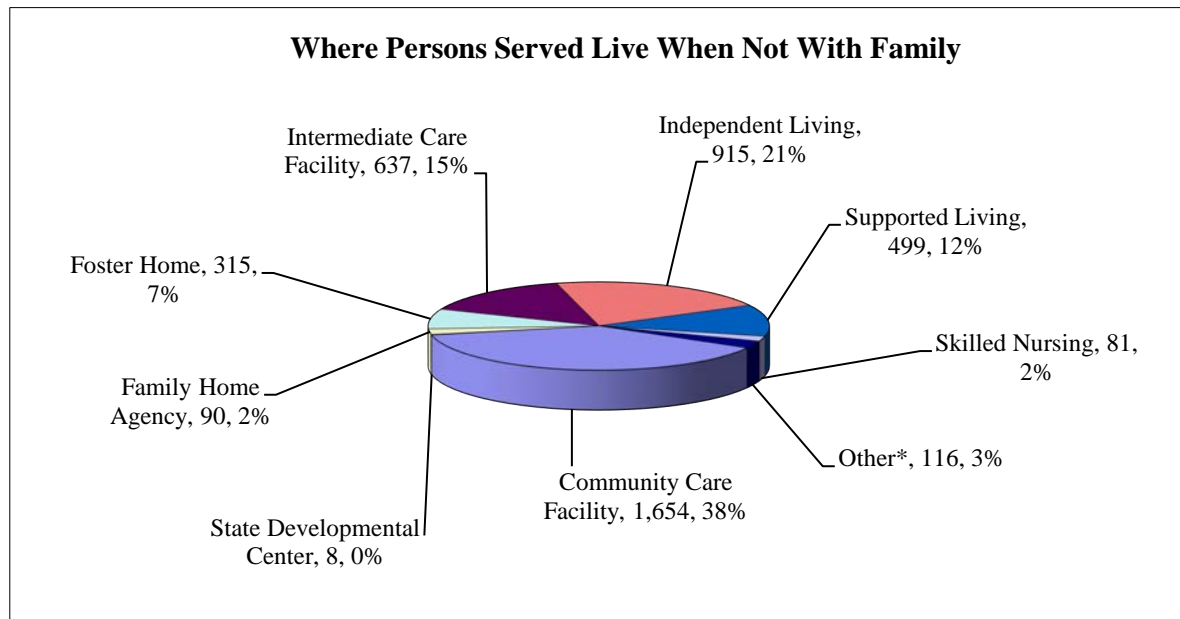
Where Persons Served Live	Persons Served All	Persons Served Under 18	Persons Served Over 18
With Family	20,345	11,267	9,078
Not With Family	4,315	358	3,957
<b>Totals</b>	<b>24,660</b>	<b>11,625</b>	<b>13,035</b>



**LIVING OPTIONS, continued**

Where Persons Served Live	All Persons Served	Persons Served Under 18	Persons Served Over 18
Family Home	20,345	11,267	9,078
Community Care Facility	1,654	20	1,634
State Developmental Center	8	0	8
Family Home Agency	90	0	90
Foster Home	315	310	5
Intermediate Care Facility	637	3	634
Independent Living	915	0	915
Supported Living	499	0	499
Skilled Nursing	81	0	81
Other*	116	25	91
<b>Total</b>	<b>24,660</b>	<b>11,625</b>	<b>13,035</b>

<b>Other*</b>			
Acute General Hospital	1	0	1
California Youth Authority	1	1	0
Community Treatment	2	1	1
Correctional Institution	1	0	1
County Jail	3	0	3
Other	0	0	0
Out of State	1	1	0
Psychiatric Treatment	17	3	14
Rehabilitation Center	7	0	7
SDC / State Hospital	8	0	8
Sub-Acute	40	13	27
Transient / Homeless	16	1	15
<b>Total, Other*</b>	<b>97</b>	<b>20</b>	<b>77</b>



## 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.

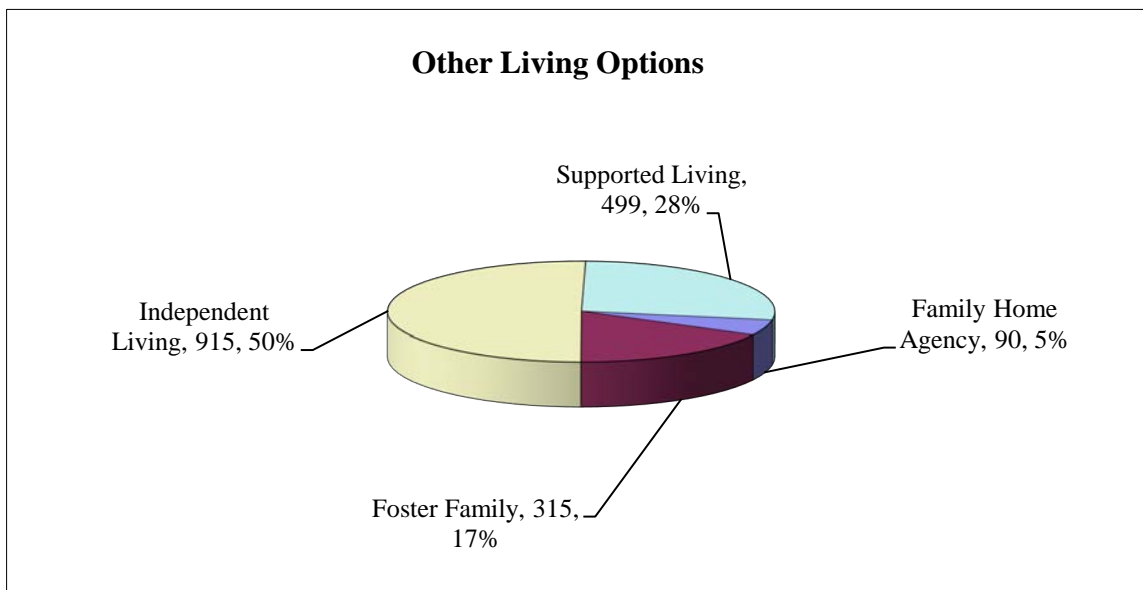
#### Independent Living

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.

<b>Other Living Options</b>	<b>Total</b>	<b>Under 18</b>	<b>Over 18</b>
Family Home Agency	90	0	90
Foster Family	315	310	5
Independent Living	915	0	915
Supported Living	499	0	499
<b>Total</b>	<b>1,819</b>	<b>310</b>	<b>1,509</b>



## 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 2022-23

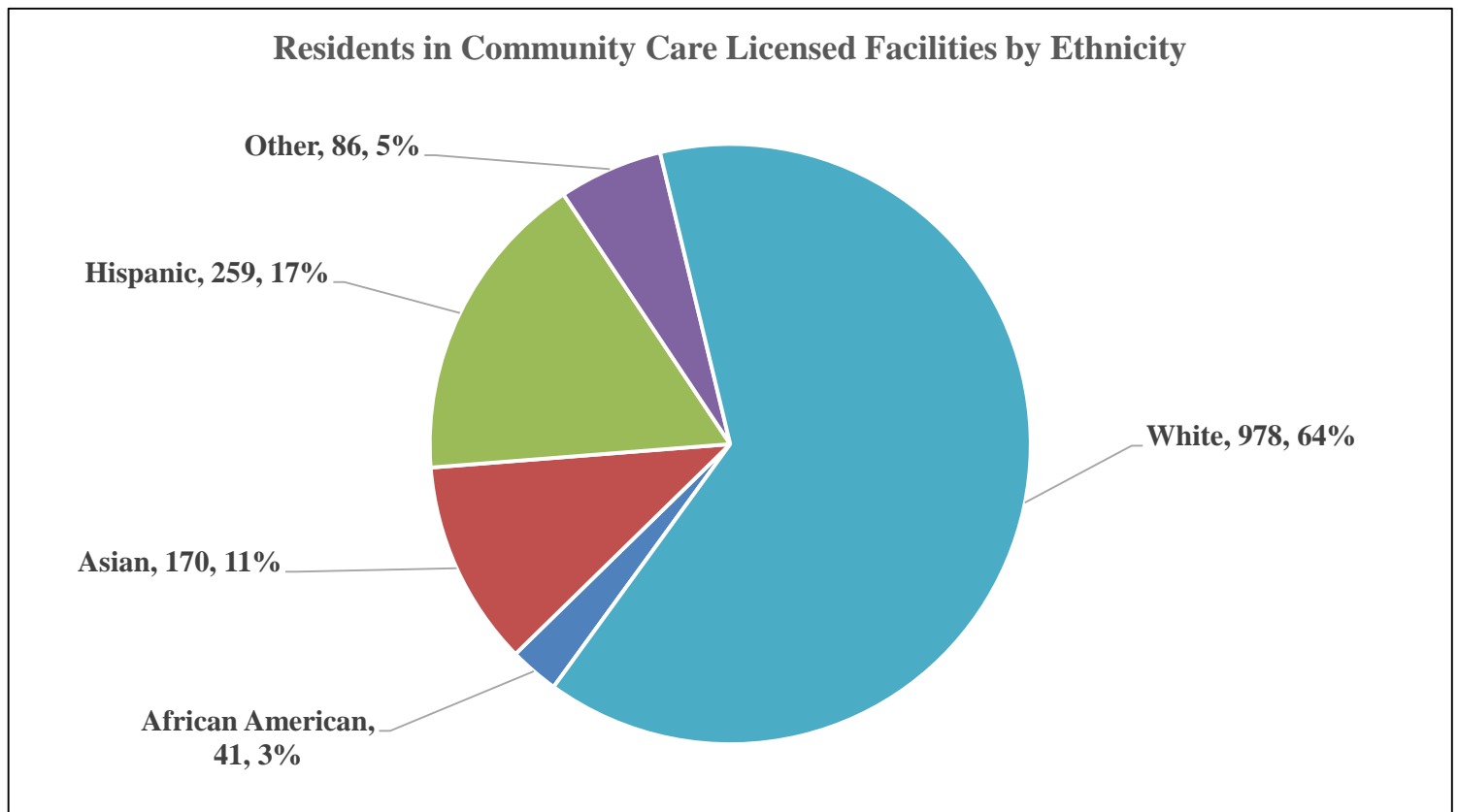
<b>Licensed Facilities</b>	<b>Total</b>	<b>Over 18</b>	<b>Under 18</b>
Level 2	191	191	0
Level 3	263	263	0
Level 4A	33	33	0
Level 4B	5	5	0
Level 4C	50	50	0
Level 4D	37	37	0
Level 4E	19	19	0
Level 4F	61	61	0
Level 4G	30	30	0
Level 4H	1	1	0
Level 4I	307	306	1
Elderly	1	1	0
ICF/DD-H	3	3	0
ICF/DD-N	5	5	0
ICF/DD	0	0	0
Skilled Nursing	0	0	0
<b>Total</b>	<b>1,006</b>	<b>1,005</b>	<b>1</b>

<b>Licensed Facilities Summary</b>	<b>Total</b>	<b>Over 18</b>	<b>Under 18</b>
Level 2	191	191	0
Level 3	263	263	0
Level 4	543	542	1
ICF/DD-H	3	3	0
ICF/DD-N	5	5	0
Elderly	1	1	0
Skilled Nursing	0	0	0
<b>Total</b>	<b>1,006</b>	<b>1,005</b>	<b>1</b>

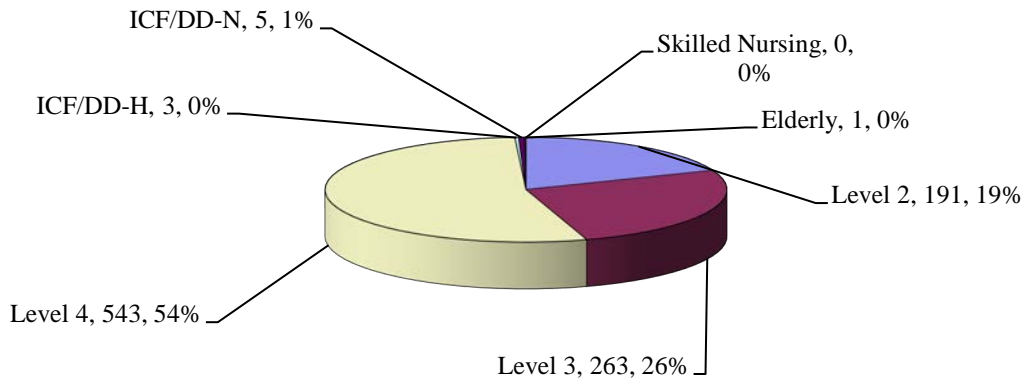
## LIVING OPTIONS, continued

### Persons Served Who Reside in Licensed Facilities Funded by RCOC by Ethnicity Fiscal Year 2022-23

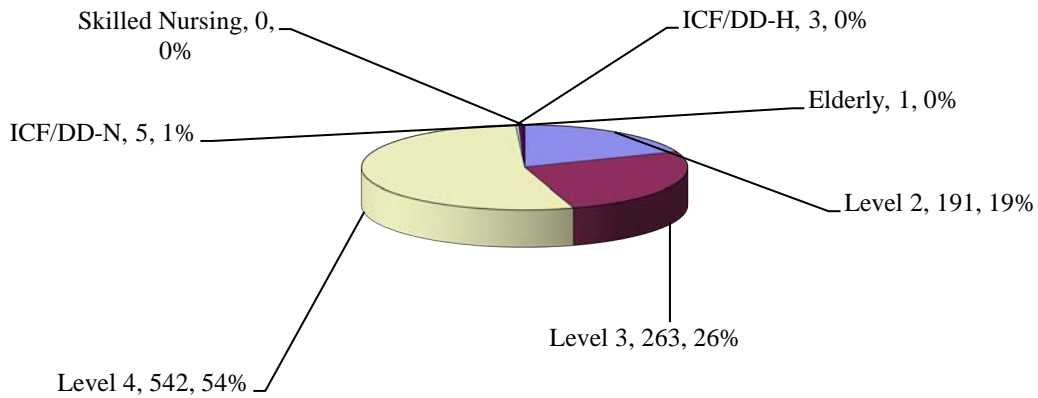
Licensed Facilities	African American	Asian	Hispanic	Other	White	Total
Level 2	10	23	55	12	214	314
Level 3	11	28	66	24	229	358
Level 4A	0	5	6	2	24	37
Level 4B	0	1	0	0	8	9
Level 4C	2	11	10	1	54	78
Level 4D	0	10	6	2	28	46
Level 4E	0	4	10	2	21	37
Level 4F	3	14	9	2	41	69
Level 4G	0	8	3	3	39	53
Level 4H	0	0	2	0	1	3
Level 4I	15	66	92	38	319	530
<b>Total</b>	<b>41</b>	<b>170</b>	<b>259</b>	<b>86</b>	<b>978</b>	<b>1,534</b>



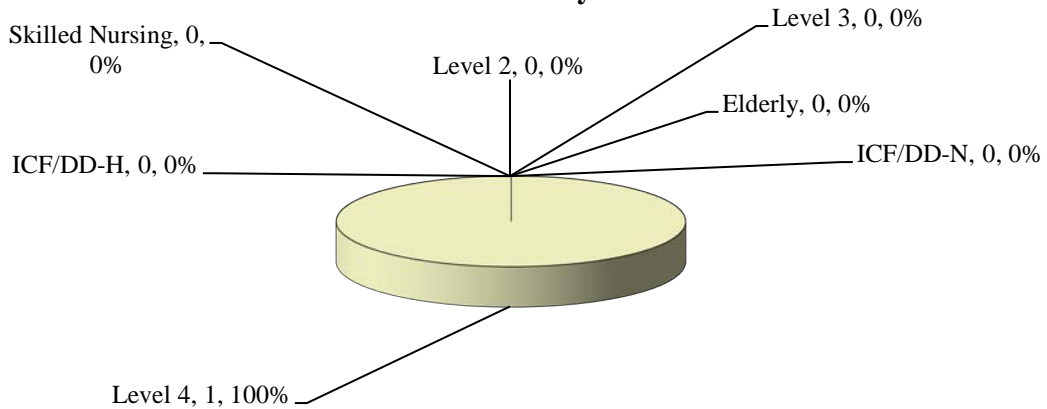
**Persons Served Who Reside in Licensed Facilities  
Services Funded by RCOG**



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



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

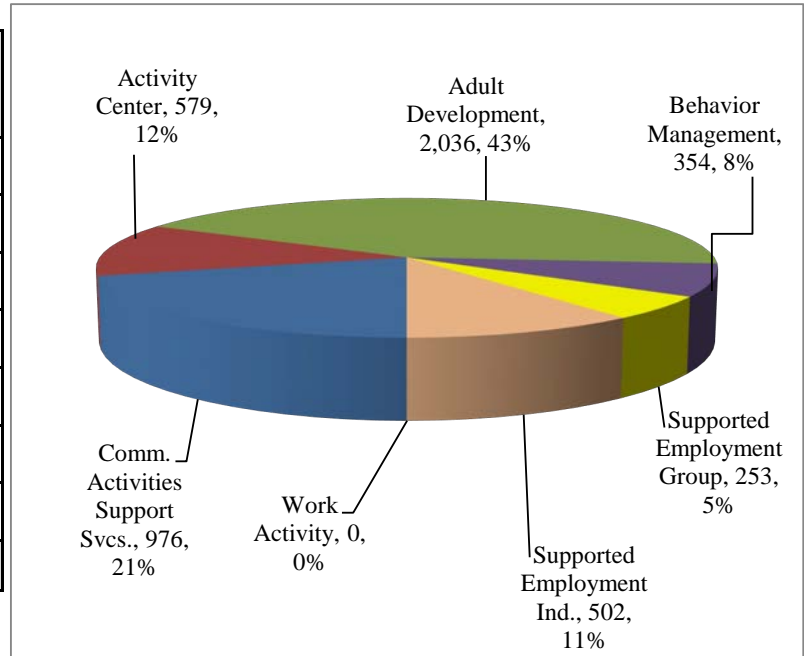


## WORK

### Related Guiding Principle

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

Adult Day & Employment Services	Persons Served Over 18
Comm. Activities Support Svcs.	976
Activity Center	579
Adult Development	2,036
Behavior Management	354
Supported Employment Group	253
Supported Employment Ind.	502
Work Activity	0
<b>Total</b>	<b>4,700</b>



### 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 2022-23*

Service Coordination:	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Number of Service Coordinators (SC)	322.0	321.3	320.4	345.4	341.4	337.4
Number of Case-Carrying SCs	296.4	294.7	293.9	318.9	314.9	310.9
Number of Intake SCs	25.7	26.7	26.7	26.7	26.7	26.7
Number of Active Persons Served	23,980	24,028	24,161	24,276	24,367	24,488
Caseload Ratio, # of Active Persons Served/SCs	80.9	81.5	82.2	76.1	77.4	78.8

Service Coordination:	Jan.	Feb.	Mar.	Apr.	May	June
Number of Service Coordinators (SC)	339.4	344.4	346.4			
Number of Case-Carrying SCs	312.9	317.8	319.8			
Number of Intake SCs	26.7	26.7	26.7			
Number of Active Persons Served	24,550	24,622	24,774			
Caseload Ratio, # of Active Persons Served/SCs	78.5	77.5	77.5			

**SERVICE PLANNING AND COORDINATION continued**

**Fair Hearings**  
**Fiscal Year 2022-23**

	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June
<b>Number of Unsettled Hearing Requests*</b>	<b>15</b>	<b>17</b>	<b>15</b>	<b>15</b>	<b>20</b>	<b>23</b>	<b>23</b>	<b>24</b>	<b>27</b>			
Eligibility - Lanterman	3	4	4	2	2	3	3	2	2			
Behavioral services	1	1	1	2	2	5	7	4	3			
Respite	3	2	1	2	4	6	6	5	5			
Day Care			1	1	1	1	1					
ILS/SLS												
Personal Assistance	2	1	1	1		2	5	5	4			
Other**	10	9	7	7	11	12	12	9	9			

\* 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.

<b>Number of New Hearing Requests Filed*</b>	<b>9</b>	<b>5</b>	<b>3</b>	<b>8</b>	<b>8</b>	<b>13</b>	<b>10</b>	<b>15</b>	<b>12</b>			
Eligibility - Lanterman	3	2		1	2	1	1	1	1			
Eligibility - Early Start												
Behavioral services				2		3	2	1	1			
Respite	1			1	2	3		1	1			
Day Care			1									
Social/Recreational						2	2	3	3			
Personal Assistance		1				2	3					
Other**	5	2	2	4	4	2	2	7	2			

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

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

<b>Number of All Meetings Held</b>	<b>7</b>	<b>6</b>	<b>6</b>	<b>3</b>	<b>3</b>	<b>9</b>	<b>5</b>	<b>5</b>	<b>11</b>			
Number of Informal Meetings Held	7	2	5	3	3	7	4	5	8			
Number of Mediations Held		4				2	1		3			
Number of SLFHs Held			1									

<b>Number of Requests in Scheduling*</b>	<b>4</b>	<b>9</b>	<b>5</b>	<b>9</b>	<b>17</b>	<b>8</b>	<b>10</b>	<b>11</b>	<b>11</b>			
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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.

<b>Number of Requests Pending*</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>			
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\* State Level Fair Hearing (SLFH) held but awaiting decision.

<b>Number of Requests Settled</b>	<b>4</b>	<b>2</b>	<b>4</b>	<b>3</b>	<b>0</b>	<b>6</b>	<b>8</b>	<b>8</b>	<b>5</b>			
Withdrawn by Person Served/Family				2		1	0	2				
Settled in Informal	4	1	3	1		2	5	4	3			
Settled after further follow-up by RCOC						1	2	2	1			
Settled in Mediation		1				2	1		1			
SLFH Decision			1									

**State Level Fair Hearing Decisions**

<b>Prevailing Party</b>												
Person Served/Family												
RCOC			1									
Split												

## ADMINISTRATION AND GOVERNANCE

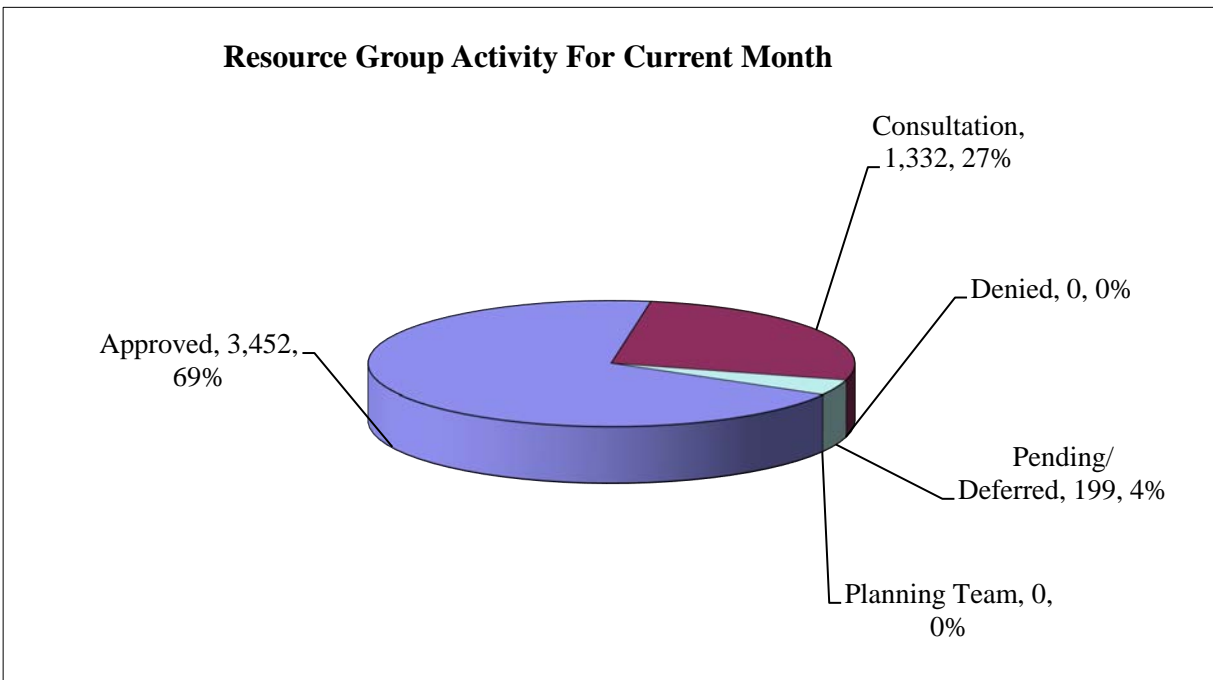
### Guiding Principle

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

### Resource Group Activity for March 2023 and Fiscal Year to Date

Disposition	Approved	Consultation	Denied	Pending/Deferred	Planning Team	Total
Adult Day	714	502	0	71	0	1,287
Behavioral	116	87	0	6	0	209
Education	0	0	0	0	0	0
Eligibility/Health	80	2	0	5	0	87
Early Start	766	146	0	33	0	945
Living Options	338	203	0	6	0	547
Supported/Ind.	312	153	0	16	0	481
All Others	1126	239	0	62	0	1,427
<b>Monthly Total</b>	<b>3,452</b>	<b>1,332</b>	<b>0</b>	<b>199</b>	<b>0</b>	<b>4,983</b>

<b>FY 2022-23 Total to Date</b>	28,852	12,462	0	1,861	0	<b>43,175</b>
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## Operations Report Summary - March 2023

About Persons Served	Early Start	Medicaid Waiver	All Other	SDC	Total	Under 18	Over 18
Number of Persons Served	3,533	8,718	11,729	8	<b>23,988</b>	11,625	13,035
<i>Percentage of Total</i>	<i>15%</i>	<i>36%</i>	<i>49%</i>	<i>0%</i>	<i>100%</i>	<i>48%</i>	<i>54%</i>

<b>Children served in Prevention Resource and Referral Services</b>	<b>458</b>
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Persons Served by Residence Status	All	Under 18	Over 18
Family Home	20,345	11,267	9,078
Community Care Facility	1,654	20	1,634
State Developmental Center	8	0	8
Family Home Agency	90	0	90
Foster Home	315	310	5
Intermediate Care Facility	637	3	634
Independent Living	915	0	915
Supported Living	499	0	499
Skilled Nursing	81	0	81
Other	116	25	91
<b>Total</b>	<b>24,660</b>	<b>11,625</b>	<b>13,035</b>

Special Incident Investigations	Year to Date
AWOL	40
Abuse	106
Neglect	130
Injury	169
Hospitalizations - Total	304
Death	120
Victim of crime	6
Arrest	9
Rights	220
<b>Total</b>	<b>1,104</b>

### Number of Licensed Facilities

<i>Community Care Facilities</i>	Total	Under 18	Over 18
Level 2	70	0	70
Level 3	80	0	80
Level 4	202	12	190
<b>Total Community Care Facilities</b>	<b>352</b>	<b>12</b>	<b>340</b>

Licensed Facility Monitoring	Year to Date
Annual Review	336
Unannounced	457
Total Number of Reviews	793
Provider Trainings	0
Technical Support	1,083
Corrective Action Plans	38

### *Intermediate Care Facilities (ICF)*

ICF-DD	0
ICF-DD/Habilitation	74
ICF-DD/Nursing	40
<b>Total ICF Facilities</b>	<b>114</b>

<b>Number of Audits</b>	<b>1</b>
<b>Amount of Recovery from Audits</b>	<b>\$28,747</b>

<b>Total Licensed Facilities</b>	<b>466</b>
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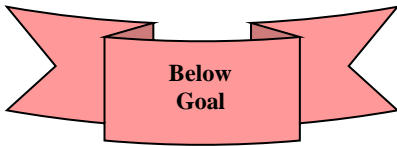
## Performance Contract Summary

RCOC as of 03/01/2023	All	RCOC #	Goal	Percentage	# Attained
Developmental Center (DC)	24,616	10	0	0.04%	-10
Children in Foster Homes (FH)	11,616	313	315	2.69%	-2
Children Own Home Parent/Guardian	11,616	11,264	11,300	96.97%	-36
Total # Children (FH,Parent/Guardian)	11,616	11,577	11,615	99.66%	-38
Adult FHA	12,990	90	110	0.69%	-20
Independent Living (IL)	12,990	912	924	7.02%	-12
Adults Residing Own Home - Parent	12,990	9,072	9,150	69.84%	-78
Supported Living (SL)	12,990	493	512	3.80%	-19
Total # Adults (FHA, IL,Parent/Guardian, SL)	12,990	10,567	10,696	81.35%	-129
Children Residing in a CCF (7+ beds)	11,616	1	0	0.01%	-1
Children Residing in a ICF (7+ beds)	11,616	0	0	0.00%	0
Children Residing in a Nursing Facility (7+ beds)	11,616	0	0	0%	0
Total Children Residing in 7+ bed facilities	11,616	1	0	0.01%	-1
Adults Residing in a CCF (7+ beds)	12,990	121	114	0.93%	-7
Adults Residing in a ICF (7+ beds)	12,990	13	6	0.10%	-7
Adults Residing in a Nursing Facility (7+ beds)	12,990	80	74	0.62%	-6
Total Adults Residing in 7+ bed facilities	12,990	214	194	1.65%	-20
Total Individuals Over Age 3 with <=120 days	262	260	100%	100.00%	99.24%
Total Individuals Over Age 3 with 121-240 days	262	1	0%	0.38%	0.38%
Total Individuals Over Age 3 Over 240 days	262	1	0%	0.38%	0.38%
Adults with Integrated Employment Goal	12,990	48%	65%		
Total Number of Incentive Payments Made	12,990	207			
Avg. Wage per Hour After Incentive Payment	12,990	\$14.40			
Number of Persons Served with Earned Income	12,990	1,726			
Percentage of 16-64 Earned Income	12,990	22%			
Annual Earnings of 16-64	12,990	\$7,656			
Number of Adults in CIE After Paid Intern	12,990	0			
Percentage Adults Transitioned Internship to CIE	12,990	0%			
Total Annual Expenditures Race/Ethnicity	24,616				

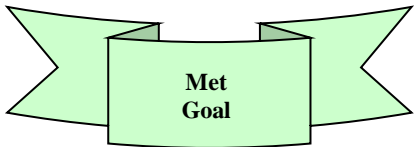
**Performance Contract 2023-2024 Cover Sheet**



= Better than Statewide Average



= Below Regional Center of Orange County Goal



= Met Regional Center of Orange County Goal



= Met or Exceeded Regional Center of Orange County Goal



= Exceeded Regional Center of Orange County Goal

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



**Performance Contract 2023-2024**

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

Compliance Measure	Outcome
Unqualified audit with no material findings	Yes
Substantial compliance with DDS fiscal audit	Yes
Operates within OPS budget	Yes
Certified to participate in Waiver	Yes
Compliance with vendor audit requirements per contract, Article III, sec. 10	Met
CDER/ESR current	97.04
Intake/Assessment and IFSP (0-2)	99.52
IPP development biennial	Annual, 99.46
IFSP development	69.28



## Performance Contract 2023-2024

### I. Developmental Center

#### Planned Activities

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

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

- Implementation of Community Placement Plan/Resource Development Plan for FYs 2021-2022 and 2022-2023.

**Progress:** In FY 2019-2020, RCOC moved the last persons served from Fairview Developmental Center into the community. The remaining individuals are served at Porterville Developmental Center where they remain for competency issues. During Public Meetings in August 2022, RCOC had 8 persons served, or 0.03%, in Developmental Centers.

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

	Percentage	All Consumers	Consumers in DC			
Statewide Average	0.06%	384,188	233			
RCOC Public Hearing 8/17/22	0.03%	23,394	8	Goal	%	# Attained
RCOC 03/01/23	0.04%	24,616	10	0	0.04%	-10
Analysis as of Public Hearing	RCOC % of DD pop		6.09%	RCOC % of DC pop		3.43%



Number of Persons Served Residing DC's



	Total Active Caseload	Goal	DC	%	Number Attained
Jan-23	24,544	0	10	0.04%	-10
Feb-23	24,616	0	10	0.04%	-10
Mar-23		0			
Apr-23		0			
May-23		0			
Jun-23		0			
Jul-23		0			
Aug-23		0			
Sep-23		0			
Oct-23		0			
Nov-23		0			
Dec-23		0			
Jan-24		0			
Feb-24		0			
Mar-24		0			
Apr-24		0			
May-24		0			
Jun-24		0			



## Performance Contract 2023-2024

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

#### Planned Activities

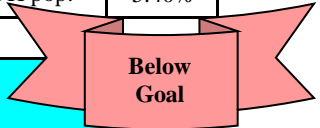
**Statement:** The Regional Center of Orange County (RCOC) ensures that children will reside with their families by providing the needed supports and services regardless of the severity of the child's disability.

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

Progress: A. During public meetings, RCOC had 284, or 2.64%, of children in foster homes.

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

	Percentage	All Children	Children in FH	Goal	%	# Attained
Statewide Average	2.66%	197,711	5,256			
RCOC Public Hearing 8/17/22	2.64%	10,752	284			
RCOC 03/01/23	2.69%	11,616	313	315	2.69%	-2
Analysis as of Public Hearing	RCOC % of DD pop.		5.44%	RCOC % of FH pop.		5.40%



	Total Children Status 1&2	Goal	Children in Foster Homes	%	Number Attained
Jan-23	11,574	315	316	2.73%	1
Feb-23	11,616	315	313	2.69	-2
Mar-23		315			
Apr-23		315			
May-23		315			
Jun-23		315			
Jul-23		315			
Aug-23		315			
Sep-23		315			
Oct-23		315			
Nov-23		315			
Dec-23		315			
Jan-24		315			
Feb-24		315			
Mar-24		315			
Apr-24		315			
May-24		315			
Jun-24		315			

Progress: B. During public meetings, RCOC had 10,425, or 96.96%, of children in own-home-parent/guardian.

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

	%	All Children	Children in own home Parent/Guardian			
Statewide Average	96.94%	197,711	191,657			
RCOC Public Hearing 8/17/22	96.96%	10,752	10,425	Goal	%	# Attained
RCOC 03/01/23	96.97%	11,616	11,264	11,300	96.97%	-36
Analysis as of Public Hearing	RCOC % of DD pop.		5.44%	RCOC % of Home		96.96%



	Total Children	Children in own home Parent/Guardian	Children in Own Home Parent/Guardian	%	Number Attained
Jan-23	11,574	11,300	11,220	96.94%	-80
Feb-23	11,616	11,300	11,264	97%	-36
Mar-23		11,300			
Apr-23		11,300			
May-23		11,300			
Jun-23		11,300			
Jul-23		11,300			
Aug-23		11,300			
Sep-23		11,300			
Oct-23		11,300			
Nov-23		11,300			
Dec-23		11,300			
Jan-24		11,300			
Feb-24		11,300			
Mar-24		11,300			
Apr-24		11,300			
May-24		11,300			
Jun-24		11,300			





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

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

	%	All Children	Total Number Children in Homes	Goal	%	# Attained
Statewide Average	99.65%	197,611	196,913			
RCOC Public Hearing 8/17/22	99.60%	10,752	10,709			
RCOC 03/01/23	99.66%	11,616	11,577	11,615	99.66%	-38
Analysis of Public Hearing	RCOC % of DD pop		5.44%	RCOC % Homes		92.50%

	Total Children Status 1&2	Goal	Total Number Children in Homes	%	Number Attained
Jan-23	11,574	11,615	11,536	99.67%	-79
Feb-23	11,616	11,615	11,577	99.66%	-38
Mar-23		11,615			
Apr-23		11,615			
May-23		11,615			
Jun-23		11,615			
Jul-23		11,615			
Aug-23		11,615			
Sep-23		11,615			
Oct-23		11,615			
Nov-23		11,615			
Dec-23		11,615			
Jan-24		11,615			
Feb-24		11,615			
Mar-24		11,615			
Apr-24		11,615			
May-24		11,615			
Jun-24		11,615			

Below Goal

## Performance Contract 2023-2024

### III. Adults Residing in Home Settings

#### Planned Activities

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

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

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



**Progress:** A. During public meetings, RCOC had 99, or 0.78%, of adults residing in Adult FHA.

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

	Percentage	Total Adults Status 2	Adults in FHA			
Statewide Average	0.82%	186,242	1,529			
RCOC Public Hearing 8/17/22	0.78%	12,634	99	Goal	%	# Attained
RCOC 03/01/23	0.74%	12,990	90	110	0.69%	-20
Analysis as of Public Hearing	RCOC % of DD pop		6.78%	RCOC % of FHA pop		6.47%



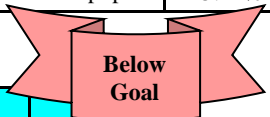
	Total Adults Status 2	Goal	Adults in FHA	%	Number Attained
Jan-23	12,970	110	91	0.70%	-19
Feb-23	12,990	110	90	0.69%	-20
Mar-23		110			
Apr-23		110			
May-23		110			
Jun-23		110			
Jul-23		110			
Aug-23		110			
Sep-23		110			
Oct-23		110			
Nov-23		110			
Dec-23		110			
Jan-24		110			
Feb-24		110			
Mar-24		110			
Apr-24		110			
May-24		110			
Jun-24		110			



**Progress:** B. During public meetings, RCOC had 903, or 7.15%, of adults residing in independent living.

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

	Percentage	Total Adults Status 2	Adults in Independent Living	Goal	%	# Attained
Statewide Average	9.48%	186,242	17,651			
RCOC Public Hearing 8/17/22	7.15%	12,634	903			
RCOC 03/01/23	7.02%	12,990	912	924	7.02%	-12
Analysis of Public Hearing	RCOC % of DD pop		6.78%	RCOC % of IL pop		5.12%



	Total Adults Status 2	Goal	Adults in Independent Living	%	Number Attained
Jan-23	12,970	924	907	6.99%	-17
Feb-23	12,990	924	912	7.02%	-12
Mar-23		924			
Apr-23		924			
May-23		924			
Jun-23		924			
Jul-23		924			
Aug-23		924			
Sep-23		924			
Oct-23		924			
Nov-23		924			
Dec-23		924			
Jan-24		924			
Feb-24		924			
Mar-24		924			
Apr-24		924			
May-24		924			
Jun-24		924			



**Progress:** C. During public meetings, RCOC had 8,719, or 69.01%, of adults residing in own home-parent.

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

	Percentage	Total Adults Status 2	Adults Residing Own Home Parent	Goal	%	# Attained
Statewide Average	67.43%	186,242	125,589			
RCOC Public Hearing 8/17/22	69.01%	12,634	8,719			
RCOC 03/01/23	69.84%	12,990	9,072	9,150	69.84%	-78
Analysis of Public Hearing	RCOC % of DD pop		6.78%	RCOC % of own home		6.94%



	Total Adults Status 2	Goal	Adults Residing Own Home Parent	%	Number Attained
Jan-23	12,970	9,150	9,052	69.79%	-98
Feb-23	12,990	9,150	9,072	69.84%	-78
Mar-23		9,150			
Apr-23		9,150			
May-23		9,150			
Jun-23		9,150			
Jul-23		9,150			
Aug-23		9,150			
Sep-23		9,150			
Oct-23		9,150			
Nov-23		9,150			
Dec-23		9,150			
Jan-24		9,150			
Feb-24		9,150			
Mar-24		9,150			
Apr-24		9,150			
May-24		9,150			
Jun-24		9,150			



**Progress:** D. During public meetings, RCOC had 496, or 3.93%, of adults residing in supported living.

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

	Percentage	Total Adults Status 2	Adults Residing in Supported Living			
Statewide Average	5.02%	186,242	9,359			
RCOC Public Hearing 8/17/22	3.93%	12,634	496	Goal	%	# Attained
RCOC 03/01/23	3.80%	12,990	493	512	3.80%	-19
Analysis of Public Hearing	RCOC % of DD pop		6.78%	RCOC % of SL pop		5.30%

	Total Adults Status 2	Goal	Adults Residing Supported Living	%	Number Attained
Jan-23	12,970	512	492	3.79%	-20
Feb-23	12,990	512	493	3.80%	-19
Mar-23		512			
Apr-23		512			
May-23		512			
Jun-23		512			
Jul-23		512			
Aug-23		512			
Sep-23		512			
Oct-23		512			
Nov-23		512			
Dec-23		512			
Jan-24		512			
Feb-24		512			
Mar-24		512			
Apr-24		512			
May-24		512			
Jun-24		512			





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

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

	Percentage	Total Adults Status 2	Total Number Adults in Home Settings			
Statewide Average	82.75%	186,242	154,119			
RCOC Public Heaing 8/17/22	80.97%	12,634	10,217	Goal	%	# Attained
RCOC 03/01/23	81.35%	12,990	10,567	10,696	81.35%	-129
Analysis of Public Hearing	RCOC % of DD pop		6.78%	RCOC % of Home		6.63%

	Total Adults Status 2	Goal	Total Number Adults in Home Settings	%	Number Attained
Jan-23	12,970	10,696	10,542	81.28%	-154
Feb-23	12,990	10,696	10,567	81.35%	-129
Mar-23		10,696			
Apr-23		10,696			
May-23		10,696			
Jun-23		10,696			
Jul-23		10,696			
Aug-23		10,696			
Sep-23		10,696			
Oct-23		10,696			
Nov-23		10,696			
Dec-23		10,696			
Jan-24		10,696			
Feb-24		10,696			
Mar-24		10,696			
Apr-24		10,696			
May-24		10,696			
Jun-24		10,696			



## Performance Contract 2023-2024

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

#### Planned Activities

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

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

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

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

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

	Percentage	Total Children Status 1&2	Children Residing in CCF 7+ Beds	Goal	%	# Attained
Statewide Average	0.01%	197,711	13			
RCOC Public Hearing 8/17/22	0.00%	10,752	0			
RCOC 03/01/23	0.01%	11,616	1	0	0.01%	-1
Analysis of Public Hearing	RCOC % of DD pop		5.44%	RCOC % of CCF 7+		0.00%



	Total Children Status 1&2	Goal	Children Residing CCF 7+ Beds	%	Number Attained
Jan-23	11,574	0	1	0.01%	-1
Feb-23	11,616	0	1	0.01%	-1
Mar-23		0			
Apr-23		0			
May-23		0			
Jun-23		0			
Jul-23		0			
Aug-23		0			
Sep-23		0			
Oct-23		0			
Nov-23		0			
Dec-23		0			
Jan-24		0			
Feb-24		0			
Mar-24		0			
Apr-24		0			
May-24		0			
Jun-24		0			



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

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

	Percentage	Total Children Status 1&2	Children Residing in an ICF 7+ beds	Goal	%	# Attained
Statewide Average	0.02%	197,711	34			
RCOC Public Hearing 8/17/22	0.00%	10,752	0	0	0.00%	0
RCOC 03/01/23	0.00%	11,616	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.44%	RCOC % of ICF 7+		0.00%



	Total Children Status 1&2	Goal	Children Residing ICF 7+ Beds	%	Number Attained
Jan-23	12,574	0	0	0.00%	0
Feb-23	11,616	0	0	0.00%	0
Mar-23		0			
Apr-23		0			
May-23		0			
Jun-23		0			
Jul-23		0			
Aug-23		0			
Sep-23		0			
Oct-23		0			
Nov-23		0			
Dec-23		0			
Jan-24		0			
Feb-24		0			
Mar-24		0			
Apr-24		0			
May-24		0			
Jun-24		0			

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

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

	Percentage	Total Children Status 1&2	Children Residing in a Nursing Facility			
Statewide Average	0.00%	197,711	7			
RCOC Public Hearing 8/17/22	0.00%	10,752	0	Goal	%	# Attained
RCOC 03/01/23	0.00%	11,616	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.44%	RCOC % of NF		0.00%



	Total Children Status 1&2	Goal	Children Residing in a Nursing Facility (NF)	%	Number Attained
Jan-23	12,574	0	0	0.00%	0
Feb-23	11,616	0	0	0.00%	0
Mar-23		0			
Apr-23		0			
May-23		0			
Jun-23		0			
Jul-23		0			
Aug-23		0			
Sep-23		0			
Oct-23		0			
Nov-23		0			
Dec-23		0			
Jan-24		0			
Feb-24		0			
Mar-24		0			
Apr-24		0			
May-24		0			
Jun-24		0			



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

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

	Percentage	Total Children Status 1&2	Total Children Residing in a 7+ Bed Facility	Goal	%	# Attained
Statewide Average	0.03%	197,711	54			
RCOC Public Hearing 8/17/22	0.00%	10,752	0	0	0.01%	-1
RCOC 03/01/23	0.00%	11,616	1			
Analysis of Public Hearing	RCOC % of DD pop		5.44%	RCOC % 7+ Bed		0.00%



	Total Children Status 1&2	Goal	Total Children Residing in 7+ Bed	%	Number Attained
Jan-23	11,574	0	1	0.01%	-1
Feb-23	11,616	0	1	0.01%	-1
Mar-23		0			
Apr-23		0			
May-23		0			
Jun-23		0			
Jul-23		0			
Aug-23		0			
Sep-23		0			
Oct-23		0			
Nov-23		0			
Dec-23		0			
Jan-24		0			
Feb-24		0			
Mar-24		0			
Apr-24		0			
May-24		0			
Jun-24		0			





## Performance Contract 2023-2024

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

#### Planned Activities

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

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

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



**Progress:** A. During public meetings, RCOC had 122, or 0.97%, of adults residing in a CCF 7+ bed. Placements to 7+ CCF are at family request and/or due to specialized services. RCOC has several long term vendors with 7+ bed homes, and will continue to work together to implement Trailer Bill Language regarding the use of these homes.

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

	Percentage	Total Adults Status 2	Adults in CCF 7+ Beds			
Statewide Average	0.79%	186,242	1,466			
RCOC Public Hearing 8/17/22	0.97%	12,634	122	Goal	%	# Attained
RCOC 03/01/23	0.93%	12,990	121	114	0.93%	-7
Analysis of Public Hearing	RCOC % of DD pop		6.78%	RCOC % Adult 7+ CCF		8.32%

	Total Adults Status 2	Goal	Adults Residing in CCF 7+ Beds	%	Number Attained
Jan-23	12,970	114	120	0.93%	-6
Feb-23	12,990	114	121	0.93%	-7
Mar-23		114			
Apr-23		114			
May-23		114			
Jun-23		114			
Jul-23		114			
Aug-23		114			
Sep-23		114			
Oct-23		114			
Nov-23		114			
Dec-23		114			
Jan-24		114			
Feb-24		114			
Mar-24		114			
Apr-24		114			
May-24		114			
Jun-24		114			



**Progress:** B. During public meetings, RCOC had 12, or 0.09%, of adults residing in an Intermediate Care Facility (ICF) 7+ beds. Placements to 7+ bed facilities are at family request and/or due to specialized services.

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

	Percentage	Total Adults Status 2	Adults Residing ICF 7+ Beds	Goal	%	# Attained
Statewide Average	0.41%	186,242	755			
RCOC Public Hearing 8/17/22	0.09%	12,634	12			
RCOC 03/01/23	0.10%	12,990	13	6	0.10%	-7
Analysis of Public Hearing	RCOC % of DD pop		6.78%	RCOC % ICF 7+		1.59%



	Total Adults Status 2	Goal	Adults Residing ICF 7+ Beds	%	Number Attained
Jan-23	12,970	6	14	0.11%	-8
Feb-23	12,990	6	13	0.10%	-7
Mar-23		6			
Apr-23		6			
May-23		6			
Jun-23		6			
Jul-23		6			
Aug-23		6			
Sep-23		6			
Oct-23		6			
Nov-23		6			
Dec-23		6			
Jan-24		6			
Feb-24		6			
Mar-24		6			
Apr-24		6			
May-24		6			
Jun-24		6			





**Progress:** C. During public meetings, RCOC had 78, or 0.62%, of adults residing in a nursing facility (NF). Placements to nursing facilities are at family request and/or due to medical or specialized services.

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

	Percentage	Total Adults Status 2	Adults Residing in NF	Goal	%	# Attained
Statewide Average	0.52%	186,242	967			
RCOC Public Hearing 8/17/22	0.62%	12,634	78			
RCOC 03/01/23	0.62%	12,990	80	74	0.62%	-6
Analysis of Public Hearing	RCOC % DD pop		6.78%	RCOC % NF		8.07%

	Total Adults Status 2	Goal	Adults Residing in NF	%	Number Attained
Jan-23	12,970	74	79	0.61%	-5
Feb-23	12,990	74	80	0.62%	-6
Mar-23		74			
Apr-23		74			
May-23		74			
Jun-23		74			
Jul-23		74			
Aug-23		74			
Sep-23		74			
Oct-23		74			
Nov-23		74			
Dec-23		74			
Jan-24		74			
Feb-24		74			
Mar-24		74			
Apr-24		74			
May-24		74			
Jun-24		74			



**Progress:** D. During public meetings, RCOC had 212, or 1.68%, of adults residing in a facility with 7+ beds. Placements to 7+ bed facilities are at family request and/or due to specialized services.

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

	Percentage	Total Adults Status 2	Total Adults Residing in 7+ Bed			
Statewide Average	1.71%	186,242	3,188			
RCOC Public Hearing 8/17/22	1.68%	12,634	212	Goal	%	# Attained
RCOC 03/01/23	1.65%	12,990	214	194	1.65%	-20
Analysis of Public Meeting	RCOC % of DD pop		6.78%	RCOC % 7+ Bed		6.65%



	Total Adults Status 2	Goal	Total Adults Residing in 7+ Beds	%	Number Attained
Jan-23	12,970	194	194	1.64%	-19
Feb-23	12,990	194	214	1.65%	-20
Mar-23		194			
Apr-23		194			
May-23		194			
Jun-23		194			
Jul-23		194			
Aug-23		194			
Sep-23		194			
Oct-23		194			
Nov-23		194			
Dec-23		194			
Jan-24		194			
Feb-24		194			
Mar-24		194			
Apr-24		194			
May-24		194			
Jun-24		194			



## Performance Contract 2023

### VI. Intake Duration

#### Planned Activities

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

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

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

**Progress:** A. During public meetings, RCOC had 222, or 98.23%, of regional center individuals over age 3 with <=120 days.

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

	Percentage	Total # Age 3 or Over	Total # Over Age 3 with <=120 Days	Goal	% Attained
Statewide Average	95.05%	9,095	8,645		
RCOC Public Hearing 8/17/22	98.00%	226	222		
RCOC 03/01/23	99.24%	262	260	100.00%	99.24%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 with <=120 Days	% Attained
Jan-23	242	100%	240	99.17%
Feb-23	262	100%	260	99.24%
Mar-23		100%		
Apr-23		100%		
May-23		100%		
Jun-23		100%		
Jul-23		100%		
Aug-23		100%		
Sep-23		100%		
Oct-23		100%		
Nov-23		100%		
Dec-23		100%		
Jan-24		100%		
Feb-24		100%		
Mar-24		100%		
Apr-24		100%		
May-24		100%		
Jun-24		100%		



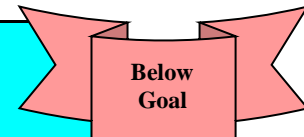
**Progress:** B. During public meetings, RCOC had 4, or 1.77%, of regional center individuals over age 3 with 121-240 days.

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

	Percentage	Total Number Individual s Age 3 and Over	Total Number of Individuals Over Age 3 With 121-240 Days	Goal	% Attained
Statewide Average	3.83%	9,095	348		
RCOC Public Hearing 8/17/22	2.00%	226	4		
RCOC 03/01/23	0.38%	262	1	0.00%	0.38%



	Total Number of Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 With 121-240 Days	%
Jan-23	242	0.00%	1	0.41%
Feb-23	262	0.00%	1	0.38%
Mar-23		0.00%		
Apr-23		0.00%		
May-23		0.00%		
Jun-23		0.00%		
Jul-23		0.00%		
Aug-23		0.00%		
Sep-23		0.00%		
Oct-23		0.00%		
Nov-23		0.00%		
Dec-23		0.00%		
Jan-24		0.00%		
Feb-24		0.00%		
Mar-24		0.00%		
Apr-24		0.00%		
May-24		0.00%		
Jun-24		0.00%		





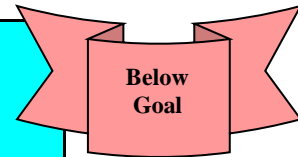
**Progress:** C. During public meetings, RCOC had 0, or 0.00%, of regional center individuals over age 3 with over 240 days.

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

	Percentage	Total Number Individuals Age 3 or Over	Total Number Individuals Over Age 3 Over 240 Days	Goal	% Attained
Statewide Average	1.12%	9,095	102		
RCOC Public Meeting 8/17/22	0.00%	226	0		
RCOC 03/01/23	0.00%	262	1	0.00%	0.38%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 Over 240 Days	% Attained
Jan-23	242	0%	1	0.41%
Feb-23	262	0%	1	0.38%
Mar-23		0%		
Apr-23		0%		
May-23		0%		
Jun-23		0%		
Jul-23		0%		
Aug-23		0%		
Sep-23		0%		
Oct-23		0%		
Nov-23		0%		
Dec-23		0%		
Jan-24		0%		
Feb-24		0%		
Mar-24		0%		
Apr-24		0%		
May-24		0%		
Jun-24		0%		



## Performance Contract 2023-2024

### VII. National Core Indicators (NCI) Employment

#### Planned Activities

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

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

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

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

	Percentage	
RCOC FY 2011-12	46%	Goal
RCOC FY 2014-15	47%	50%
RCOC FY 2018-19	57%	65%
RCOC FY 2020-21	48%	70%



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

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

Fiscal Year	30 Day	6 Month	12 Month
2017-18	155	97	78
2018-19	151	128	83
2019-20	131	115	90
2020-21	84	63	60
Goal	110	85	75

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

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

Fiscal Year	Hours Week	Wage
2017-18	23.5	\$11.31
2018-19	21	\$12.06
2019-20	22	\$13.06
2020-21	20	\$14.40
Goal	24	\$15.50

**Performance Contract 2023-2024**

**VIII. Employment Development Department (EDD) Employment**

**Planned Activities**

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

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

**Progress:** A. Results from the Employment Development Department (EDD) conducted in 2019 indicate that 2,335 persons served ages 16-64 had earned income. In 2020, 1,726 persons served ages 16-64 had earned income.

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



	RCOC	Statewide Avg.
2016	2,085	1,201
2017	2,341	1,294
2018	3,336	1,311
2019	2,335	1,341
2020	1,726	1,082

**Progress:** B. Results from the EDD in 2019 indicate that 20% of persons served ages 16-64 reported having earned income. In 2020, the percentage of persons served ages 16-64 reporting earned income was 22.22%.

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



	RCOC	Statewide Avg.
2017	21%	17%
2018	21%	16%
2019	20%	16%
2020	22%	19%

**Progress:** C. Results from the EDD in 2018 indicate that average annual wages for persons served ages 16-64 was \$8,806. In 2019, the average annual wage for persons served ages 16-64 was \$9,578. This measure will also compare average annual wages of all people with disabilities

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

	RCOC	Statewide Avg.
2017	\$7,580	\$9,033
2018	\$8,806	\$10,317
2019	\$9,578	\$11,327
2020	\$7,656	\$9,733



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

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

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

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

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

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

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

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

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

## Performance Contract 2023-2024

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

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

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



**Progress:** A. Review of fiscal year 2017-18 purchase of service data and client master file (CMF) for initial data source. Fiscal year 2020-21 data reflects either an increase or decrease in services and expenditures related to disparity criteria.

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

<b>Birth to Age 2</b>				
<b>Ethnicity</b>	<b>Total Persons</b>	<b>Percentage of Expenditures</b>	<b>Total Authorized</b>	<b>Utilized</b>
American Indian or Alaska Native	7 ↑	0.08% ↑	\$27,709 ↑	46.8% ↓
Asian	888 ↑	19% ↑	\$6,974,303 ↓	62.3% ↓
Black/African American	78 ↑	1.42% ↑	\$521,436 ↑	57.1% ↑
Hispanic	1,808 ↓	32.71% ↓	\$11,986,479 ↓	58.1% ↓
Native Hawaiian or Other Pacific Islander	12 ↑	0.24% ↑	\$89,096 ↑	64.6% ↑
Other Ethnicity or Race / Multi-Cultural	1,314 ↓	27.2% ↑	\$9,968,093 ↓	60.8% ↑
White	1,067 ↑	19.31% ↑	\$7,075,012 ↓	57% ↓
<b>Totals</b>	<b>5,174 ↓</b>	<b>100.0%</b>	<b>\$36,642,130 ↓</b>	

<b>Age 3 to 21 Years</b>				
<b>Ethnicity</b>	<b>Total Persons</b>	<b>Percentage of Expenditures</b>	<b>Total Authorized</b>	<b>Utilized</b>
American Indian or Alaska Native	15 ↑	0.9% ↑	\$94,851 ↓	49.9% ↓
Asian	1,913 ↑	16.68% ↓	\$17,881,688 ↑	51.6% ↓
Black/African American	199 ↑	2% ↑	\$2,162,089 ↑	55.1% ↓
Hispanic	3,974 ↑	28.43% ↓	\$30,489,363 ↑	56.7% ↓
Native Hawaiian or Other Pacific Islander	18 ↓	0.2% ↑	\$217,214 ↑	57% ↓
Other Ethnicity or Race / Multi-Cultural	1,933 ↑	19.97% ↑	\$21,410,236 ↑	53.5% ↓
White	2,213 ↓	32.62% ↓	\$34,978,597 ↑	63.8% ↓
<b>Totals</b>	<b>10,265 ↑</b>	<b>100.0%</b>	<b>\$107,234,038 ↑</b>	





<b>Age 22 and Over</b>				
<b>Ethnicity</b>	<b>Total Persons</b>	<b>Percentage of Expenditures</b>	<b>Total Authorized</b>	<b>Utilized</b>
American Indian or Alaska Native	22 ↓	0.3% ↔	\$1,474,983 ↑	82.8% ↓
Asian	1,442 ↑	11.3% ↓	\$53,498,601 ↑	74.6% ↓
Black/African American	261 ↑	2.7% ↓	\$12,799,478 ↑	80.7% ↓
Hispanic	2,793 ↑	18.76% ↓	\$88,798,778 ↑	76.7% ↓
Native Hawaiian or Other Pacific Islander	12 ↑	1%	\$349,818 ↑	71.6% ↓
Other Ethnicity or Race / Multi-Cultural	848 ↑	7.5% ↑	\$35,244,572 ↑	78% ↓
White	4,757 ↑	59.39% ↑	\$281,084,614 ↑	79.3% ↓
<b>Totals</b>	<b>10,135 ↑</b>	<b>100.0%</b>	<b>\$473,250,844 ↑</b>	



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

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

<b>Birth to 2 Years</b>			
<b>Ethnicity</b>	<b>Total Eligible</b>	<b>Case Management</b>	<b>Percent No Services</b>
American Indian or Alaska Native	7 ↑	0 ↓	0.0% ↓
Asian	888 ↑	77 ↑	8.7% ↑
Black/African American	78 ↑	4 ↑	5.1% ↑
Hispanic	1,808 ↓	181 ↑	10% ↑
Native Hawaiian or Other Pacific Islander	12 ↑	0	0.0%
Other Ethnicity or Race / Multi-Cultural	1,314 ↓	70 ↑	8.6% ↑
White	1,067 ↑	70 ↑	6.6% ↑
<b>Totals</b>	<b>5,174↓</b>	<b>445 ↑</b>	<b>8.6% ↑</b>

<b>Age 3 to 21 Years</b>			
<b>Ethnicity</b>	<b>Total Eligible</b>	<b>Case Management</b>	<b>Percent No Services</b>
American Indian or Alaska Native	15	7 ↑	46.7% ↑
Asian	1,913 ↑	779 ↑	40.7% ↑
Black/African American	199 ↑	83 ↑	41.7% ↑
Hispanic	3,974 ↑	1,984 ↑	46.9% ↓
Native Hawaiian or Other Pacific Islander	18 ↓	11	61.1% ↑
Other Ethnicity or Race / Multi-Cultural	1,933 ↑	742 ↑	38.4% ↑
White	2,213 ↑	789 ↑	35.7% ↑
<b>Totals</b>	<b>10,265 ↑</b>	<b>4,395 ↑</b>	<b>42.8% ↑</b>



<b>Age 22 and Older</b>			
<b>Ethnicity</b>	<b>Total Eligible</b>	<b>Case Management</b>	<b>Percent No Services</b>
American Indian or Alaska Native	22 ↓	3 ↓	13.6% ↓
Asian	1,442 ↑	337 ↑	23.4% ↑
Black/African American	261 ↑	58 ↑	22.2% ↑
Hispanic	2,793 ↑	712 ↑	25.5% ↑
Native Hawaiian or Other Pacific Islander	12 ↑	4 ↑	33.3% ↑
Other Ethnicity or Race / Multi-Cultural	848 ↑	192 ↑	22.6% ↑
White	4,757 ↑	716 ↑	15.1% ↑
<b>Totals</b>	<b>10,135 ↑</b>	<b>2,022 ↑</b>	<b>20% ↑</b>



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

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

Primary Language	Total People	POS Authorized Per Capita	Percentage Utilized
ASL (American Sign Language)	30 ↑	\$47,662 ↓	84.1% ↑
English	19,553 ↑	\$20,140 ↓	74.2% ↓
Spanish	4,499 ↓	\$9,146 ↑	68.3% ↓
Mandarin Chinese	67 ↓	\$7,105 ↓	58.7% ↓
Vietnamese	1,084 ↑	\$9,421 ↓	69.3% ↓
Korean	141 ↑	\$23,888 ↑	77.8% ↓
Tagalog	20 ↓	\$29,933 ↑	81.2% ↓
Arabic	47 ↑	\$7,363 ↑	61.4% ↓
Farsi	51	\$9,545	64%



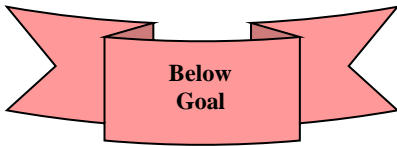
## Performance Contract Summary

RCOC as of 04/01/2023	All	RCOC #	Goal	Percentage	# Attained
Developmental Center (DC)	24,759	10	0	0.04%	-10
Children in Foster Homes (FH)	11,706	308	315	2.63%	-7
Children Own Home Parent/Guardian	11,706	11,359	11,300	97.04%	59
Total # Children (FH,Parent/Guardian)	11,706	11,667	11,615	99.67%	52
Adult FHA	13,053	90	110	0.69%	-20
Independent Living (IL)	13,053	917	924	7.03%	-7
Adults Residing Own Home - Parent	13,053	9,120	9,150	69.87%	-30
Supported Living (SL)	13,053	499	512	3.82%	-13
Total # Adults (FHA, IL,Parent/Guardian, SL)	13,053	10,626	10,696	81.41%	-70
Children Residing in a CCF (7+ beds)	11,706	1	0	0.01%	-1
Children Residing in a ICF (7+ beds)	11,706	0	0	0.00%	0
Children Residing in a Nursing Facility (7+ beds)	11,706	0	0	0%	0
Total Children Residing in 7+ bed facilities	11,706	1	0	0.01%	-1
Adults Residing in a CCF (7+ beds)	13,053	119	114	0.91%	-5
Adults Residing in a ICF (7+ beds)	13,053	13	6	0.10%	-7
Adults Residing in a Nursing Facility (7+ beds)	13,053	91	74	0.70%	-17
Total Adults Residing in 7+ bed facilities	13,053	223	194	1.71%	-29
Total Individuals Over Age 3 with <=120 days	237	237	100%	100.00%	100.00%
Total Individuals Over Age 3 with 121-240 days	237	0	0%	0.00%	0.00%
Total Individuals Over Age 3 Over 240 days	237	0	0%	0.00%	0.00%
Adults with Integrated Employment Goal	13,053	48%	65%		
Total Number of Incentive Payments Made	13,053	207			
Avg. Wage per Hour After Incentive Payment	13,053	\$14.40			
Number of Persons Served with Earned Income	13,053	1,726			
Percentage of 16-64 Earned Income	13,053	22%			
Annual Earnings of 16-64	13,053	\$7,656			
Number of Adults in CIE After Paid Intern	13,053	0			
Percentage Adults Transitioned Internship to CIE	13,053	0%			
Total Annual Expenditures Race/Ethnicity	24,759				

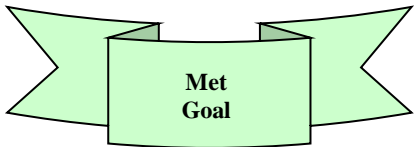
**Performance Contract 2023-2024 Cover Sheet**



= Better than Statewide Average



= Below Regional Center of Orange County Goal



= Met Regional Center of Orange County Goal



= Met or Exceeded Regional Center of Orange County Goal



= Exceeded Regional Center of Orange County Goal

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



**Performance Contract 2023-2024**

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

Compliance Measure	Outcome
Unqualified audit with no material findings	Yes
Substantial compliance with DDS fiscal audit	Yes
Operates within OPS budget	Yes
Certified to participate in Waiver	Yes
Compliance with vendor audit requirements per contract, Article III, sec. 10	Met
CDER/ESR current	97.04
Intake/Assessment and IFSP (0-2)	99.52
IPP development biennial	Annual, 99.46
IFSP development	69.28



## Performance Contract 2023-2024

### I. Developmental Center

#### Planned Activities

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

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

- Implementation of Community Placement Plan/Resource Development Plan for FYs 2021-2022 and 2022-2023.

**Progress:** In FY 2019-2020, RCOC moved the last persons served from Fairview Developmental Center into the community. The remaining individuals are served at Porterville Developmental Center where they remain for competency issues. During Public Meetings in August 2022, RCOC had 8 persons served, or 0.03%, in Developmental Centers.

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

	Percentage	All Consumers	Consumers in DC			
Statewide Average	0.06%	384,188	233			
RCOC Public Hearing 8/17/22	0.03%	23,394	8	Goal	%	# Attained
RCOC 04/01/23	0.04%	24,769	10	0	0.04%	-10
Analysis as of Public Hearing	RCOC % of DD pop		6.09%	RCOC % of DC pop		3.43%



Number of Persons Served Residing DC's



	Total Active Caseload	Goal	DC	%	Number Attained
Jan-23	24,544	0	10	0.04%	-10
Feb-23	24,616	0	10	0.04%	-10
Mar-23	24,769	0	10	0.04%	-10
Apr-23		0			
May-23		0			
Jun-23		0			
Jul-23		0			
Aug-23		0			
Sep-23		0			
Oct-23		0			
Nov-23		0			
Dec-23		0			
Jan-24		0			
Feb-24		0			
Mar-24		0			
Apr-24		0			
May-24		0			
Jun-24		0			



## Performance Contract 20223-2024

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

#### Planned Activities

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

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

Progress: A. During public meetings, RCOC had 284, or 2.64%, of children in foster homes.

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

	Percentage	All Children	Children in FH	Goal	%	# Attained
Statewide Average	2.66%	197,711	5,256			
RCOC Public Hearing 8/17/22	2.64%	10,752	284			
RCOC 04/01/23	2.63%	11,706	308	315	2.63%	-7
Analysis as of Public Hearing	RCOC % of DD pop.		5.44%	RCOC % of FH pop.		5.40%



	Total Children Status 1&2	Goal	Children in Foster Homes	%	Number Attained
Jan-23	11,574	315	316	2.73%	1
Feb-23	11,616	315	313	2.69%	-2
Mar-23	Jan-32	315	308	2.63%	-7
Apr-23		315			
May-23		315			
Jun-23		315			
Jul-23		315			
Aug-23		315			
Sep-23		315			
Oct-23		315			
Nov-23		315			
Dec-23		315			
Jan-24		315			
Feb-24		315			
Mar-24		315			
Apr-24		315			
May-24		315			
Jun-24		315			

Progress: B. During public meetings, RCOC had 10,425, or 96.96%, of children in own-home-parent/guardian.

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

	%	All Children	Children in own home Parent/Guardian			
Statewide Average	96.94%	197,711	191,657			
RCOC Public Hearing 8/17/22	96.96%	10,752	10,425	Goal	%	# Attained
RCOC 04/01/23	97.04%	11,706	11,359	11,300	97.04%	59
Analysis as of Public Hearing	RCOC % of DD pop.		5.44%	RCOC % of Home		96.96%



	Total Children	Children in own home Parent/Guardian	Children in Own Home Parent/Guardian	%	Number Attained
Jan-23	11,574	11,300	11,220	96.94%	-80
Feb-23	11,616	11,300	11,264	97%	-36
Mar-23	11,706	11,300	11,359	97.04%	59
Apr-23		11,300			
May-23		11,300			
Jun-23		11,300			
Jul-23		11,300			
Aug-23		11,300			
Sep-23		11,300			
Oct-23		11,300			
Nov-23		11,300			
Dec-23		11,300			
Jan-24		11,300			
Feb-24		11,300			
Mar-24		11,300			
Apr-24		11,300			
May-24		11,300			
Jun-24		11,300			

Met or Exceeded

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

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

	%	All Children	Total Number Children in Homes	Goal	%	# Attained
Statewide Average	99.65%	197,611	196,913			
RCOC Public Hearing 8/17/22	99.60%	10,752	10,709	11,615	99.67%	52
RCOC 04/01/23	99.67%	11,706	11,667	11,615	99.67%	52
Analysis of Public Hearing	RCOC % of DD pop		5.44%	RCOC % Homes		91.79%

	Total Children Status 1&2	Goal	Total Number Children in Homes	%	Number Attained
Jan-23	11,574	11,615	11,536	99.67%	-79
Feb-23	11,616	11,615	11,577	99.66%	-38
Mar-23	11,706	11,615	11,667	99.67%	52
Apr-23		11,615			
May-23		11,615			
Jun-23		11,615			
Jul-23		11,615			
Aug-23		11,615			
Sep-23		11,615			
Oct-23		11,615			
Nov-23		11,615			
Dec-23		11,615			
Jan-24		11,615			
Feb-24		11,615			
Mar-24		11,615			
Apr-24		11,615			
May-24		11,615			
Jun-24		11,615			

**Met or Exceeded Goal**

## Performance Contract 2023-2024

### III. Adults Residing in Home Settings

#### Planned Activities

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

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

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



**Progress:** A. During public meetings, RCOC had 99, or 0.78%, of adults residing in Adult FHA.

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

	Percentage	Total Adults Status 2	Adults in FHA	Goal	%	# Attained
Statewide Average	0.82%	186,242	1,529			
RCOC Public Hearing 8/17/22	0.78%	12,634	99	110	0.69%	-20
RCOC 04/01/23	0.69%	13,053	90			
Analysis as of Public Hearing	RCOC % of DD pop		6.78%	RCOC % of FHA pop	6.47%	



	Total Adults Status 2	Goal	Adults in FHA	%	Number Attained
Jan-23	12,970	110	91	0.70%	-19
Feb-23	12,990	110	90	0.69%	-20
Mar-23	13,053	110	90	0.69%	-20
Apr-23		110			
May-23		110			
Jun-23		110			
Jul-23		110			
Aug-23		110			
Sep-23		110			
Oct-23		110			
Nov-23		110			
Dec-23		110			
Jan-24		110			
Feb-24		110			
Mar-24		110			
Apr-24		110			
May-24		110			
Jun-24		110			



**Progress:** B. During public meetings, RCOC had 903, or 7.15%, of adults residing in independent living.

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

	Percentage	Total Adults Status 2	Adults in Independent Living	Goal	%	# Attained
Statewide Average	9.48%	186,242	17,651			
RCOC Public Hearing 8/17/22	7.15%	12,634	903			
RCOC 04/01/23	7.03%	13,053	917	924	7.03%	-7
Analysis of Public Hearing	RCOC % of DD pop		6.78%	RCOC % of IL pop		5.12%



	Total Adults Status 2	Goal	Adults in Independent Living	%	Number Attained
Jan-23	12,970	924	907	6.99%	-17
Feb-23	12,990	924	912	7.02%	-12
Mar-23	13,053	924	917	7.03%	-7
Apr-23		924			
May-23		924			
Jun-23		924			
Jul-23		924			
Aug-23		924			
Sep-23		924			
Oct-23		924			
Nov-23		924			
Dec-23		924			
Jan-24		924			
Feb-24		924			
Mar-24		924			
Apr-24		924			
May-24		924			
Jun-24		924			



**Progress:** C. During public meetings, RCOC had 8,719, or 69.01%, of adults residing in own home-parent.

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

	Percentage	Total Adults Status 2	Adults Residing Own Home Parent	Goal	%	# Attained
Statewide Average	67.43%	186,242	125,589			
RCOC Public Hearing 8/17/22	69.01%	12,634	8,719			
RCOC 04/01/23	69.87%	13,053	9,120	9,150	69.87%	-30
Analysis of Public Hearing	RCOC % of DD pop		6.78%	RCOC % of own home		6.94%



	Total Adults Status 2	Goal	Adults Residing Own Home Parent	%	Number Attained
Jan-23	12,970	9,150	9,052	69.79%	-98
Feb-23	12,990	9,150	9,072	69.84%	-78
Mar-23	13,053	9,150	9,120	69.87%	-30
Apr-23		9,150			
May-23		9,150			
Jun-23		9,150			
Jul-23		9,150			
Aug-23		9,150			
Sep-23		9,150			
Oct-23		9,150			
Nov-23		9,150			
Dec-23		9,150			
Jan-24		9,150			
Feb-24		9,150			
Mar-24		9,150			
Apr-24		9,150			
May-24		9,150			
Jun-24		9,150			



**Progress:** D. During public meetings, RCOC had 496, or 3.93%, of adults residing in supported living.

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

	Percentage	Total Adults Status 2	Adults Residing in Supported Living			
Statewide Average	5.02%	186,242	9,359			
RCOC Public Hearing 8/17/22	3.93%	12,634	496	Goal	%	# Attained
RCOC 04/01/23	3.82%	13,053	499	512	3.82%	-13
Analysis of Public Hearing	RCOC % of DD pop		6.78%	RCOC % of SL pop		5.30%

	Total Adults Status 2	Goal	Adults Residing Supported Living	%	Number Attained
Jan-23	12,970	512	492	3.79%	-20
Feb-23	12,990	512	493	3.80%	-19
Mar-23	13,053	512	499	3.82%	-13
Apr-23		512			
May-23		512			
Jun-23		512			
Jul-23		512			
Aug-23		512			
Sep-23		512			
Oct-23		512			
Nov-23		512			
Dec-23		512			
Jan-24		512			
Feb-24		512			
Mar-24		512			
Apr-24		512			
May-24		512			
Jun-24		512			





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

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

	Percentage	Total Adults Status 2	Total Number Adults in Home Settings	Goal	%	# Attained
Statewide Average	82.75%	186,242	154,119			
RCOC Public Heaing 8/17/22	80.97%	12,634	10,217	10,696	81.41%	-70
RCOC 04/01/23	81.41%	13,053	10,626			
Analysis of Public Hearing	RCOC % of DD pop		6.78%	RCOC % of Home		6.63%

	Total Adults Status 2	Goal	Total Number Adults in Home Settings	%	Number Attained
Jan-23	12,970	10,696	10,542	81.28%	-154
Feb-23	12,990	10,696	10,567	81.35%	-129
Mar-23	13,053	10,696	10,626	81.41%	-70
Apr-23		10,696			
May-23		10,696			
Jun-23		10,696			
Jul-23		10,696			
Aug-23		10,696			
Sep-23		10,696			
Oct-23		10,696			
Nov-23		10,696			
Dec-23		10,696			
Jan-24		10,696			
Feb-24		10,696			
Mar-24		10,696			
Apr-24		10,696			
May-24		10,696			
Jun-24		10,696			



## Performance Contract 2023-2024

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

#### Planned Activities

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

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

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

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

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

	Percentage	Total Children Status 1&2	Children Residing in CCF 7+ Beds			
Statewide Average	0.01%	197,711	13			
RCOC Public Hearing 8/17/22	0.00%	10,752	0	Goal	%	# Attained
RCOC 04/01/23	0.01%	11,706	1	0	0.01%	-1
Analysis of Public Hearing	RCOC % of DD pop		5.44%	RCOC % of CCF 7+		0.00%



	Total Children Status 1&2	Goal	Children Residing CCF 7+ Beds	%	Number Attained
Jan-23	11,574	0	1	0.01%	-1
Feb-23	11,616	0	1	0.01%	-1
Mar-23	11,706	0	1	0.01%	-1
Apr-23		0			
May-23		0			
Jun-23		0			
Jul-23		0			
Aug-23		0			
Sep-23		0			
Oct-23		0			
Nov-23		0			
Dec-23		0			
Jan-24		0			
Feb-24		0			
Mar-24		0			
Apr-24		0			
May-24		0			
Jun-24		0			



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

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

	Percentage	Total Children Status 1&2	Children Residing in an ICF 7+ beds	Goal	%	# Attained
Statewide Average	0.02%	197,711	34			
RCOC Public Hearing 8/17/22	0.00%	10,752	0	0	0.00%	0
RCOC 04/01/23	0.00%	11,706	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.44%	RCOC % of ICF 7+		0.00%



	Total Children Status 1&2	Goal	Children Residing ICF 7+ Beds	%	Number Attained
Jan-23	12,574	0	0	0.00%	0
Feb-23	11,616	0	0	0.00%	0
Mar-23	11,706	0	0	0.00%	0
Apr-23		0			
May-23		0			
Jun-23		0			
Jul-23		0			
Aug-23		0			
Sep-23		0			
Oct-23		0			
Nov-23		0			
Dec-23		0			
Jan-24		0			
Feb-24		0			
Mar-24		0			
Apr-24		0			
May-24		0			
Jun-24		0			

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

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

	Percentage	Total Children Status 1&2	Children Residing in a Nursing Facility			
Statewide Average	0.00%	197,711	7			
RCOC Public Hearing 8/17/22	0.00%	10,752	0	Goal	%	# Attained
RCOC 04/01/23	0.00%	11,706	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.44%	RCOC % of NF		0.00%



	Total Children Status 1&2	Goal	Children Residing in a Nursing Facility (NF)	%	Number Attained
Jan-23	12,574	0	0	0.00%	0
Feb-23	11,616	0	0	0.00%	0
Mar-23	11,706	0	0	0.00%	0
Apr-23		0			
May-23		0			
Jun-23		0			
Jul-23		0			
Aug-23		0			
Sep-23		0			
Oct-23		0			
Nov-23		0			
Dec-23		0			
Jan-24		0			
Feb-24		0			
Mar-24		0			
Apr-24		0			
May-24		0			
Jun-24		0			



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

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

	Percentage	Total Children Status 1&2	Total Children Residing in a 7+ Bed Facility	Goal	%	# Attained
Statewide Average	0.03%	197,711	54			
RCOC Public Hearing 8/17/22	0.00%	10,752	0	0	0.01%	-1
RCOC 04/01/23	0.00%	11,706	1			
Analysis of Public Hearing	RCOC % of DD pop		5.44%	RCOC % 7+ Bed		0.00%



	Total Children Status 1&2	Goal	Total Children Residing in 7+ Bed	%	Number Attained
Jan-23	11,574	0	1	0.01%	-1
Feb-23	11,616	0	1	0.01%	-1
Mar-23	11,706	0	1	0.01%	-1
Apr-23		0			
May-23		0			
Jun-23		0			
Jul-23		0			
Aug-23		0			
Sep-23		0			
Oct-23		0			
Nov-23		0			
Dec-23		0			
Jan-24		0			
Feb-24		0			
Mar-24		0			
Apr-24		0			
May-24		0			
Jun-24		0			





## Performance Contract 2023-2024

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

#### Planned Activities

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

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

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



**Progress:** A. During public meetings, RCOC had 122, or 0.97%, of adults residing in a CCF 7+ bed. Placements to 7+ CCF are at family request and/or due to specialized services. RCOC has several long term vendors with 7+ bed homes, and will continue to work together to implement Trailer Bill Language regarding the use of these homes.

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

	Percentage	Total Adults Status 2	Adults in CCF 7+ Beds	Goal	%	# Attained
Statewide Average	0.79%	186,242	1,466			
RCOC Public Hearing 8/17/22	0.97%	12,634	122	114	0.91%	-5
RCOC 04/01/23	0.91%	13,053	119			
Analysis of Public Hearing	RCOC % of DD pop		6.78%	RCOC % Adult 7+ CCF		8.32%

	Total Adults Status 2	Goal	Adults Residing in CCF 7+ Beds	%	Number Attained
Jan-23	12,970	114	120	0.93%	-6
Feb-23	12,990	114	121	0.93%	-7
Mar-23	13,053	114	119	0.91%	-5
Apr-23		114			
May-23		114			
Jun-23		114			
Jul-23		114			
Aug-23		114			
Sep-23		114			
Oct-23		114			
Nov-23		114			
Dec-23		114			
Jan-24		114			
Feb-24		114			
Mar-24		114			
Apr-24		114			
May-24		114			
Jun-24		114			



**Progress:** B. During public meetings, RCOC had 12, or 0.09%, of adults residing in an Intermediate Care Facility (ICF) 7+ beds. Placements to 7+ bed facilities are at family request and/or due to specialized services.

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

	Percentage	Total Adults Status 2	Adults Residing ICF 7+ Beds	Goal	%	# Attained
Statewide Average	0.41%	186,242	755			
RCOC Public Hearing 8/17/22	0.09%	12,634	12			
RCOC 04/01/23	0.10%	13,053	13	6	0.10%	-7
Analysis of Public Hearing	RCOC % of DD pop		6.78%	RCOC % ICF 7+		1.59%



	Total Adults Status 2	Goal	Adults Residing ICF 7+ Beds	%	Number Attained
Jan-23	12,970	6	14	0.11%	-8
Feb-23	12,990	6	13	0.10%	-7
Mar-23	13,053	6	13	0.10%	-7
Apr-23		6			
May-23		6			
Jun-23		6			
Jul-23		6			
Aug-23		6			
Sep-23		6			
Oct-23		6			
Nov-23		6			
Dec-23		6			
Jan-24		6			
Feb-24		6			
Mar-24		6			
Apr-24		6			
May-24		6			
Jun-24		6			





**Progress:** C. During public meetings, RCOC had 78, or 0.62%, of adults residing in a nursing facility (NF). Placements to nursing facilities are at family request and/or due to medical or specialized services.

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

	Percentage	Total Adults Status 2	Adults Residing in NF	Goal	%	# Attained
Statewide Average	0.52%	186,242	967			
RCOC Public Hearing 8/17/22	0.62%	12,634	78			
RCOC 04/01/23	0.70%	13,053	91	74	0.70%	-17
Analysis of Public Hearing	RCOC % DD pop		6.78%	RCOC % NF		8.07%

	Total Adults Status 2	Goal	Adults Residing in NF	%	Number Attained
Jan-23	12,970	74	79	0.61%	-5
Feb-23	12,990	74	80	0.62%	-6
Mar-23	13,053	74	91	0.70%	-17
Apr-23		74			
May-23		74			
Jun-23		74			
Jul-23		74			
Aug-23		74			
Sep-23		74			
Oct-23		74			
Nov-23		74			
Dec-23		74			
Jan-24		74			
Feb-24		74			
Mar-24		74			
Apr-24		74			
May-24		74			
Jun-24		74			



**Progress:** D. During public meetings, RCOC had 212, or 1.68%, of adults residing in a facility with 7+ beds. Placements to 7+ bed facilities are at family request and/or due to specialized services.

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

	Percentage	Total Adults Status 2	Total Adults Residing in 7+ Bed			
Statewide Average	1.71%	186,242	3,188			
RCOC Public Hearing 8/17/22	1.68%	12,634	212	Goal	%	# Attained
RCOC 04/01/23	1.71%	13,053	223	194	1.71%	-29
Analysis of Public Meeting	RCOC % of DD pop		6.78%	RCOC % 7+ Bed		6.65%



	Total Adults Status 2	Goal	Total Adults Residing in 7+ Beds	%	Number Attained
Jan-23	12,970	194	194	1.64%	-19
Feb-23	12,990	194	214	1.65%	-20
Mar-23	13,053	194	223	1.71%	-29
Apr-23		194			
May-23		194			
Jun-23		194			
Jul-23		194			
Aug-23		194			
Sep-23		194			
Oct-23		194			
Nov-23		194			
Dec-23		194			
Jan-24		194			
Feb-24		194			
Mar-24		194			
Apr-24		194			
May-24		194			
Jun-24		194			



## Performance Contract 2023

### VI. Intake Duration

#### Planned Activities

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

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

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

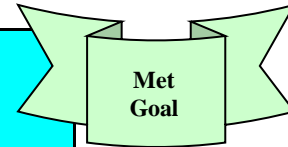
**Progress:** A. During public meetings, RCOC had 222, or 98.23%, of regional center individuals over age 3 with <=120 days.

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

	Percentage	Total # Age 3 or Over	Total # Over Age 3 with <=120 Days	Goal	% Attained
Statewide Average	95.05%	9,095	8,645		
RCOC Public Hearing 8/17/22	98.00%	226	222		
RCOC 04/01/23	100.00%	237	237	100.00%	100.00%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 with <=120 Days	% Attained
Jan-23	242	100%	240	99.17%
Feb-23	262	100%	260	99.24%
Mar-23	237	100%	237	100%
Apr-23		100%		
May-23		100%		
Jun-23		100%		
Jul-23		100%		
Aug-23		100%		
Sep-23		100%		
Oct-23		100%		
Nov-23		100%		
Dec-23		100%		
Jan-24		100%		
Feb-24		100%		
Mar-24		100%		
Apr-24		100%		
May-24		100%		
Jun-24		100%		



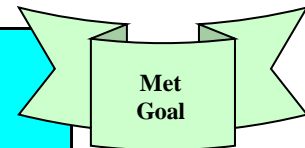
**Progress:** B. During public meetings, RCOC had 4, or 1.77%, of regional center individuals over age 3 with 121-240 days.

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

	Percentage	Total Number Individual s Age 3 and Over	Total Number of Individuals Over Age 3 With 121-240 Days	Goal	% Attained
Statewide Average	3.83%	9,095	348		
RCOC Public Hearing 8/17/22	2.00%	226	4		
RCOC 04/01/23	0.00%	237		0.00%	0.00%



	Total Number of Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 With 121-240 Days	%
Jan-23	242	0.00%	1	0.41%
Feb-23	262	0.00%	1	0.38%
Mar-23	237	0.00%	0	0.00%
Apr-23		0.00%		
May-23		0.00%		
Jun-23		0.00%		
Jul-23		0.00%		
Aug-23		0.00%		
Sep-23		0.00%		
Oct-23		0.00%		
Nov-23		0.00%		
Dec-23		0.00%		
Jan-24		0.00%		
Feb-24		0.00%		
Mar-24		0.00%		
Apr-24		0.00%		
May-24		0.00%		
Jun-24		0.00%		





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

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

	Percentage	Total Number Individuals Age 3 or Over	Total Number Individuals Over Age 3 Over 240 Days		
Statewide Average	1.12%	9,095	102		
RCOC Public Meeting 8/17/22	0.00%	226	0	Goal	% Attained
RCOC 04/01/23	0.00%	237	0	0.00%	0.00%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 Over 240 Days	% Attained	Met Goal
Jan-23	242	0%	1	0.41%	
Feb-23	262	0%	1	0.38%	
Mar-23	237	0%	0	0.00%	
Apr-23		0%			
May-23		0%			
Jun-23		0%			
Jul-23		0%			
Aug-23		0%			
Sep-23		0%			
Oct-23		0%			
Nov-23		0%			
Dec-23		0%			
Jan-24		0%			
Feb-24		0%			
Mar-24		0%			
Apr-24		0%			
May-24		0%			
Jun-24		0%			

## Performance Contract 2023-2024

### VII. National Core Indicators (NCI) Employment

#### Planned Activities

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

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

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

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

	Percentage	
RCOC FY 2011-12	46%	Goal
RCOC FY 2014-15	47%	50%
RCOC FY 2018-19	57%	65%
RCOC FY 2020-21	48%	70%



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

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

Fiscal Year	30 Day	6 Month	12 Month
2017-18	155	97	78
2018-19	151	128	83
2019-20	131	115	90
2020-21	84	63	60
Goal	110	85	75

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

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

Fiscal Year	Hours Week	Wage
2017-18	23.5	\$11.31
2018-19	21	\$12.06
2019-20	22	\$13.06
2020-21	20	\$14.40
Goal	24	\$15.50

**Performance Contract 2023-2024**

**VIII. Employment Development Department (EDD) Employment**

**Planned Activities**

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

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

**Progress:** A. Results from the Employment Development Department (EDD) conducted in 2019 indicate that 2,335 persons served ages 16-64 had earned income. In 2020, 1,726 persons served ages 16-64 had earned income.

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



	RCOC	Statewide Avg.
2016	2,085	1,201
2017	2,341	1,294
2018	3,336	1,311
2019	2,335	1,341
2020	1,726	1,082

**Progress:** B. Results from the EDD in 2019 indicate that 20% of persons served ages 16-64 reported having earned income. In 2020, the percentage of persons served ages 16-64 reporting earned income was 22.22%.

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



	RCOC	Statewide Avg.
2017	21%	17%
2018	21%	16%
2019	20%	16%
2020	22%	19%

**Progress:** C. Results from the EDD in 2018 indicate that average annual wages for persons served ages 16-64 was \$8,806. In 2019, the average annual wage for persons served ages 16-64 was \$9,578. This measure will also compare average annual wages of all people with disabilities

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

	RCOC	Statewide Avg.
2017	\$7,580	\$9,033
2018	\$8,806	\$10,317
2019	\$9,578	\$11,327
2020	\$7,656	\$9,733



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

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

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

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

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

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

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

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

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

## Performance Contract 2023-2024

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

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

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



**Progress:** A. Review of fiscal year 2017-18 purchase of service data and client master file (CMF) for initial data source. Fiscal year 2020-21 data reflects either an increase or decrease in services and expenditures related to disparity criteria.

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

<b>Birth to Age 2</b>				
<b>Ethnicity</b>	<b>Total Persons</b>	<b>Percentage of Expenditures</b>	<b>Total Authorized</b>	<b>Utilized</b>
American Indian or Alaska Native	7 ↑	0.08% ↑	\$27,709 ↑	46.8% ↓
Asian	888 ↑	19% ↑	\$6,974,303 ↓	62.3% ↓
Black/African American	78 ↑	1.42% ↑	\$521,436 ↑	57.1% ↑
Hispanic	1,808 ↓	32.71% ↓	\$11,986,479 ↓	58.1% ↓
Native Hawaiian or Other Pacific Islander	12 ↑	0.24% ↑	\$89,096 ↑	64.6% ↑
Other Ethnicity or Race / Multi-Cultural	1,314 ↓	27.2% ↑	\$9,968,093 ↓	60.8% ↑
White	1,067 ↑	19.31% ↑	\$7,075,012 ↓	57% ↓
<b>Totals</b>	<b>5,174 ↓</b>	<b>100.0%</b>	<b>\$36,642,130 ↓</b>	

<b>Age 3 to 21 Years</b>				
<b>Ethnicity</b>	<b>Total Persons</b>	<b>Percentage of Expenditures</b>	<b>Total Authorized</b>	<b>Utilized</b>
American Indian or Alaska Native	15 ↑	0.9% ↑	\$94,851 ↓	49.9% ↓
Asian	1,913 ↑	16.68% ↓	\$17,881,688 ↑	51.6% ↓
Black/African American	199 ↑	2% ↑	\$2,162,089 ↑	55.1% ↓
Hispanic	3,974 ↑	28.43% ↓	\$30,489,363 ↑	56.7% ↓
Native Hawaiian or Other Pacific Islander	18 ↓	0.2% ↑	\$217,214 ↑	57% ↓
Other Ethnicity or Race / Multi-Cultural	1,933 ↑	19.97% ↑	\$21,410,236 ↑	53.5% ↓
White	2,213 ↓	32.62% ↓	\$34,978,597 ↑	63.8% ↓
<b>Totals</b>	<b>10,265 ↑</b>	<b>100.0%</b>	<b>\$107,234,038 ↑</b>	





<b>Age 22 and Over</b>				
<b>Ethnicity</b>	<b>Total Persons</b>	<b>Percentage of Expenditures</b>	<b>Total Authorized</b>	<b>Utilized</b>
American Indian or Alaska Native	22 ↓	0.3% ↔	\$1,474,983 ↑	82.8% ↓
Asian	1,442 ↑	11.3% ↓	\$53,498,601 ↑	74.6% ↓
Black/African American	261 ↑	2.7% ↓	\$12,799,478 ↑	80.7% ↓
Hispanic	2,793 ↑	18.76% ↓	\$88,798,778 ↑	76.7% ↓
Native Hawaiian or Other Pacific Islander	12 ↑	1%	\$349,818 ↑	71.6% ↓
Other Ethnicity or Race / Multi-Cultural	848 ↑	7.5% ↑	\$35,244,572 ↑	78% ↓
White	4,757 ↑	59.39% ↑	\$281,084,614 ↑	79.3% ↓
<b>Totals</b>	<b>10,135 ↑</b>	<b>100.0%</b>	<b>\$473,250,844 ↑</b>	



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

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

<b>Birth to 2 Years</b>			
<b>Ethnicity</b>	<b>Total Eligible</b>	<b>Case Management</b>	<b>Percent No Services</b>
American Indian or Alaska Native	7 ↑	0 ↓	0.0% ↓
Asian	888 ↑	77 ↑	8.7% ↑
Black/African American	78 ↑	4 ↑	5.1% ↑
Hispanic	1,808 ↓	181 ↑	10% ↑
Native Hawaiian or Other Pacific Islander	12 ↑	0	0.0%
Other Ethnicity or Race / Multi-Cultural	1,314 ↓	70 ↑	8.6% ↑
White	1,067 ↑	70 ↑	6.6% ↑
<b>Totals</b>	<b>5,174↓</b>	<b>445 ↑</b>	<b>8.6% ↑</b>

<b>Age 3 to 21 Years</b>			
<b>Ethnicity</b>	<b>Total Eligible</b>	<b>Case Management</b>	<b>Percent No Services</b>
American Indian or Alaska Native	15	7 ↑	46.7% ↑
Asian	1,913 ↑	779 ↑	40.7% ↑
Black/African American	199 ↑	83 ↑	41.7% ↑
Hispanic	3,974 ↑	1,984 ↑	46.9% ↓
Native Hawaiian or Other Pacific Islander	18 ↓	11	61.1% ↑
Other Ethnicity or Race / Multi-Cultural	1,933 ↑	742 ↑	38.4% ↑
White	2,213 ↑	789 ↑	35.7% ↑
<b>Totals</b>	<b>10,265 ↑</b>	<b>4,395 ↑</b>	<b>42.8% ↑</b>



<b>Age 22 and Older</b>			
<b>Ethnicity</b>	<b>Total Eligible</b>	<b>Case Management</b>	<b>Percent No Services</b>
American Indian or Alaska Native	22 ↓	3 ↓	13.6% ↓
Asian	1,442 ↑	337 ↑	23.4% ↑
Black/African American	261 ↑	58 ↑	22.2% ↑
Hispanic	2,793 ↑	712 ↑	25.5% ↑
Native Hawaiian or Other Pacific Islander	12 ↑	4 ↑	33.3% ↑
Other Ethnicity or Race / Multi-Cultural	848 ↑	192 ↑	22.6% ↑
White	4,757 ↑	716 ↑	15.1% ↑
<b>Totals</b>	<b>10,135 ↑</b>	<b>2,022 ↑</b>	<b>20% ↑</b>



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

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

Primary Language	Total People	POS Authorized Per Capita	Percentage Utilized
ASL (American Sign Language)	30 ↑	\$47,662 ↓	84.1% ↑
English	19,553 ↑	\$20,140 ↓	74.2% ↓
Spanish	4,499 ↓	\$9,146 ↑	68.3% ↓
Mandarin Chinese	67 ↓	\$7,105 ↓	58.7% ↓
Vietnamese	1,084 ↑	\$9,421 ↓	69.3% ↓
Korean	141 ↑	\$23,888 ↑	77.8% ↓
Tagalog	20 ↓	\$29,933 ↑	81.2% ↓
Arabic	47 ↑	\$7,363 ↑	61.4% ↓
Farsi	51	\$9,545	64%

**Regional Center of Orange County  
Board Recruitment and Training Committee  
April 10, 2023  
Videoconference Minutes**

**Committee Members Present:** Sylvia Delgado  
Frances Hernandez  
Hilda Mendez  
Sandy Martin

**Committee Member Absent:** John “Chip” Wright, Chair  
Chinh Nguyen  
Fernando Peña

**RCOC Staff Present:** Larry Landauer, Executive Director  
Bette Baber, Chief Financial Officer  
Jerrod Bonner, Director of Informational Technology  
Jennifer Montanez, Director of Case Management  
Keli Radford, Director of Services and Supports  
Marta Vasquez, Director of Finance  
Stacy Wong, Director of Human Resources

In Mr. Chip Wright’s absence, Ms. Sandy Martin called the videoconference meeting to order at 5:01 p.m.

**I. Board Recruitment**

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

Ms. Martin reviewed the current Terms of Office and the Committee discussed upcoming term end dates.

**B. Discuss Recruitment Needs – Review of Board Applicant Interview**

Ms. Stefanie Vitali was interviewed via videoconference on April 3, 2023. The Committee discussed Ms. Vitali’s application within the context of the Board’s current composition and its needs and decided not to recommend her for Board membership at this time.

**II. Board Development and Training**

**A. Discuss Board Training Schedule and Topics**

Ms. Martin reported that a Board of Directors’ training, *Eligibility and the Appeals Process*, was held on April 6, 2023. The next Board training is scheduled for July 13, 2023.

*Board Recruitment and Training Committee Minutes  
April 10, 2023*

**III. Community Forum**

No community members were present at the meeting.

Ms. Martin adjourned the meeting at 5:22 p.m.

*Recorder: Sandra Lomelí*

**Regional Center of Orange County  
Policies and Outcomes Committee  
April 17, 2023  
Videoconference Minutes**

**Committee Members Present:** Liza Krassner  
Sandy Martin  
John “Chip” Wright

**Committee Members Absent:** Cliff Amsden, Chairperson  
Meena Chockalingam

**RCOC Staff Members Present:** Larry Landauer, Executive Director  
Bette Baber, Chief Financial Officer  
Jerrod Bonner, Director of Information Technology  
Arturo Cazares, Director of Community Services  
Jennifer Montanez, Director of Case Management  
Christy Petteruto, General Counsel  
Keli Radford, Director of Services and Supports  
Jack Stanton, Associate Director of Housing  
Marta Vasquez, Director of Finance  
Stacy Wong, Director of Human Resources

**Corporate Counsel Present:** David Lester, Esq.

In Mr. Cliff Amsden’s absence, Mr. Chip Wright called the videoconference meeting to order at 5:40 p.m.

**I. Governance Policies**

**A. Review of the Policies on Governance**

The Committee reviewed and proposed revisions to the policy.

*M/S/C to recommend that the Board approve the Policies on Governance, as proposed.*

**B. Review of the Policy on Executive Performance and Monitoring Policy**

The Committee reviewed and did not propose any revisions to the policy.

**C. Review of the Executive Limitations Policies**

The Committee reviewed and did not propose any revisions to the policy.

**D. Review of the Communications Policy**

The Committee reviewed and did not propose any revisions to the policy

## **II. Outcomes**

### **A. Person Centered Thinking (PCT) Update**

Mr. Landauer reported that RCOC continues to provide PCT trainings for new staff and refresher courses for those staff who received PCT training in the past. Vendors will also be trained using DDS funding for Home and Community-Based Services (HCBS) Final Rule compliance. Mr. Landauer also reported that he and key staff will be attending the national conference on Person Centered Thinking this summer.

### **B. Health and Wellness Project Update**

In Dr. Bonnie Ivers' absence, Mr. Landauer reported that there were no updates and more information will be provided at the Board meeting on May 4, 2023.

### **C. Employment Update**

Mr. Arturo Cazares, RCOC's Director of Community Services, reported that RCOC is in the process of developing a person-centered employment pilot program for a small cohort of persons served who previously worked in settings where they were paid sub-minimum wage. Through the pilot program, persons served will be supported to find competitive integrated employment opportunities. The pilot program will be implemented using funds allocated for HCBS Final Rule compliance.

### **D. Housing Update**

Mr. Jack Stanton, RCOC's Associate Director of Housing, reported that his team is working with two applicants to develop an independent living program and a supported living program to serve persons served who speak Spanish. Persons served will be provided with support services that are tailored to their needs and are respectful of their language, ethnicity, and culture. In addition, the team is looking at developing a residential home for persons served who speak Vietnamese.

### **E. National Core Indicators (NCI) Update**

Mr. Landauer reported that there should be another annual NCI data report released sometime this year.

## **III. Community Forum**

No community members were present.

Mr. Wright adjourned the meeting at 6:12 p.m.

*Recorder: Sandra Lomeli*



REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: May 4, 2023  
TO: Board of Directors  
FROM: Clifford Amsden, Chair  
Policies and Outcomes Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

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

BACKGROUND:

The Policies and Outcomes Committee is charged with reviewing and/or drafting policies that are necessary to meet the organization’s Mission. The Committee is also charged with annually or biennially reviewing policies for their continued usefulness and clarity. At its meeting on April 17, 2023, the Policies and Outcomes Committee reviewed the Policies on Governance.

REASON FOR CURRENT ITEM:

After review, the Policies and Outcomes Committee recommends revisions to the Policies on Governance, as indicated in the attachment.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

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

### III. POLICIES ON GOVERNANCE

A. **Policy on Leadership.** The Board of Directors (also referred to as Directors in this policy) and management staff of the Regional Center of Orange County (RCOC) shall be committed to providing effective leadership and stability for the organization so that its mission can be accomplished. The Board will approach its task in a manner that emphasizes strategic leadership more than administrative detail, clear distinction of board and staff roles, future rather than past or present, and proactivity rather than reactivity.

B. **Policy on Board Members' Responsibilities.** In fulfilling their duties and responsibilities as members of the RCOC Board of Directors, Board members will be expected to demonstrate their level of commitment in the following ways:

1. Commitment to Mission by:

- Keeping the mission of RCOC clearly and consistently in mind
- Not compromising principles upon which the organization is based
- Continually thinking of ways to enhance the organization
- Endeavoring to assure the rights and entitlements of persons with disabilities
- Progressively assisting the organization to equip and enable persons with disabilities to attain the fullest possible independence, employment, participation in an integrated community and freedom of choice by supporting the provision of options in daily living
- Being aware of the changing trends in service delivery to persons with disabilities

2. Commitment to Involvement by:

- Regularly preparing for, attending and participating in Board meetings
- Being an active and regularly attending member of at least one Board committee
- Carefully and clearly considering all decisions on policy issues
- Attending occasional extended meetings or weekend retreats to increase understanding and commitment to the organization
- Identifying prospective new Board members and referring them to the Board Recruitment and Training Committee
- Resigning from the Board if they become unable to continue as a fully committed Board member during their term of office

3. Commitment to Fellow Directors to Keep Board Meetings Friendly, Considerate and Productive by:

- Listening to the ideas of others with an open mind
- Being an active voice in promoting change towards excellence
- Having faith in the process of open, purposeful discussion, not being afraid to ask seemingly elementary questions, and steadily attempting to facilitate agreement or consensus on issues

- Listening with understanding to those expressing complaints or concerns and then referring them to the Executive Director or Board Chairperson so that the issue may be further explained and whenever possible, creatively resolved

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

Specific officer responsibilities are:

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

The above actions may be taken ~~when, in~~ the opinion of the Chairperson, it is not feasible to hold a special Board meeting or to defer action until the next regular meeting. All Directors shall be notified immediately, in writing, of the action taken. (RCOC Bylaws Section 3.04)

2. **Vice-Chairperson:** The Vice-Chairperson shall perform all duties and exercise all powers of the Chairperson when the Chairperson is absent or is otherwise unable to act. The Vice-Chairperson shall perform such duties as may be prescribed from ~~time-to-time~~ by the Board of Directors. (RCOC Bylaws Section 3.05)
3. **Secretary:** The Secretary shall keep minutes of all meetings of the Directors, shall be the custodian of the corporate records, shall give all notices as are required by law or by the ~~Bylaws,~~ and shall perform all duties incident to the office of Secretary and such other duties as may be required by law, the Articles of Incorporation, the Bylaws, or which may be assigned from time to time by the Board. All or part of the above duties may be delegated to the Executive Director or such other staff as may be designated by the Executive Director. (RCOC Bylaws Section 3.06)
4. **Treasurer:** The Treasurer shall render reports and accountings to the Directors from time-to-time regarding the finances of RCOC. All or part of the above duties may be delegated to the Executive Director or such other staff as may be designated by the Executive Director. (RCOC Bylaws Section 3.07)

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

1. **Purpose of Committees** – Each Committee shall exist for the purpose of providing advice, recommendations and technical assistance to the Board. A Committee shall not have authority to take any action which requires approval of the Board. (RCOC Bylaws Section 4.10)
2. **Standing Committees** – Standing Committees of the Board may be established by the Board of Directors or the Chairperson. With the exception of the Vendor Advisory Committee, membership on a Committee shall be decided by the Chairperson. For all committees in which the Chairperson is not a member, the Chairperson of the Board shall be an ex-officio member of all such committees or may delegate the Vice-Chairperson to act in that capacity. (RCOC Bylaws Section 4.01)
3. **Executive Committee** – There shall be an Executive Committee composed of the Chairperson, Vice-Chairperson, Secretary, and Treasurer of the Board and if none of these officers is a person served by RCOC, then the Chairperson may appoint a Director who is a person served by RCOC. The Chairperson may include other Board members to provide additional support (RCOC Bylaws Section 4.02). Subject to applicable laws limiting a committee’s authority, the Executive Committee shall conduct business as is delegated by the Board of Directors, including annually meeting with the Executive Director to present the results of the Board’s Performance Review. The Executive Committee, shall, guided by RCOC’s Policy on Human Resource Development (found in the Executive Limitations Policies), also recommend any adjustments to the compensation of the Executive Director for approval by the Board of Directors. The Executive Committee shall also be involved in the development of the organization’s strategic planning.
4. **Vendor Advisory Committee** – The Board shall establish a Vendor Advisory Committee pursuant to Welfare & Institutions Code Section 4622(i).
5. **Peer Advisory Committee** – The Board shall establish a Consumer Advisory Committee pursuant to Welfare & Institutions Code Section 4622(h), which RCOC chooses to call a Peer Advisory Committee. The Chairperson also may appoint non-Board members to provide additional support in a non-voting capacity. (RCOC Bylaws Section 4.04)
6. **Policies and Outcomes Committee** – The Board shall establish a Policies and Outcomes Committee composed of members of the Board as appointed by the Chairperson. The Chairperson may also appoint non-Board members to provide additional support in a non-voting capacity. The Policies and Outcomes Committee shall be responsible for reviewing the outcomes of the organization’s efforts towards its Mission/Guiding Principles. This committee shall review and/or draft such additional policies that are necessary to meet the organization’s Mission. The committee shall, no less than biennially, review each policy for its continued usefulness and clarity. (RCOC Bylaws Section 4.05)

7. **Legislative and Community Awareness Committee** – The Legislative and Community Awareness Committee shall be composed of members of the Board as appointed by the Chairperson. The Chairperson also may appoint non-Board members to provide additional support in a non-voting capacity. The Committee shall be responsible to develop relationships with RCOC’s legislative delegation, to review pending legislation affecting people with developmental disabilities, and to educate the Board on such matters. Additionally, the Committee is charged with increasing awareness of RCOC, identifying community resources available to the individuals served by RCOC and their families, and collaborating with organizations in the community to support people with developmental disabilities in Orange County. (RCOC Bylaws 4.06)
  
8. **Budget and Finance Committee** – The Budget and Finance Committee shall be composed of the Treasurer and other members of the Board as appointed by the Chairperson. The Chairperson also may appoint non-Board members to provide additional support in a non-voting capacity. The Budget and Finance Committee shall be responsible to oversee the financial stability and integrity of the organization. (RCOC Bylaws 4.07)
  
9. **Board Recruitment and Training Committee** – The Board Recruitment and Training Committee shall be composed of the Chairperson and other members of the Board as appointed by the Chairperson. The Chairperson may appoint other non-Board members to provide additional support in a non-voting capacity. The Board Recruitment and Training Committee shall be responsible for assessing the composition of the Board and needed skills, recruiting potential new Directors to meet those needs, reviewing and considering candidates for the Board, recommending Director candidates for consideration by the Board and recommending new and ongoing training topics for Board members. (RCOC Bylaws Section 4.08)
  
10. **Nominating Committee** – The Nominating Committee shall be composed of the Chairperson and three members of the Board as appointed by the Chairperson. The Nominating Committee shall nominate one Director for each of the offices of Chairperson, Vice Chairperson, Treasurer and Secretary and present the nominations to the Board of Directors at the regularly scheduled meeting of the Board immediately preceding the expiration of the current officers’ terms. (RCOC Bylaws Section 4.09)

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: May 4, 2023  
TO: Board of Directors  
FROM: Clifford Amsden, Chair  
Policies and Outcomes Committee

ACTION	
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	X

SUBJECT: **Policy on Executive Performance and Monitoring**

BACKGROUND:

The Policies and Outcomes Committee is charged with reviewing and/or drafting policies that are necessary to meet the organization’s Mission. The Committee is also charged with annually or biennially reviewing policies for their continued usefulness and clarity. At its meeting on April 17, 2023, the Policies and Outcomes Committee reviewed the Policy on Executive Performance and Monitoring.

REASON FOR CURRENT ITEM:

The Policies and Outcomes Committee did not recommend any revisions to the Policy on Executive Performance and Monitoring.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

This is an information item; no action is required.

## V. POLICY ON EXECUTIVE PERFORMANCE AND MONITORING

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

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

- **Internal Reports:** Periodic reports from the Executive Director to the Board.
- **External Judges:** Auditors, site inspectors, or other external assessors shall be retained to answer certain monitoring questions.
- **Audits by Governmental Agencies:** Draft and final audits

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

<u>Policy Category</u>	<u>Method</u>	<u>Frequency</u>
Protection of assets	External judge (audit)	Annual
Financial condition	Internal report	Every Board Meeting
	External judge (audit)	Annual
Employee Status Report	Internal report	Every Board Meeting
Compensation and benefits	Internal report	Annual
Sufficiency of Allocation Report	Internal report	Every Board Meeting
Adherence to Guiding Principles		
Operations Report	Internal report	Every Board Meeting
<ul style="list-style-type: none"> <li>• Community Life</li> <li>• Family Support</li> <li>• Early Intervention/Prevention</li> <li>• Living Options</li> <li>• Work</li> <li>• Service Planning and Coordination</li> <li>• Administration and Governance</li> </ul>		

(Table continued)

<b>Policy Category</b>	<b>Method</b>	<b>Frequency</b>
National Core Indicators Survey Results	Internal Report	Annual
<b>Government Agency Audits</b>		
Department of Developmental Services (DDS) Fiscal Audit		Biennial
DDS/Department of Health Care Services Medicaid Waiver Audit		Annual
DDS/Federal Early Start Audit		Annual
DDS, Family Home Agency/Foster Family Agency Audit		Annual



REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: May 4, 2023  
TO: Board of Directors  
FROM: Clifford Amsden, Chair  
Policies and Outcomes Committee  
SUBJECT: **Executive Limitations Policy**

ACTION	
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	X

BACKGROUND:

The Policies and Outcomes Committee is charged with reviewing and/or drafting policies that are necessary to meet the organization’s Mission. The Committee is also charged with annually or biennially reviewing policies for their continued usefulness and clarity. At its meeting on April 17, 2023, the Policies and Outcomes Committee reviewed the Executive Limitations Policy.

REASON FOR CURRENT ITEM:

The Policies and Outcomes Committee did not recommend any revisions to the Executive Limitations Policy.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

This is an information item; no action is required.

#### IV. EXECUTIVE LIMITATIONS POLICIES

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

- A. **Policy on Legal Requirements.** Regional Center of Orange County (RCOC) will comply with the legal requirements and regulations of all governmental authorities and legally authorized agencies under whose authority it operates.
  
- B. **Policies on Non-Discrimination.**
  - 1. **Equal Employment Opportunity.** RCOC shall recruit, hire, train, and promote in all job titles, including interns, apprentices, and volunteers, without regard to race, color, religion, sex, gender, gender identity, gender expression, national origin, ancestry, physical disability, mental disability, age, medical condition, genetic information, marital status, military and veteran status, sexual orientation, or any other basis protected by law. All personnel actions such as compensation, benefits, RCOC-sponsored training, apprenticeships, internships, volunteer opportunities, transfer, demotion, termination, layoff, and return from layoff, shall be administered without regard to race, color, religion, sex, gender, gender identity, gender expression, national origin, ancestry, physical disability, mental disability, age, medical condition, genetic information, marital status, military and veteran status, sexual orientation, or any other basis protected by law. Additionally, RCOC will provide registered domestic partners with all rights and benefits as required by law.
  
  - 2. **Non-Discrimination on Basis of Handicap.** In furtherance of our nation's commitment to end discrimination on the basis of disability, and in accordance with the provisions of section 504 of the Rehabilitation Act of 1973, the provisions of the Americans with Disabilities Act, the Fair Employment and Housing Act, and all regulations properly issued there-under to protect the rights of disabled persons, it is RCOC policy that: No program or activity administered by RCOC shall exclude from participation, deny benefits to or subject to discrimination any individual solely by reason of his or her disability. Equal employment opportunity will be extended to qualified disabled persons in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall and termination. It is further affirmed that RCOC will provide reasonable accommodation to the known physical or mental limitations of an otherwise qualified disabled employee or applicant.
  
- C. **Policy on Human Resource Development.** RCOC is committed to recruiting, managing, developing and retaining appropriate personnel qualified to meet the needs of the people served by the organization and who contribute to the accomplishment of the mission in a high quality manner. Therefore, compensation for all employees will be based upon the following principles:

1. Compensation will support and will be used as a vehicle to communicate RCOC's values, specific objectives, and goals;
2. Pay programs will reflect the external market, yet ensure internal equity; and
3. Flexibility will be incorporated to permit RCOC to respond to the changing regulatory and competitive environments, and to respond to other issues which increase its challenges.

**D. Policy Against Harassment.**

1. Prohibition Against Harassment. RCOC is committed to providing a workplace free of sexual harassment, as well as harassment and discrimination based on such factors as race, color, religion, sex, pregnancy, childbirth, or related medical conditions, gender, gender identity, gender expression, national origin, ancestry, physical disability, mental disability, age, medical condition, genetic information, marital status, military and veteran status, sexual orientation, or any other basis protected by federal, state, or local laws. RCOC prohibits unwelcome, harassing or discriminatory conduct by employees, managers, supervisors, or other third parties towards other employees, interns, apprentices, volunteers, non-employees with whom RCOC has a business, service, or professional relationship, or other persons with whom employees come into contact, even if such conduct does not rise to the level of harassment or discrimination as defined by law.
2. Complaint Procedure. Any individual who believes that they have been the victim of harassment, including sexual harassment, discrimination, retaliation, or abusive conduct, should immediately report this problem to their supervisor, the Director of Human Resources, or the Executive Director either verbally or in writing. Supervisors must report complaints of harassment, discrimination, retaliation, or abusive conduct, to the Director of Human Resources. All complaints will be investigated. Investigations will be timely, impartial, fair, and thorough. Investigations will be as confidential as possible under the circumstances. Employees are prohibited from impeding an investigation, and RCOC will not allow retaliation against any employee participating in an investigation. Information obtained during the process will be only shared with those individuals on a need-to-know basis. RCOC will provide all parties appropriate due process and reach conclusions based on the evidence collected. When the investigation discloses a violation of this policy, appropriate remedial action will be taken and feedback given to the complaining employee. The Human Resources Director or the Executive Director will promptly notify RCOC's legal counsel about the matter.

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

1. Each RCOC employee will maintain professional and productive conduct. RCOC employees will treat each other professionally and with courtesy at all times. Differences of opinion on work issues should be expressed in a constructive manner that promotes the sharing of ideas and effective teamwork to resolve problems and

providing the services and supports needed by those served by RCOC.

2. RCOC will maintain a clean, safe environment and will comply with all applicable governmental regulations related to environment, health and safety, including training for staff and individuals served, external inspections of the premises and appropriate actions to remedy potential problems, implementation and testing of emergency plans and procedures, and timely review and follow-up on accident and injury reports.

**F. Policy on Financial Practices.**

1. Budgeting. Budgeting for any fiscal period or the remaining part of any fiscal period shall not deviate materially from Board Ends priorities, risk fiscal jeopardy or fail to show a generally acceptable level of foresight. Accordingly, the Executive Director shall ensure that the budgeting process:
  - a. Includes preparation of an annual report, including both operating and capital expenditures, which is used to communicate and monitor RCOC's use of financial resources in a manner which is consistent with (a) Board Ends priorities, (b) fiscal responsibility, and (c) strategic planning;
  - b. Results in a budget which is an appropriate and accurate expression of the mission and policies of RCOC. If the process results in a deficit projection, a clear explanation of the circumstances shall be presented to the Board by the Executive Director; and
  - c. Maintains an adequate cash and cash equivalents reserve.
2. Financial Condition. With respect to monitoring the actual financial condition of RCOC, the Executive Director shall ensure that:
  - a. Audited financial statements are prepared by an independent, Certified Public Accountant and presented to the Board of Directors on an annual basis;
  - b. Monthly summary reports are prepared comparing year-to-date budget versus actual figures and a report is given by the Treasurer at Board of Directors' meetings;
  - c. All financial obligations, including tax payments, are paid in a timely manner;
  - b. Adequate insurance is maintained to safeguard RCOC's assets including hazard, comprehensive, workers compensation, liability and Directors and Officers Liability.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: May 4, 2023  
TO: Board of Directors  
FROM: Clifford Amsden, Chair  
Policies and Outcomes Committee  
SUBJECT: **Communications Policy**

ACTION	
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	X

BACKGROUND:

The Policies and Outcomes Committee is charged with reviewing and/or drafting policies that are necessary to meet the organization’s Mission. The Committee is also charged with annually or biennially reviewing policies for their continued usefulness and clarity. At its meeting on April 17, 2023, the Policies and Outcomes Committee reviewed the Communications Policy.

REASON FOR CURRENT ITEM:

The Policies and Outcomes Committee did not recommend any revisions to the Communications Policy.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

This is an information item; no action is required.

## **XXI. COMMUNICATIONS POLICY**

### **BACKGROUND**

Regional Center of Orange County's (RCOC's) Board of Directors is committed to maintaining integrity and transparency in all its communications. In keeping with RCOC's mission of service to people with developmental disabilities and their families, the Board seeks constructive feedback from all stakeholders and works to create an environment of civility and trust that encourages understanding and an open, mutually respectful dialogue. All communications on behalf of the Board are aligned with the Carver Policy Governance Model under which the Board governs itself. As such, individual Board members recognize that the Board speaks with "one voice" and individual Board members do not have authority to speak on behalf of the Board without the Board's approval.

### **POLICY**

#### **Media Interviews**

Though RCOC's Executive Director is the primary spokesperson for RCOC, from time to time, media comment or a media statement from RCOC's Board of Directors may be appropriate. In these situations, the Executive Office will coordinate the interview or other response with the Board Chairperson or his/her designee, who is the only member authorized to speak on behalf of the Board. In addition, individual Board members may at times be called upon by RCOC to share their personal experiences with RCOC and developmental disabilities. In these situations, Board members are representing and speaking on behalf of themselves as persons/families served, and not the Board. In both cases, the Executive Office will arrange for any designated Board spokespeople to receive assistance, as needed, to prepare for interviews.

#### **Digital Communications & Social Media**

RCOC uses social media – such as Facebook, Twitter, LinkedIn, Instagram and YouTube – to engage with its various audiences, advocate on behalf of those served, and share information about RCOC events and activities. Though only designee individuals are authorized to post comments, imagery or other materials on behalf of RCOC, Board members are encouraged to engage with RCOC via social media and other digital communications, such as blogs, in a personal, non-official capacity.

As with media interviews, the Board Chairperson or his/her designate is the only member authorized to speak on behalf of the Board in digital communications and social media. Thus, Board members should not reference their Board membership in digital and social media posts.

During their tenure of service, Board members' personal digital and social media communications must also comply with laws and policies involving discrimination,

harassment, privacy and confidentiality, proprietary information and copyright, libel, ethics, etc.

### **GUIDING PRINCIPLES**

- The RCOC Board of Directors is representative of, and accountable to its stakeholders and the community it serves.
- RCOC maximizes community involvement in decision making.

**Regional Center of Orange County  
Vendor Advisory Committee  
March 14, 2023  
Videoconference Minutes**

**Members:**

**Adult Behavior Management Programs**

Chair, Hector Navarro, absent  
Co-Chair, Atrem Behmanesh, present

**Adult Day Programs**

Chair, Rick Perez, present  
Co-Chair, Member Pending

**Adult Family Home/Foster Family Agency**

Chair, Katherine Gurney, present  
Co-Chair, Mark Antenucci, present

**Behavior Services**

Chair, Cindy Hebert, present  
Co-Chair, Junie Lazo-Pearson, present (*joined at 2:01 p.m.*)

**Community Care Facilities**

Chair, Member Pending  
Co-Chair, Member Pending

**Early Intervention**

Chair, Junie Lazo-Pearson, present (*joined at 2:01 p.m.*)  
Co-Chair, Pam Alexander, absent

**Habilitation**

Chair, Jodean Hudson, present (*joined at 2:03 p.m.*)  
Co-Chair, Member Pending

**Independent/Supported Living**

Chair, Christine Molina, present  
Co-Chair, Ana Sandoval, present (*joined at 2:02 p.m.*)

**Intermediate Care Facilities**

Chair, Rich Mraule, absent  
Co-Chair, Member Pending

**Support Services/Allied Health**

Chair, Andrew Velasco, present  
Co-Chair, Alex Saldana, absent

**Liaisons:**

**CalOptima**

Liaison Pending

**Orange County Transit Authority**

Melissa Mungia, present  
Christina Blanco, absent

**RCOC Staff Present:**

Larry Landauer, Executive Director  
Bette Baber, Chief Financial Officer  
Arturo Cazares, Director of Community Services



**Vendor Advisory Committee Minutes**  
**March 14, 2023**

Liliana Castillo, Accounting Manager  
Bonnie Ivers, Clinical Director  
Jennifer Montanez, Director of Case Management  
Jack Stanton, Associate Director of Housing  
Sean Watson, Associate Director of Risk Management  
Marta Vasquez, Finance Director

**Call to Order**

Mr. Rick Perez welcomed all attendees and called the videoconference meeting to order at 2:02 p.m.

**I. RCOC Update**

Mr. Larry Landauer provided the following updates:

- *Home and Community-Based Services (HCBS) Final Rule.* Mr. Landauer reported that the HCBS Final Rule deadline is March 17, 2023. Providers must have supporting documentation to demonstrate compliance with the Final Rule requirements included in California's Corrective Action Plan.
- *Purchase of Service (POS) Expenditures for Fiscal Year 2022-23.* Mr. Landauer reported that there is a projected surplus statewide.
- *Spotlight Awards.* Mr. Landauer reported that the Spotlight Awards dinner is scheduled for April 20, 2023, at the Spring Field Banquet Center in Fullerton.
- *2023 Orange County Legislative Delegation.* Mr. Landauer shared RCOC's legislative guide on the Orange County delegation. Vendors may use it to reach out to their respective legislators and advocate for rate increases.

**A. Vendor Updates**

Ms. Vasquez provided the following updates:

- *Community Care Facility (CCF) Minimum Wage Increase.* DDS did not include the minimum wage rate increases for CCFs when the rates were increased in January 2023. Service for February 2023 will be paid at the new rate on March 15, 2023. The difference between the Rate Model increase and the minimum wage increase for January 2023 services will be paid on March 30, 2023.
- *Independent Audits or Independent Reviews.* RCOC will send notices to vendors who are required to obtain an independent audit or independent review of their financial records for fiscal year 2021-22.

*Vendor Advisory Committee Minutes*  
*March 14, 2023*

- *Minimum Wage Increases for Negotiated Rate Vendors.* Ms. Vasquez reported that incomplete minimum wage requests will delay processing. Vendors will be contacted to provide missing information.

**B. Traditional Remote Services**

Mr. Arturo Cazares, RCOC's Director of Community Services, reviewed the requirements for traditional in-person and traditional remotes services, as follows:

- Vendors that provide traditional in-person and traditional remote services must provide services that are: consistent with the services described in the program design approved by the vendoring regional center, consistent with the vendored staffing ratio, and must be in compliance with all applicable State and Federal requirements and regulations.
- For Day Programs and Independent Living services, the person served must choose to receive traditional remote services. The service provider will notify the assigned service coordinator for each person served that chooses to receive traditional remote services.
- Vendors, with 10 or more persons served requesting to change from traditional in-person to traditional remote services, must submit the Request to Change Authorizations form to the Accounting Department at [accouting@rcocdd.com](mailto:accouting@rcocdd.com) and copy Mr. Cazares. Vendors with nine (9) or less persons served requesting to change from traditional in-person to traditional remote services must contact the service coordinator.
- Traditional remote services can only be authorized between January 1, 2023 and December 31, 2023.

**II. Subcommittee Chair and Co-Chair Selections**

Mr. Jack Stanton, RCOC's Associate Director of Housing, reminded the Committee that new chairs and co-chairs must be identified by the end of May 2023 for the following subcommittees: Adult Behavior Management, Adult Family Home Agency (AFHA)/Foster Family Agency (FFA), Community Care Facilities (CCF), Independent/Supported Living (ILS/SLS) and Habilitation. The VAC Chair will then present nominees to the Board of Directors for approval; if approved, their terms will commence on June 1, 2023, in accordance with the VAC Commission.

**III. Board Report**

Mr. Perez reported that the Board of Directors' met on March 2, 2023; the next meeting is scheduled for May 4, 2023.

**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 (present)**

Ms. Melissa Mungia reported that OCTA continues to work closely with First Transit, OCTA's ACCESS subcontractor, to manage on-time performance as ridership continues to increase.

**VI. Member Reports**

**A. Adult Behavior Management – Hector Navarro (absent)**

**B. Adult Day Programs – Rick Perez (present)**

In Mr. Hector Navarro's absence, Ms. Atrem Behmanesh reported that the subcommittees met today and discussed Chair and Co-Chair selections.

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

Ms. Katherine Gurney reported that the subcommittee met last month and discussed the new AFHA rate increases.

The next subcommittee meeting is scheduled for March 23, 2023.

**D. Behavior Services – Cindy Hebert (present)**

Ms. Cindy Hebert reported that the subcommittee met and discussed the latest Department of Developmental Services (DDS) directives related to telehealth for behavior services. The subcommittee also discussed the service delivery model for behavior services given the prolonged labor shortage. Currently, vendors who conduct the assessment also provide the recommended services. Many vendors shared that it is difficult to predict staff availability and prefer accepting referrals for assessments only when they are not expected to provide the recommended services.

**E. Community Care Facilities (CCF) – Member Pending**

Mr. Jack Stanton reported that the subcommittee did not meet.

**F. Early Intervention – Junie Lazo-Pearson (present)**

Ms. Junie Lazo-Pearson reported that the subcommittee is scheduled to meet in April 2023.

**G. Habilitation – Jodean Hudson (present)**

Ms. Jodean Hudson reported that the subcommittee met to discuss the subcommittee Chair and Co-Chair selections.

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

Ms. Christine Molina reported that the subcommittee met and discussed the many utility bill assistance programs in California. Due to increasing rates, more persons served may need assistance. They also discussed ARCA's Grassroots Day in April 2023.

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

In Mr. Rich Mraule's absence, Mr. Stanton reported that the subcommittee did not meet.

**J. Support Services/Allied Health – Andrew Velasco (present)**

Mr. Andrew Velasco reported that the subcommittee met today and discussed the rate increases effective January 1, 2023, mileage reimbursements and the upcoming Spotlight Awards.

**VII. Community Forum**

There were no speakers for community forum.

**VIII. Adjournment**

Mr. Perez adjourned the meeting at 2:31 p.m.

The next VAC meeting is scheduled for April 11, 2023.

*Recorder: Sandra Lomeli*

**Regional Center of Orange County  
Vendor Advisory Committee  
April 11, 2023  
Videoconference Minutes**

**Members:**

**Adult Behavior Management Programs**

Chair, Hector Navarro, absent  
Co-Chair, Atrem Behmanesh, present

**Adult Day Programs**

Chair, Rick Perez, absent  
Co-Chair, Member Pending

**Adult Family Home/Foster Family Agency**

Chair, Katherine Gurney, absent  
Co-Chair, Mark Antenucci, absent

**Behavior Services**

Chair, Cindy Hebert, present  
Co-Chair, Junie Lazo-Pearson, absent

**Community Care Facilities**

Chair, Member Pending  
Co-Chair, Member Pending

**Early Intervention**

Chair, Junie Lazo-Pearson, absent  
Co-Chair, Pam Alexander, absent

**Habilitation**

Chair, Jodean Hudson, absent  
Co-Chair, Member Pending

**Independent/Supported Living**

Chair, Christine Molina, present  
Co-Chair, Ana Sandoval, present (*joined at 2:06 p.m.*)

**Intermediate Care Facilities**

Chair, Rich Mraule, absent  
Co-Chair, Member Pending

**Support Services/Allied Health**

Chair, Andrew Velasco, present  
Co-Chair, Alex Saldana, absent

**Liaisons:**

**CalOptima**

Liaison Pending

**Orange County Transit Authority**

Melissa Mungia, present  
Christina Blanco, absent

**RCOC Staff Present:**

Larry Landauer, Executive Director  
Bette Baber, Chief Financial Officer  
Jerrod Bonner, Director of Information Technology

Liliana Castillo, Accounting Manager  
Bonnie Ivers, Clinical Director  
Jennifer Montanez, Director of Case Management  
Keli Radford, Director of Services and Supports  
Jack Stanton, Associate Director of Housing  
Sean Watson, Associate Director of Risk Management  
Marta Vasquez, Finance Director

## **Call to Order**

In Mr. Rick Perez's absence, Mr. Andrew Velasco welcomed all attendees and called the videoconference meeting to order at 2:01 p.m.

### **I. RCOC Update**

Mr. Larry Landauer reported that RCOC did not have a Board meeting in April, so no Board report; there was a Board training.

#### **A. Vendor Updates**

Ms. Marta Vasquez provided an update on the two components of the fully funded Rate Models that will be implemented on July 1, 2024. The current law (WIC 4519.10) states: *(C) Commencing July 1, 2024, the department shall implement the fully funded rate models. The fully funded rate models shall be implemented using two payment components, a base rate equaling 90 percent of the rate model, and a quality incentive payment, equaling up to 10 percent of the rate model, to be implemented through the quality incentive program described in subdivision (e).* Under this law, the base rate for some vendors will be less than their vendored rate on March 31, 2022. RCOC has approximately 150 vendors whose base rates will be reduced effective July 1, 2024, if the law does not change. Some service codes affected are 520 Independent Living Services, 505 Activity Center, 805 Infant Development Program, 612 Behavior Analyst and 862 In-Home Respite. Vendors were encouraged to contact their state legislators and advocate for a change in the law and/or a higher rate increase.

Ms. Vasquez reminded vendors that eligibility for the Quality Incentive Program payment requires compliance with the final Rule.

Ms. Vasquez also reminded vendors that the Rate Model increases for fiscal year 2022-23 must be used for the purpose of increasing wages and benefits for staff who spend a minimum of 75 percent of their time providing direct services to persons served. Vendors are subject to audit and must maintain documentation to show how the funds were used. The Department of Developmental Services' (DDS') vendor surveys will ask how the funds were used to enhance staff wages and benefits.

## **II. Board Report**

Mr. Landauer reported that a Board of Directors' training was held on April 6, 2023. The next Board meeting is scheduled for May 4, 2023.

## **III. Subcommittee Chair and Co-Chair Selections**

Mr. Jack Stanton, RCOC's Associate Director of Housing, reminded the Committee that new chairs and co-chairs must be identified by the end of May 2023 for the following subcommittees: Adult Behavior Management, Adult Family Home Agency (AFHA)/Foster Family Agency (FFA), Community Care Facilities (CCF), Independent/Supported Living (ILS/SLS) and Habilitation. The VAC Chair will present the nominees to the Board of Directors for approval; if approved, their terms will commence on June 1, 2023, in accordance with the VAC Commission.

## **IV. Peer Advisory Committee (PAC) Report**

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 (present)**

Ms. Melissa Mungia reported that First Transit, OCTA's ACCESS subcontractor, is negotiating its Collective Bargaining Agreement. At this time, there are ACCESS services issues.

## **VI. Member Reports**

### **A. Adult Behavior Management – Hector Navarro (absent)**

### **B. Adult Day Programs – Rick Perez (absent)**

In Mr. Hector Navarro's absence, Ms. Atrem Behmanesh reported that the subcommittees met today and discussed tailored day services. Ms. Behmanesh also reported that members inquired about Special Incident Reports (SIRs) for persons served receiving services through the Self-Determination Program (SDP).

[For readers of the minutes, a written response to the question is provided below. Mr. Sean Watson, RCOC's Associate Director of Risk Management, provided the following written response. Filing SIRs is the same process for vendors regardless of whether someone is under SDP or traditional services.

The following information is from DDS' website regarding SDP.

*Q: Are special incident reports (SIR) or other reporting required in the SDP?*

*A: Vended providers are required to file SIRs in the SDP. This includes the FMS*

*provider's responsibility to report special incidents that the FMS has knowledge of or that has been reported to the FMS by the participant, a service provider, or other person. Some individuals including health care providers, social workers and individuals who provide paid or unpaid care are responsible must report abuse or neglect of regional center consumers under Mandated Abuse Reporting Statutes. These reports are made to law enforcement and the regional center.]*

Ms. Behmanesh also reported that she was selected as Chair and Mr. Ryan Perez, as Co-Chair, for the Adult Behavior Management subcommittee.

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

In Ms. Katherine Gurney and Mr. Mark Antenucci's absence, Mr. Stanton reported that the subcommittee met and Ms. Crystal Rodriguez was selected as Chair of the subcommittee. No Co-Chair was selected.

**D. Behavior Services – Cindy Hebert (present)**

Ms. Cindy Hebert reported that the subcommittee did not meet.

**E. Community Care Facilities (CCF) – Member Pending**

Mr. Jack Stanton reported that the subcommittee did not meet.

**F. Early Intervention – Junie Lazo-Pearson (absent)**

In Ms. Junie Lazo-Pearson and Ms. Pam Alexander's absence, Ms. Hebert reported that the subcommittee did not meet.

**G. Habilitation – Jodean Hudson (present)**

Ms. Jodean Hudson reported that the subcommittee met and selected Ms. Marina Margaryan as Chair and Ms. Jodean Hudson as Co-Chair. Ms. Hudson also reported that staffing shortages were discussed.

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

Ms. Christine Molina reported that the subcommittee met and she will continue as Chair of the subcommittee. No Co-Chair was selected.

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

In Mr. Rich Mraule's absence, Mr. Stanton reported that the subcommittee did not meet.



**J. Support Services/Allied Health – Andrew Velasco (present)**

Mr. Andrew Velasco reported that the subcommittee met today and discussed company name change requirements.

**VII. Community Forum**

There were no speakers for community forum.

**VIII. Adjournment**

Mr. Velasco adjourned the meeting at 2:27 p.m.

The next VAC meeting is scheduled for May 9, 2023.

*Recorder: Sandra Lomelí*

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

DATE: May 4, 2023  
 TO: Board of Directors  
 FROM: Rick Perez  
 Chair, Vendor Advisory Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: **Approval of Vendor Advisory Committee Members**

BACKGROUND:

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

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

REASON FOR CURRENT ITEM:

The following subcommittees of RCOC’s Vendor Advisory Committee have met and submitted their nominations for committee membership (see attachment). Terms of membership are for two years as follows:

Membership Category	Term of Membership
<b>Adult Behavior Management Programs</b> Atrem Behmanesh, Chair; Ryan Perez, Co-Chair	June 1, 2023 to May 31, 2025
<b>Adult Family Home (AFHA)/Foster Family Home Agency (FFA)</b> Crystal Rodriguez, Chair; Pending Co-Chair	June 1, 2023 to May 31, 2025
<b>Community Care Facilities</b> Pending, Chair; Pending Co-Chair	June 1, 2023 to May 31, 2025
<b>Habilitation</b> Marina Margaryan, Chair; Jodean Hudson, Co-Chair	June 1, 2023 to May 31, 2025
<b>Independent/Supported Living (IL/SL)</b> Christine Molina, Chair; Pending Co-Chair	June 1, 2023 to May 31, 2025

FISCAL IMPACT:

None.

RECOMMENDATIONS:

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

**Attachment for Agenda Item III.I.1.**

**VENDOR ADVISORY COMMITTEE**

**NOMINATIONS FOR MEMBERSHIP**

<b><u>ADULT BEHAVIOR MANAGEMENT PROGRAM</u></b>	
<p><b>Atrem Behmanesh, Chair</b>  Vocational Visions Adult Day Program</p>	<p>Ms. Behmanesh has worked at Vocational Visions' Adult Day Program for the past 13 years as a Program Manager. In addition to her current duties, Ms. Behmanesh has experience working directly with people as a job coach and direct service professional. She has used this experience to enhance the lives of those she serves on a daily basis. Ms. Behmanesh is a strong believer in creating partnerships within everyone she works with in order to ensure that people have many opportunities for growth.</p>
<p><b>Ryan Perez, Co-Chair</b>  OC Bridges Adult Day Program</p>	<p>Mr. Perez is currently serving as the Program Director for OC Bridges Day Program. His career started in a group home setting and then he joined his brother at a newly developed behavioral day program, where he gained experience with behavioral intervention skills, implementing ISP goals, learning case management as well as program operational skills. After 10 years, he launched his own program that includes an integrated BCBA support, Registered Behavior Therapists, and an overall culturally driven program to provide advocacy and support to ensure an inclusive and person centered focus that guides everyday interactions.</p>

<b><u>ADULT FAMILY HOME AGENCY (AFHA) / FOSTER FAMILY AGENCY (FFA)</u></b>	
<p><b>Crystal Rodriguez, Chair</b>  My Day Counts</p>	<p>Ms. Rodriguez recently joined My Day Counts in 2021, as the Program Director for Community Based Programs that oversees Family Connections Family Home Agency (FHA), Community Employment Services (CES), and Independent Living Services (ILS). Her career in human services started by providing mental health and wrap around supports to transitional age youth and homeless families throughout Orange County. Ms. Rodriguez has over 15 years of experience providing case management, medical support management, adult mental health services, and most recently supporting adults with intellectual disabilities. Ms. Rodriguez reports to having a lifelong passion for helping others achieve their goals and assisting them in becoming their best selves.</p>

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**HABILITATION**

<p style="text-align: center;"><b>Marina Margaryan, Chair</b></p> <p style="text-align: center;">Westview Services</p>	<p>Ms. Margaryan has been with Westview Services for over 22 years, and currently serves as the Chief Operating Officer. In addition to her current duties, Ms. Margaryan has experience working as a direct care staff, job coach, job developer, Manager for day and employment programs, and as an Operations Director. Ms. Margaryan has strived to provide the best care and quality in her services to others and credits their success, wellbeing, and ability to lead more fulfilling lives, as a privilege and honor for herself to serve others.</p>
<p style="text-align: center;"><b>Jodean Hudson, Co-Chair</b></p> <p style="text-align: center;">Goodwill OC</p>	<p>Ms. Hudson has worked at Goodwill of Orange County for the past 25 years and is currently serving as the Director of Placement Services. As part of her responsibilities, she oversees the Supported Employment, Direct Placement, Deaf Services, and Employment programs. She is a seasoned social work professional who specializes in program development, management, administration, staff development, and human resources. Ms. Hudson has placed an emphasis on mentoring both the people she serves and her staff with respect, value, and appreciation to increase their quality of life. Ms. Hudson is proud that her team has helped thousands of individuals secure and retain jobs in the community, in turn giving them hope, purpose, pride, and dignity.</p>

**INDEPENDENT / SUPPORTED LIVING (IL/SL)**

<p style="text-align: center;"><b>Christine Molina, Chair</b></p> <p style="text-align: center;">Living Independent Fair and Equal (LIFE)</p>	<p>Ms. Molina is currently serving as the Human Resource Program Administrator for LIFE, a family agency developed by her mother. Ms. Molina has been an integral part of the program since 2007 serving in various capacities. She began her work in this field at a very young age, caring for family members who had been diagnosed with intellectual disabilities. Her background has helped her relate to the many families and individuals they serve, helping to ensure others are thriving in what they want to achieve. Ms. Molina stands behind the meaning of LIFE – Living Independent Fair and Equal. She does not consider herself to be an employee working a job, rather she is a person who loves what they do every day serving this community.</p>
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**Regional Center of Orange County  
Peer Advisory Committee  
April 19, 2023  
Videoconference Minutes**

**Committee Members Present:** Sylvia Delgado, Chairperson  
Peter Kuo

**Committee Members Absent:** Kerri Adamic  
Marcell Bassett  
Cheryl Day  
Steven Gersten  
Amy Jessee  
Yvonne Kluttz  
Fernando Peña

**RCOC Staff Members Present:** Larry Landauer, Executive Director  
Jennifer Montanez, Director of Case Management

Ms. Sylvia Delgado called the meeting to order at 3:18 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**

Ms. Delgado reported that there were no new updates.

**III. SLI Presentation: *My Journey to Employment***

Ms. Delgado presented *My Journey to Employment* that she will be presenting at this year's Supported Life Institute (SLI) conference on May 12<sup>th</sup> and 13<sup>th</sup>.

**IV. Community Forum**

No community members were present at the meeting.

**V. Next Scheduled Meeting**

The next PAC meeting is scheduled for May 17, 2023.

Ms. Delagdo adjourned the meeting at 3:48 p.m.

*Recorder: Sandra Lomelí*

**Regional Center of Orange County  
Legislative and Community Awareness Committee  
April 11, 2023  
Videoconference Minutes**

**Committee Members Present:** Liza Krassner, Chairperson  
Sandy Martin

**Committee Member Absent:** Meena Chockalingam  
Chinh Nguyen  
Hilda Mendez  
John “Chip” Wright

**RCOC Staff Members Present:** Larry Landauer, Executive Director  
Jerrold Bonner, Director of Information Technology  
Bonnie Ivers, Director of Clinical Services  
Kathleen McFarlin, Family Support and Community Outreach  
Manager  
Jennifer Montanez, Director of Case Management  
Keli Radford, Director of Services and Supports  
Kaitlynn Truong, Cultural Specialist  
Marta Vasquez, Director of Finance  
Stacy Wong, Director of Human Resources (*joined at 5:19 p.m.*)

**Guests:** Linda Blankenship, Consultant  
Anh Nguyen, Consultant (*joined at 5:03 p.m.*)

Ms. Liza Krassner called the meeting to order at 5:02 p.m.

**I. Public Relations**

**A. News Media Outreach**

Ms. Linda Blankenship reported that some of the media coverage included a YouTube interview with Mr. Sean Le, host of a Vietnamese program, who interviewed Mr. Larry Landauer and Ms. Kaitlynn Truong, RCOC’s Cultural Specialist, about RCOC’s services. Ms. Truong also provided her family’s experience receiving services through RCOC. Other news releases included a Los Angeles Times’ interview with Mr. Landauer regarding disparity issues, a *Dialogue* article welcoming two new Board members and RCOC’s services pages which list services provided by RCOC’s staff and services that RCOC purchases from contracted agencies. There are service pages for Early Start, school-age children and adults. RCOC’s Family Resource Center (FRC) will distribute the pages to families.

**B. Dialogue**

Ms. Blankenship reported that the summer issue of the *Dialogue* will focus on two families who are benefitting from programs offered at the Orange County Children’s Therapeutic Art Center. Mr. Landauer’s column will be about RCOC’s proactive efforts to improve access to social recreational services.

**C. Website Update**

Ms. Anh Nguyen, RCOC’s Consultant, reported that the visual refresh and redesign of RCOC’s website has made great progress and should launch in the fall of 2023.

**D. Social Media**

Ms. Nguyen shared that RCOC’s social media platforms continue to feature information on events, public meetings and trainings.

**II. Legislative Outreach**

**A. ARCA Update**

Ms. Krassner reported that ARCA’s Board of Directors met on March 16, 2023, and focused on legislative level issues such as the Little Hoover Commission and its report that will be released soon. ARCA also confirmed the dates for two Academy Board of Director’s trainings. The first training will be held on April 29, 2023, at Alta California Regional Center. The second training will be held on May 6, 2023 at the San Gabriel/Pomona Regional Center.

**B. Budget Update and Delegation Relationships**

Mr. Landauer reported that Ms. Nguyen is in the process of scheduling meetings with state legislators and their staff to inform them about RCOC’s services.

**III. Community Outreach**

**A. Disparity-Focused Activities**

Ms. Keli Radford, RCOC’s Director of Services and Supports, reported that RCOC’s internal Diversity and Inclusion Task Force continues to meet monthly. The Task Force is looking at adding community partners from diverse backgrounds to create a more collaborative and transparent task force.

Ms. Kathleen McFarlin, RCOC’s Family Support and Community Outreach Manager, reported that in-person developmental screenings continue in under-served communities. Ms. McFarlin also reported that the FRC team is working with Mr. Arturo Cazares, RCOC’s Director of Community Services, and his team on adult transition fairs and community meetings to provide information to families about RCOC’s services.



**B. Developmental Services Careers/Vendor Support**

Dr. Bonnie Ivers, RCOC's Director of Clinical Services, reported that she and Mr. Cazares collaborated with Cypress College to speak to psychology students about RCOC services and potential career opportunities in the developmental disabilities field.

**IV. Community Forum**

No community members were present at the meeting.

Ms. Krassner adjourned the meeting at 5:36 p.m.

*Recorder: Sandra Lomelí*