



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

Date: Thursday, November 2, 2023

Time: 6:00 p.m.

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

I.	Closed Session (Board Members Only)		
	A.	W&I Code §4663 and §4664	Greg Simonian, Esq.
		1. Pending Litigation, WIC 4663(a)(5) and WIC 4664(a) 2. Annual Employee Performance Evaluation, WIC 4663(a)(2)	
II.	Recess		
III.	General Session		
	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
		1. Approval of Board of Directors' Minutes for September 7, 2023** 2. Budget and Finance Committee** a. Approval of Monthly Sufficiency of Allocation Report, August 2023** b. Approval of Monthly Sufficiency of Allocation Report, September 2023** c. Approval of Budget Amendment D-3, Fiscal Year 2022-23** d. Approval of CalPERS Requirement for a Publicly Available Pay Schedule Effective December 25, 2023** e. Approval of Budget Amendment	
	E.	Executive Director's Report	Larry Landauer
		1. Recognition of Persons' Served Employment Longevity 2. Approval of Amendment to Property Acquisition Agreement with Non-Profit Housing Corporation, Brilliant Corners, for Development of an Enhanced Behavioral Supports Home (CRDP Project No. 2223-3)** 3. Approval of Amendment to Property Renovation Agreement with Non-Profit Housing Corporation, Brilliant Corners, for Development of an Enhanced Behavioral Supports Home (CRDP Project No. 2223-3)** 4. Approval of Agreement with Goodwill Industries of Orange County for Home and Community-Based Services (HCBS) Funding** 5. Approval of Amendment to Agreement with Helen Sanderson Associates for Home and Community-Based Services (HCBS) Funding** 6. Operations Report – August 2023** 7. Operations Report – September 2023** 8. Performance Contract Report – August 2023** 9. Performance Contract Report – September 2023** 10. Employment Update 11. Housing Update 12. Health and Wellness Update	Christy Petteruto Arturo Cazares Jack Stanton Bonnie Ivers
	F.	Executive Committee	John "Chip" Wright
		1. Approval of Renewal of Board Membership for Frances Hernandez for a Three-Year Term Commencing January 1, 2024 and Ending December 31, 2026	

	G.	Board Recruitment and Training Committee**	John “Chip” Wright
	H.	Policies and Outcomes Committee**	Cliff Amsden
		1. Conflict of Interest Policy ** 2. Zero Tolerance Policy Regarding Abuse and Neglect of Those We Serve** 3. Policies on the Board-Executive Relationship**	
	I.	Vendor Advisory Committee**	Rick Perez
	J.	Peer Advisory Committee**	Yvonne Kluttz
	K.	Legislative and Community Awareness Committee**	Liza Krassner
	L.	ARCA Report	Liza Krassner
	M.	Community Forum***	John “Chip” Wright
	N.	Chairperson’s Report	John “Chip” Wright
IV.		Adjournment	John “Chip” Wright

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

***Attachments for Board members in Board packet.*

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

**Regional Center of Orange County
Board of Directors' Meeting Minutes
September 7, 2023**

Board Members Present: John “Chip” Wright, Chairperson
(Members in-person, unless otherwise noted) Marcell Bassett
Meena Chockalingam
Bruce Hall
Amy Jessee (*left at 7:47 p.m.*)
Yvonne Kluttz (*left at 8:00 p.m.*)
Liza Krassner
Sandy Martin
Hilda Mendez
Chinh Nguyen
Jacqueline Nguyen

Board Members Absent: Cliff Amsden
Frances Hernandez
Fernando Peña
Rick Perez

Corporate Counsel Present: Greg Simonian, Esq.

Mr. Chip Wright called the meeting to order at 6:06 p.m.

I. Closed Session (Board Members Only)

Mr. Greg Simonian, RCOC’s Board Counsel reported that the Board held a Closed Session meeting and discussed pending litigation per WIC 4663(a)(5), Employee Salaries and Benefits per WIC 4663(a)(3) and the Executive Director Evaluation per WIC 4663(a)(2).

II. General Session

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

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

B. Community Forum for Agenda Items Only

There were no speakers for community forum.

C. Budget and Finance Committee

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

D. Consent Calendar

1. Approval of Board of Directors' Minutes for June 1, 2023
2. Budget and Finance Committee
 - a. Approval of Monthly Sufficiency of Allocation Report, May 2023
 - b. Approval of Monthly Sufficiency of Allocation Report, June 2023
 - c. Approval of Monthly Sufficiency of Allocation Report, July 2023
 - d. Approval of Budget Amendment E-1, Fiscal Year 2023-24

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 22 or more years with a Certificate of Recognition.

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

- *California's Self-Determination Program (SDP)*. Mr. Landauer reported that Voices of Self-Determination released a report titled *An Evaluation of Participant Experience in California's Self-Determination Program* on June 30, 2023. UCLA Tarjan Center UCEDD collected data between December 2022 and June 2023, from 244 persons served, 314 parents/caregivers, 20 independent facilitators and 14 other respondents regarding their experience with SDP in California. Overall, the report reflects that 70% of respondents view the program favorably and 30% view it as neutral or unfavorable.
- *Intermediate Care Facilities (ICFs)*. Mr. Landauer reported that Intermediate Care Facilities will be transitioning to Managed Care effective January 1, 2024.
- *Caseload Ratio*. Mr. Landauer reported that the public meeting for RCOC's Caseload Ratio Plan of Correction was held on July 26, 2023.
- *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 98% of Individual Program Plans (IPPs) for Lanterman cases are in the PCT format and that RCOC is providing PCT trainings for new staff and refresher courses for previously trained staff. Mr. Landauer also reported that he and eleven staff members attended The Learning Community for Person Centered Practices (TLCPCP) Gathering training on PCT in July 2023.

RCOC Board of Directors' Meeting Minutes
September 7, 2023

- *Employment.* Mr. Arturo Cazares, RCOC's Director of Community Services, reported that employment is slowly progressing. Some service providers have been able to hire support staff.

Mr. Cazares also reported that RCOC is working with Kaiser Permanente in Anaheim to establish a Project SEARCH program.

- *Housing.* In Mr. Jack Stanton's absence, Mr. Cazares reported that the Orange County's Housing Authority (OCHA) reopened its 2023 housing wait list on September 18, 2023. Any person served by RCOC interested in applying can submit an application through OCHA's website.
- *Legislative and Community Awareness (LCA).* Mr. Landauer reviewed media highlights including news coverage from NBC4 on RCOC's Backpack giveaway and an article by Exceptional Parent Magazine that bylined an article on RCOC's *Dialogue* offering tips for easing back to school and working effectively with school districts.
- *Health and Wellness.* Dr. Bonnie Ivers, RCOC's Clinical Director, reported that the current *Healthy Life, Happy Life (HLHL)* class celebrated with a virtual graduation on June 25, 2023. The new HLHL program cohort will commence in October 2023.
- *RCOC News.* Mr. Landauer reported that vendor staffing shortages have improved but low vendor rates continue to affect hiring.

Mr. Landauer also reported that he and his staff continue to work with the Hispanic families group to address their concerns. There have been four meetings thus far with the Hispanic families group. The next two meetings are scheduled for September 29, 2023, and October 25, 2023.

- *Self-Determination Program (SDP).* Mr. Landauer reported that the SDP Local Advisory Committee last met on August 28, 2023.
 - *Medicaid Waiver (HCBS).* Mr. Landauer reported that the Medicaid Waiver (HCBS) audit was held from August 7-25, 2023.
2. Approval of Amendment to Property Renovation Agreement with Non-Profit Housing Corporation, Brilliant Corners, for the Development of an Enhanced Behavioral Supports Home (CRDP Project No. 2223-2)

Ms. Christina Petteruto, RCOC's General Counsel, reported that the Department of Developmental Services (DDS) has approved an additional \$97,008 in Community Resource Development Plan (CRDP) funding for renovation costs. DDS has also asked that the home be developed as an Enhanced Behavioral Supports Home (EBSH).

M/S/C to approve the Property Acquisition Agreement with Non-Profit Housing Corporation, Brilliant Corners, for Development of an Enhanced Behavioral Supports Home (CRDP Project No. 2223-2), as presented

F. Executive Committee

Mr. Wright reported that the Committee met on August 17, 2023; the next Committee meeting is scheduled for October 16, 2023.

G. Board Recruitment and Training Committee

Mr. Wright reported that the Committee met on July 10, 2023. The Committee reviewed the Board composition, training topics and discussed recruitment efforts. Mr. Wright also reported that the next Board training scheduled for October 5, 2023 will be on Employment.

The next Committee meeting is scheduled for September 11, 2023.

H. Policies and Outcomes Committee

In Mr. Cliff Amsden's absence, Ms. Meena Chockalingam reported that the Committee met on July 17, 2023, and presented revisions to the Purchase of Service Policy, Policy on Resource Development and Procurement and the Start-Up, Gap and Lag Funding Policy. The Committee also reviewed and did not recommend any revisions to the Policy on Board Membership and Application Process.

1. Approval of Revisions to the Purchase of Service Policy

M/S/C to approve revisions to the Purchase of Service Policy as recommended

Ms. Christy Petteruto, RCOC's General Counsel reported that RCOC is proposing changes for the Policy on Resource Development and Procurement and the Start-Up, Gap and Lag Funding Policy. The policies currently indicate that RCOC will award start-up funding outside of the Request for Proposal (RFP) process only if it is necessary to protect the health and/or safety of a specific individual served by RCOC and the Board votes to approve the award. The proposed language allows for RCOC to award start-up funds outside of the RFP process if use of the RFP process is not feasible under specific circumstances and the Board votes to approve the award.

2. Approval of Revisions to the Policy on Resource Development and Procurement

M/S/C to approve revisions to the Policy on Resource Development and Procurement as recommended

3. Approval of Revisions to the Start-Up, Gap and Lag Funding Policy

M/S/C to approve revisions to the Start-Up, Gap and Lag Funding Policy as recommended

The next Committee meeting is scheduled for October 16, 2023.

I. Vendor Advisory Committee

In Mr. Rick Perez's absence, Mr. Landauer reported that the Committee met on July 11, 2023; the next Committee meeting is scheduled for September 12, 2023.

Mr. Landauer presented the following agenda item for approval:

1. Approval of Vendor Advisory Committee Member, Ana Sandoval as Co-Chair of the Independent/Supported Living (IL/SL) Subcommittee Commencing September 7, 2023 and Ending May 31, 2025.

M/S/C to approve Vendor Advisory Committee Member, Ana Sandoval as Co-Chair of the Independent/Supported Living (IL/SL) Subcommittee Commencing September 7, 2023 and Ending May 31, 2025 as recommended

J. Peer Advisory Committee

Ms. Yvonne Kluttz reported that the Committee met on June 21, 2023. At this meeting, Ms. Kaitlynn Truong, RCOC's Cultural Specialist, shared RCOC's Comfort Connection Family Resource Center (CCFRC) Recreation Resource Guide.

The next Committee meeting is scheduled for September 20, 2023.

K. Legislative and Community Awareness Report

Ms. Liza Krassner reported that the Committee met on July 11, 2023; the next Committee meeting is scheduled for October 10, 2023.

L. ARCA Report

Ms. Krassner reported that ARCA's Board of Directors is scheduled to meet on October 20, 2023, and plans to discuss the upcoming ARCA Academy Board trainings.

M. Community Forum

Families voiced their concerns about how difficult it is for the Latino community to access services due to RCOC's policies. Families also stated that the Hispanic families group meetings with Mr. Landauer and his staff have been unproductive as there has been no advancement in change within the agency or its policies. Other comments and questions were regarding housing and the reinstatement of the Housing Committee.

Mr. Wright thanked the families for sharing their comments and concerns. The Board will work with Mr. Landauer and his staff to provide a response.

N. Chairperson's Report

Mr. Wright thanked everyone for joining today's Board of Directors' meeting.

O. National Core Indicators (NCI) Presentation

Mr. Landauer presented data from the latest National Core Indicators (NCI) Survey. The NCI presentation is available on RCOC's website in English, Spanish and Vietnamese. Those interested in submitting input or questions regarding tonight's presentation can send an email to nci.input@rcocdd.com.

III. Adjournment

Mr. Wright adjourned the meeting at 8:09 p.m.

Yvonne Kluttz, Secretary

Recorder: Sandra Lomeli

**Regional Center of Orange County
Budget & Finance Committee
Meeting Minutes
September 7, 2023**

Committee Members Present: Sandy Martin
Bruce Hall
Amy Jessee
John “Chip” Wright

Committee Members Absent: Cliff Amsden
Jacqueline Nguyen
Fernando Peña

Other Board Members Present: Marcell Bassett (*arrived at 4:06 p.m.*)
Yvonne Kluttz

Board Counsel Present: Greg E. Simonian

RCOC Staff Present: Larry Landauer, Executive Director
Jerrod Bonner, Director of Information Technology (*arrived at 4:04 p.m.*)
Liliana Castillo, Accounting Manager – Vendorization
Arturo Cazares, Director of Community Services
Nancy Franco, Accounting Manager – OPS
Karina Martinez, Accounting Manager – POS
Christina Petteruto, General Counsel
Linda Pham, Accountant
Marta Vasquez, Chief Financial Officer

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

1. Approval of Monthly Sufficiency of Allocation Report, May and June 2023

Ms. Marta Vasquez reported that RCOC is projecting a surplus of \$83.8 million, an increase of \$3.6 million over the prior projection. The surplus will be \$91.5 million if all \$7.7 million of the State Plan Amendment receivables are paid. The decrease in surplus is due to an increase in projected expenditures.

2. Approval of Monthly Sufficiency of Allocation Report, July 2023

Ms. Vasquez reported that RCOC had not received the planning allocation for fiscal year 2023-24. Once the allocation is received, RCOC will be able to determine if there is a projected sufficiency or deficiency in the allocation. The first Sufficiency of Allocation Report (SOAR) is due to the Department of Developmental Services (DDS) on December 10, 2023.

3. Approval of Budget Amendment E-1, Fiscal Year 2023-24

Ms. Vasquez reported that RCOC had not received the E-1 planning allocation for fiscal year 2023-24; however, she reiterated the importance of Board approval so that the contract could be executed upon receipt.

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

The meeting adjourned at 4:34 p.m.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

ACTION X
ACTION/CONSENT
DISCUSSION
INFO ONLY

DATE: November 2, 2023
TO: Board of Directors
FROM: Budget and Finance Committee
SUBJECT: **Approval of Monthly Sufficiency of Allocation Report, August 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: November 2, 2023
To: Board of Directors
From: Budget and Finance Committee
Subject: Highlights – August 2023 Sufficiency of Allocation Report (SOAR)

Purchase of Services (POS)

RCOC received the planning allocation that staff will use to determine the sufficiency or deficiency of the allocation. The first Sufficiency of Allocation Report (SOAR) for fiscal year 2023-24 is due to DDS on December 10, 2023.

RCOC has had a surplus for the past three years and it is too early to determine if there will be a surplus again this year. The allocation of \$598.7 million is higher than the \$530.6 million that RCOC expended last year. Vendors continue to compete with companies that pay their employees more. It does not seem probable that we will see significant expenditure growth in day programs and that services will resume at the level that they were prior to the pandemic. As result of vendorization changes occupational, physical and speech therapist vendors received a rate increase effective October 1, 2023. Some vendors will receive a rate increase due to the minimum wage increase effective January 1, 2024.

In fiscal year 2022-23, RCOC's caseload increased by 1,329 persons or 5.6%, the regional center system increased by 27,691 persons or 7.2%. In the first quarter of the fiscal year, RCOC's caseload increased by 437 persons for an annualized caseload growth of 7.0%; the regional center system increased 5,755 persons for an annualized caseload growth of 5.6%.

Operations

RCOC will be within budget for both Operating Expense and Personal Services. Operating Expense appears to exceed the allocation because RCOC makes annual payments for insurance and other one-time expenses.

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

	A	B	C	D	E	F	G	H
		ACTUAL	PROJECTED	SOAR	VARIANCE			
	E-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
				n/a	YEAR TO DATE	YEAR TO DATE	MO. REPORTED	
(1) Licensed Residential Care	\$195,433,165	\$31,816,740	\$191,900,440	\$0	n/a	n/a	n/a	\$181,890,100
(2) Day Care	1,720,317	161,621	1,719,957	0	n/a	n/a	n/a	1,428,234
(3) Day Training	69,060,248	10,579,592	67,148,028	0	n/a	n/a	n/a	60,769,035
(4) Habilitation	10,028,158	1,353,712	9,468,793	0	n/a	n/a	n/a	8,404,782
(5) Transportation	13,582,892	2,000,153	13,491,681	0	n/a	n/a	n/a	11,003,355
(6) Respite	49,028,976	4,966,826	47,822,652	0	n/a	n/a	n/a	45,598,785
(7) Personal Assistance	56,484,816	7,497,479	56,151,538	0	n/a	n/a	n/a	47,580,728
(8) Supported Living	61,234,474	9,616,085	58,983,172	0	n/a	n/a	n/a	53,090,556
(9) Non-medical	28,667,328	4,193,906	28,325,636	0	n/a	n/a	n/a	23,653,399
(10) Medical	11,933,148	1,687,721	10,126,326	0	n/a	n/a	n/a	8,045,509
(11) Other	60,684,049	8,172,440	55,872,099	0	n/a	n/a	n/a	53,383,431
(12) Early Start (Age 0-3)	40,825,728	6,459,557	39,489,165	0	n/a	n/a	n/a	35,700,694
(13) Community Placement Plan	100,000	0		0	n/a	n/a	n/a	0
(14) Purchase of Service Total	598,783,299	88,505,832	580,499,487	0	0%	0	0	530,548,608
OPERATIONS								
(15) Operating Expense (Gross)	11,820,534	2,291,321	13,747,928	11,820,534	0%	0	0	7,465,688
(16) Less Interest Income and SPA Fees	-600,000	-401,481	-2,408,884	-600,000	0%	0	0	-1,198,379
(17) Operating Expense (Net)	11,220,534	1,889,841	11,339,044	11,220,534	0%	0	0	6,267,309
(18) Personal Services	58,834,233	6,713,097	40,278,584	58,834,233	0%	0	0	44,049,322
(19) Family Resource Center/Services	269,299	32,164	192,984	269,299	0%	0	0	258,421
(20) Operations Total	70,324,066	8,635,102	51,810,611	70,324,066	0%	0	0	50,575,052
(21) Total	\$669,107,365	\$97,140,934	\$632,310,098	\$70,324,066	0%	\$0	\$0	\$581,123,660

* 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 11 is approximately one month less than expenditures for Residential Care and Day Training.

***Operating Expense appears to exceed the allocation due to annual payments for insurance and other one-time expenses.

STATEMENT OF ASSETS, LIABILITIES AND FUND BALANCES
AS OF AUGUST 31, 2023

ASSETS	GENERAL FUND	CUSTODIAL FUND
CURRENT ASSETS		
Petty cash	\$300.00	
Checking	66,687,309.99	\$104,529.15
Savings	8,494.71	
Money market	0.00	
Payroll	356,182.05	
Donations	215,051.86	
Unemployment	838,713.03	
Certificate of deposit	0.00	
	-----	-----
Total current assets	68,106,051.64	104,529.15
	-----	-----
RECEIVABLES		
State claim	76,406,396.18	
Client support revenue	29,685.18	4,447.84
Due from State - prior years	187,217,521.57	
Due from ICF - ICF Supplemental Services	4,114,188.01	
	-----	-----
Total receivables	267,767,790.94	4,447.84
	-----	-----
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	\$336,534,203.18	\$108,976.99
	=====	=====
LIABILITIES AND FUND BALANCES		
LIABILITIES		
Accounts payable	\$31,456,046.38	\$29,685.18
Due to State - ICF Supplemental Services	0.00	
Loans payable	0.00	
Cash advance	304,026,131.82	
Unemployment insurance	836,973.12	
	-----	-----
Total liabilities	336,319,151.32	29,685.18
	-----	-----
FUND BALANCES		
General		
Donations	215,051.86	
Custodial		79,291.81
	-----	-----
TOTAL LIABILITIES AND FUND BALANCES	\$336,534,203.18	\$108,976.99
	=====	=====

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

Beginning Balance		\$215,728.54
Donations	\$0.00	
Loan Payments	1410.00	
Interest	8.32	
Disbursements:		
Security deposit	<u>-2,095.00</u>	
Net Increase (Decrease)		<u>-676.68</u>
Ending Balance		<u><u>\$215,051.86</u></u>

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

ACTION X
ACTION/CONSENT
DISCUSSION
INFO ONLY

DATE: November 2, 2023
TO: Board of Directors
FROM: Budget and Finance Committee
SUBJECT: **Approval of Monthly Sufficiency of Allocation Report, September 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: November 2, 2023
To: Board of Directors
From: Budget and Finance Committee
Subject: Highlights – September 2023 Sufficiency of Allocation Report (SOAR)

Purchase of Services (POS)

RCOC received the planning allocation that staff will use to determine the sufficiency or deficiency of the allocation. The first Sufficiency of Allocation Report (SOAR) for fiscal year 2023-24 is due to DDS on December 10, 2023.

RCOC has had a surplus for the past three years and it is too early to determine if there will be a surplus again this year. The allocation of \$598.7 million is higher than the \$530.6 million that RCOC expended last year. Vendors continue to compete with companies that pay their employees more. It does not seem probable that we will see significant expenditure growth in day programs and that services will resume at the level that they were prior to the pandemic. As result of vendorization changes occupational, physical and speech therapist vendors received a rate increase effective October 1, 2023. Some vendors will receive a rate increase due to the minimum wage increase effective January 1, 2024.

In fiscal year 2022-23, RCOC's caseload increased by 1,329 persons or 5.6%, the regional center system increased by 27,691 persons or 7.2%. In the first quarter of the fiscal year, RCOC's caseload increased by 437 persons for an annualized caseload growth of 7.0%; the regional center system increased 5,755 persons for an annualized caseload growth of 5.6%.

Operations

RCOC will be within budget for both Operating Expense and Personal Services. Operating Expense appears to exceed the allocation because RCOC makes annual payments for insurance and other one-time expenses.

**Monthly Sufficiency of Allocation Report
As of September 30, 2023**

	A	B	C	D	E	F	G	H
PURCHASE OF SERVICE	E-1 ALLOCATION	ACTUAL SPENT YEAR TO DATE	PROJECTED EXPENDITURES AT "RUN RATE"	SOAR	VARIANCE			SPENT PRIOR YEAR
				PROJECTED EXPENDITURES n/a	(column A-D)/A %	(column A-D) AMOUNT YEAR TO DATE	CHANGE FROM PRIOR MO. REPORTED	
(1) Licensed Residential Care	\$195,433,165	\$45,432,831	\$192,326,170	\$0	n/a	n/a	n/a	\$181,890,100
(2) Day Care	1,720,317	220,320	1,716,727	0	n/a	n/a	n/a	1,428,234
(3) Day Training	69,060,248	14,607,591	66,871,703	0	n/a	n/a	n/a	60,769,035
(4) Habilitation	10,028,158	1,482,163	9,256,683	0	n/a	n/a	n/a	8,404,782
(5) Transportation	13,582,892	2,152,356	12,914,136	0	n/a	n/a	n/a	11,003,355
(6) Respite	49,028,976	4,986,989	48,572,095	0	n/a	n/a	n/a	45,598,785
(7) Personal Assistance	56,484,816	7,497,567	55,422,862	0	n/a	n/a	n/a	47,580,728
(8) Supported Living	61,234,474	14,047,103	57,656,293	0	n/a	n/a	n/a	53,090,556
(9) Non-medical	28,667,328	5,302,946	28,624,224	0	n/a	n/a	n/a	23,653,399
(10) Medical	11,933,148	2,448,371	9,793,484	0	n/a	n/a	n/a	8,045,509
(11) Other	60,684,049	8,248,555	54,408,181	0	n/a	n/a	n/a	53,383,431
(12) Early Start (Age 0-3)	40,825,728	8,624,994	40,844,801	0	n/a	n/a	n/a	35,700,694
(13) Community Placement Plan	100,000	0		0	n/a	n/a	n/a	0
(14) Purchase of Service Total	598,783,299	115,051,786	578,407,359	0	0%	0	0	530,548,608
OPERATIONS								
(15) Operating Expense (Gross)	11,820,534	2,625,119	10,500,477	11,820,534	0%	0	0	7,465,688
(16) Less Interest Income and SPA Fees	-600,000	-603,088	-2,412,353	-600,000	0%	0	0	-1,198,379
(17) Operating Expense (Net)	11,220,534	2,022,031	8,088,124	11,220,534	0%	0	0	6,267,309
(18) Personal Services	58,834,233	11,943,154	47,772,615	58,834,233	0%	0	0	44,049,322
(19) Family Resource Center/Services	269,299	59,041	236,164	269,299	0%	0	0	258,421
(20) Operations Total	70,324,066	14,024,226	56,096,903	70,324,066	0%	0	0	50,575,052
(21) Total	<u>\$669,107,365</u>	<u>\$129,076,012</u>	<u>\$634,504,263</u>	<u>\$70,324,066</u>	<u>0%</u>	<u>\$0</u>	<u>\$0</u>	<u>\$581,123,660</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 11 is approximately one month less than expenditures for Residential Care and Day Training.

STATEMENT OF ASSETS, LIABILITIES AND FUND BALANCES
AS OF SEPTEMBER 30, 2023

ASSETS	GENERAL FUND	CUSTODIAL FUND
CURRENT ASSETS		
Petty cash	\$300.00	
Checking	52,914,221.07	\$102,183.52
Savings	33,058.27	
Money market	0.00	
Payroll	355,335.23	
Donations	210,409.30	
Unemployment	838,829.20	
Certificate of deposit	0.00	
	-----	-----
Total current assets	54,352,153.07	102,183.52
	-----	-----
RECEIVABLES		
State claim	96,632,455.00	
Client support revenue	33,175.89	5,068.76
Due from State - prior years	14,691,227.90	
Due from ICF - ICF Supplemental Services	4,777,099.53	
	-----	-----
Total receivables	116,133,958.32	5,068.76
	-----	-----
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	\$171,146,471.99	\$107,252.28
	=====	=====
LIABILITIES AND FUND BALANCES		
LIABILITIES		
Accounts payable	\$32,709,030.76	\$33,175.89
Due to State - ICF Supplemental Services	0.00	
Loans payable	0.00	
Cash advance	137,389,886.47	
Unemployment insurance	837,145.46	
	-----	-----
Total liabilities	170,936,062.69	33,175.89
	-----	-----
FUND BALANCES		
General		
Donations	210,409.30	
Custodial		74,076.39
	-----	-----
TOTAL LIABILITIES AND FUND BALANCES	\$171,146,471.99	\$107,252.28
	=====	=====

REGIONAL CENTER OF ORANGE COUNTY
BRIAN'S FUND
SEPTEMBER 30, 2023

Beginning Balance		\$215,051.86
Donations	\$0.00	
Loan Payments	185.00	
Interest	10.11	
Disbursements:		
Co-Pay (Closed Fiscal Year)	-\$569.70	
Security Deposit	-800.00	
Rent and Electricity	-1,567.97	
Taxes and Fees	<u>-1,900.00</u>	
Subtotal Disbursements	<u>-4,837.67</u>	
Net Increase (Decrease)		<u>-4,642.56</u>
Ending Balance		<u><u>\$210,409.30</u></u>

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

ACTION X
ACTION/CONSENT
DISCUSSION
INFO ONLY

DATE: November 2, 2023

TO: Board of Directors

FROM: Budget and Finance Committee

SUBJECT: **Approval of Budget Amendment D-3, Fiscal Year 2022-23**

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., D-1, D-2, etc.

REASON FOR CURRENT ITEM:

The Department of Developmental Services (DDS) will reduce its allocation for Operations.

FISCAL IMPACT:

Operations (\$528,602)

RECOMMENDATION:

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

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 80 PAGES

AGREEMENT NUMBER

HD199014D

AMENDMENT NUMBER

3

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

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:

\$715,585,116.00

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. Replaced by this amendment is Exhibit A--Regional Center Contract Language Fiscal Year 2022-2023, in its entirety, which is attached hereto and made part of this contract.

b. This amendment replaces in its entirety Exhibit A of Regional Center Contract Language Fiscal Year 2022-2023--Contract Budget Summary, D-2, with the Exhibit A of Regional Center Contract Language Fiscal Year 2022-2023--Contract Budget Summary, D-3, attached hereto.

c. This amendment decreases the total contract dollar amount by \$528,602.00 New total contract dollar amount not to exceed \$715,585,116.00.

Fiscal Year funds identified above may not be used for any other fiscal year than the fiscal year specified unless authorized by the Department to do so.

All other terms and conditions shall remain the same.

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

CONTRACTOR

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

Regional Center of Orange County

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)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 80 PAGESAGREEMENT NUMBER
HD199014DAMENDMENT NUMBER
3

Purchasing Authority Number

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Developmental Services

CONTRACTING AGENCY ADDRESS

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

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Greg Trahey

TITLE

Contracts Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FY 2022-23 Through D-3 Contract Budget Summary
Exhibit A, Claimable Categories by Program (Ops, POS, EIP, FRS)

Contracting Agency: Regional Center of Orange County, Inc.

Contract Number
HD199014

TOTAL OPERATIONS (Ops) which include the line items listed below:	\$65,519,807
Less Separately Claimed Items:	-\$1,802,919
Total Ops Regular Monthly Claim Authority:	\$63,716,888
<i>In accordance with State Contract language under Article III: Fiscal Provisions Item #4 Payment Provisions, paragraph 3, the following Operation category expenditures must be claimed on a separate invoice:</i>	
Mental Health Services Fund	0
Total HCBSW ARPA Ops	1,565,691
Language Access and Cultural Competency	906,592
Community Integration Child Adolescent (aka Soc Rec Grants)	659,099
Total Foster Grandparent Sr Companion Program ⁶⁶	0
FGP & Sr. Companion, Total General State Funds ⁶⁷	0
FGP, General State Fund, Support	0
FGP, General State Fund, Volunteer	0
Sr Compan, General State Fund, Support	0
Sr Compan, General State Fund, Volunteer	0
FGP, Total Federal ⁶⁸	0
FGP, Federal Support	0
FGP, Federal Volunteer	0
FGP, Federal Stipend	0
Total Regular Community Placement Plan (CPP) and Community Resource Development Plan (CRDP) Ops	0
DC Closure/Ongoing Workload	237,228
Service Access & Equity (SAE) Grant Disparities	0

TOTAL PURCHASE OF SERVICES (POS) which include the line items listed below:	\$649,796,010
Less Separately Claimed Items	-\$4,449,117
Total POS Regular Monthly Claim Authority	\$645,346,893
<i>In accordance with State Contract language under Article III: Fiscal Provisions Item #4 Payment Provisions, paragraph 3, the following Purchase of Service category expenditures must be claimed on a separate invoice:</i>	
Total Community Placement Plan (CPP) and Community Resource Development Plan (CRDP) POS	2,785,749
CPP/CRDP Start-Up	2,685,749
Regular CPP Assessment	0
Regular CPP Placement	100,000
Early Intervention Program (Part C Grant for POS) ⁶⁹	727,365
HCBSW Compliance	936,003
Total Promoting Workforce Stability POS	0
Training Stipends	0
Internships	0
Initiative Pilot Remote Tech Solutions	0

Early Intervention Program (Part C Grant for EIP, Other Agency, FRC) ⁶⁹	140,397
Early Intervention Program, Family Resource Centers Network	140,397

Total Family Resource Services (FRS)	128,902
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TOTAL BUDGET	\$715,585,116
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⁶⁶ Senior Companion (GF) Program Title: Senior Companion Program, CFDA # 94.016, Award No.19SCPCA002, Performance Period 07/01/19-06/30/22 for the three year grant.

⁶⁷ FGP: Program Title: Foster Grandparent Program, CFDA Number: 94.011, Award No.19SFPCA002, Performance Period 07/01/19-06/30/22 for the three year grant.

⁶⁹ Part C: CFDA Title: Infant and Toddler/Families (Part C) Program Title: Special Education-Grants for Infants and Families with Disabilities;

CFDA Number: 84.181A, Award No: H181A220037, Federal Agency Name: Office of Special Education and Rehabilitative Services, United States Department of Education
Percent of Part C to Total Contract Funding: 0.10%

Since Grant Award Notification will occur after the execution of this contract and changes are limited to the Federal Award Number and calendar year awarded, updated Grant Award Notification will be maintained in DDS' contract file and incorporated by reference. A copy of the current Grant Award Notification shall be sent to Contractor as it is made available to DDS.

PDF Footnote Please note no separate billing is necessary for PDF, this account is used to fund the CPP Start-Up Claims.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

ACTION X
ACTION/CONSENT
DISCUSSION
INFO ONLY

DATE: November 2, 2023

TO: Board of Directors

FROM: Budget and Finance Committee

SUBJECT: **Approval of CalPERS Requirement for a Publicly Available Pay Schedule Effective December 25, 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 May 15, 2023

REASON FOR CURRENT ITEM:

The attached salary schedule reflects a 3.23% increase in most salary ranges. This increase is the same as the 3.23% increase in California minimum wage from \$15.50 to \$16.00 per hour effective January 1, 2024, which increases the minimum exempt salary from \$64,480 to \$66,560.

In addition, RCOC's salary range for the position of Physician is lower than other Southern California regional centers. RCOC is increasing the maximum salary range for Physicians by 12%. RCOC will give Physicians a total increase of 6%, which includes the 3.23% minimum wage increase, to make them competitive with County of Orange physicians. Due to the compression created by the increase in the Physician salary range, RCOC is increasing the Executive Director maximum salary range by 12%. The Board determines the Executive Director's salary.

FISCAL IMPACT:

In fiscal year 2023-24.....approximately \$662,924 plus benefits

RECOMMENDATION:

That the Board approve the salary schedule for RCOC's employees effective December 25, 2023.

Agenda Item III.D.-2.d.

		Minimum	Midpoint	Maximum	Comments	Increase in Range	
						Minimum	Maximum
EXECUTIVE DIRECTOR	HR	107.74	125.67	143.61		3.23%	12.00%
	BW	8,618.93	10,053.86	11,488.78			
	MO	18,674.35	21,783.35	24,892.36			
	YR	224,092.16	261,400.24	298,708.32			
MEDICAL DIRECTOR PHYSICIAN	HR	74.73	101.22	127.72		3.23%	12.00%
	BW	5,978.66	8,097.99	10,217.32			
	MO	12,953.77	17,545.65	22,137.53			
	YR	155,445.22	210,547.81	265,650.39			
CHIEF FINANCIAL OFFICER GENERAL COUNSEL	HR	74.73	91.53	108.34		3.23%	3.23%
	BW	5,978.66	7,322.77	8,666.88			
	MO	12,953.77	15,866.00	18,778.23			
	YR	155,445.22	190,391.99	225,338.76			
CONSULTING PHARMACIST DIRECTOR: Case Management, Community Services, Clinical, Finance, HR, IT Services and Supports	HR	63.52	74.82	86.13		3.23%	3.23%
	BW	5,081.71	5,985.99	6,890.28			
	MO	11,010.37	12,969.65	14,928.94			
	YR	132,124.47	155,635.85	179,147.23			
MANAGER, AREA ASSOCIATE DIRECTOR: Finance, Housing, IT, Risk Management	HR	47.63	58.69	69.75		3.23%	3.23%
	BW	3,810.36	4,695.25	5,580.13			
	MO	8,255.78	10,173.03	12,090.29			
	YR	99,069.30	122,076.40	145,083.50			
PSYCHOLOGIST MANAGER: Nursing	HR	44.34	54.63	64.93		3.23%	3.23%
	BW	3,547.17	4,370.77	5,194.36			
	MO	7,685.54	9,470.00	11,254.46			
	YR	92,226.53	113,640.00	135,053.46			
THERAPIST: Occupational, Physical Speech NURSE CONSULTANT	HR	44.34	52.23	60.12		3.23%	3.23%
	BW	3,547.17	4,178.39	4,809.60			
	MO	7,685.54	9,053.17	10,420.79			
	YR	92,226.53	108,638.02	125,049.50			
CHIEF COUNSELOR, ADMINISTRATOR MANAGER: Custodian of Records, Employment Fair Hearings, HR, Network, Risk, Safety Net	HR	38.58	46.46	54.35		3.23%	3.23%
	BW	3,086.04	3,717.19	4,348.35			
	MO	6,686.42	8,053.92	9,421.42			
	YR	80,236.99	96,646.99	113,056.99			
CLERK TO THE BOARD, MANAGER: Family Support/Comm. Outreach COORDINATOR: PCT, Self-Determination SPECIALIST: Federal Programs and Benefits	HR	40.15	46.72	53.29		3.23%	3.23%
	BW	3,212.09	3,737.47	4,262.86			
	MO	6,959.52	8,097.86	9,236.19			
	YR	83,514.23	97,174.26	110,834.30			
BCBA Masters	HR	37.98	42.68	47.37		3.23%	3.23%
	BW	3,038.19	3,414.08	3,789.97			
	MO	6,582.74	7,397.17	8,211.60			
	YR	78,992.93	88,766.09	98,539.26			
AREA and QA SUPERVISOR, RESOURCE GROUP LEADER, TRAINING COORDINATOR PROGRAMMER ANALYST, MANAGER Accounting and IT, ASST. MAN. Fair Hearings	HR	34.07	42.90	51.74		3.23%	3.23%
	BW	2,725.27	3,432.27	4,139.27			
	MO	5,904.76	7,436.58	8,968.41			
	YR	70,857.07	89,239.01	107,620.96			
COORDINATOR: Lead Service Federal Programs and Benefits Deaf and Hard of Hearing Coordinator	HR	33.03	39.95	46.97		3.23%	3.23%
	BW	2,642.69	3,195.97	3,757.67			
	MO	5,725.82	6,924.59	8,141.61			
	YR	68,709.89	83,095.14	97,699.35			
SERVICE COORDINATOR, HCBS COOR. ACCOUNTANT, ACCOUNTING SUP. CULTURAL SPECIALIST/COMM. OUT. EXECUTIVE LIAISON; HR SPECIALIST	HR	32.00	37.16	42.32	Minimum exempt salary will increase from \$64,480 to \$66,560 effective 1/1/2024	3.23%	3.23%
	BW	2,560.00	2,972.99	3,385.98			
	MO	5,546.67	6,441.48	7,336.30			
	YR	66,560.00	77,297.80	88,035.61			
ASSOCIATE PROGRAMMER ANALYST COORDINATOR: Emergency, IT, Quality Assurance, Systems	HR	26.69	32.17	37.64		3.23%	3.23%
	BW	2,135.42	2,573.39	3,011.36			
	MO	4,626.74	5,575.67	6,524.61			
	YR	55,520.89	66,908.09	78,295.29			
COORDINATOR: Fiscal, SIR, Vendor SPECIALIST: HRG, Intake Community Navigator, PEER ADVOCATE	HR	25.54	28.25	30.96		3.23%	3.23%
	BW	2,043.15	2,259.99	2,476.84			
	MO	4,426.82	4,896.65	5,366.48			
	YR	53,121.85	58,759.79	64,397.73			
COORDINATOR: Community Resources, Fair Hearing, Imaging, Operations, Payables Support Services SPECIALIST: IT	HR	23.76	25.76	27.76		3.23%	3.23%
	BW	1,900.96	2,060.98	2,221.00			
	MO	4,118.76	4,465.46	4,812.16			
	YR	49,425.07	53,585.50	57,745.93			
TECHNICIAN: Accounting, Area, IT, Intake Scanning, Technical Assistant, Receptionist Account Clerk	HR	19.56	22.37	25.19		3.23%	3.23%
	BW	1,564.62	1,789.78	2,014.95			
	MO	3,390.01	3,877.86	4,365.72			
	YR	40,680.13	46,534.36	52,388.59			
OFFICE AIDE	HR	16.00	16.57	17.14	Minimum hourly wage will increase from \$15.50 to \$16.00 effective 1/1/2024	3.23%	3.23%
	BW	1,280.00	1,325.70	1,371.40			
	MO	2,773.33	2,872.35	2,971.37			
	YR	33,280.00	34,468.25	35,656.49			

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: November 2, 2023
TO: RCOC Board of Directors
FROM: Larry Landauer, Executive Director

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: **[REVISED] Approval of Amendment to Property Acquisition Agreement with Non-Profit Housing Corporation, Brilliant Corners, for the Development of an Enhanced Behavioral Supports Home (CRDP Project No. 2223-3)**

BACKGROUND:

The Department of Developmental Services (DDS) made an allocation to RCOC’s Community Resource Development Plan (CRDP) for the development of an Enhanced Behavioral Supports Home (EBSH) to serve individuals who currently reside in a restrictive setting, such as a psychiatric hospital, crisis facility, or locked facility, or who are at risk of being placed in a restrictive setting. The Board previously approved a property acquisition agreement for \$350,000 with non-profit housing corporation Brilliant Corners on June 1, 2023. Brilliant Corners has identified a property in Garden Grove and is currently in escrow.

REASON FOR CURRENT ITEM:

DDS has approved an additional \$209,700 in CRDP funding for acquisition costs.

FISCAL IMPACT:

DDS will allocate an additional \$209,700 in RCOC’s CRDP, for a total of \$559,700 for acquisition costs.

RECOMMENDATION:

That the Board approve the Amendment to the Property Acquisition Agreement as presented.

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

This Amendment No. 1 to Agreement (Amendment) is entered into and effective this ____ day of November, 2023, by and between the Regional Center of Orange County, a California nonprofit corporation, hereinafter referred to as “RCOC,” and Brilliant Corners, a California nonprofit corporation, hereinafter referred to as “NPO.”

RECITALS

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

B. WHEREAS, the Department of Developmental Services (DDS) subsequently approved an increase in the CRDP funds allocated for acquisition costs from \$350,000 to \$559,700; and

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

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

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

“9. **MAXIMUM PAYMENT OBLIGATION.** The “Maximum Payment Obligation” of RCOC to NPO under this Agreement shall be Five Hundred Fifty Nine Thousand Seven Hundred Dollars (\$559,700) (“CRDP Funds”).

a. The Maximum Payment Obligation shall apply to all Work. It is anticipated that the costs associated with completion of the Work will exceed \$559,700, and NPO shall be solely responsible for the payment of said additional costs. If it is determined that the costs associated with the Work is less than \$559,700, the Maximum Payment Obligation shall be deemed to be that lower amount. In the event that the Maximum Payment Obligation is less than \$559,700, RCOC shall retain the remaining CRDP Funds to be returned to DDS.

- i. Renovation Funding. RCOC and NPO anticipate some renovation to the Property may be necessary in order for the Property to be used for an EBSH. Renovation funding, if any, provided by RCOC for renovation costs will be negotiated as part of a separate agreement and is not provided for under this Agreement nor guaranteed. In the event that RCOC and NPO are unable to reach an agreement regarding funding for renovation costs, NPO shall be solely responsible for any and all costs associated with any and all renovations necessary in order for the Property to be used for a EBSH.
 - ii. Financing. Subject to DDS approval, NPO shall be permitted to obtain funding for additional costs associated with acquisition of the Property above the Maximum Payment Obligation through a lender ("Senior Lender").
 1. Under no circumstances shall CRDP Funds and the Senior Lender loan be utilized for the same cost or expense.
 2. NPO shall obtain and provide to RCOC an executed Agreement to Provide Notice and Cure Rights from the Senior Lender in the form attached hereto as Appendix "G" to Exhibit "B" no later than the close of escrow.
 3. Any Senior Lender loan on the Property shall not exceed a 24-year term, and shall not include adjustable rate or balloon payment loan options.
 4. NPO shall provide a minimum down payment amount of 20% of the purchase price of the Property.”
2. Except as set forth above, all provisions of the Agreement shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

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

REGIONAL CENTER OF ORANGE COUNTY

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

BRILLIANT CORNERS

Name/Title: _____

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: November 2, 2023
TO: RCOC Board of Directors
FROM: Larry Landauer, Executive Director

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: **[REVISED] Approval of Amendment to Property Renovation Agreement with Non-Profit Housing Corporation, Brilliant Corners, for the Development of an Enhanced Behavioral Supports Home (CRDP Project No. 2223-3)**

BACKGROUND:

The Department of Developmental Services (DDS) made an allocation to RCOC’s Community Resource Development Plan (CRDP) for the development of an Enhanced Behavioral Supports Home (EBSH) to serve individuals who currently reside in a restrictive setting, such as a psychiatric hospital, crisis facility, or locked facility, or who are at risk of being placed in a restrictive setting. The Board previously approved a property renovation agreement for \$400,000 with non-profit housing corporation Brilliant Corners on June 1, 2023. Brilliant Corners is currently in escrow on a property in Garden Grove. Additional funding is needed to complete the extensive renovations the home requires, including significant concrete work for off-street parking, reframing within the home, upgrading the electrical system, and installing a new HVAC system.

REASON FOR CURRENT ITEM:

DDS has approved an additional \$214,341 in CRDP funding for renovation costs.

FISCAL IMPACT:

DDS will allocate an additional \$214,341 in RCOC’s CRDP, for a total of \$614,341 for renovation costs.

RECOMMENDATION:

That the Board approve the Amendment to the Property Renovation Agreement as presented.

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

This Amendment No. 1 to Agreement (Amendment) is entered into and effective this ____ day of November, 2023, by and between the Regional Center of Orange County, a California nonprofit corporation, hereinafter referred to as “RCOC,” and Brilliant Corners, a California nonprofit corporation, hereinafter referred to as “NPO.”

RECITALS

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

B. WHEREAS, the Department of Developmental Services (DDS) subsequently approved an increase in the CRDP funds allocated for renovation costs from \$400,000 to \$614,341; and

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

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

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

“9. **MAXIMUM PAYMENT OBLIGATION.** The “Maximum Payment Obligation” of RCOC to NPO under this Agreement shall be Six Hundred Fourteen Thousand Three Hundred Forty One Dollars (\$614,341) (“CRDP Funds”).

a. The Maximum Payment Obligation shall apply to all Work. It is anticipated that the costs associated with completion of the Work may exceed the Maximum Payment Obligation, and NPO shall be solely responsible for the payment of said additional costs. If it is determined that the costs associated with the Work is less than \$614,341, the Maximum Payment Obligation shall be deemed to be that lower amount. In the event that the Maximum Payment Obligation is less than \$614,341, RCOC shall retain the remaining CRDP Funds to be returned to DDS.”

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

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

REGIONAL CENTER OF ORANGE COUNTY

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

BRILLIANT CORNERS

Name/Title: _____

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: November 2, 2023
TO: RCOC Board of Directors
FROM: Larry Landauer, Executive Director

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: **Approval of Agreement with Goodwill Industries of Orange County for Home and Community-Based Services Funding**

BACKGROUND:

The Centers for Medicare & Medicaid Services (CMS) issued final regulations, or rules, for Home and Community-Based Services (HCBS Final Rule) in January 2014. The rules require that HCBS programs funded through Medicaid – called Medi-Cal in California – provide people with disabilities full access to the benefits of community living and offer services and supports in settings that are integrated in the community. This could include opportunities to seek employment in competitive and integrated settings, control personal resources, and engage in the community to the same degree as individuals who do not receive regional center services. The HCBS Final Rule focuses on the nature and quality of individuals’ experiences and not just the buildings where the services are delivered.

DDS allocated \$936,003 in HCBS funds for RCOC to use to assist service providers in complying with the HCBS Final Rule, and to support broader work in each community that promotes and sustains ongoing compliance. RCOC was required to develop a plan for use of the HCBS funds with input from the community. RCOC’s plan was submitted to DDS and approved.

REASON FOR CURRENT ITEM:

Part of RCOC’s approved plan for use of the allocated HCBS funding is to fund an employment pilot project with Goodwill Industries of Orange County. The pilot project will serve individuals with significant needs who currently or previously worked in a setting where they earned sub-minimum wage. The pilot project will include highly qualified and trained Skills Trainers, a Supervisor, and a Job Developer. The expected outcome is for the selected participants to achieve competitive integrated employment by the end of the pilot project.

FISCAL IMPACT:

DDS has allocated \$936,003 in HCBS funding to RCOC, of which \$600,000.03 has been approved by DDS to be utilized for this employment pilot project.

RECOMMENDATION:

That the Board approve the Agreement with Goodwill Industries of Orange County for Home and Community-Based Services Funding as presented.

AGREEMENT
BY AND BETWEEN
REGIONAL CENTER OF ORANGE COUNTY
AND
GOODWILL INDUSTRIES OF ORANGE COUNTY
FOR HOME AND COMMUNITY-BASED SERVICES PROVIDER FUNDING

This **AGREEMENT** (“Agreement”) is entered into and effective this 30th day of June, 2023 (“Date of Agreement”), by and between the **REGIONAL CENTER OF ORANGE COUNTY**, a California non-profit corporation located at 1525 N. Tustin Avenue, Santa Ana, California, hereinafter referred to as “RCOC,” and **GOODWILL INDUSTRIES OF ORANGE COUNTY**, a California non-profit corporation located at 1221 East Dyer Road, Suite 105, Santa Ana, CA, hereinafter referred to as “PROVIDER”. This Agreement shall be administered by the Director of Community Services for RCOC or his/her authorized designee (hereinafter referred to as the “Project Manager”).

RECITALS

A. WHEREAS, in January 2014, the federal Centers for Medicare & Medicaid Services issued final regulations, or rules, for Home and Community-Based Services (HCBS Final Rule).

B. WHEREAS, the California Department of Developmental Services (DDS) has allocated funds to assist providers in complying with the HCBS Final Rule and to support broader work in the community that promotes and sustains ongoing compliance (HCBS Funds).

C. WHEREAS, PROVIDER desires to develop and implement an employment pilot project for persons served with significant needs who currently or previously worked in a setting where they earned sub-minimum wage to transition to competitive integrated employment (Pilot Project).

D. WHEREAS, RCOC submitted, and DDS approved, a plan to utilize \$600,000.03 in HCBS Funds to assist PROVIDER in developing and implementing the Pilot Project.

E. WHEREAS, PROVIDER has submitted a Funding Proposal to RCOC for the Pilot Project in accordance with the approved funding allocation and limitations by DDS, which details all services, tasks, deliverables, activities, performance timeframes, and budgets PROVIDER will perform and adhere to under this Agreement. PROVIDER’s Funding Proposal is attached hereto as the Scope of Work, Exhibit A.

F. WHEREAS, RCOC desires to engage PROVIDER, and PROVIDER desires to accept the engagement, to develop and implement the Pilot Project on the terms and conditions set forth in this Agreement and in the Scope of Work, Exhibit A.

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

1. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the Date of Agreement and terminate on June 30, 2025, unless earlier terminated pursuant to the provisions of Paragraph 15 of this Agreement.

2. **ALTERATION OF TERMS.** This Agreement, together with the Scope of Work, Exhibit A, which is attached to this Agreement and fully incorporated by this reference, expresses all understanding of the parties with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties, except as otherwise expressly provided in this Paragraph 2. No amendment, addition to, or alteration of the terms of this Agreement, whether written or oral, shall be valid unless the amendment is made in writing and formally approved and executed by both parties, except as provided in this Paragraph 2 in this Agreement.

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

3. **RESPONSIBILITIES OF PROVIDER.**

a. In compliance with all terms and conditions of this Agreement, PROVIDER agrees to provide and perform the services in accordance with the activities, tasks, deliverables, performance timeframes, and budgets as set forth in the Scope of Work (hereinafter referred to as the "Scope of Services," or "Services").

b. The Agreement between the parties shall consist of the following: (1) this Agreement; and (2) the Scope of Work, Exhibit A, which shall all be referred to collectively hereinafter as the "Agreement Documents." All provisions of the Agreement Documents shall be binding on the parties. Should any conflict or inconsistency exist in the Agreement Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms of this Agreement; and (2nd) the Scope of Work, Exhibit A.

4. **STATUS OF PROVIDER.** PROVIDER is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the Services required of it by the terms of this Agreement. Nothing in this Agreement shall be construed as creating the relationship of employer and employee or principal and agent between RCOC and PROVIDER or any of PROVIDER's agents or employees. PROVIDER knowingly, voluntarily, and expressly assumes exclusively the responsibility for the acts of its employees or agents as they relate to the Services to be provided during the course and scope of their employment, whether the employee(s) are compensated through the funds received by PROVIDER through this Agreement, or otherwise related directly or indirectly to the performance

of Services under this Agreement. PROVIDER, its elected or appointed officials, officers, agents, employees, and Subcontractors shall not, in any respect whatsoever, be entitled to any rights or privileges of RCOC employees and shall not be considered in any manner to be RCOC employees. RCOC shall neither have nor exercise any control or direction over the methods by which PROVIDER shall perform its obligations under this Agreement. RCOC shall not be responsible or liable for the acts or failure to act, whether intentional or negligent, of any employee, agent, or volunteer of PROVIDER. PROVIDER shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters. PROVIDER shall indemnify and hold harmless RCOC from any liability, damages, costs, and expenses of any nature arising from alleged violations of personnel practices and employment laws.

5. **DELEGATION AND ASSIGNMENT.** PROVIDER shall not delegate or assign or otherwise transfer its duties, nor assign its rights under this Agreement, either in whole or in part, without the prior written consent of Project Manager. The request must be in writing with a full explanation for the request. Any consent granted by Project Manager may be conditioned upon and subject to certain actions by PROVIDER as determined by Project Manager. Any attempted assignment or delegation in derogation of this Paragraph 5 shall be deemed void and shall constitute a Default pursuant to Paragraph 16 of this Agreement.

6. **SUBCONTRACTS.** Except to the extent expressly provided for in the Scope of Work, Exhibit A, or as approved by Project Manager, PROVIDER shall not enter into a subcontract, consulting agreement, or an agreement for professional services (each and all referred to as a "Subcontract") for the provision of services or performance of tasks included within the scope of the Services required by this Agreement without the prior written consent of Project Manager. Any Subcontracts approved by Project Manager shall not alter in any way any legal responsibility or performance obligation of PROVIDER to RCOC to perform or cause performance of the Services required under this Agreement. Project Manager may require PROVIDER to submit a true copy of any permitted Subcontract. All records related to each Subcontract, if any, are subject to examination and audit by Project Manager or his or her designee and must be retained for a period of (i) five (5) years after the date of final disbursement of funds under this Agreement or (ii) five (5) years after any pending audit is completed, whichever occurs later.

7. **GENERAL INDEMNIFICATION.** PROVIDER agrees to and shall indemnify, defend with counsel approved in writing by RCOC, hold harmless RCOC, its officers, agents, and employees from and against all liability, claims, losses, demands, injuries to or death of any person or persons, or damages to property, including but not limited to property of directors, officers, employees, or agents of RCOC (together, "Claims"), including defense costs, resulting from court action or in any manner arising out of, pertaining to, related to, or incident to any intentional, malicious, negligent acts, inactions, errors, or omissions of PROVIDER, its officers, employees, agents, or Subcontractors in the performance of this Agreement. PROVIDER's obligations set forth in this Section 7 shall survive termination of this Agreement.

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

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

a. Evidence of Coverage. Prior to commencement of any Services under this Agreement, PROVIDER shall provide on an insurance industry approved form a Certificate of Insurance certifying that coverage as required in this Paragraph 8 has been obtained and remains in force for the period required by this Agreement. In addition, PROVIDER shall produce a certified copy of the policy or policies to RCOC upon request. Each policy shall meet the following requirements:

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

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

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

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

iv. Termination of Insurance. If insurance is terminated for any reason, PROVIDER agrees to purchase an extended reporting provision of at least two (2) years to report

Claims arising from work performed, or any action or any inaction in connection with this Agreement.

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

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

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

(3) Admitted in the State of California.

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

vii. Subcontractor Insurance Requirements. Should any of the Services under this Agreement be provided by a Subcontractor, PROVIDER shall require each Subcontractor (of any tier) to provide the coverages specified in this Paragraph 8, or PROVIDER may insure any Subcontractor under its own policies.

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

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

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

(1) The coverage shall include:

(a) Premises and Operations

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

(c) Personal Injury Liability.

(d) Property damage.

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

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

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

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

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

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

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

e. Withhold Payment for Lack of Required Coverage. RCOC reserves the right to withhold payments to PROVIDER in the event of material noncompliance with the applicable insurance requirements outlined in this Paragraph 8.

f. Remedies for Failure to Provide or Maintain Required Insurance or Endorsements. In addition to any other remedies RCOC may have if PROVIDER (or any Subcontractor) fails to

provide or maintain any insurance required by this Paragraph 8 to the extent and within the time required by this Agreement, RCOC may, at its sole option:

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

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

iii. Immediately and without further cause terminate this Agreement.

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

h. Modification of Insurance Requirements. RCOC may modify the insurance requirements set forth above if at any time during the term of this Agreement RCOC determines, in its sole discretion, that additional coverage is necessary to protect RCOC's and DDS's interests. If RCOC elects to modify the insurance requirements set forth above, PROVIDER's failure to comply with the modified insurance requirements shall constitute a Default pursuant to Paragraph 16 of this Agreement.

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

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

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

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

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

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

i. Failure to Obtain or Maintain Licenses. PROVIDER shall notify Project Manager immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any appeal, any required permits, licenses, approvals, certificates, waivers and exemptions. The inability shall constitute a Default pursuant to Paragraph 16 of this Agreement..

10. **MAXIMUM PAYMENT OBLIGATION.** The maximum payment obligation of RCOC to PROVIDER under this Agreement shall be Six Hundred Thousand Dollars and Three Cents (\$600,000.03) ("Maximum Payment Obligation").

a. Payment. RCOC will remit payment to PROVIDER within thirty (30) days of PROVIDER's submission of an invoice in a form approved by RCOC and complete backup documentation approved by RCOC for costs consistent with the budget set forth in Exhibit A. Acceptable backup documentation for approved staff positions includes, but is not limited to the following: posting for position(s), acceptance letter signed and dated by person(s) accepting the position, copy of PROVIDER's current workers' compensation policy, paycheck stubs covering invoice period, and payroll summary covering invoice period. Acceptable backup documentation for approved purchases of items or services (such as vehicles or training), may include, but is not limited to the following: copy of invoice for purchase, copy of processed check for purchase of same, copy of vehicle title/pink slip (as appropriate), and copy of contract between PROVIDER and contracted trainer (as appropriate). Failure to provide acceptable backup documentation may delay payment to PROVIDER. All invoices must be received by RCOC no later than February 28, 2025; RCOC shall have no obligation to pay invoices submitted after that date.

11. **DISPUTES.**

a. Except as otherwise provided by law, regulation, or in this Agreement, when a dispute arises between PROVIDER and RCOC, the parties shall meet to resolve the issue. If the parties do not reach a resolution, the dispute will be decided by the Project Manager, who shall reduce the

decision to writing and mail or otherwise furnish a copy thereof to PROVIDER. The decision of the Project Manager shall be the final and conclusive administrative decision.

b. Pending final decision of a dispute hereunder, PROVIDER shall proceed diligently with the performance of this Agreement and in accordance with the decision of Project Manager. Nothing in this Agreement, however, shall be construed as making final the decision of any RCOC official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of California.

12. RECORDS.

a. Maintain Complete Books and Records. In addition to any statutory and regulatory requirements regarding recordkeeping, PROVIDER shall keep books and records as shall be necessary relating to the Services so as to enable RCOC to evaluate performance under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with Generally Accepted Accounting Principles (GAAP). Project Manager, RCOC and their staff, legal counsel, and other RCOC consultants (as approved by Project Manager) shall have full and free access to all books and records of PROVIDER (and any Subcontractor), pertinent to this Agreement, at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from the records. All records shall be retained by PROVIDER for a minimum of five (5) years from the date of payment on the final invoice submitted by PROVIDER to RCOC under this Agreement or five (5) years after all pending audits are completed, whichever is later.

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

b. Inspection and Access to Records. Without limiting any rights to access which RCOC may have irrespective of this Agreement, and in addition to the requirements of Section 13.a. below, Project Manager and any authorized RCOC representatives shall have access to PROVIDER's records for the purpose of monitoring performance and provision of the Services pursuant to this Agreement. PROVIDER shall make available its records within the borders of Orange County within five (5) days after receipt of written demand by Project Manager or his/her designee. In the event PROVIDER does not make available its records within the borders of Orange County, PROVIDER agrees to pay all necessary and reasonable direct and indirect expenses incurred by RCOC or RCOC's designee necessary to obtain PROVIDER's records.

c. Reports. PROVIDER shall submit a written progress report to Project Manager on at least a quarterly basis and upon any additional request(s) by the Project Manager, which report shall address the objectives and timelines identified in the Scope of Work, shall describe the Services performed, progress toward the objective of the Agreement, difficulties encountered during the reporting period and any remedial/corrective action taken, and project

implementation including progress related to key milestones and progress toward compliance with HBCS requirements.

13. AUDIT.

a. PROVIDER's records maintained in accordance with Section 12 above shall be open for audit by RCOC, DDS, and any authorized agency representative for a minimum period of five (5) years from the date of the final payment for the State fiscal year.

b. PROVIDER agrees to utilize and be bound by Title 17, California Code of Regulations, Sections 50700 et seq. should PROVIDER elect to appeal any audit findings and/or recommendations.

c. PROVIDER agrees to accept financial liability for any audit findings and/or recommendations disclosed by audit and promptly repay amounts owed unless appealed and liquidation is stayed pursuant to Title 17, California Code of Regulations, Section 50705.

14. NOTICES.

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

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

PROVIDER: Goodwill Industries of Orange County
1221 East Dyer Road, Suite 105
Santa Ana, CA 92705
Attn: Rick Adams

All notices shall be deemed effective when in writing and personally delivered or deposited in the United States mail, express, priority or first class, postage prepaid and addressed as above. Project Manager and PROVIDER may mutually agree in writing to change the addresses to which notices are sent.

15. RIGHTS OF TERMINATION.

a. **Termination for Convenience Prior to Expiration of Term.** RCOC may terminate this Agreement for its convenience at any time upon fifteen (15) days' written notice to PROVIDER. Upon receipt of a notice of termination for convenience, PROVIDER shall immediately cease performance under this Agreement, including all Services, except the Services that may be specifically approved by Project Manager. PROVIDER shall be entitled to compensation for that part of the Services rendered prior to receipt of the notice of termination and for the part of the Services authorized by Project Manager after the notice in accordance with the

project budget in the Scope of Work, Exhibit A, or other arrangement for compensation as may be approved by the Project Manager in writing.

b. **Termination for Cause Due to Default of CONTRACTOR.** RCOC reserves the express right to terminate this Agreement for cause due to the default, as defined in Paragraph 16, by PROVIDER in its performance obligations under this Agreement. In the event of termination, PROVIDER shall immediately cease performance and provision of Services as of the date the notice of default is received or deemed received, whichever occurs earlier. RCOC may take over the work and prosecute the same to completion by contract or otherwise. PROVIDER shall be liable to the extent that the total cost for completion of the Services required by this Agreement exceeds the compensation stipulated in this Agreement, provided that RCOC shall use reasonable efforts to mitigate damages. RCOC expressly reserves the right to withhold any outstanding payments to PROVIDER for the purpose of set off or partial payment of the amounts owed RCOC as previously set forth in this Agreement.

16. **DEFAULT.** Failure by PROVIDER to perform and/or comply with any provision, covenant, or condition of this Agreement shall be a default of this Agreement. In the event of default, RCOC may avail itself of any remedies available at law, in equity, or otherwise specified in this Agreement (including immediate termination for cause as set forth in Paragraph 15(b) above).

17. **PURCHASES OF ITEMS OR SERVICES.** If PROVIDER purchases any item or service pursuant to this Agreement, PROVIDER shall submit justification of the cost-effectiveness of the purchase to the Project Manager, including, but not limited to, competitive quotations. The absence of bidding for any purchase must be adequately justified.

18. **GENERAL TERMS AND CONDITIONS.**

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

b. Familiarity with Work. By executing this Agreement and prior to performing or providing any Services under this Agreement, PROVIDER warrants and shall be satisfied that (a) it has thoroughly investigated and considered the Services, (b) it has carefully considered how the Services should be performed, will be implemented, and will be completed, and (c) it fully understands the facilities, difficulties, and restrictions, attending carrying out the performance obligations of this Agreement. Should PROVIDER discover any latent or unknown conditions materially differing from those inherent in the work or as represented by RCOC or the Project Manager, it shall immediately inform RCOC in writing of this fact and shall not proceed except at PROVIDER's risk until written instructions are received from the Project Manager.

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

d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

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

h. Covenant against Discrimination. In the performance of this Agreement, PROVIDER shall not engage in, nor permit any employee or agent to engage in, discrimination in employment of persons or provision of Services or assistance, nor exclude any person from participation in, nor deny any person the benefits of, nor or subject any person to discrimination

under any program or activity funded in whole or in part with RCOC funds on the grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, or sexual orientation, except as permitted by applicable provisions of federal and state law. PROVIDER shall comply with Title II of the Americans with Disabilities Act, (42 U.S.C. §12101 et seq.) as it relates to public accommodations.

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

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

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

l. Confidentiality of Records. PROVIDER shall maintain confidentiality of records in accordance with the law, including the provisions of Welfare and Institutions Code §§4514. PROVIDER and all employees shall respect the confidentiality of all client information they receive.

m. No Broker or Finders' Fee. PROVIDER warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

n. No Use of Funds for Lobbying. PROVIDER shall not expend any monies paid or payable under this Agreement for the purpose of influencing or attempting to influence an officer, member, or employee of RCOC, any member of the State legislature or member of Congress, or any other officer or employee of any public agency or entity, in connection with the awarding of any contract, the making of any contract, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

o. Source of Funding. PROVIDER knowingly and expressly acknowledges and agrees that this Agreement is subject to and contingent upon funds being appropriated to RCOC from DDS. If RCOC is not allocated or does not receive adequate funding for its performance under this Agreement, then RCOC shall be relieved of obligations under this Agreement, or this Agreement shall be amended to conform to the changes in funding allocations, as elected by RCOC.

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

20. **FORCE MAJEURE.** Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

IN WITNESS WHEREOF, RCO and the PROVIDER have entered into this Agreement as of the date first written above.

REGIONAL CENTER OF ORANGE COUNTY

Larry Landauer, Executive Director

PROVIDER

Signature

Name/Title

EXHIBIT A
SCOPE OF WORK

Goodwill of Orange County, CA

Intensive Supported Employment Pilot Project- Competitive Employment for those formerly served in 14c (Subminimum Wage) programs.

A – Program Design and Project Description

The intent of this pilot project is to serve adults with developmental disabilities who identify a desire for paid employment and competitive integrated employment (CIE) in their person centered plan but are not achieving this goal. This can include those who; have either been paid 14c special wages in the past, have experienced difficulty with obtaining or maintaining CIE, are currently served in a day program or Work Activity Program (WAP), or, in the opinion of the planning team, would struggle to obtain/maintain CIE in a traditional supported employment model.

This program will utilize an intensive individual supported employment model including a one-to-one (1:1) non-fading Skills Trainer positions as well as an advanced individual assessment and job placement Business Development. Goodwill of Orange County will employ eight (8) experienced job coaches who will be hired as, or promoted to the position of Skills Trainer. The Skills Trainer minimum qualifications include one year of experience working with people with developmental disabilities and completion of a course on professional job coaching. This course will be a certified course through our local community college and will include modules on professionalism, safety, correct support in a work environment and soft skills. These staff will be paid at a substantially higher rate than the current starting pay for a Goodwill of Orange County Employment Training Specialist (ETS).

There will be eight individuals selected for the opportunities to participant in this pilot. Individuals recommended for this pilot will include those persons served who have a desire to obtain CIE expressed in their PCP, and have either not been successful in a supported employment individual or group model, or when the planning team is confident that a traditional supported employment model would not be the appropriate level of support. Selected individuals will meet with a Goodwill Case manager and complete two assessments for determining work aptitude and desired types of work sectors. Conversations with both the person served as well as input from the planning team will help inform the Goodwill Case Manager of the most desired placement outcomes.

Goodwill staff will assist participants to connecting with employers either through traditional application processes, which the goal of a direct CIE placement. Alternative arrangements such as processing payroll through GIOC or a third party payroll system is not the goal, however, this will be an available option if it may lead to a CIE direct hire placement. After a successful placement, GIOC Skills Trainer will accompany each individual during their workday for the entire shift. The program will encourage natural supports and independent job functioning, with the aspirational goal that the participant may eventually work independently, however, there will be no compulsory fading of the individualized job support. Transportation to and from work will be an available option for individuals

who require that level of support. For individuals who independent transportation, under the direction of the planning team, the program will offer mobility training options.

The selection criteria for this program will only include the person's desire for CIE paid employment outcomes and accompanying difficulty reaching that goal in existing program modalities. This program will not select candidates based on likelihood of success or ease of placement since programs which prioritize individuals based on such attributes are already well represented and highly available. Individuals who elect to in the pilot project will be expected to fully engage work assignments. However, activities outside of CIE such as community integration, peer interaction, recreation and volunteer work will also be available for program time outside of work hours and the participant's direction and in line with their person centered plan. The expected program duration is five days per week for 6 hours per day. Program participants may request reduction in days and hours on a case y case basis.

Background:

The Supported Employment Individual (SEI) Model has been a proven success for some people with disabilities in obtaining Competitive Integrated Employment (CIE). CIE is defined as; a job which offers a rate of pay which is commensurate to other workers in the market region completing similar work, working alongside individuals who are not specifically disabled, and a similar and equal opportunity to advance in the position. The SEI model offers limited long term on the job daily assistance from an on-the-job support person which may begin at 100% on the job coaching but fades to no more than 20% over a relatively short defined period of time.

When the coaching fades, per funding mandate, a certain percentage of individuals may experience difficulty in maintaining their position. This is due to a number of causes which is dependent on both internal and external factors. The internal factors are based on the individual's perspective and would include loneliness, lack of confidence, and an incomplete understanding of the full job assignment prior to coach fading. The external factors correspond to the actual job and worksite and may include factors such as changing job dynamics, multitasking prerequisites, and lack of coworker support (in consideration of both social cohesion and task support).

Some service providers offer a modified version of the SEI model which significantly increases the amount of on the job support. This is done by assigning two or three individuals with disabilities to one coach at the same work site. This type supported employment, often referred to as Group Supported Employment (GSE) has been shown to be more successful with individuals who require more support than the individual model provides in order to be successful. However, there are some drawback to this model as well which is based both on the grouping itself and the lack of individualized support. While working with a group of people with disabilities may improve aspects of social cohesion, it is also less integrated than the individual model and according to some agencies, may not meet the minimum criteria for CIE.

This can also increase complexity for employers to try to ensure that each worker remains in close enough proximity to ensure coaching support which trying to maximize worker independence. Also, while in theory, the GSE model provides more support than the SEI model, each worker still must be able to stay on task and maintain productivity to the employer's expectation without direct supervision during some portions of their workday.

Some Individuals struggle to be successful in either SEI or SEG models and may find themselves losing employment and being placed on waiting lists or being offered non CIE Work Activity Program (WAP) or day programming. However, a much larger cohort is not identified for a supported employment experience at all. More than half of individuals with Developmental disabilities do not graduate from transition into a supported employment placement with a greater majority being assigned to Day Programs, WAPs, and ongoing educational experiences. In the past, subminimum wage program was often an option for a person who was not able to be successful with traditional supported employment models. With the elimination of the subminimum wage provision, a new model is now needed to serve individuals who desire work outcomes and meaningful careers but which offers a higher level of individualized services than traditional supported employment.

B. Input for Persons Served.

All person served in the Intensive Supported Employment pilot must identify their own desire to obtain competitive employment through the person-centered planning process. Once a person has determined that they are interested in CIE employment and that they want to participant in our employment pilot program, each person will be assigned a Skills Trainer who will only be assigned to thir case. The Skills Trainer will assist the participant with a career exploration process which includes completing several assessments which can help determine current skills, aptitude, and job interests. With this information, the Skills Trainer and person served can begin to develop a career pathway plan. At any time, the participant may elect to change pathways or restart the exploration process. When a job placement becomes available, the participant may elect to accept or decline the position which will not affect participation in the program. Additionally, if a job placement becomes unsatisfactory to the person served, they may elect to discontinue the position at any time and continue to be eligible for ongoing services in the pilot program.

C. Budget:

8 Full time equivalent (FTE) *Skills Trainers*. Skills Trainers will provide one to one (1:1) support to each program participant. Their average wage will be \$23.00 per hour. Skills Trainers Fringe benefit cost will be equal to 20% of their salary, \$4.60 per hour. Fridge benefits include health benefits, retirement contribution, unemployment, and other costs customarily associated with employment. Each skills Trainer will receive \$0.35 per hour for reimbursement of cell phone usage (\$60 per month). Total monthly cost per Skills Trainer will be \$4,695.60 assuming a typical 21 day month. Cost for 8 Skills Trainers per month will be \$37,564 assuming a typical 21 day month and \$450,777 for a 252 day program year.

1 FTE Skills Trainer/Skill Trainer II. The Skills Trainer II position will provide additional support and program continuity. Their average wage will be \$25.00 per hour. Skills Trainer II Fringe benefit cost will

be equal to 20% of their salary, \$5.00 per hour. Fringe benefits include health benefits, retirement contribution, unemployment, and other costs customarily associated with employment. The Skills Trainer II will receive \$0.35 per hour for reimbursement of cell phone usage (\$60 per month). Total monthly cost for the Skills Trainer II will be \$5,098.80 assuming a typical 21 day month and \$61,185 for a 252 day program year. The Skills Trainer II will be selected using the same criteria as the Skills Trainer, with an emphasis on experience and competency. Skills Trainer II will act as a substitute during the need for Skills Trainer absences such as sick, vacation, leave, training and personal development days. Skills Trainer II will also visit and learn all job sites in the program so they can effectively support all 8 participants.

25% FTE Program Supervisor. The Program Supervisor will provide administrative supervision to the program, ensuring compliance to wage and hour provisions as well as ensuring that the program operating with high fidelity to the program design. The average wage for the Program Supervisor will be 25% of \$31 per hour (\$7.75). Program Supervisor Fringe benefit cost will be equal to 20% of their salary, \$1.55 per hour. Fringe benefits include health benefits, retirement contribution, unemployment, and other costs customarily associated with employment. Total monthly cost for the Supervisor will be \$937.44 assuming a typical 21 day month and \$18,748 for a 252 day program year.

15% FTE Business Developer. The Business Developer will provide primary interface with employers, including explaining program dynamics, processes, and benefits of employing people with Developmental Disabilities. The wage for the Business Developer will be 15% of \$31 per hour (\$4.65). Program Supervisor Fringe benefit cost will be equal to 20% of their salary, \$1.55 per hour. Fringe benefits include health benefits, retirement contribution, unemployment, and other costs customarily associated with employment. Total monthly cost for the Business Developer will be \$937.44 assuming a typical 21 day month and \$11,249 for a 252 day program year.

Total cost employee costs for the program will be \$541,961 per program year.

Administrative Expense considerations will be calculated at 10% of program cost at \$54,157.

Administrative expenses include Program Management, cost related to Human Resources/Recruiting, risk management and insurance, finance and billing and Housing and Occupancy costs.

Total cost to operate Pilot Project for one year will be \$596,157.41

D. Timeline

This Pilot Program is planned for one year of service for each person served. The program begins with acceptance and selection into the pilot followed by Planning and Assessment phase which is approximately one month. The next phase is Job Development and exploration which is approximately two months. Our aspirational goal is job placement by the start of the 4th month and ongoing on-the-job support thereafter. After approximately six months on the job, the Program Supervisor will send a progress report to the person served and their Regional Center Service Coordinator. At that time, the supervisor will also be requesting a planning team meeting to determine next steps. Next steps could include transferring to a traditional supported employment program, extension of the time in the pilot project, or reassignment to another program or model based on the desire of the person served and with the consultation of the planning team.

E. Measurements

During each phase of the pilot, there will be specific goals to measure the pilot's success.

1. Phase 1, Planning and Assessment (Goals for Phase 1 to be completed within two months after the start of the pilot)
 - a. All participants completed the intake process with the assistance of the Skills Trainer.
 - b. All participants completed a personal skills assessment with the assistance of the skills trainer.
 - c. All participants completed a job preference assessment with the assistance of the skills trainer.
 - d. All participants completed a program plan with the assistance of the skills trainer.
 - e. All participants created or updated a personalized resume with the assistance of the Skills Trainer.

2. Phase 2, Job Development and Exploration (Goals for Phase 2 to be completed within four months after the start of the pilot)
 - a. All participants and Skills Trainers met with the Business Developer to review the individual participant's job preferences.
 - b. The Business Developer provided at least five leads for possible employment for each program participant.
 - c. All participants reviewed options and visited potential employers in the community.
 - d. Each participant applied to at least three employment opportunities.

3. Phase 3, Intensive Supported Employment (Goals for Phase 3 to be completed by the end of the pilot)
 - a. All participants were able to learn various tasks related to their job with support from their assigned Skills Trainer.
 - b. All participants are working an average number of hours per week consistent with their individual identified employment goals and plans.
 - c. All participants are earning wages consistent with their individual identified employment goals and plans.

Proposed Pilot Project for competitive integrated employment

Target Population:

This program intends to serve a total of 8 participants who have either not been successful with CIE or are currently being served in Day Program or Work Activity Program where they are earning sub-minimum wage

Staffing:

8 Program staff titled 'Skills Trainers' will be responsible for both teaching job skills to 8 participants and also ensuring that all aspect of the work are completed to the satisfaction of the employer. 1 program staff will provide support to all Skills Trainers (as needed) and act as "substitute" for Skills Trainers when they are on vacation, sick, LOA or transitioning on or off the team. 25% of a Program Supervisor will be responsible for day to day direction of the program. 10% of a Job Developer will be responsible for cultivating new and replacement positions in the community. All of these positions require flexibility in schedule as the participant work schedules are not assumed to be banker's hours.

Program Operations

Skills Trainer I persons:		8		Full year
ESS Average hourly rate	\$	23.00		
Fringe Benefits at 20%	\$	4.60		
cell phone reimbursement per hour	\$	0.35		
Combined hourly costs for 1 staff	\$	27.95		
Daily cost for 1 staff	\$	223.60		
Monthly cost for 1 staff (21 days)	\$	4,695.60		
Hourly cost X 8 Skills Trainers	\$	223.60		
Daily cost X 8 Skills Trainers	\$	1,788.80		
Monthly cost X 8 Skills Trainers (21 days)	\$	37,564.80	\$	450,777.60
Skills Trainer II person		1		
Sub ESS hourly rate	\$	25.00		
Fringe Benefits at 20%	\$	5.00		
cell phone reimbursement per hour	\$	0.35		
Hourly cost for 1 substitute ESS	\$	30.35		
Daily cost for 1 substitute ESS	\$	242.80		
Monthly cost for 1 substitute ESS (21 day)	\$	5,098.80	\$	61,185.60
25% Supervisor at \$31/hour		0.25		

hourly rate	\$	7.75		
Benefits at 20%	\$	1.55		
Hourly cost for 25% of 1 Supervisor	\$	9.30		
daily cost for 25% Supervisor	\$	74.40		
monthly cost for 25% supervisor	\$	1,562.40	\$	18,748.80

15% Job Developer at \$31/hour

Hourly Rate	\$	4.65		
Fringe Benefits @ 20%	\$	0.93		
Hourly cost for 10% of a Job Developer	\$	5.58		
daily cost for 10% of a Job Developer	\$	44.64		
Monthly cost for 25% of Job Developer	\$	937.44	\$	11,249.28

Total Hourly Rates	\$	268.83		
daily rate	\$	2,150.64		
monthly rate	\$	45,163.44		
total employment costs			\$	541,961.28

Other Expense Considerations @10%:

- Admin fees
- HR
- Management
- Risk
- Finance
- Insurance
- Housing and Occupancy

Hourly Rates of 10% considerations	\$	26.88		
Daily rates of 10% considerations	\$	215.06		
Monthly rates of 10% considerations	\$	4,516.34	\$	54,196.13
			\$	

Program Cost totals

Total Hourly cost to operate program	\$	295.71		
total daily costs to operate program	\$	2,365.70		
total monthly cost to operate program	\$	49,679.78	x12	\$ 596,157.41

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: November 2, 2023
TO: RCOC Board of Directors
FROM: Larry Landauer, Executive Director

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: **Approval of Amendment to Agreement with Helen Sanderson Associates for Home and Community-Based Services (HCBS) Funding**

BACKGROUND:

The Centers for Medicare & Medicaid Services (CMS) issued final regulations, or rules, for Home and Community-Based Services (HCBS Final Rule) in January 2014. The rules require that HCBS programs funded through Medicaid – called Medi-Cal in California – provide people with disabilities full access to the benefits of community living and offer services and supports in settings that are integrated in the community. This could include opportunities to seek employment in competitive and integrated settings, control personal resources, and engage in the community to the same degree as individuals who do not receive regional center services. The HCBS Final Rule focuses on the nature and quality of individuals’ experiences and not just the buildings where the services are delivered.

RCOC previously entered into an agreement with Helen Sanderson Associates (HSA) on April 12, 2023, for HCBS funding for HSA to provide Person-Centered Thinking (PCT) certification training to RCOC vendor staff. DDS has allocated additional HCBS funds for RCOC to use to assist service providers in complying with the HCBS Final Rule, and to support broader work in each community that promotes and sustains ongoing compliance. RCOC was required to develop a plan for use of the HCBS funds with input from the community. RCOC’s plan was submitted to DDS and approved.

REASON FOR CURRENT ITEM:

Part of RCOC’s approved plan for use of the allocated HCBS funding is to fund additional PCT certification training for vendor staff with HSA. The additional HCBS funds will bring the total agreement amount to \$336,000. While the Board did not approve the original HCBS funding agreement, the amendment will bring the total over the \$250,000 threshold requiring Board approval.

FISCAL IMPACT:

DDS has allocated and approved the use of \$336,000 in HCBS funding to be utilized for the purpose set forth above.

RECOMMENDATION:

That the Board approve the Amendment to the Agreement with Helen Sanderson Associates for Home and Community-Based Services Funding as presented.

AMENDMENT NO. 1 TO AGREEMENT BY AND BETWEEN
REGIONAL CENTER OF ORANGE COUNTY
AND HELEN SANDERSON ASSOCIATES
FOR HOME AND COMMUNITY-BASED SERVICES FUNDING

This Amendment No. 1 to Agreement (Amendment) is entered into and effective this ____ day of November, 2023, by and between the Regional Center of Orange County, a California nonprofit corporation, hereinafter referred to as “RCOC,” and Helen Sanderson Associates, a California limited liability company, hereinafter referred to as “PROVIDER.”

RECITALS

- A. WHEREAS, RCOC and PROVIDER previously entered into an agreement (Agreement) for Home and Community-Based funds (HCBS funds) for Person-Centered Thinking (PCT) training for RCOC vendor staff; and
- B. WHEREAS, the Department of Developmental Services (DDS) has allocated additional HCBS funds to RCOC; and
- C. WHEREAS, RCOC submitted, and DDS approved, a plan to utilize a portion of the additional HCBS funds for PROVIDER to provide additional PCT certification training to vendor staff; and
- D. WHEREAS, Section 2 of the Agreement provides that the Agreement may be amended by written agreement of RCOC and PROVIDER;

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

1. Section 1. of the Agreement is hereby amended in its entirety to read as follows:

“1. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the Date of Agreement and terminate on June 30, 2025, unless earlier terminated pursuant to the provisions of Paragraph 15 of this Agreement.”
2. Section 10. of the Agreement is hereby amended in its entirety to read as follows:

“10. **MAXIMUM PAYMENT OBLIGATION.** The maximum payment obligation of RCOC to PROVIDER under this Agreement shall be Three Hundred Thirty Six Thousand Dollars (\$336,000) (“Maximum Payment Obligation”).

 - a. Payment. RCOC will remit payment to PROVIDER within thirty (30) days of PROVIDER’s submission of an invoice in a form approved by RCOC and complete backup documentation approved by RCOC. Failure to provide acceptable backup documentation may delay payment to PROVIDER. All

invoices must be received by RCOC no later than February 29, 2025; RCOC shall have no obligation to pay invoices submitted after that date.”

3. Exhibit “A” to the Agreement, Scope of Work, shall be replaced in its entirety with the Scope of Work attached hereto as Exhibit “A”.

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

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

REGIONAL CENTER OF ORANGE COUNTY

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

PROVIDER

Name/Title: _____

Exhibit A

Scope of Work

RCOC Proposed Scope of Work

That H S A will assist RCOC with the design, administration, and facilitation of a train-the-trainer program as outlined in the following Scope of Work between December 15, 2022, and May 30, 2024. A final training schedule will be mutually agreed upon by all parties.

To learn more about the credentialing process for Person Centered Thinking trainers you can visit the website for the Learning Community for Person-Centered Practices at [TLCPCP.com](https://app.box.com/s/oukw3yld356rs622e88l0s9lu40oild) or go to <https://app.box.com/s/oukw3yld356rs622e88l0s9lu40oild>

PROPOSED SCOPE OF WORK

1. Person-Centered Thinking Trainer Certification

Person-Centered Thinking is a copyrighted curriculum from the Learning Community for Person-Centered Practices, includes six 3-hr modules of interactive training for acquiring and practicing effective person-centered thinking skills, centered on how to discover and balance what is important to and what is important for a person. These approaches respectfully address issues of health and safety, from a variety of perspectives, while empowering the people to maintain control and a sense of being listened to. Participants learn to write a Person-Centered Description and a One-Page Description. Training in person-centered thinking serves as a foundation for everyone who is involved in supporting people with significant disabilities.

Participants are provided with instruction and ample practice in the processes and structures used to develop plans that support choice while addressing issues of health and safety. Training activities rely on group work and discussion. Through a series of applied stories and guided exercises, participants practice sorting information using the following frameworks:

- What is important to a person and what is important for a person
- Discovering what matters to people through learning about their routines and rituals and what makes a good day/bad day
- Core responsibilities for those who provide support; when judgment and creativity is expected; what is outside the responsibility of paid staff
- What makes sense and what doesn't make sense, and recording this information from a variety of perspectives
- Aspects to consider when matching people who receive supports with people who provide supports
- Cultural and linguistic considerations of person-centered approaches

Participants develop their skills in person-centered thinking through a series of guided exercises, done *in pairs* with a fellow participant. Through directed conversation, listening and sorting information, and writing down what they have learned about their partner, participants practice skills required when developing Person-Centered Descriptions and One-Page-Profiles.

Overview of six 3-hour modules

Module 1	Module 2	Module 3	Module 4	Module 5	Module 6
Welcome & Introductions	Discontent as the Engine of Change	Process and Content Experts	Skill Practice: Morning Routine	Skill Practice: Working / Not Working	Skill Practice: Donut
One Page Descriptions	Promoting Positive Control	Facilitation & Conversations	Skill Practice: Good Day / Bad Day	Skill Practice: Learning Log	Skill Practice: Matching
Cultural Proficiency	Environments & Promises	Skill Practice: Two Minute Drill	Organizing Discovery Info	Skill Practice: 4+1 Questions	Pulling It All Together

Core Concept Important to/for	Look & Listen	Decision Making	Skill Practice: Reframing Reputations		Wrap up & Closing
Julie's Story	Fix vs. Support	Skill Practice: Relationship Map			Wrap Up
	Words & Language	Skill Practice: Communication Chart			

Supplies and equipment: To ensure an optimal remote learning experience, learners will commit to having access to the following:

- Computer with webcam, speakers, microphone, dual monitors, and reliable internet
- Flexibility to complete eLearning and study sessions as assigned
- Dedicated time to participate in cohort coaching calls and complete PCT training demonstrations and portfolio.

H S A will provide electronic participant workbooks.

If training is delivered in person, RCOC will provide a conference room, COVID Sanitation/Safety supplies, projector, screen, lapel microphone, flip chart, markers, post-its, refreshments, and table groupings to accommodate 6 people per table.

H S A USA will provide mentor support to credential up to 14 RCOC staff and service provider representatives to become Person-Centered Thinking Trainers, credentialed by the Learning Community for Person-Centered Practices. The certification process is outlined below.

eLearning and Portfolio Development Support for PCT Trainer Candidates

- Trainer Candidates are expected to have demonstrated experience using person-centered thinking in their work before they start the trainer credentialing process. To expedite this timeline for your organization, H S A USA requests that Trainer Candidates complete the E-Learning module from "Person Centered Thinking for Everyone" from Helen Sanderson Associates, coupled with weekly group coaching calls with a PCT Trainer/Coach to reflect on the skills and explore ways to practice. This will help the Trainer Candidates to complete their skill portfolio, a required element of the

credentialing process, and build their skill and confidence prior to preparing to deliver the training content.

PCT Trainer Credentialing

A Mentor Trainer will provide remote mentoring and observation for Trainer Candidates to deliver PCT Training. Trainer credentialing for Person Centered Thinking is available to people who have completed Person-Centered Thinking training and are using person-centered thinking in their work to support people. The credentialing process typically takes 9–12 months depending on the training and facilitation skills of the Trainer Candidate, their mastery of the core curriculum, and the time available to prepare and deliver the training to demonstrate such mastery. The process for credentialing includes the following milestones:

Step 1: Participate in Person-Centered Thinking training – trainer candidates will provide evidence of having completed Person-Centered Thinking training or will attend a public offering of Person-Centered Thinking training between January–February 2023. As needed, H S A will provide a promo code to attend an H S A hosted PCT training at no additional cost.

Step 2: Attend a PCT Trainer Orientation using Zoom, following the initial PCT Training

Step 3: Trainer candidates will participate in coaching, using Zoom and Slack to develop a portfolio of skill examples and to prepare to deliver the curriculum. This will take place on a schedule to be mutually determined by the Trainer Candidates and the H S A Mentor Trainer.

Step 4: Observe the remote Person-Centered Thinking training with a facilitator guide – dates TBD. FYI, due to the impact of COVID-19, all offerings and demonstrations of courses will be delivered remotely until further notice.

Step 5: Work with Mentor Trainer to reflect on the application of skills, develop and submit two person-centered descriptions, and two one-page descriptions, and become familiar with content and methods of delivery.

Step 6: Deliver remote Person-Centered Thinking training at least twice while being observed and evaluated by a Mentor Trainer and demonstrate proficiency in delivery. It often takes trainer candidates three demonstrations of the Person-Centered Thinking training to achieve the standard of practice needed for certification. The training will be delivered in a series of 6 3-hour remote modules. Each service provider

organization will be allocated a number of spots in some of the training demonstrations for staff from their organizations.

H S A will offer a kick-off call with RCOC and interested service provider representatives to review the process, timeline, considerations for identifying a Trainer Candidate and expectations of PCT Trainer Candidates.

Trainer Candidates who do not maintain their trainer obligations, or meet the certification requirements within the proposed timelines, may require additional time and/or mentor support beyond the scope of this contract to achieve a passing rating. If H S A USA consultants anticipate a need for additional mentor time with Trainer Candidates, we will inform the contract liaison to consider options. It is important to note the time commitment needed to complete the trainer credentialing. Participating organizations will need to make arrangements to allow Trainer Candidates the time and flexibility needed to prepare and complete the elements of the credentialing process.

For more detailed information about the PCT Trainer credentialing process please refer to this guide:

<https://app.box.com/s/dvnyyohrj8oeov5sfocwbw31qpeb4to>

Attachment #1- Outline of the training schedule. All dates are subject to change.

Timeline	Training Schedule
February 27, 2023	Organizing call and information session for interested community members to apply for the opportunity to be mentored to become PCT Certified Trainers
April 2023- April, 2024	<p>A. Virtual PCT Trainings (6) delivered by H S A trainers for the RCOC Community (includes 21 hours for Mentor Trainer plus 21 hours for Logistics Host)</p> <p>2023 April 17, 19, 21, 24, 26, 28 May 15, 17, 19, 22, 24, 26 June 5, 7, 9, 12, 14, 16 (Trainer Candidates observe this training with their curriculum materials)</p> <p>2024 February 5, 7, 9, 12, 14, 16 February 26, 28 March 1, 4, 6, 8 April 8, 10, 12, 15, 17, 19</p>
May 3, 2023	PCT Certification Orientation for trainer candidates - 1pm-4pm
June 2023 - April 2024	<p>B. Sixteen (16) Virtual demonstration PCT Training in English (Six 3- hr remote sessions) delivered by trainer candidates (14 trainer candidates plus two extra sessions if needed) (9am-12pm):</p> <p>2023 Demo 1: Jun 19, 21, 23, 26, 28, 30 Demo 2: July 10, 12, 14, 17, 19, 21 Demo 3: July 24, 26, 28, 31, August 2, 4 Demo 4: August 7, 9, 11, 14, 16, 18 Demo 5: August 21, 23, 25, 28, 30, September 1 Demo 6: September 11, 13, 15, 18, 20, 22 Demo 7: September 25, 27, 29, October 2, 4, 6 Demo 8: October 9, 11, 13, 16, 18, 20 Demo 9: October 23, 25, 27, 30, Nov 1, 3 Demo 10: November 6, 8, 10, 13, 15, 17 Demo 11: November 27, 29, December 1, 4, 6, 8 Demo 12: December 11, 13, 15, 18, 20, 22</p> <p>2024 Demo 13: January 8, 10, 12, 15, 17, 19 2024 Demo 14: January 22, 24, 26, 29, 31, February 2 2024 Demo 15: March 11, 13, 15, 18, 20, 22 Demo 16: April 22, 24, 26, 29, May 1, 3</p>

Timeline of PCT Trainer Certification Process

- Recruit and identify PCT Trainer Candidates
- If needed, trainer candidates will complete Person-Centered Thinking training in March-April 2023
- The PCT Trainer Candidate Orientation will be May 3, 2023 from 1pm to 4pm
- The eLearning course will be made available once participants are confirmed and the learning cohort will start coaching calls on May 10, 2023. 1:30pm to 3:00pm
- Portfolio submissions must be submitted by December 15, 2023. If additional time is needed, candidates will seek an exception from the PCT Mentor Trainer. H S A cannot guarantee that all trainer candidates will satisfactorily meet the requirements for certification.
- Training demonstrations will be scheduled in June 2023-April 2024 according to the schedule in Attachment #1.

Description - up to 14 Trainer Candidates	Qty	Rate	Fee	Progressive Monthly Invoicing and Deliverables
A. Virtual PCT Community trainings (15) delivered by HSA trainers (includes 24 hours for prep and facilitation of <i>Mentor Trainer</i> plus 24 hours for <i>Logistics Host</i>)	6	4/2023 through 12/2023 \$6,000	\$36,000	Invoiced upon completion of each virtual PCT Community Training and submission of participant roster and dates and times of training as supporting documentation.
	9	1/2024 through 2/2025 \$7,200	\$64,800	
B. Virtual demonstration PCT training in English (2023: Six 3-hour remote sessions and 2024: Four 4-hr modules) delivered by trainer candidates (14 trainer candidates plus two extra sessions if needed)	3	4/2023 through 12/2023 \$6,000	\$18,000	Invoiced upon completion of each virtual PCT Training Demonstration and submission of training dates, trainers, and participant roster.
	13	1/2024 through 2/2025 \$7,200	\$93,600	
C. Coordination of online registration, administration, and learner communications, certificate administration (31 PCT sessions at 5 hours each session)	155	\$ 100	\$ 15,500	Invoiced upon completion of each virtual PCT Training and Trainer Candidate Demonstration and including who coordinated the training series.

D. Materials - eLearning, <i>Team 15 Resource, Top Tips Guide</i> for 14 trainer candidates	14	\$ 160	\$ 2,240	Invoiced upon completion of Trainer Candidate Orientation(s) and submission of attendance sheet for Orientation and proof of shipping of materials.
E. Weekly group calls with <i>Mentor Trainer</i> (2.5 hrs/week - includes 1 hr prep and 1.5 hrs facilitation)	130	\$ 200	\$ 26,000	Invoiced monthly upon completion of weekly group calls with Mentor Trainer and submission of weekly log of calls and who attended.
F. Supplemental coaching (to be allocated as needed to support 14 Trainer candidates - includes review, feedback, and reporting)	185	\$ 200	\$ 37,000	Invoiced monthly based on coaching hours Completed and submission of coaching log of hours and candidates for each.
G. Vendor incentive payments (approximately 100 vendor payments for 250 vendor staff) upon completion of PCT training	250	\$ 100	\$25,000	Invoiced upon evidence of payment of vendor incentive payments.
H. 15% administrative fee for processing vendor incentive payments	100	\$37.50	\$3,750	Invoiced based on payment of incentives.
I. Trainee (14) incentive payments	14	\$ 200	\$2,800	Invoiced upon proof of payment of Trainee incentive payments no later

				than February 2025.
J. 15% administration fee for processing trainee incentive payments	14	\$ 30	\$420	Invoiced based on payment of trainee incentives.
Project Total			\$ 325,110	

AGREEMENT
BY AND BETWEEN
REGIONAL CENTER OF ORANGE COUNTY
AND
HELEN SANDERSON ASSOCIATES
FOR HOME AND COMMUNITY-BASED SERVICES PROVIDER FUNDING

This **AGREEMENT** (“Agreement”) is entered into and effective this 12th day of April, 2023 (“Date of Agreement”), by and between the **REGIONAL CENTER OF ORANGE COUNTY**, a California non-profit corporation located at 1525 N. Tustin Avenue, Santa Ana, California, hereinafter referred to as “RCOC,” and **HELEN SANDERSON ASSOCIATES**, a California limited liability company located at 1143 Deer Trail Lane, Solvang, CA 93463, hereinafter referred to as “PROVIDER”. This Agreement shall be administered by the Director of Community Services for RCOC or his/her authorized designee (hereinafter referred to as the “Project Manager”).

RECITALS

A. WHEREAS, in January 2014, the federal Centers for Medicare & Medicaid Services issued final regulations, or rules, for Home and Community-Based Services (HCBS Final Rules).

B. WHEREAS, the California Department of Developmental Services (DDS) has allocated funds to RCOC to assist providers of HCBS services to make changes in order to meet the requirements of the HCBS final regulations, or rules.

C. WHEREAS, PROVIDER provides Person-Centered Thinking (PCT) training that will assist providers of HCBS services in meeting the requirements of the HCBS Final Rules.

D. WHEREAS, RCOC desires to retain the services of PROVIDER to train RCOC service providers to be certified PCT trainers.

E. WHEREAS, PROVIDER has submitted a Funding Proposal to RCOC, which details all services, tasks, deliverables, activities, performance timeframes, and budgets PROVIDER will perform and adhere to under this Agreement. PROVIDER’s Funding Proposal is attached hereto as the Scope of Work, Exhibit A.

F. WHEREAS, RCOC desires to engage PROVIDER, and PROVIDER desires to accept the engagement, to perform the services described in Recital D on the terms and conditions set forth in this Agreement and in the Scope of Work, Exhibit A.

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

1. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the Date of Agreement and terminate on June 30, 2024, unless earlier terminated pursuant to the provisions of Paragraph 15 of this Agreement.

2. **ALTERATION OF TERMS.** This Agreement, together with the Scope of Work, Exhibit A, which is attached to this Agreement and fully incorporated by this reference, express all understanding of the parties with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties, except as otherwise expressly provided in this Paragraph 2. No amendment, addition to, or alteration of the terms of this Agreement, whether written or oral, shall be valid unless the amendment is made in writing and formally approved and executed by both parties, except as provided in this Paragraph 2 in this Agreement.

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

3. **RESPONSIBILITIES OF PROVIDER.**

a. In compliance with all terms and conditions of this Agreement, PROVIDER agrees to provide and perform the services in accordance with the activities, tasks, deliverables, performance timeframes, and budgets as set forth in the Scope of Work (hereinafter referred to as the "Scope of Services," or "Services").

b. The Agreement between the parties shall consist of the following: (1) this Agreement; and (2) the Scope of Work, Exhibit A, which shall be referred to collectively hereinafter as the "Agreement Documents." All provisions of the Agreement Documents shall be binding on the parties. Should any conflict or inconsistency exist in the Agreement Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms of this Agreement; and (2nd) the Scope of Work, Exhibit A.

4. **STATUS OF PROVIDER.** PROVIDER is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the Services required of it by the terms of this Agreement. Nothing in this Agreement shall be construed as creating the relationship of employer and employee or principal and agent between RCOC and PROVIDER or any of PROVIDER's agents or employees. PROVIDER knowingly, voluntarily, and expressly assumes exclusively the responsibility for the acts of its employees or agents as they relate to the Services to be provided during the course and scope of their employment, whether the employee(s) are compensated through the funds received by PROVIDER through this Agreement, or otherwise related directly or indirectly to the performance of Services under this Agreement. PROVIDER, its elected or appointed officials, officers, agents, employees, and Subcontractors shall not, in any respect whatsoever, be entitled to any rights or privileges of RCOC employees and shall not be considered in any manner to be RCOC employees.

RCOC shall neither have nor exercise any control or direction over the methods by which PROVIDER shall perform its obligations under this Agreement. RCOC shall not be responsible or liable for the acts or failure to act, whether intentional or negligent, of any employee, agent, or volunteer of PROVIDER. PROVIDER shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters. PROVIDER shall indemnify and hold harmless RCOC from any liability, damages, costs, and expenses of any nature arising from alleged violations of personnel practices and employment laws.

5. **DELEGATION AND ASSIGNMENT.** PROVIDER shall not delegate or assign or otherwise transfer its duties, nor assign its rights under this Agreement, either in whole or in part, without the prior written consent of Project Manager. The request must be in writing with a full explanation for the request. Any consent granted by Project Manager may be conditioned upon and subject to certain actions by PROVIDER as determined by Project Manager. Any attempted assignment or delegation in derogation of this Paragraph 5 shall be deemed void and shall constitute a Default pursuant to Paragraph 16 of this Agreement.

6. **SUBCONTRACTS.** Except to the extent expressly provided for in the Scope of Work, Exhibit A, or as approved by Project Manager, PROVIDER shall not enter into a subcontract, consulting agreement, or an agreement for professional services (each and all referred to as a "Subcontract") for the provision of services or performance of tasks included within the scope of the Services required by this Agreement without the prior written consent of Project Manager. Any Subcontracts approved by Project Manager shall not alter in any way any legal responsibility or performance obligation of PROVIDER to RCOC to perform or cause performance of the Services required under this Agreement. Project Manager may require PROVIDER to submit a true copy of any permitted Subcontract. All records related to each Subcontract, if any, are subject to examination and audit by Project Manager or his or her designee and must be retained for a period of (i) five (5) years after the date of final disbursement of funds under this Agreement or (ii) five (5) years after any pending audit is completed, whichever occurs later.

7. **GENERAL INDEMNIFICATION.** PROVIDER agrees to and shall indemnify, defend with counsel approved in writing by RCOC, hold harmless RCOC, its officers, agents, and employees from and against all liability, claims, losses, demands, injuries to or death of any person or persons, or damages to property, including but not limited to property of directors, officers, employees, or agents of RCOC (together, "Claims"), including defense costs, resulting from court action or in any manner arising out of, pertaining to, related to, or incident to any intentional, malicious, negligent acts, inactions, errors, or omissions of PROVIDER, its officers, employees, agents, or Subcontractors in the performance of this Agreement. PROVIDER's obligations set forth in this Section 7 shall survive termination of this Agreement.

a. No director, no officer, no committee member, no employee, and no agent of RCOC shall be personally liable to PROVIDER, or any successor in interest, or to any Subcontractor in

the event of any default or breach by RCOC or for any amount that may become due to PROVIDER or to its successor or Subcontractor or for breach of any obligation of the terms of this Agreement.

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

a. Evidence of Coverage. Prior to commencement of any Services under this Agreement, PROVIDER shall provide on an insurance industry approved form a Certificate of Insurance certifying that coverage as required in this Paragraph 8 has been obtained and remains in force for the period required by this Agreement. In addition, PROVIDER shall produce a certified copy of the policy or policies to RCOC upon request. Each policy shall meet the following requirements:

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

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

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

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

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

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

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

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

(3) Admitted in the State of California.

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

vii. Subcontractor Insurance Requirements. Should any of the Services under this Agreement be provided by a Subcontractor, PROVIDER shall require each Subcontractor (of any tier) to provide the coverages specified in this Paragraph 8, or PROVIDER may insure any Subcontractor under its own policies.

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

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

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

(1) The coverage shall include:

(a) Premises and Operations

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

(c) Personal Injury Liability.

(d) Property damage.

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

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

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

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

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

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

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

e. Withhold Payment for Lack of Required Coverage. RCOC reserves the right to withhold payments to PROVIDER in the event of material noncompliance with the applicable insurance requirements outlined in this Paragraph 8.

f. Remedies for Failure to Provide or Maintain Required Insurance or Endorsements. In addition to any other remedies RCOC may have if PROVIDER (or any Subcontractor) fails to provide or maintain any insurance required by this Paragraph 8 to the extent and within the time required by this Agreement, RCOC may, at its sole option:

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

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

iii. Immediately and without further cause terminate this Agreement.

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

h. Modification of Insurance Requirements. RCOC may modify the insurance requirements set forth above if at any time during the term of this Agreement RCOC determines, in its sole discretion, that additional coverage is necessary to protect RCOC's and DDS's interests. If RCOC elects to modify the insurance requirements set forth above, PROVIDER's failure to comply with the modified insurance requirements shall constitute a Default pursuant to Paragraph 16 of this Agreement.

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

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

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

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

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

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

i. Failure to Obtain or Maintain Licenses. PROVIDER shall notify Project Manager immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any appeal, any required permits, licenses, approvals, certificates, waivers and exemptions. The inability shall constitute a Default pursuant to Paragraph 16 of this Agreement..

10. **MAXIMUM PAYMENT OBLIGATION.** The maximum payment obligation of RCOC to PROVIDER under this Agreement shall be Two Hundred Thirty-Nine Thousand Four Hundred Ninety Dollars (\$239,490.00) (“Maximum Payment Obligation”).

a. Payment. RCOC will remit payment to PROVIDER within thirty (30) days of PROVIDER’s submission of an invoice in a form approved by RCOC and complete backup documentation approved by RCOC. Failure to provide acceptable backup documentation may delay payment to PROVIDER. All invoices must be received by RCOC no later than February 29, 2024; RCOC shall have no obligation to pay invoices submitted after that date.

11. **DISPUTES.**

a. Except as otherwise provided by law, regulation, or in this Agreement, when a dispute arises between PROVIDER and RCOC, the parties shall meet to resolve the issue. If the parties do not reach a resolution, the dispute will be decided by the Project Manager, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to PROVIDER. The decision of the Project Manager shall be the final and conclusive administrative decision.

b. Pending final decision of a dispute hereunder, PROVIDER shall proceed diligently with the performance of this Agreement and in accordance with the decision of Project Manager. Nothing in this Agreement, however, shall be construed as making final the decision of any RCOC official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of California.

12. **RECORDS.**

a. Maintain Complete Books and Records. In addition to any statutory and regulatory requirements regarding recordkeeping, PROVIDER shall keep books and records as

shall be necessary relating to the Services so as to enable RCOC to evaluate performance under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with Generally Accepted Accounting Principles (GAAP). Project Manager, RCOC and their staff, legal counsel, and other RCOC consultants (as approved by Project Manager) shall have full and free access to all books and records of PROVIDER (and any Subcontractor), pertinent to this Agreement, at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from the records. All records shall be retained by PROVIDER for a minimum of five (5) years from the date of payment on the final invoice submitted by PROVIDER to RCOC under this Agreement or five (5) years after all pending audits are completed, whichever is later.

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

b. Inspection and Access to Records. Without limiting any rights to access which RCOC may have irrespective of this Agreement, and in addition to the requirements of Section 13.a. below, Project Manager and any authorized RCOC representatives shall have access to PROVIDER's records for the purpose of monitoring performance and provision of the Services pursuant to this Agreement. PROVIDER shall make available its records within the borders of Orange County within five (5) days after receipt of written demand by Project Manager or his/her designee. In the event PROVIDER does not make available its records within the borders of Orange County, PROVIDER agrees to pay all necessary and reasonable direct and indirect expenses incurred by RCOC or RCOC's designee necessary to obtain PROVIDER's records.

c. Reports. PROVIDER shall submit a written progress report to Project Manager on at least a quarterly basis and upon any additional request(s) by the Project Manager, which report shall address the objectives and timelines identified in the Scope of Work, shall describe the Services performed, progress toward the objective of the Agreement, difficulties encountered during the reporting period and any remedial/corrective action taken, and project implementation including progress related to key milestones and progress toward compliance with HBCS requirements.

13. **AUDIT.**

a. PROVIDER's records maintained in accordance with Section 12 above shall be open for audit by RCOC, DDS, and any authorized agency representative for a minimum period of three (3) years from the date of the final payment for the State fiscal year.

b. PROVIDER agrees to utilize and be bound by Title 17, California Code of Regulations, Sections 50700 et seq. should PROVIDER elect to appeal any audit findings and/or recommendations.

c. PROVIDER agrees to accept financial liability for any audit findings and/or recommendations disclosed by audit and promptly repay amounts owed unless appealed and liquidation is stayed pursuant to Title 17, California Code of Regulations, Section 50705.

14. **NOTICES.**

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

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

PROVIDER: Helen Sanderson Associates
485 Alisal Road, # 236
Solvang, CA 93463
Attn: Mary Beth Lepkowsky

All notices shall be deemed effective when in writing and personally delivered or deposited in the United States mail, express, priority or first class, postage prepaid and addressed as above. Project Manager and PROVIDER may mutually agree in writing to change the addresses to which notices are sent.

15. **RIGHTS OF TERMINATION.**

a. **Termination for Convenience Prior to Expiration of Term.** RCOC may terminate this Agreement for its convenience at any time upon fifteen (15) days' written notice to PROVIDER. Upon receipt of a notice of termination for convenience, PROVIDER shall immediately cease performance under this Agreement, including all Services, except the Services that may be specifically approved by Project Manager. PROVIDER shall be entitled to compensation for that part of the Services rendered prior to receipt of the notice of termination and for the part of the Services authorized by Project Manager after the notice in accordance with the project budget in the Scope of Work, Exhibit A, or other arrangement for compensation as may be approved by the Project Manager in writing.

b. **Termination for Cause Due to Default of CONTRACTOR.** RCOC reserves the express right to terminate this Agreement for cause due to the default, as defined in Paragraph 16, by PROVIDER in its performance obligations under this Agreement. In the event of termination, PROVIDER shall immediately cease performance and provision of Services as of the date the notice of default is received or deemed received, whichever occurs earlier. RCOC may take over the work and prosecute the same to completion by contract or otherwise. PROVIDER shall be liable to the extent that the total cost for completion of the Services required by this Agreement exceeds the compensation stipulated in this Agreement, provided that RCOC shall use reasonable efforts to mitigate damages. RCOC expressly reserves the right to withhold any outstanding payments to PROVIDER for the purpose of set off or partial payment of the amounts owed RCOC as previously set forth in this Agreement.

16. **DEFAULT.** Failure by PROVIDER to perform and/or comply with any provision, covenant, or condition of this Agreement shall be a default of this Agreement. In the event of default, RCOC may avail itself of any remedies available at law, in equity, or otherwise specified in this Agreement (including immediate termination for cause as set forth in Paragraph 15(b) above).

17. **PURCHASES OF ITEMS OR SERVICES.** If PROVIDER purchases any item or service pursuant to this Agreement, PROVIDER shall submit justification of the cost-effectiveness of the purchase to the Project Manager, including, but not limited to, competitive quotations. The absence of bidding for any purchase must be adequately justified.

18. **GENERAL TERMS AND CONDITIONS.**

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

b. Familiarity with Work. By executing this Agreement and prior to performing or providing any Services under this Agreement, PROVIDER warrants and shall be satisfied that (a) it has thoroughly investigated and considered the Services, (b) it has carefully considered how the Services should be performed, will be implemented, and will be completed, and (c) it fully understands the facilities, difficulties, and restrictions, attending carrying out the performance obligations of this Agreement. Should PROVIDER discover any latent or unknown conditions materially differing from those inherent in the work or as represented by RCOC or the Project Manager, it shall immediately inform RCOC in writing of this fact and shall not proceed except at PROVIDER's risk until written instructions are received from the Project Manager.

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

d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this

Agreement unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

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

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

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

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

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

l. Confidentiality of Records. PROVIDER shall maintain confidentiality of records in accordance with the law, including the provisions of Welfare and Institutions Code §§4514. PROVIDER and all employees shall respect the confidentiality of all client information they receive.

m. No Broker or Finders' Fee. PROVIDER warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

n. No Use of Funds for Lobbying. PROVIDER shall not expend any monies paid or payable under this Agreement for the purpose of influencing or attempting to influence an officer, member, or employee of RCOC, any member of the State legislature or member of Congress, or any other officer or employee of any public agency or entity, in connection with the awarding of any contract, the making of any contract, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

o. Source of Funding. PROVIDER knowingly and expressly acknowledges and agrees that this Agreement is subject to and contingent upon funds being appropriated to RCOC from DDS. If RCOC is not allocated or does not receive adequate funding for its performance under this Agreement, then RCOC shall be relieved of obligations under this Agreement, or this Agreement shall be amended to conform to the changes in funding allocations, as elected by RCOC.

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

20. **FORCE MAJEURE.** Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, RCOC and the PROVIDER have entered into this Agreement as of the date first written above.

REGIONAL CENTER OF ORANGE COUNTY

DocuSigned by:
Larry Landauer
E3084084CF7A8G...

Larry Landauer, Executive Director

PROVIDER

DocuSigned by:
Mary Beth Lepkowsky
E7D8D0AED50D404...

Signature

Mary Beth Lepkowsky Owner/Managing Partner

Name/Title

Agreement Exhibits

RCOC Proposed Scope of Work

That H S A will assist RCOC with the design, administration, and facilitation of a train-the-trainer program as outlined in the following Scope of Work between December 15, 2022, and May 30, 2024. A final training schedule will be mutually agreed upon by all parties.

To learn more about the credentialing process for Person Centered Thinking trainers you can visit the website for the Learning Community for Person-Centered Practices at [TLCPCP.com](https://app.box.com/s/oukw3yld356rs622e88los9lug40oild) or go to <https://app.box.com/s/oukw3yld356rs622e88los9lug40oild>

PROPOSED SCOPE OF WORK

1. Person-Centered Thinking Trainer Certification

Person-Centered Thinking is a copyrighted curriculum from the Learning Community for Person-Centered Practices, includes six 3-hr modules of interactive training for acquiring and practicing effective person-centered thinking skills, centered on how to discover and balance what is important to and what is important for a person. These approaches respectfully address issues of health and safety, from a variety of perspectives, while empowering the people to maintain control and a sense of being listened to. Participants learn to write a Person-Centered Description and a One-Page Description. Training in person-centered thinking serves as a foundation for everyone who is involved in supporting people with significant disabilities.

Participants are provided with instruction and ample practice in the processes and structures used to develop plans that support choice while addressing issues of health and safety. Training activities rely on group work and discussion. Through a series of applied stories and guided exercises, participants practice sorting information using the following frameworks:

- What is important to a person and what is important for a person
- Discovering what matters to people through learning about their routines and rituals and what makes a good day/bad day
- Core responsibilities for those who provide support; when judgment and creativity is expected; what is outside the responsibility of paid staff
- What makes sense and what doesn't make sense, and recording this information from a variety of perspectives
- Aspects to consider when matching people who receive supports with people who provide supports
- Cultural and linguistic considerations of person-centered approaches

Participants develop their skills in person-centered thinking through a series of guided exercises, done in pairs with a fellow participant. Through directed conversation, listening and sorting information, and writing down what they have learned about their partner, participants practice skills required when developing Person-Centered Descriptions and One-Page-Profiles.

Overview of six 3-hour modules

Module 1	Module 2	Module 3	Module 4	Module 5	Module 6
Welcome & Introductions	Discontent as the Engine of Change	Process and Content Experts	Skill Practice: Morning Routine	Skill Practice: Working / Not Working	Skill Practice: Donut
One Page Descriptions	Promoting Positive Control	Facilitation & Conversations	Skill Practice: Good Day / Bad Day	Skill Practice: Learning Log	Skill Practice: Matching
Cultural Proficiency	Environments & Promises	Skill Practice: Two Minute Drill	Organizing Discovery Info	Skill Practice: 4+1 Questions	Pulling It All Together

Core Concept Important to/for	Look & Listen	Decision Making	Skill Practice: Reframing Reputations		Wrap up & Closing
Julie's Story	Fix vs. Support	Skill Practice: Relationship Map			Wrap Up
	Words & Language	Skill Practice: Communication Chart			

Supplies and equipment: To ensure an optimal remote learning experience, learners will commit to having access to the following:

- Computer with webcam, speakers, microphone, dual monitors, and reliable internet
- Flexibility to complete eLearning and study sessions as assigned
- Dedicated time to participate in cohort coaching calls and complete PCT training demonstrations and portfolio.

H S A will provide electronic participant workbooks.

If training is delivered in person, RCOC will provide a conference room, COVID Sanitation/Safety supplies, projector, screen, lapel microphone, flip chart, markers, post-its, refreshments, and table groupings to accommodate 6 people per table.

H S A USA will provide mentor support to credential up to 14 RCOC staff and service provider representatives to become Person-Centered Thinking Trainers, credentialed by the Learning Community for Person-Centered Practices. The certification process is outlined below.

eLearning and Portfolio Development Support for PCT Trainer Candidates

Trainer Candidates are expected to have demonstrated experience using person-centered thinking in their work before they start the trainer credentialing process. To expedite this timeline for your organization, H S A USA requests that Trainer Candidates complete the E-Learning module from “Person Centered Thinking for Everyone” from Helen Sanderson Associates, coupled with weekly group coaching calls with a PCT Trainer/Coach to reflect on the skills and explore ways to practice. This will help the Trainer Candidates to complete their skill portfolio, a required element of the

credentialing process, and build their skill and confidence prior to preparing to deliver the training content.

PCT Trainer Credentialing

A Mentor Trainer will provide remote mentoring and observation for Trainer Candidates to deliver PCT Training. Trainer credentialing for Person Centered Thinking is available to people who have completed Person-Centered Thinking training and are using person-centered thinking in their work to support people. The credentialing process typically takes 9–12 months depending on the training and facilitation skills of the Trainer Candidate, their mastery of the core curriculum, and the time available to prepare and deliver the training to demonstrate such mastery. The process for credentialing includes the following milestones:

Step 1: Participate in Person-Centered Thinking training - trainer candidates will provide evidence of having completed Person-Centered Thinking training or will attend a public offering of Person-Centered Thinking training between January–February 2023. As needed, H S A will provide a promo code to attend an H S A hosted PCT training at no additional cost.

Step 2: Attend a PCT Trainer Orientation using Zoom, following the initial PCT Training

Step 3: Trainer candidates will participate in coaching, using Zoom and Slack to develop a portfolio of skill examples and to prepare to deliver the curriculum. This will take place on a schedule to be mutually determined by the Trainer Candidates and the H S A Mentor Trainer.

Step 4: Observe the remote Person-Centered Thinking training with a facilitator guide - dates TBD. FYI, due to the impact of COVID-19, all offerings and demonstrations of courses will be delivered remotely until further notice.

Step 5: Work with Mentor Trainer to reflect on the application of skills, develop and submit two person-centered descriptions, and two one-page descriptions, and become familiar with content and methods of delivery.

Step 6: Deliver remote Person-Centered Thinking training at least twice while being observed and evaluated by a Mentor Trainer and demonstrate proficiency in delivery. It often takes trainer candidates three demonstrations of the Person-Centered Thinking training to achieve the standard of practice needed for certification. The training will be delivered in a series of 6 3-hour remote modules. Each service provider

organization will be allocated a number of spots in some of the training demonstrations for staff from their organizations.

H S A will offer a kick-off call with RCOC and interested service provider representatives to review the process, timeline, considerations for identifying a Trainer Candidate and expectations of PCT Trainer Candidates.

Trainer Candidates who do not maintain their trainer obligations, or meet the certification requirements within the proposed timelines, may require additional time and/or mentor support beyond the scope of this contract to achieve a passing rating. If H S A USA consultants anticipate a need for additional mentor time with Trainer Candidates, we will inform the contract liaison to consider options. It is important to note the time commitment needed to complete the trainer credentialing. Participating organizations will need to make arrangements to allow Trainer Candidates the time and flexibility needed to prepare and complete the elements of the credentialing process.

For more detailed information about the PCT Trainer credentialing process please refer to this guide:

<https://app.box.com/s/dvnvyyohrj8oeov5sfocwbw31qpeb4to>

Attachment #1- Outline of the training schedule. All dates are subject to change.

Timeline	Training Schedule
February 27, 2023	Organizing call and information session for interested community members to apply for the opportunity to be mentored to become PCT Certified Trainers
April 2023- April, 2024	<p>A. Virtual PCT Trainings (6) delivered by H S A trainers for the RCOC Community (includes 21 hours for Mentor Trainer plus 21 hours for Logistics Host)</p> <p>2023 April 17, 19, 21, 24, 26, 28 May 15, 17, 19, 22, 24, 26 June 5, 7, 9, 12, 14, 16 (Trainer Candidates observe this training with their curriculum materials)</p> <p>2024 February 5, 7, 9, 12, 14, 16 February 26, 28 March 1, 4, 6, 8 April 8, 10, 12, 15, 17, 19</p>
May 3, 2023	PCT Certification Orientation for trainer candidates - 1pm-4pm
June 2023 - April 2024	<p>B. Sixteen (16) Virtual demonstration PCT Training in English (Six 3- hr remote sessions) delivered by trainer candidates (14 trainer candidates plus two extra sessions if needed) (9am-12pm):</p> <p>2023 Demo 1: Jun 19, 21, 23, 26, 28, 30 Demo 2: July 10, 12, 14, 17, 19, 21 Demo 3: July 24, 26, 28, 31, August 2, 4 Demo 4: August 7, 9, 11, 14, 16, 18 Demo 5: August 21, 23, 25, 28, 30, September 1 Demo 6: September 11, 13, 15, 18, 20, 22 Demo 7: September 25, 27, 29, October 2, 4, 6 Demo 8: October 9, 11, 13, 16, 18, 20 Demo 9: October 23, 25, 27, 30, Nov 1, 3 Demo 10: November 6, 8, 10, 13, 15, 17 Demo 11: November 27, 29, December 1, 4, 6, 8 Demo 12: December 11, 13, 15, 18, 20, 22</p> <p>2024 Demo 13: January 8, 10, 12, 15, 17, 19 2024 Demo 14: January 22, 24, 26, 29, 31, February 2 2024 Demo 15: March 11, 13, 15, 18, 20, 22 Demo 16: April 22, 24, 26, 29, May 1, 3</p>

Timeline of PCT Trainer Certification Process

- Recruit and identify PCT Trainer Candidates
- If needed, trainer candidates will complete Person-Centered Thinking training in March–April 2023
- The PCT Trainer Candidate Orientation will be May 3, 2023 from 1pm to 4pm
- The eLearning course will be made available once participants are confirmed and the learning cohort will start coaching calls on May 10, 2023. 1:30pm to 3:00pm
- Portfolio submissions must be submitted by December 15, 2023. If additional time is needed, candidates will seek an exception from the PCT Mentor Trainer. H S A cannot guarantee that all trainer candidates will satisfactorily meet the requirements for certification.
- Training demonstrations will be scheduled in June 2023–April 2024 according to the schedule in Attachment #1.

H S A-RCOC PCT Certification FY2223

Attachment #2: Fees and Deliverables

Description – up to 14 Trainer Candidates	Qty	Rate	Fee	Progressive Monthly Invoicing and Deliverables
A. Virtual PCT trainings (6) delivered by HSA trainers (includes 21 hours for <i>Mentor Trainer</i> plus 21 hours for <i>Logistics Host</i>)	6	\$ 6,000	\$ 36,000	Invoiced upon completion of each virtual PCT Training and submission of participant roster and dates and times of training as supporting documentation.
B. Virtual demonstration PCT training in English (Six 3-hour remote sessions) delivered by trainer candidates (14 trainer candidates plus two extra sessions if needed)	16	\$ 6,000	\$ 96,000	Invoiced upon completion of each virtual PCT Training Demonstration and submission of training dates, trainers, and participant roster.
C. Coordination of online registration, administration, and learner communications (22 PCT sessions at 3 hours each session)	66	\$ 100	\$ 6,600	Invoiced upon completion of each virtual PCT Training and Trainer Candidate Demonstration and including who coordinated the training series.
D. Materials - eLearning, <i>Team 15 Resource</i> , <i>Top Tips Guide</i> for 14 trainer candidates	14	\$ 160	\$ 2,240	Invoiced upon completion of Trainer Candidate Orientation (May 3) and submission of attendance sheet for Orientation and proof of shipping of materials.
E. Weekly group calls with <i>Mentor Trainer</i> (90 minutes/week)	75	\$ 200	\$ 15,000	Invoiced monthly upon completion of weekly group call with Mentor Trainer and submission of weekly log of calls and who attended.
F. Supplemental coaching (16 hours times 14 candidates)	224	\$ 200	\$ 44,800	Invoiced monthly based on coaching hours Completed and submission of coaching log of hours and candidates for each.

H S A-RCOC PCT Certification FY2223

Attachment #2: Fees and Deliverables

G. Vendor incentive payments (approximately 100 vendor payments for 250 vendor staff) upon completion of PCT training	250	\$ 100	\$25,000	Invoiced upon evidence of payment of vendor incentive payments.
H. 15% administrative fee for processing vendor incentive payments	100	\$37.50	\$3,750	Invoiced based on payment of incentives.
I. Trainee (14) incentive payments	14	\$ 200	\$2,800	Invoiced upon proof of payment of Trainee incentive payments no later than February 2024.
J. 15% administration fee for processing trainee incentive payments	14	\$ 30	\$420	Invoiced based on payment of trainee incentives.
Travel Supplement (only if needed)				
K. In-Person Travel Supplement lodging (14 nights)	14	\$ 300	\$ 4,200	Invoiced based on actual costs with submission of receipts
L. Per Diem 14 days @ \$75/day	14	\$ 75	\$ 1,050	Invoiced for actual miles
M. Mileage (two trips from SB County) (280 RT x 2 trips)	560	\$ 0.63	\$ 350	Invoiced for actual miles
N. Printed Workbooks and Supplies	160	\$ 8.00	\$ 1,280	Invoiced based on the number of in-person learners supported in PCT trainings and submission of participant roster.
Project Total			\$239,490	

Monthly



Summary of Information About Persons Served - August 2023

NUMBER OF PERSONS SERVED	25,291	100%
Children - Birth to Age Three Receiving Early Start Services	3,694	15%
Children - Ages Three to Five Receiving Provisional Services	460	2%
Children - Ages Three to 17 Receiving Lanterman Services	7,916	31%
Adults - Ages 18 and Older Receiving Lanterman Services	13,221	52%

Children - Birth to Age Three Receiving Prevention Resource and Referral Services	534
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Children and Adults - Ages Three and Older Receiving Lanterman Services with the Following Diagnoses:

Intellectual Disability	11,555	60%
Epilepsy	2,863	14%
Cerebral Palsy	2,533	13%
Autism	9,766	44%
Fifth Category*	1,925	9%

* condition closely related to intellectual disability and requiring similar treatment

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

NUMBER OF PERSONS REQUESTING ELIGIBILITY DETERMINATION	515
Early Start / Under Age Three / 45 days to complete determination	344 / 67%
Lanterman / Over Age Three / 120 days to complete determination	86 / 17%
Provisional / Up to Age Five / 90 days to complete determination	4 / 1%

NUMBER OF PERSONS DETERMINED ELIGIBLE	166
Children - Birth to Age Three Eligible for Early Start Services	0
Children and Adults - Ages Three and Older Eligible for Lanterman Services	87
<ul style="list-style-type: none"> • Number of children who received Early Start services 	47
<ul style="list-style-type: none"> • Number of children who received Early Start services and had a diagnosis of autism 	32
Children - Birth to Age Three Eligible for Prevention Resource and Referral Services	0

NUMBER OF CHILDREN NO LONGER ELIGIBLE FOR EARLY START OR PREVENTION RESOURCE AND REFERRAL SERVICES	155
Children - Age Three No Longer Eligible for Early Start Services	155
Children - Age Three No Longer Eligible for Prevention Resource and Referral Services	0

REGIONAL CENTER OF ORANGE COUNTY



OPERATIONS REPORT

AUGUST 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 2023-24

Type and Number of Reviews	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Annual Review	43	34				
Unannounced	92	70				
Total Number of Reviews	135	104				

Provider Trainings	0	0				
Technical Support	325	211				
Corrective Action Plans	0	7				
Special Incident Investigations*	9	3				
COVID-19 Checklist	0	0				

Type and Number of Reviews	Jan.	Feb.	Mar.	Apr.	May	June	Total
Annual Review							77
Unannounced							162
Total Number of Reviews							239

Provider Trainings							0
Technical Support							536
Corrective Action Plans							7
Special Incident Investigations*							12

* California Code of Regulations, Title 17, Division 2, Chapter 3 - Community Services SubChapter 2 - Vendorization Article 2 - Vendorization Process, Section 54327 requires all vendors, excluding parents and consumers, to report the following special incidents.

Type of Special Incidents (from California Code of Regulations, Title 17)

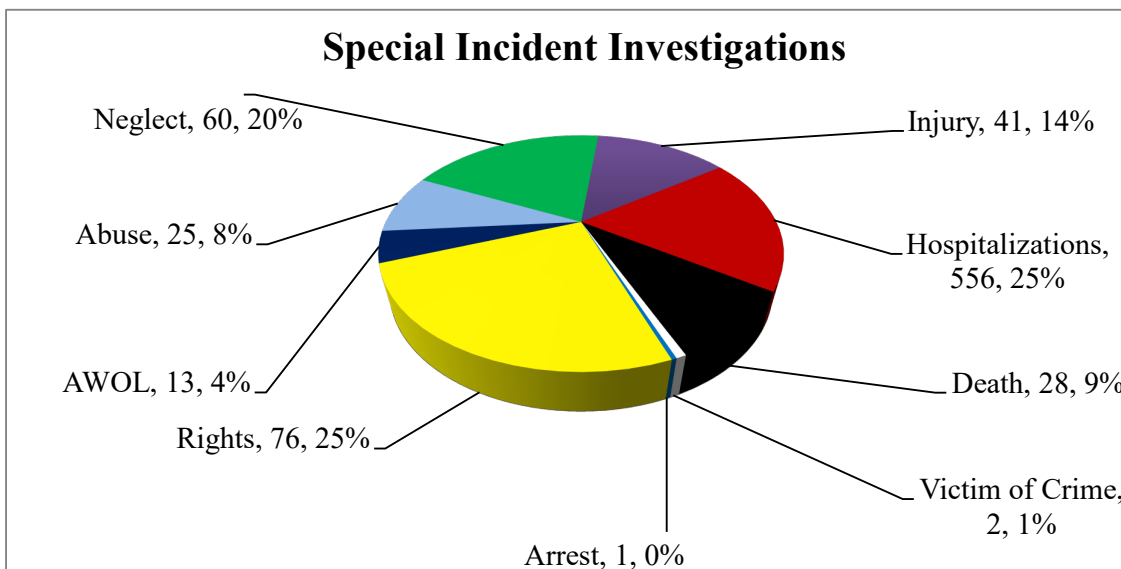
- (A) The consumer is missing and the vendor or long-term health care facility has filed a missing persons report with a law enforcement agency;
- (B) Reasonably suspected abuse/exploitation including:
 - 1. Physical;
 - 2. Sexual;
 - 3. Fiduciary;
 - 4. Emotional/mental; or
 - 5. Physical and/or chemical restraint.
- (C) Reasonably suspected neglect including failure to:
 - 1. Provide medical care for physical and mental health needs;
 - 2. Prevent malnutrition or dehydration;
 - 3. Protect from health and safety hazards;
 - 4. Assist in personal hygiene or the provision of food, clothing or shelter or
 - 5. Exercise the degree of care that a reasonable person would exercise in the position of having the care and custody of an elder or a dependent adult.
- (D) A serious injury/accident including:
 - 1. Lacerations requiring sutures or staples;
 - 2. Puncture wounds requiring medical treatment beyond first aid;
 - 3. Fractures;
 - 4. Dislocations;
 - 5. Bites that break the skin and require medical treatment beyond first aid;
 - 6. Internal bleeding requiring medical treatment beyond first aid;
 - 7. Any medication errors;
 - 8. Medication reactions that require medical treatment beyond first aid; or
 - 9. Burns that require medical treatment beyond first aid.
- (E) Any unplanned or unscheduled hospitalization due to the following conditions:
 - 1. Respiratory illness, including but not limited, to asthma; tuberculosis; and chronic obstructive pulmonary disease;
 - 2. Seizure-related;
 - 3. Cardiac-related, including but not limited to, congestive heart failure; hypertension; and angina;
 - 4. Internal infections, including but not limited to, ear, nose and throat; gastrointestinal; kidney; dental; pelvic; or urinary tract;
 - 5. Diabetes, including diabetes-related complications;
 - 6. Wound/skin care, including but not limited to, cellulitis and decubitus;
 - 7. Nutritional deficiencies, including but not limited to, anemia and dehydration; or
 - 8. Involuntary psychiatric admission;
- (2) The following special incidents regardless of when or where they occurred:
 - (A) The death of any consumer, regardless of cause;
 - (B) The consumer is the victim of a crime including the following:
 - 1. Robbery, including theft using a firearm, knife, or cutting instrument or other dangerous weapons or methods which force or threaten a victim;
 - 2. Aggravated assault, including a physical attack on a victim using hands, fist, feet or a firearm, knife or cutting instrument or other dangerous weapon;
 - 3. Larceny, including the unlawful taking, carrying, leading, or riding away of property, except for motor vehicles, from the possession or constructive possession of another person;
 - 4. Burglary, including forcible entry; unlawful non-forcible entry; and, attempted forcible entry of a structure to commit a felony or theft therein;
 - 5. Rape, including rape and attempts to commit rape.

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

Type and Number of Special Incident Investigations
Fiscal Year 2023-24

Type of Incident	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
AWOL	4	9				
Abuse	9	16				
Neglect	44	16				
Injury	16	25				
Hospitalizations - Total	28	29				
<i>Psychiatric</i>	7	3				
<i>Medical</i>	21	26				
Death	17	11				
Victim of crime	1	1				
Arrest	1	0				
Rights	69	7				
Total	189	114	0	0	0	0

Type of Incident	Jan.	Feb.	Mar.	Apr.	May	June	Total
AWOL							13
Abuse							25
Neglect							60
Injury							41
Hospitalizations - Total							57
<i>Psychiatric</i>							10
<i>Medical</i>							47
Death							28
Victim of Crime							2
Arrest							1
Rights							76
Total	0	0	0	0	0	0	303



COMMUNITY LIFE continued

Provider Audits
Fiscal Year 2023-24

Number of Audits / Appeals / Recoveries

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

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

State Appeal	0	0				
Recovery	3	4				

Audit Findings (Dollar Amount)

Amount of Recovery	\$0.00	\$62,604.00	\$0.00	\$0.00	\$0.00	\$0.00
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Type of Audit	Jan.	Feb.	Mar.	Apr.	May	June	Total
Service Billing							1
Staffing							3
Level 4I Consultant							1
P&I (consumer funds)							2
Total Number of Audits							13

Number of Appeals / Recoveries

State Appeal							0
Recovery							4

Audit Findings (Dollar Amount)

Amount of Recovery	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,604.00
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FAMILY SUPPORTS

Related Guiding Principles

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

Fiscal Year 2023-24

Number of Authorizations for Voucher Services

Type of Service	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Day Care - Family Member	81	84				
Diapers - Family Member	7	3				
Nursing Service - Family Member	47	51				
Respite Service - Family Member	665	656				
Transportation - Family Member	202	208				
Total Number of Voucher Authorizations	1,002	1,002	0	0	0	0

Number of Authorizations for Voucher Services

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

FAMILY SUPPORTS

Related Guiding Principles

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

Notifications of Community Events and Activities

Fiscal Year 2023-24

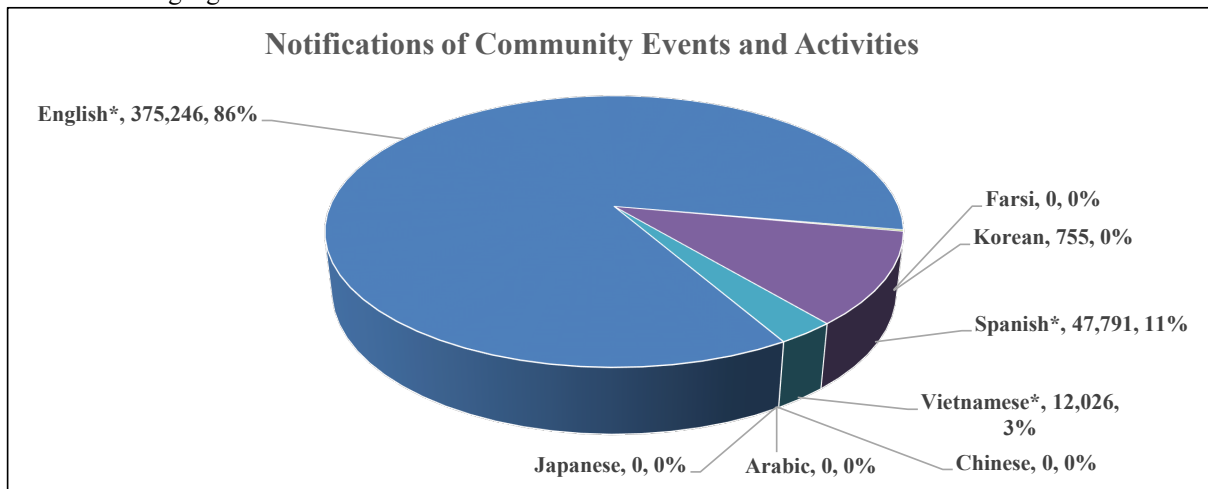
Number of Notifications

Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
English*	153,968	221,278				
Farsi						
Korean	555	200				
Spanish*	8,000	39,791				
Vietnamese*	9,234	2,792				
Chinese						
Japanese						
Arabic						
Total Number of Notifications	171,757	264,061	0	0	0	0

Number of Notifications

Language	Jan.	Feb.	Mar.	Apr.	May	June	Total
English*							375,246
Farsi							0
Korean							755
Spanish*							47,791
Vietnamese*							12,026
Chinese							0
Japanese							0
Arabic							0
Total Number of Notifications	0	0	0	0	0	0	435,818

* 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 2023-24

Number of Outreach Events

Type of Outreach / Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
In Person/Zoom						
English	13	7				
Spanish	1	3				
Vietnamese		3				
Other Languages						
In Print						
English		2				
Spanish		1				
Vietnamese		1				
Other Languages						
TV / Radio						
English	2					
Spanish						
Vietnamese	5	4				
Other Languages						
Total Number of Outreach Events	21	21	0	0	0	0

Number of Outreach Events

Language	Jan.	Feb.	Mar.	Apr.*	May*	June*	Total
In Person							
English							20
Spanish							4
Vietnamese							3
Other Languages							0
In Print							
English							2
Spanish							1
Vietnamese							1
Other Languages							0
TV / Radio							
English							2
Spanish							0
Vietnamese							9
Other Languages							0
Total Number of Outreach Events	0	0	0	0	0	0	42

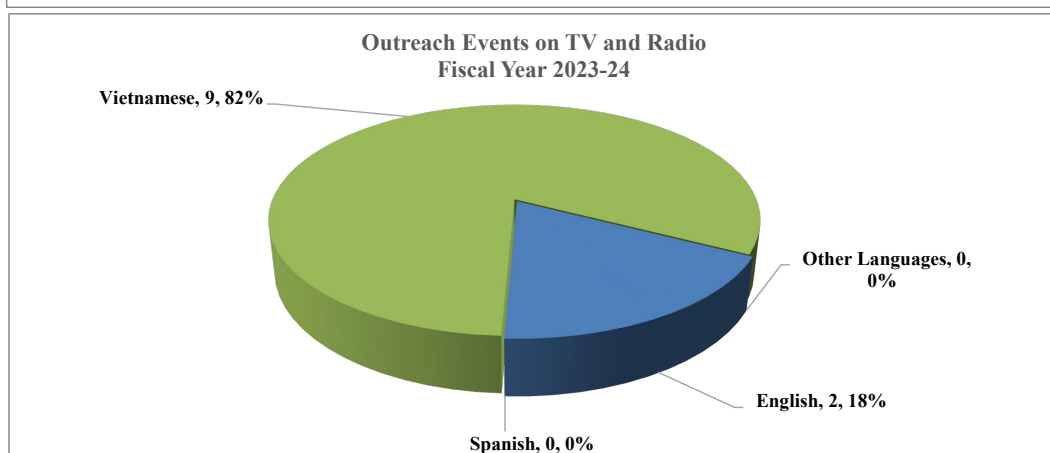
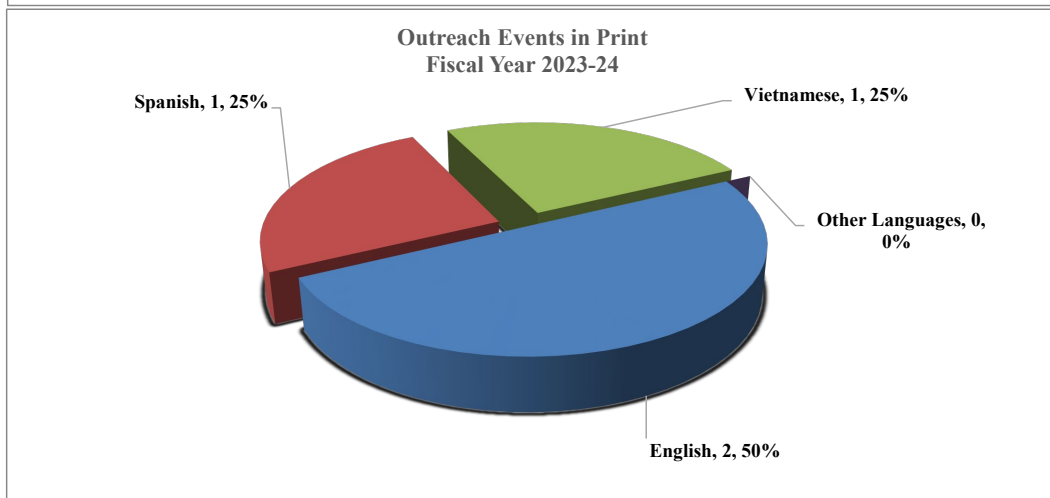
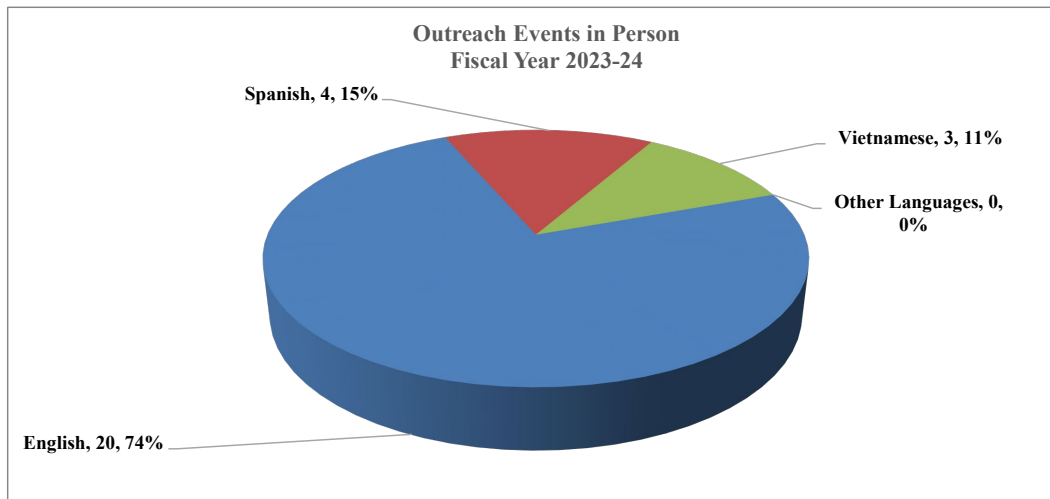
* Virtual Meetings

FAMILY SUPPORTS

Related Guiding Principles

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

Community Outreach Events in Person, in Print, on TV and Radio Fiscal Year 2023-24



EARLY INTERVENTION / PREVENTION

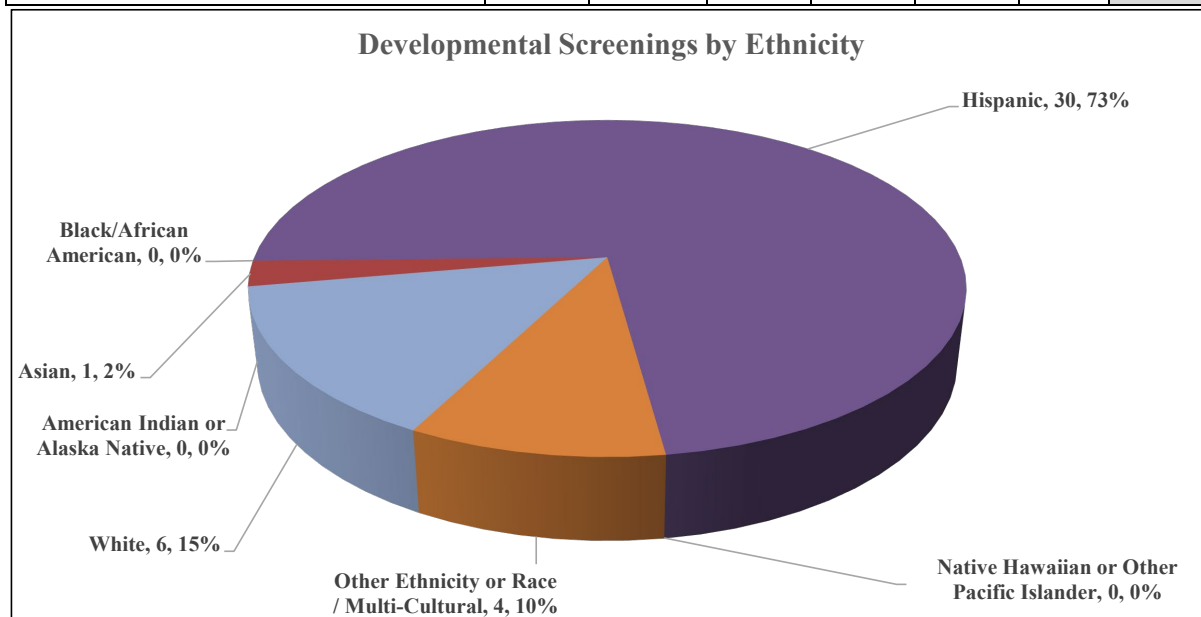
Related Guiding Principles

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

Fiscal Year 2023-24

Developmental Screenings by Ethnicity	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
American Indian or Alaska Native	0	0				
Asian	1	0				
Black/African American	0	0				
Hispanic	13	17				
Native Hawaiian or Other Pacific Islander	0	0				
Other Ethnicity or Race / Multi-Cultural	2	2				
White	3	3				
Total Number Screened	19	22				
Total Number Referred to RCOC	7	9				

Developmental Screenings by Ethnicity	Jan.	Feb.	Mar.	Apr.	May	June	Total
American Indian or Alaska Native							0
Asian							1
Black/African American							0
Hispanic							30
Native Hawaiian or Other Pacific Islander							0
Other Ethnicity or Race / Multi-Cultural							4
White							6
Total Number Screened	0	0	0	0	0	0	41
Total Number Referred to RCOC							16

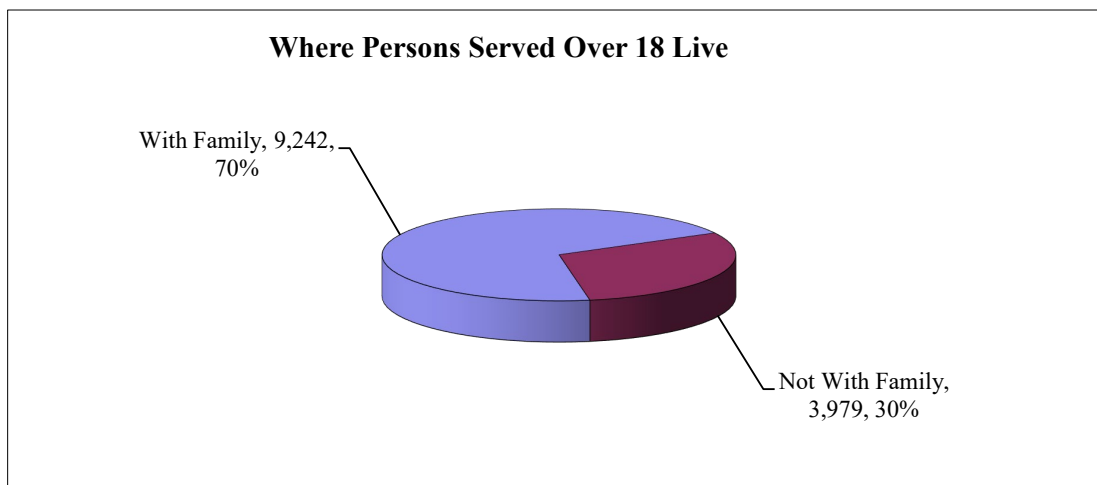
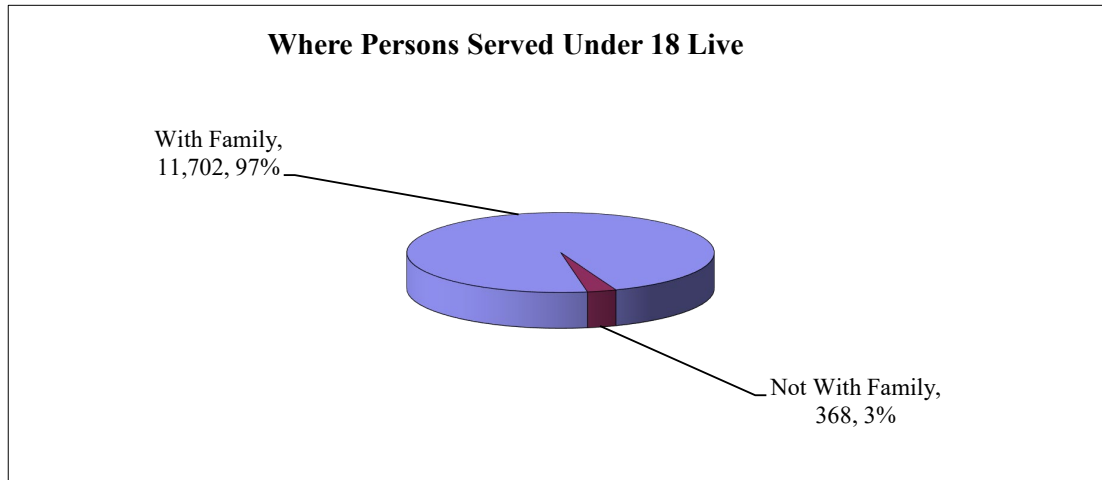


LIVING OPTIONS

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.*

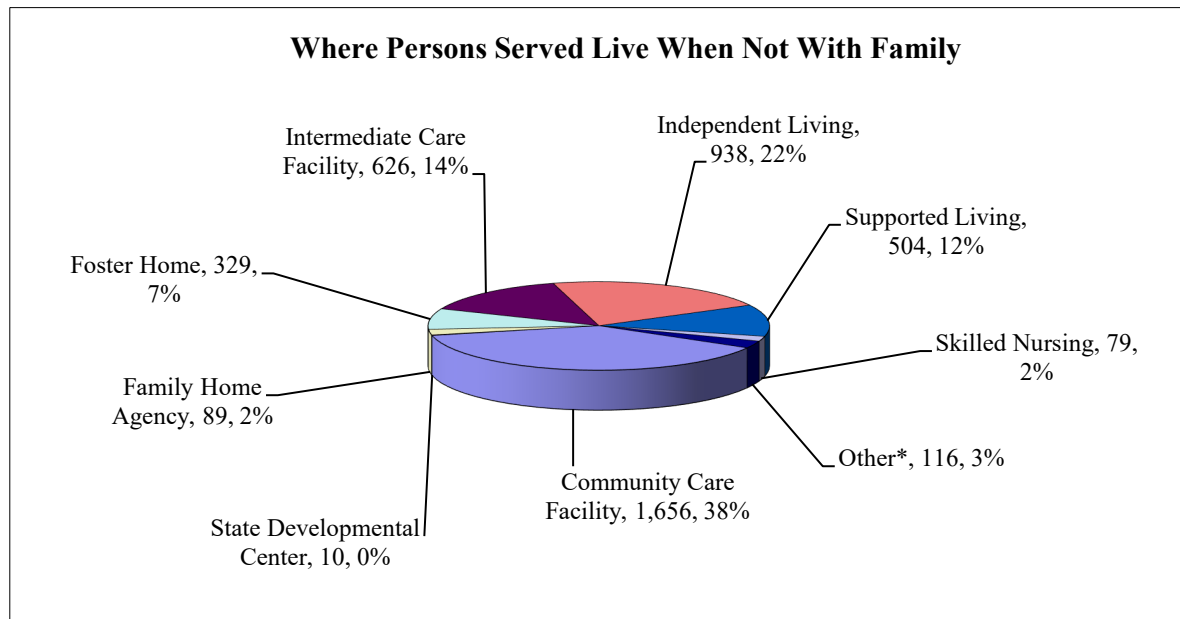
Where Persons Served Live	Persons Served All	Persons Served Under 18	Persons Served Over 18
With Family	20,944	11,702	9,242
Not With Family	4,347	368	3,979
Totals	25,291	12,070	13,221



LIVING OPTIONS, continued

Where Persons Served Live	All Persons Served	Persons Served Under 18	Persons Served Over 18
Family Home	20,944	11,702	9,242
Community Care Facility	1,656	18	1,638
State Developmental Center	10	0	10
Family Home Agency	89	0	89
Foster Home	329	322	7
Intermediate Care Facility	626	3	623
Independent Living	938	0	938
Supported Living	504	0	504
Skilled Nursing	79	0	79
Other*	116	25	91
Total	25,291	12,070	13,221

Other*			
Acute General Hospital	5	0	5
California Youth Authority	1	1	0
Community Treatment	2	1	1
Correctional Institution	1	0	1
County Jail	3	2	1
Other	0	0	0
Out of State	5	4	1
Psychiatric Treatment	17	2	15
Rehabilitation Center	7	0	7
SDC / State Hospital	8	0	8
Sub-Acute	39	13	26
Transient / Homeless	13	1	12
Total, Other*	101	24	77



LIVING OPTIONS, continued

Other Living Options

Family Home Agency

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

Foster Family Agency

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

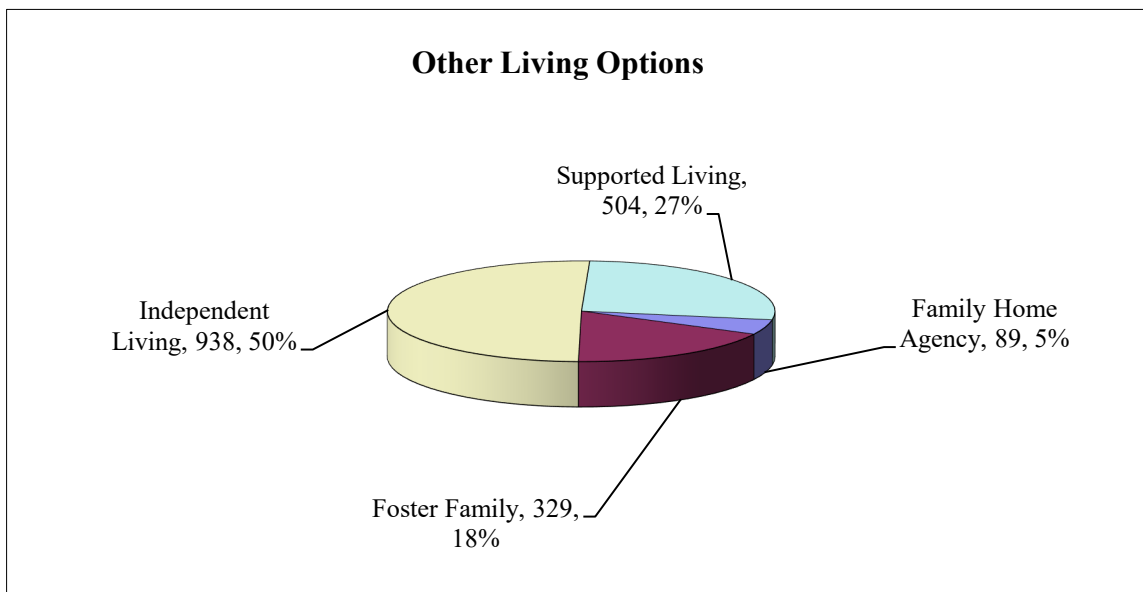
Independent Living

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

Supported Living

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

Other Living Options	Total	Under 18	Over 18
Family Home Agency	89	0	89
Foster Family	329	322	7
Independent Living	938	0	938
Supported Living	504	0	504
Total	1,860	322	1,538



LIVING OPTIONS, continued

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

Health Licensed Facilities

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

General Acute Care Hospitals,
Acute Psychiatric Hospitals,
Skilled Nursing Facilities,
Intermediate Care Facilities,
Intermediate Care Facility – Developmentally Disabled,
Intermediate Care Facility – Developmentally Disabled, – Habilitative,
Intermediate Care Facility – Developmentally Disabled, – Nursing,
Home Health Agencies and
Congregate Living Health Facilities.

Community Care Licensed Facilities

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

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

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

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

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

LIVING OPTIONS, continued

Persons Served Who Reside in Licensed Facilities Funded by RCOC
Fiscal Year 2023-24

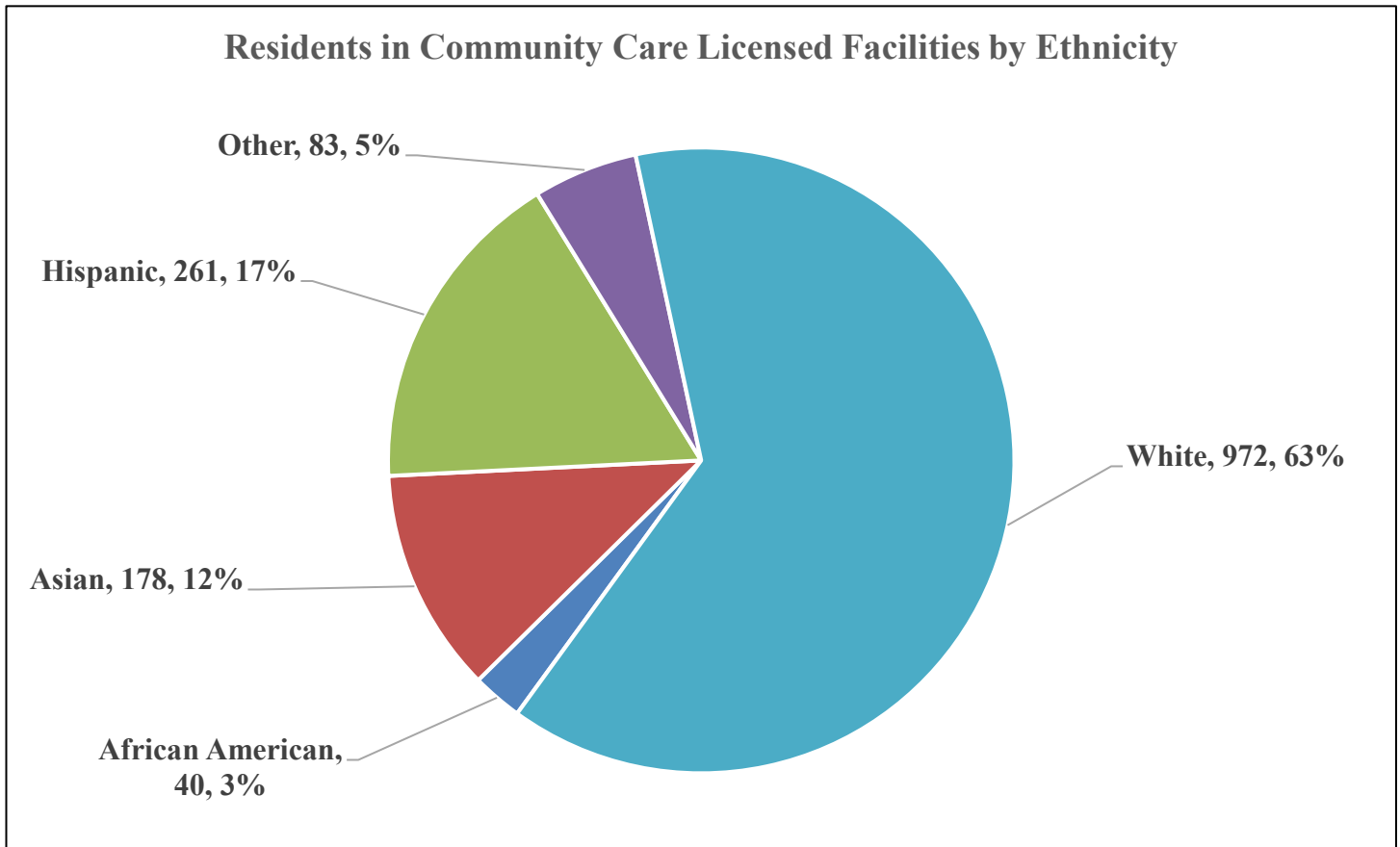
Licensed Facilities	Total	Over 18	Under 18
Level 2	176	176	0
Level 3	255	255	0
Level 4A	32	32	0
Level 4B	4	4	0
Level 4C	49	49	0
Level 4D	37	37	0
Level 4E	18	18	0
Level 4F	58	58	0
Level 4G	32	32	0
Level 4H	1	1	0
Level 4I	316	316	0
Elderly	1	1	0
ICF/DD-H	1	1	0
ICF/DD-N	2	2	0
ICF/DD	0	0	0
Skilled Nursing	0	0	0
Total	982	982	0

Licensed Facilities Summary	Total	Over 18	Under 18
Level 2	176	176	0
Level 3	255	255	0
Level 4	547	547	0
ICF/DD-H	1	1	0
ICF/DD-N	2	2	0
Elderly	1	1	0
Skilled Nursing	0	0	0
Total	982	982	0

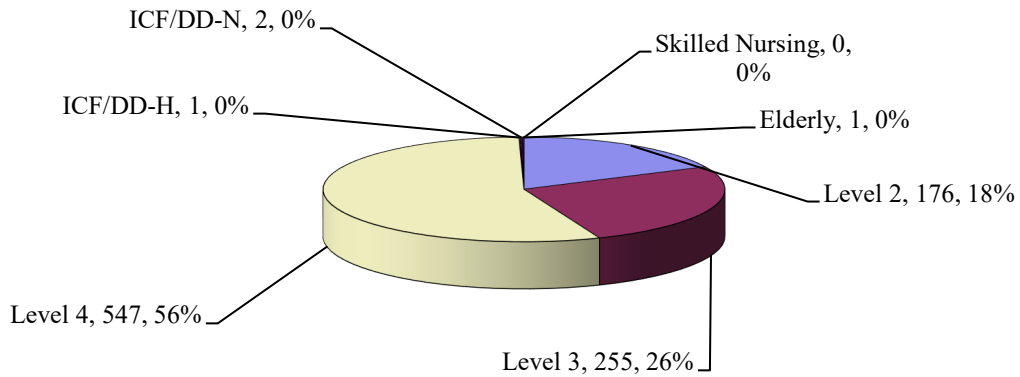
LIVING OPTIONS, continued

Persons Served Who Reside in Licensed Facilities Funded by RCOC by Ethnicity
Fiscal Year 2023-24

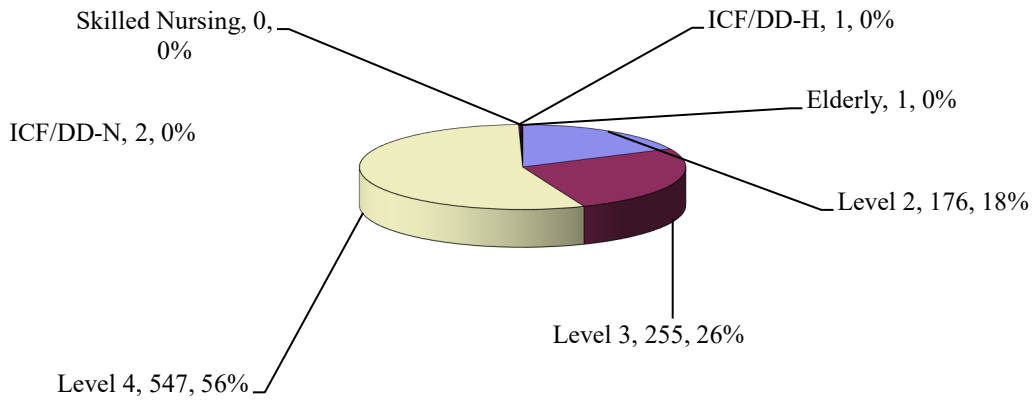
Licensed Facilities	African American	Asian	Hispanic	Other	White	Total
Level 2	10	23	56	12	207	308
Level 3	11	35	65	22	225	358
Level 4A	0	5	6	2	24	37
Level 4B	0	1	0	0	6	7
Level 4C	3	11	11	2	59	86
Level 4D	0	10	6	2	28	46
Level 4E	0	4	9	2	18	33
Level 4F	3	12	8	2	41	66
Level 4G	0	8	3	2	44	57
Level 4H	0	0	2	0	1	3
Level 4I	13	69	95	37	319	533
Total	40	178	261	83	972	1,534



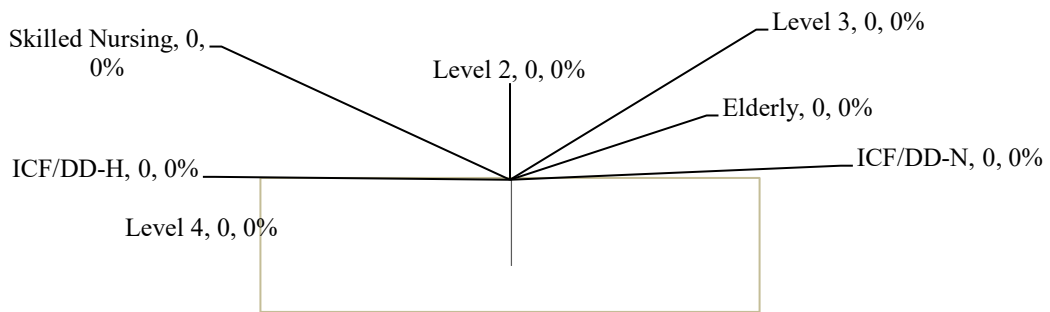
**Persons Served Who Reside in Licensed Facilities
Services Funded by RCOC**



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



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

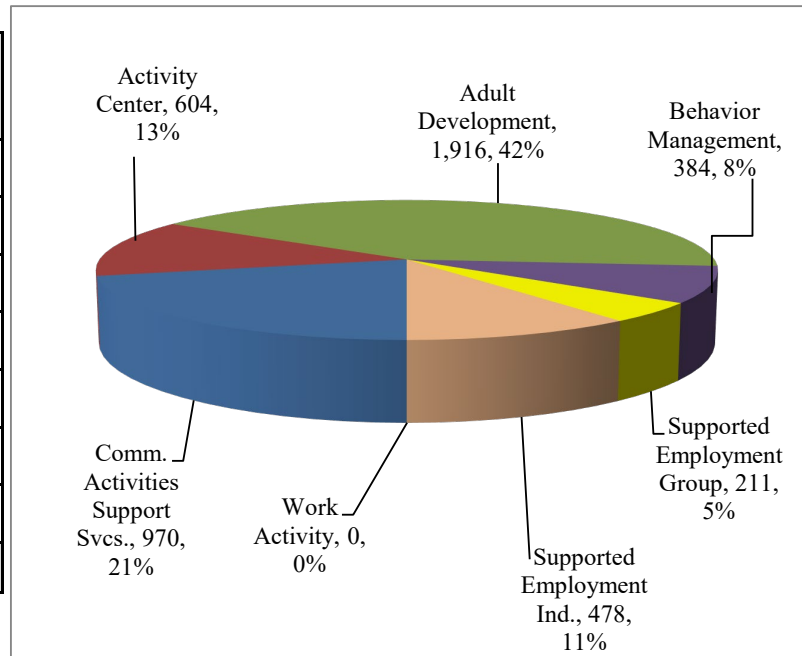


WORK

Related Guiding Principle

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

Adult Day & Employment Services	Persons Served Over 18
Comm. Activities Support Svcs.	970
Activity Center	604
Adult Development	1,916
Behavior Management	384
Supported Employment Group	211
Supported Employment Ind.	478
Work Activity	0
Total	4,563



Definitions:

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

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

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

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

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

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

SERVICE PLANNING AND COORDINATION

Related Guiding Principles

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

Service Coordination

Fiscal Year 2023-24

Service Coordination:	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Number of Service Coordinators (SC)	322.0	359.4				
Number of Case-Carrying SCs	296.4	328.8				
Number of Intake SCs	25.7	30.7				
Number of Active Persons Served	23,980	25,484				
Caseload Ratio, # of Active Persons Served/SCs	80.9	77.5				

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

SERVICE PLANNING AND COORDINATION continued

Fair Hearings
Fiscal Year 2023-24

	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June
Number of Unsettled Hearing Requests*	26	22										
Eligibility - Lanterman	10	6										
Behavioral services	1											
Respite	1											
Day Care												
Self Determination Budget	2	3										
Personal Assistance												
Other**	6	3										

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

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

Number of New Hearing Requests Filed*	13	7										
Eligibility - Lanterman	6	4										
Eligibility - Early Start												
Behavioral services	1											
Respite												
Day Care												
Social/Recreational												
Social Skills Training												
SDP	2	1										
Personal Assistance												
Other**	4	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.

Number of All Meetings Held	4	9										
Number of Informal Meetings Held	4	6										
Number of Mediations Held		3										
Number of SLFHs Held												

Number of Requests in Scheduling*	13	6										
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* Meetings in process of being scheduled; meetings on schedule but not yet held; meetings scheduled but not held due to continuances.

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

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

State Level Fair Hearing Decisions

Prevailing Party												
Person Served/Family												
RCOC	1											
Split												

ADMINISTRATION AND GOVERNANCE

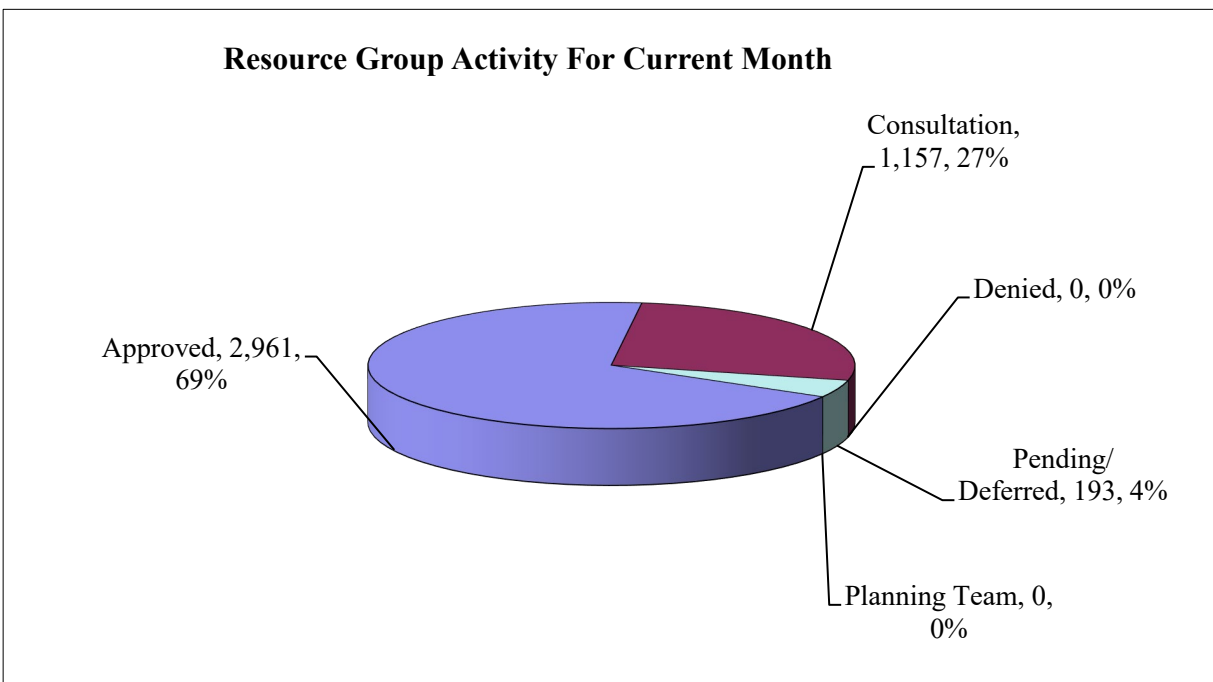
Guiding Principle

- 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 August 2023 and Fiscal Year to Date

Disposition	Approved	Consultation	Denied	Pending/Deferred	Planning Team	Total
Adult Day	692	374	0	65	0	1,131
Behavioral	96	68	0	18	0	182
Education	0	0	0	0	0	0
Eligibility/Health	74	6	0	6	0	86
Early Start	562	156	0	27	0	745
Living Options	254	180	0	4	0	438
Supported/Ind.	257	163	0	29	0	449
All Others	1026	210	0	44	0	1,280
Monthly Total	2,961	1,157	0	193	0	4,311

FY 2022-23 Total to Date	31,845	13,985	0	2,063	0	47,893
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Operations Report Summary - August 2023

About Persons Served	Early Start	Medicaid Waiver	All Other	SDC	Total	Under 18	Over 18
Number of Persons Served	3,694	8,792	11,492	10	23,988	12,070	13,221
<i>Percentage of Total</i>	<i>15%</i>	<i>37%</i>	<i>48%</i>	<i>0%</i>	<i>100%</i>	<i>50%</i>	<i>55%</i>

Children served in Prevention Resource and Referral Services	458
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Persons Served by Residence Status	All	Under 18	Over 18
Family Home	20,944	11,702	9,242
Community Care Facility	1,656	18	1,638
State Developmental Center	10	0	10
Family Home Agency	89	0	89
Foster Home	329	322	7
Intermediate Care Facility	626	3	623
Independent Living	938	0	938
Supported Living	504	0	504
Skilled Nursing	79	0	79
Other	116	25	91
Total	25,291	12,070	13,221

Special Incident Investigations	Year to Date
AWOL	13
Abuse	25
Neglect	60
Injury	41
Hospitalizations - Total	57
Death	28
Victim of crime	2
Arrest	1
Rights	76
Total	303

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	203	12	191
Total Community Care Facilities	353	12	341

Licensed Facility Monitoring	Year to Date
Annual Review	77
Unannounced	162
Total Number of Reviews	239
Provider Trainings	0
Technical Support	536
Corrective Action Plans	7

Intermediate Care Facilities (ICF)

ICF-DD	0
ICF-DD/Habilitation	71
ICF-DD/Nursing	40
Total ICF Facilities	111

Number of Audits	13
Amount of Recovery from Audits	\$62,604

Total Licensed Facilities	464
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Summary of Information About Persons Served - September 2023

NUMBER OF PERSONS SERVED	25,291	100%
Children - Birth to Age Three Receiving Early Start Services	3,675	15%
Children - Ages Three to Five Receiving Provisional Services	460	2%
Children - Ages Three to 17 Receiving Lanterman Services	7,935	31%
Adults - Ages 18 and Older Receiving Lanterman Services	13,221	52%

Children - Birth to Age Three Receiving Prevention Resource and Referral Services	520
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Children and Adults - Ages Three and Older Receiving Lanterman Services with the Following Diagnoses:

Intellectual Disability	11,543	60%
Epilepsy	2,866	14%
Cerebral Palsy	2,535	13%
Autism	9,876	44%
Fifth Category*	1,936	9%

* condition closely related to intellectual disability and requiring similar treatment

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

NUMBER OF PERSONS REQUESTING ELIGIBILITY DETERMINATION	515
Early Start / Under Age Three / 45 days to complete determination	249 / 48%
Lanterman / Over Age Three / 120 days to complete determination	59 / 11%
Provisional / Up to Age Five / 90 days to complete determination	2 / 0%

NUMBER OF PERSONS DETERMINED ELIGIBLE	151
Children - Birth to Age Three Eligible for Early Start Services	0
Children and Adults - Ages Three and Older Eligible for Lanterman Services	87
<ul style="list-style-type: none"> • Number of children who received Early Start services 	38
<ul style="list-style-type: none"> • Number of children who received Early Start services and had a diagnosis of autism 	26
Children - Birth to Age Three Eligible for Prevention Resource and Referral Services	0

NUMBER OF CHILDREN NO LONGER ELIGIBLE FOR EARLY START OR PREVENTION RESOURCE AND REFERRAL SERVICES	140
Children - Age Three No Longer Eligible for Early Start Services	140
Children - Age Three No Longer Eligible for Prevention Resource and Referral Services	0

REGIONAL CENTER OF ORANGE COUNTY



OPERATIONS REPORT

SEPTEMBER 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 2023-24

Type and Number of Reviews	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Annual Review	43	34	33			
Unannounced	92	70	53			
Total Number of Reviews	135	104	86			

Provider Trainings	0	0	0			
Technical Support	325	211	133			
Corrective Action Plans	0	7	0			
Special Incident Investigations*	9	3	4			
COVID-19 Checklist	0	0	0			

Type and Number of Reviews	Jan.	Feb.	Mar.	Apr.	May	June	Total
Annual Review							110
Unannounced							215
Total Number of Reviews							325

Provider Trainings							0
Technical Support							669
Corrective Action Plans							7
Special Incident Investigations*							16

* California Code of Regulations, Title 17, Division 2, Chapter 3 - Community Services SubChapter 2 - Vendorization Article 2 - Vendorization Process, Section 54327 requires all vendors, excluding parents and consumers, to report the following special incidents.

Type of Special Incidents (from California Code of Regulations, Title 17)

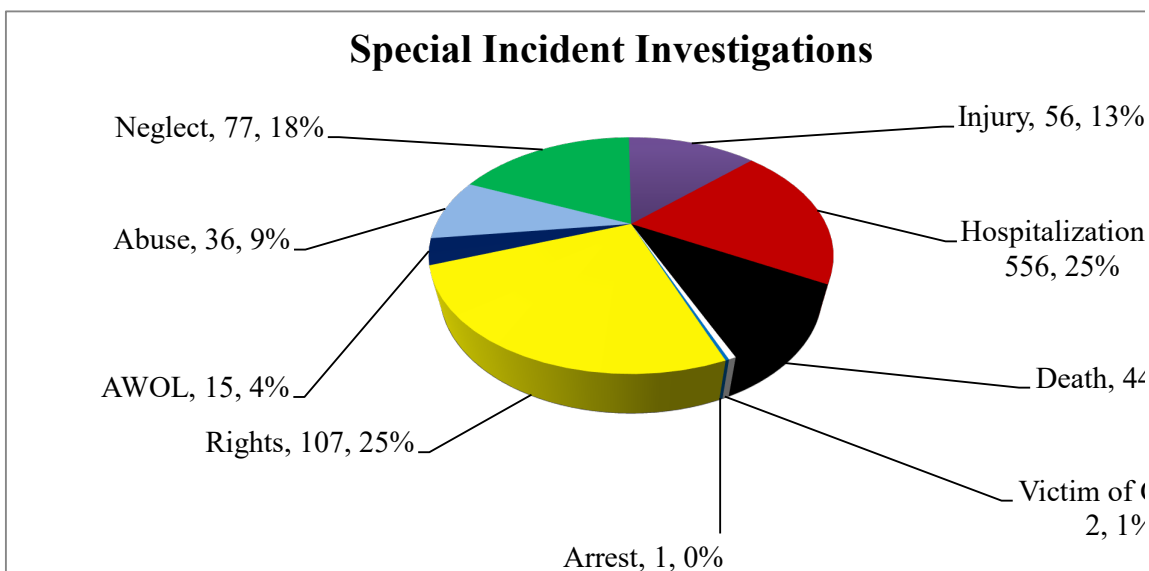
- (A) The consumer is missing and the vendor or long-term health care facility has filed a missing persons report with a law enforcement agency;
 - (B) Reasonably suspected abuse/exploitation including:
 - 1. Physical;
 - 2. Sexual;
 - 3. Fiduciary;
 - 4. Emotional/mental; or
 - 5. Physical and/or chemical restraint.
 - (C) Reasonably suspected neglect including failure to:
 - 1. Provide medical care for physical and mental health needs;
 - 2. Prevent malnutrition or dehydration;
 - 3. Protect from health and safety hazards;
 - 4. Assist in personal hygiene or the provision of food, clothing or shelter or
 - 5. Exercise the degree of care that a reasonable person would exercise in the position of having the care and custody of an elder or a dependent adult.
 - (D) A serious injury/accident including:
 - 1. Lacerations requiring sutures or staples;
 - 2. Puncture wounds requiring medical treatment beyond first aid;
 - 3. Fractures;
 - 4. Dislocations;
 - 5. Bites that break the skin and require medical treatment beyond first aid;
 - 6. Internal bleeding requiring medical treatment beyond first aid;
 - 7. Any medication errors;
 - 8. Medication reactions that require medical treatment beyond first aid; or
 - 9. Burns that require medical treatment beyond first aid.
 - (E) Any unplanned or unscheduled hospitalization due to the following conditions:
 - 1. Respiratory illness, including but not limited, to asthma; tuberculosis; and chronic obstructive pulmonary disease;
 - 2. Seizure-related;
 - 3. Cardiac-related, including but not limited to, congestive heart failure; hypertension; and angina;
 - 4. Internal infections, including but not limited to, ear, nose and throat; gastrointestinal; kidney; dental; pelvic; or urinary tract;
 - 5. Diabetes, including diabetes-related complications;
 - 6. Wound/skin care, including but not limited to, cellulitis and decubitus;
 - 7. Nutritional deficiencies, including but not limited to, anemia and dehydration; or
 - 8. Involuntary psychiatric admission;
- (2) The following special incidents regardless of when or where they occurred:
- (A) The death of any consumer, regardless of cause;
 - (B) The consumer is the victim of a crime including the following:
 - 1. Robbery, including theft using a firearm, knife, or cutting instrument or other dangerous weapons or methods which force or threaten a victim;
 - 2. Aggravated assault, including a physical attack on a victim using hands, fist, feet or a firearm, knife or cutting instrument or other dangerous weapon;
 - 3. Larceny, including the unlawful taking, carrying, leading, or riding away of property, except for motor vehicles, from the possession or constructive possession of another person;
 - 4. Burglary, including forcible entry; unlawful non-forcible entry; and, attempted forcible entry of a structure to commit a felony or theft therein;
 - 5. Rape, including rape and attempts to commit rape.

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

Type and Number of Special Incident Investigations
Fiscal Year 2023-24

Type of Incident	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
AWOL	4	9	2			
Abuse	9	16	11			
Neglect	44	16	17			
Injury	16	25	15			
Hospitalizations - Total	28	29	27			
<i>Psychiatric</i>	7	3	2			
<i>Medical</i>	21	26	25			
Death	17	11	16			
Victim of crime	1	1	0			
Arrest	1	0	0			
Rights	69	7	31			
Total	189	114	119	0	0	0

Type of Incident	Jan.	Feb.	Mar.	Apr.	May	June	Total
AWOL							15
Abuse							36
Neglect							77
Injury							56
Hospitalizations - Total							84
<i>Psychiatric</i>							12
<i>Medical</i>							72
Death							44
Victim of Crime							2
Arrest							1
Rights							107
Total	0	0	0	0	0	0	422



COMMUNITY LIFE continued

Provider Audits
Fiscal Year 2023-24

Number of Audits / Appeals / Recoveries

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

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

State Appeal		0				
Recovery		4				

Audit Findings (Dollar Amount)

Amount of Recovery	\$0.00	\$62,604.00	\$0.00	\$0.00	\$0.00	\$0.00
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Type of Audit	Jan.	Feb.	Mar.	Apr.	May	June	Total
Service Billing							1
Staffing							3
Level 4I Consultant							1
P&I (consumer funds)							2
Total Number of Audits							7

Number of Appeals / Recoveries

State Appeal							0
Recovery							4

Audit Findings (Dollar Amount)

Amount of Recovery	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,604.00
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FAMILY SUPPORTS

Related Guiding Principles

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

Fiscal Year 2023-24

Number of Authorizations for Voucher Services

Type of Service	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Day Care - Family Member	81	84	78			
Diapers - Family Member	7	3	3			
Nursing Service - Family Member	47	51	52			
Respite Service - Family Member	665	656	661			
Transportation - Family Member	202	208	210			
Total Number of Voucher Authorizations	1,002	1,002	1,004	0	0	0

Number of Authorizations for Voucher Services

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

FAMILY SUPPORTS

Related Guiding Principles

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

Notifications of Community Events and Activities

Fiscal Year 2023-24

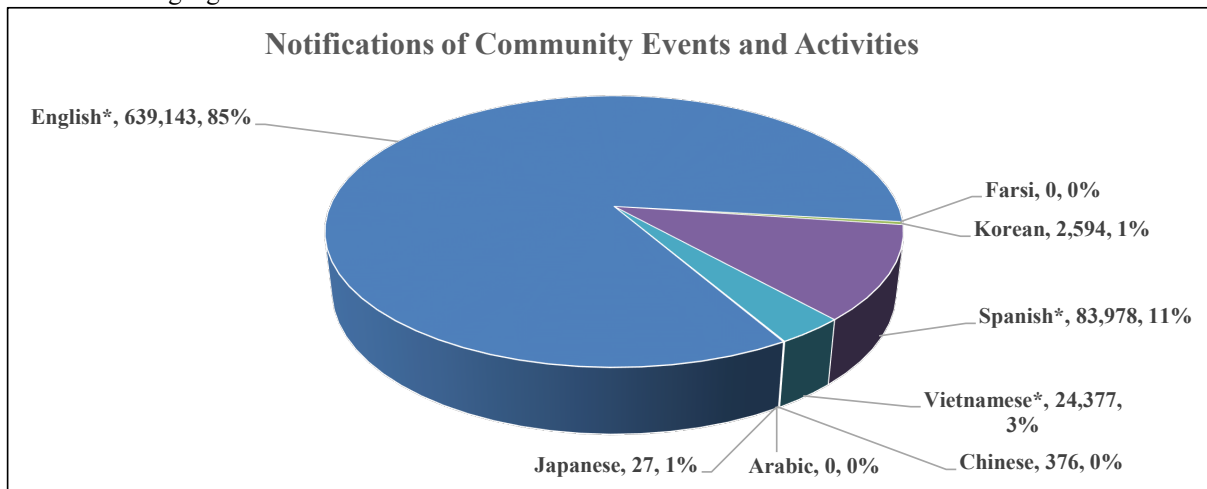
Number of Notifications

Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
English*	153,968	221,278	263,897			
Farsi						
Korean	555	200	1,839			
Spanish*	8,000	39,791	36,187			
Vietnamese*	9,234	2,792	12,351			
Chinese			376			
Japanese			27			
Arabic						
Total Number of Notifications	171,757	264,061	314,677	0	0	0

Number of Notifications

Language	Jan.	Feb.	Mar.	Apr.	May	June	Total
English*							639,143
Farsi							0
Korean							2,594
Spanish*							83,978
Vietnamese*							24,377
Chinese							376
Japanese							27
Arabic							0
Total Number of Notifications	0	0	0	0	0	0	750,495

* Threshold languages for RCOC



FAMILY SUPPORTS

Related Guiding Principles

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

Community Outreach

Fiscal Year 2023-24

Number of Outreach Events

Type of Outreach / Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
In Person/Zoom						
English	13	7	7			
Spanish	1	3	3			
Vietnamese		3	2			
Other Languages			1			
In Print						
English		2				
Spanish		1				
Vietnamese		1				
Other Languages						
TV / Radio						
English	2					
Spanish						
Vietnamese	5	4	4			
Other Languages						
Total Number of Outreach Events	21	21	17	0	0	0

Number of Outreach Events

Language	Jan.	Feb.	Mar.	Apr.*	May*	June*	Total
In Person							
English							27
Spanish							7
Vietnamese							5
Other Languages							0
In Print							
English							2
Spanish							1
Vietnamese							1
Other Languages							0
TV / Radio							
English							2
Spanish							0
Vietnamese							13
Other Languages							0
Total Number of Outreach Events	0	0	0	0	0	0	59

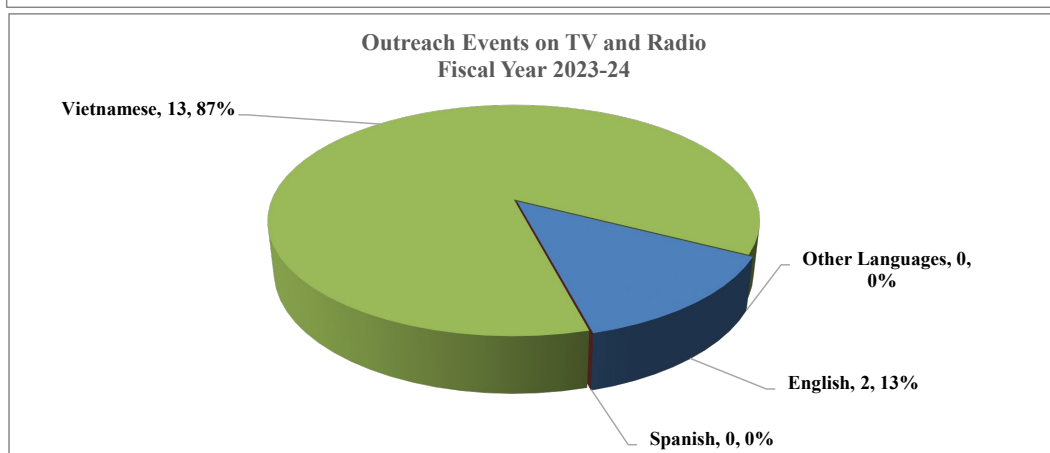
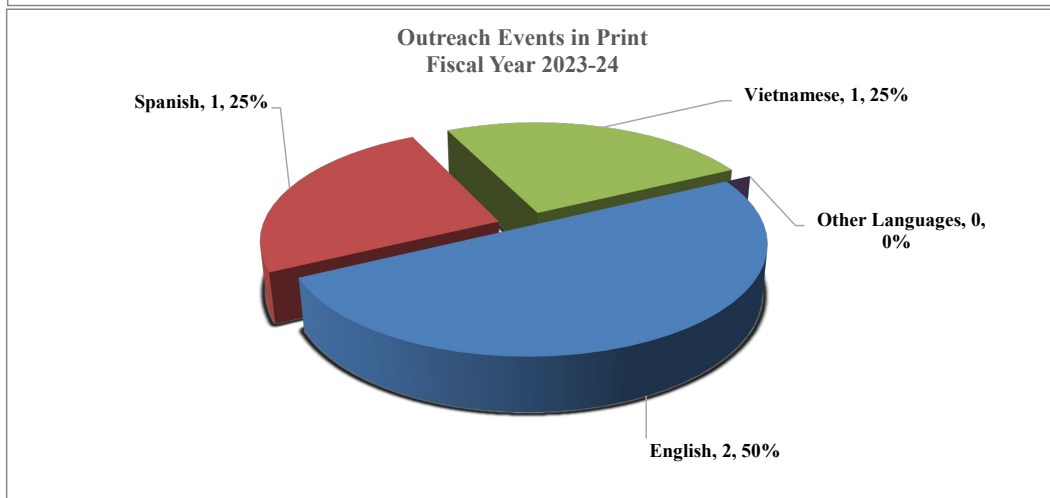
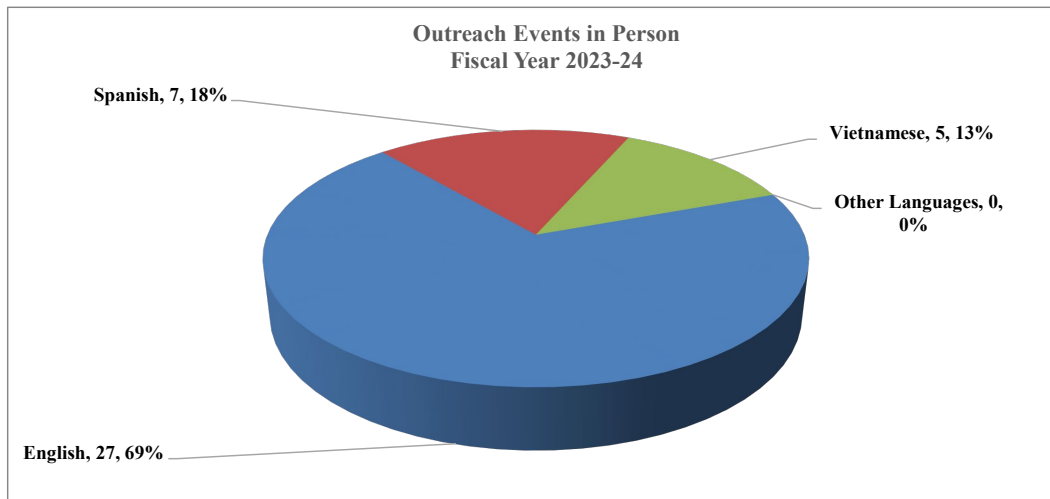
* Virtual Meetings

FAMILY SUPPORTS

Related Guiding Principles

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

Community Outreach Events in Person, in Print, on TV and Radio Fiscal Year 2023-24



EARLY INTERVENTION / PREVENTION

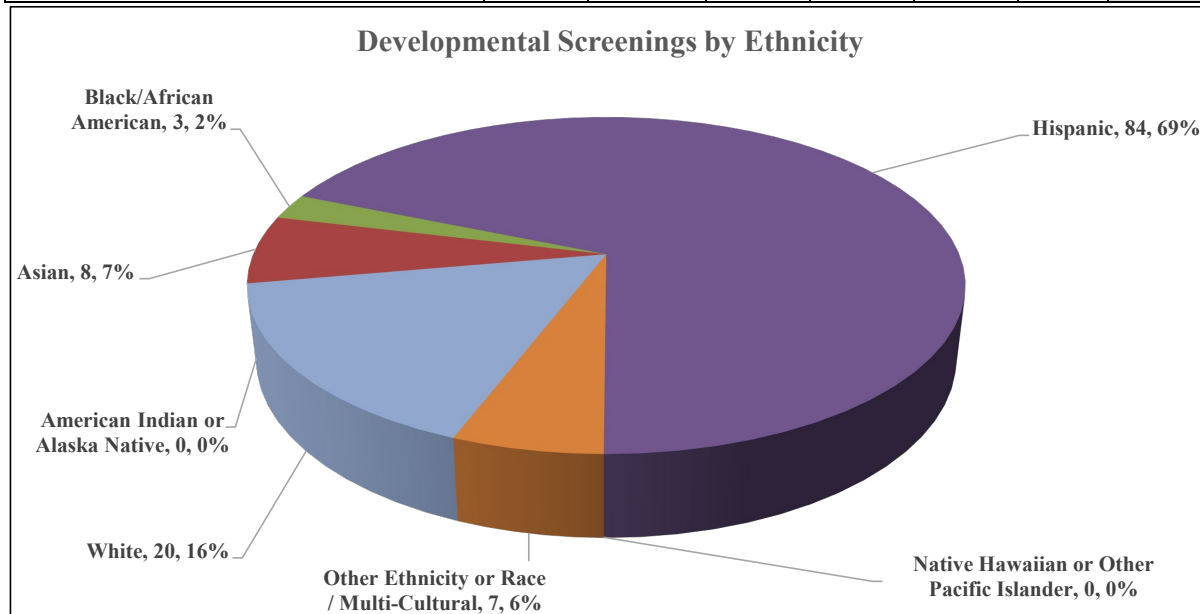
Related Guiding Principles

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

Fiscal Year 2023-24

Developmental Screenings by Ethnicity	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
American Indian or Alaska Native	0	0	0			
Asian	1	0	7			
Black/African American	0	0	3			
Hispanic	13	17	54			
Native Hawaiian or Other Pacific Islander	0	0	0			
Other Ethnicity or Race / Multi-Cultural	2	2	3			
White	3	3	14			
Total Number Screened	19	22	81			
Total Number Referred to RCOG	7	9	24			

Developmental Screenings by Ethnicity	Jan.	Feb.	Mar.	Apr.	May	June	Total
American Indian or Alaska Native							0
Asian							8
Black/African American							3
Hispanic							84
Native Hawaiian or Other Pacific Islander							0
Other Ethnicity or Race / Multi-Cultural							7
White							20
Total Number Screened	0	0	0	0	0	0	122
Total Number Referred to RCOG							40

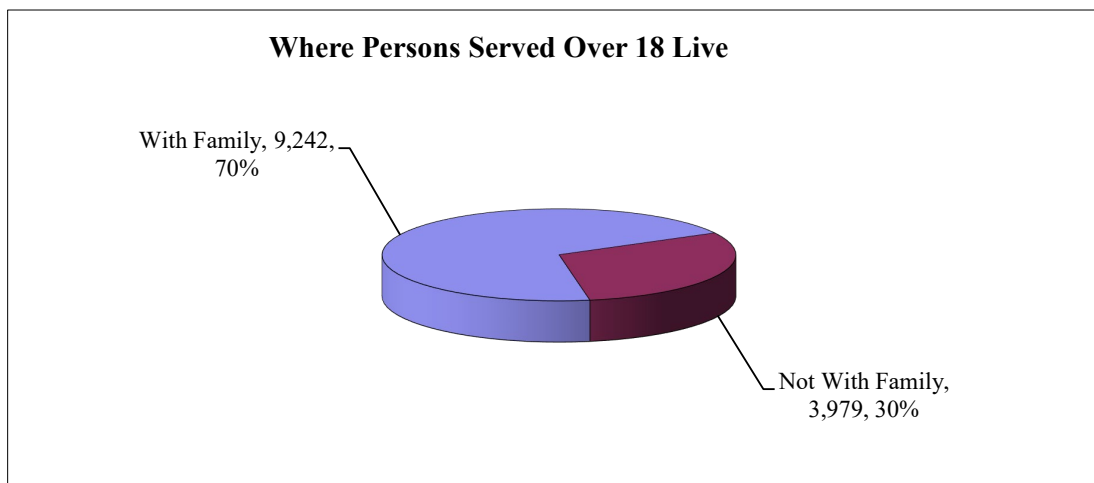
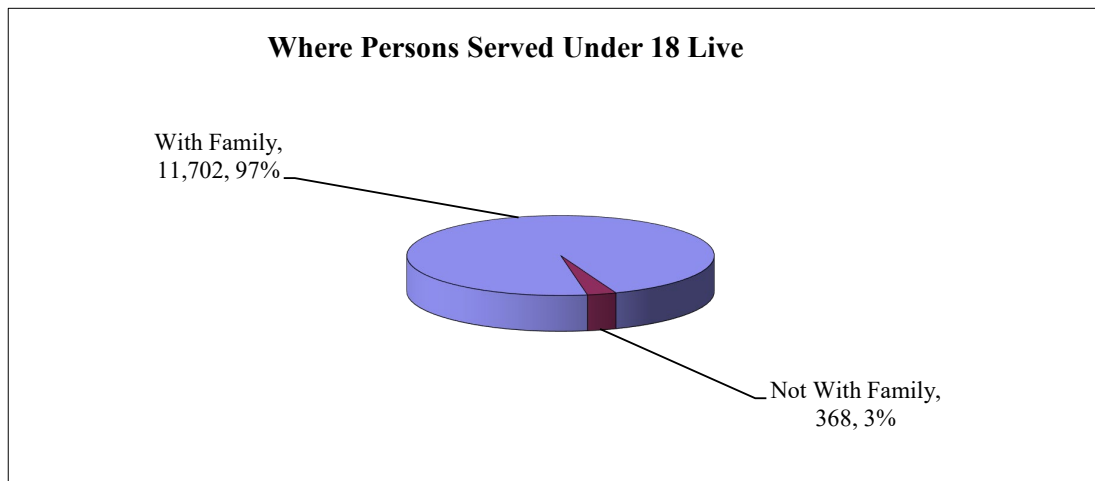


LIVING OPTIONS

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.*

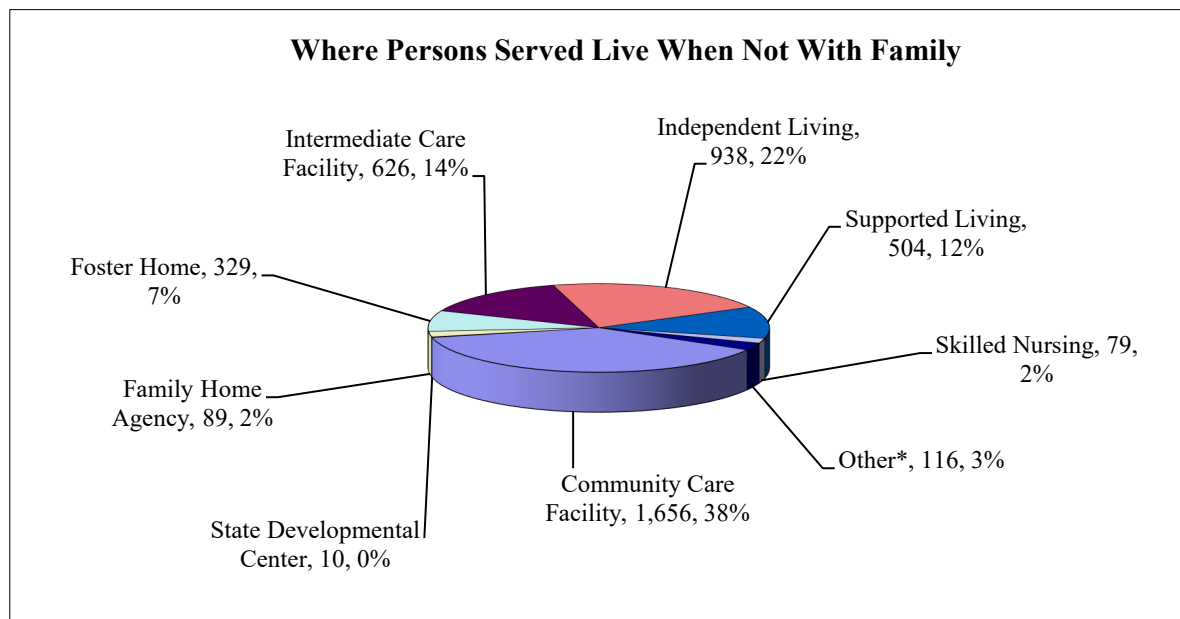
Where Persons Served Live	Persons Served All	Persons Served Under 18	Persons Served Over 18
With Family	20,944	11,702	9,242
Not With Family	4,347	368	3,979
Totals	25,291	12,070	13,221



LIVING OPTIONS, continued

Where Persons Served Live	All Persons Served	Persons Served Under 18	Persons Served Over 18
Family Home	20,944	11,702	9,242
Community Care Facility	1,656	18	1,638
State Developmental Center	10	0	10
Family Home Agency	89	0	89
Foster Home	329	322	7
Intermediate Care Facility	626	3	623
Independent Living	938	0	938
Supported Living	504	0	504
Skilled Nursing	79	0	79
Other*	116	25	91
Total	25,291	12,070	13,221

Other*			
Acute General Hospital	5	0	5
California Youth Authority	1	1	0
Community Treatment	2	1	1
Correctional Institution	1	0	1
County Jail	3	2	1
Other	0	0	0
Out of State	5	4	1
Psychiatric Treatment	17	2	15
Rehabilitation Center	7	0	7
SDC / State Hospital	8	0	8
Sub-Acute	39	13	26
Transient / Homeless	13	1	12
Total, Other*	101	24	77



LIVING OPTIONS, continued

Other Living Options

Family Home Agency

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

Foster Family Agency

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

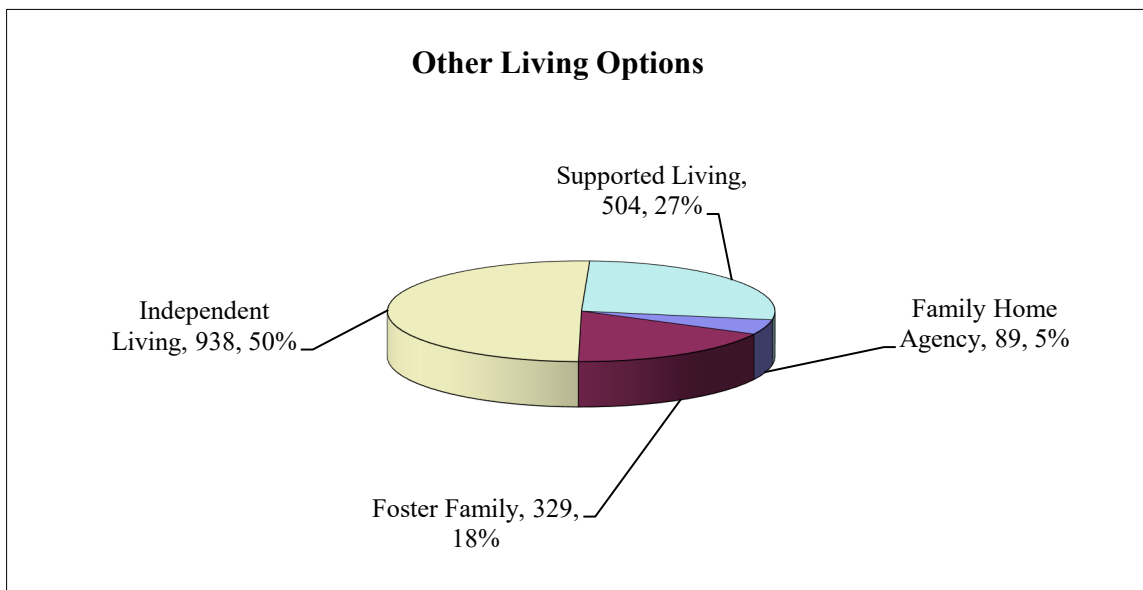
Independent Living

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

Supported Living

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

Other Living Options	Total	Under 18	Over 18
Family Home Agency	89	0	89
Foster Family	329	322	7
Independent Living	938	0	938
Supported Living	504	0	504
Total	1,860	322	1,538



LIVING OPTIONS, continued

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

Health Licensed Facilities

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

General Acute Care Hospitals,
Acute Psychiatric Hospitals,
Skilled Nursing Facilities,
Intermediate Care Facilities,
Intermediate Care Facility – Developmentally Disabled,
Intermediate Care Facility – Developmentally Disabled, – Habilitative,
Intermediate Care Facility – Developmentally Disabled, – Nursing,
Home Health Agencies and
Congregate Living Health Facilities.

Community Care Licensed Facilities

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

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

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

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

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

LIVING OPTIONS, continued

Persons Served Who Reside in Licensed Facilities Funded by RCOC
Fiscal Year 2023-24

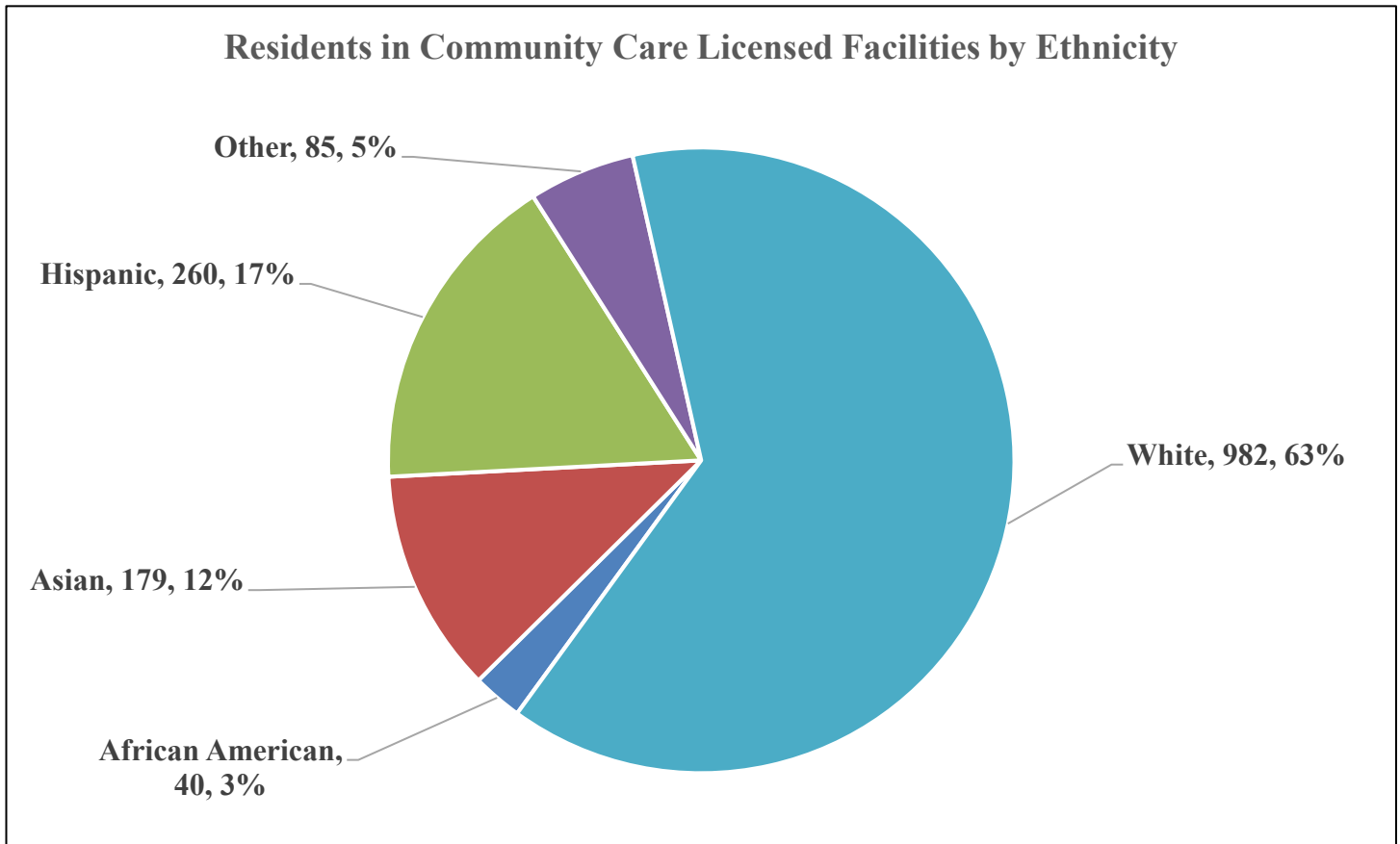
Licensed Facilities	Total	Over 18	Under 18
Level 2	175	175	0
Level 3	254	254	0
Level 4A	32	32	0
Level 4B	4	4	0
Level 4C	49	49	0
Level 4D	36	36	0
Level 4E	17	17	0
Level 4F	58	58	0
Level 4G	32	32	0
Level 4H	1	1	0
Level 4I	330	330	0
Elderly	1	1	0
ICF/DD-H	2	2	0
ICF/DD-N	2	2	0
ICF/DD	0	0	0
Skilled Nursing	0	0	0
Total	993	993	0

Licensed Facilities Summary	Total	Over 18	Under 18
Level 2	175	175	0
Level 3	254	254	0
Level 4	559	559	0
ICF/DD-H	2	2	0
ICF/DD-N	2	2	0
Elderly	1	1	0
Skilled Nursing	0	0	0
Total	993	993	0

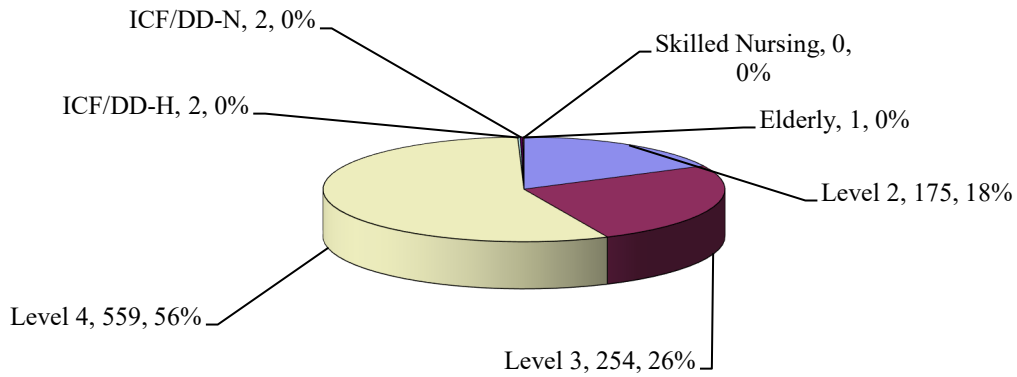
LIVING OPTIONS, continued

Persons Served Who Reside in Licensed Facilities Funded by RCOC by Ethnicity
Fiscal Year 2023-24

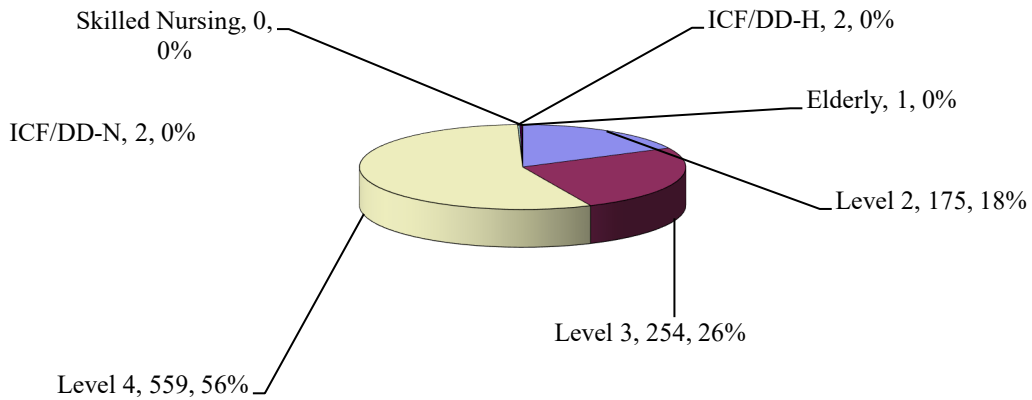
Licensed Facilities	African American	Asian	Hispanic	Other	White	Total
Level 2	10	23	55	12	205	305
Level 3	11	33	65	23	224	356
Level 4A	0	5	6	2	24	37
Level 4B	0	1	0	0	5	6
Level 4C	3	12	11	2	60	88
Level 4D	0	10	6	2	27	45
Level 4E	0	4	9	2	17	32
Level 4F	3	12	8	2	39	64
Level 4G	0	8	3	2	44	57
Level 4H	0	0	2	0	1	3
Level 4I	13	71	95	38	336	553
Total	40	179	260	85	982	1,546



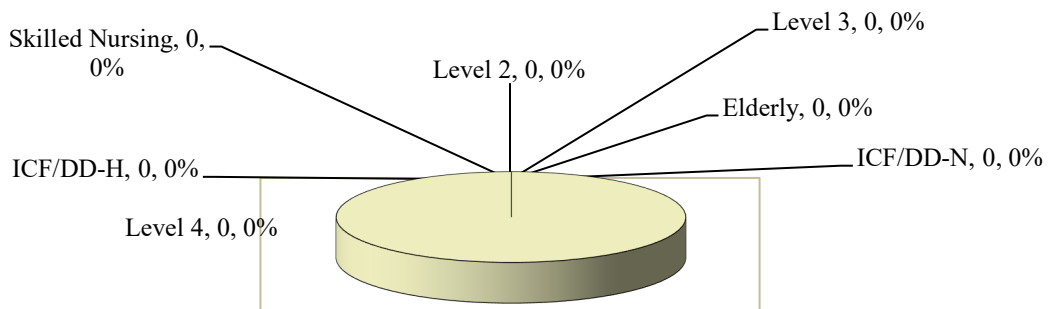
**Persons Served Who Reside in Licensed Facilities
Services Funded by RCOC**



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



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

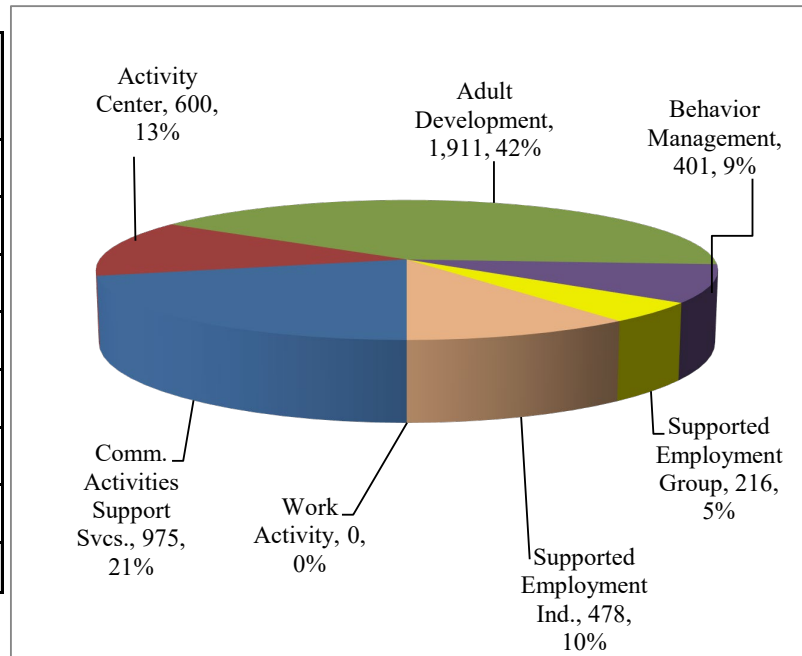


WORK

Related Guiding Principle

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

Adult Day & Employment Services	Persons Served Over 18
Comm. Activities Support Svcs.	975
Activity Center	600
Adult Development	1,911
Behavior Management	401
Supported Employment Group	216
Supported Employment Ind.	478
Work Activity	0
Total	4,581



Definitions:

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

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

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

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

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

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

SERVICE PLANNING AND COORDINATION

Related Guiding Principles

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

Service Coordination

Fiscal Year 2023-24

Service Coordination:	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Number of Service Coordinators (SC)	322.0	359.4	355.8			
Number of Case-Carrying SCs	296.4	328.8	325.3			
Number of Intake SCs	25.7	30.7	30.7			
Number of Active Persons Served	23,980	25,484	25,600			
Caseload Ratio, # of Active Persons Served/SCs	80.9	77.5	78.7			

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

SERVICE PLANNING AND COORDINATION continued

Fair Hearings
Fiscal Year 2023-24

	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June
Number of Unsettled Hearing Requests*	26	22	20									
Eligibility - Lanterman	10	6	6									
Behavioral services	1											
Respite	1		1									
Day Care												
Self Determination Budget	2	3	4									
Personal Assistance												
Other**	6	3	3									

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

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

Number of New Hearing Requests Filed*	13	7	4									
Eligibility - Lanterman	6	4	2									
Eligibility - Early Start												
Behavioral services	1											
Respite												
Day Care												
Social/Recreational												
Social Skills Training												
SDP	2	1	1									
Personal Assistance												
Other**	4	2	1									

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

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

Number of All Meetings Held	4	9	8									
Number of Informal Meetings Held	4	6	5									
Number of Mediations Held		3	3									
Number of SLFHs Held												

Number of Requests in Scheduling*	13	6	4									
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* Meetings in process of being scheduled; meetings on schedule but not yet held; meetings scheduled but not held due to continuances.

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

Number of Requests Settled	9	7	8									
Withdrawn by Person Served/Family	1		1									
Settled in Informal	6	5	4									
Settled after further follow-up by RCOC												
Settled in Mediation	1	2	3									
SLFH Decision	1											

State Level Fair Hearing Decisions

Prevailing Party												
Person Served/Family												
RCOC	1											
Split												

ADMINISTRATION AND GOVERNANCE

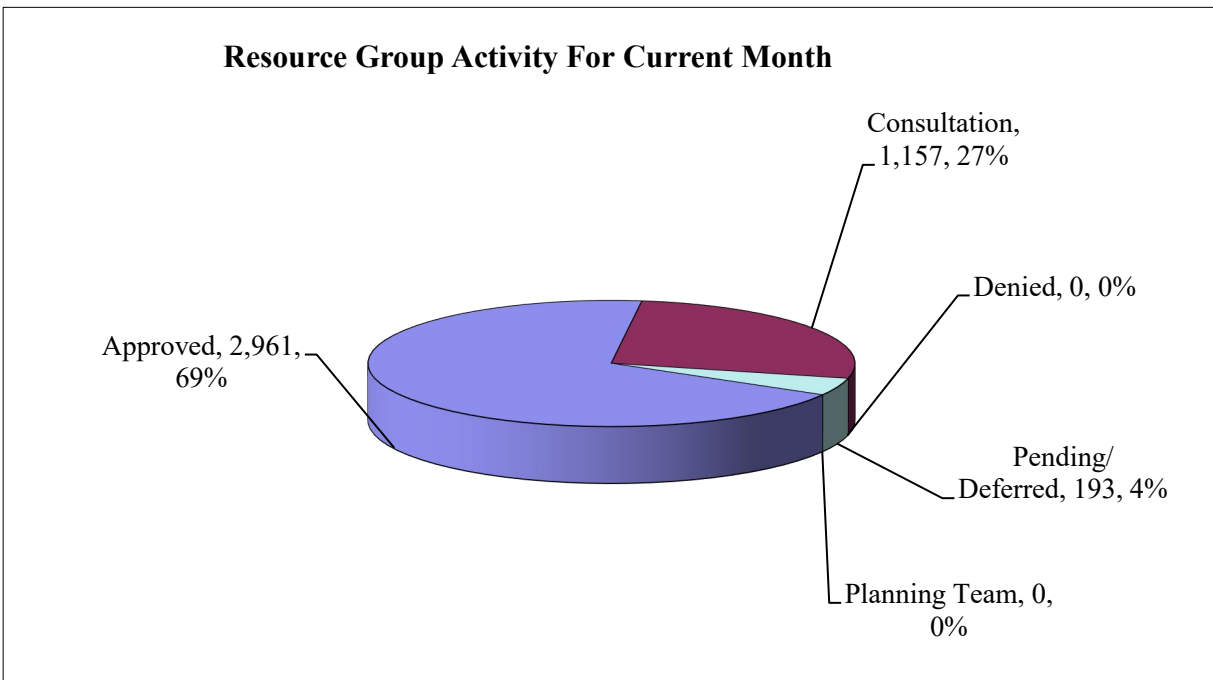
Guiding Principle

- 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 September 2023 and Fiscal Year to Date

Disposition	Approved	Consultation	Denied	Pending/Deferred	Planning Team	Total
Adult Day	692	374	0	65	0	1,131
Behavioral	96	68	0	18	0	182
Education	0	0	0	0	0	0
Eligibility/Health	74	6	0	6	0	86
Early Start	562	156	0	27	0	745
Living Options	254	180	0	4	0	438
Supported/Ind.	257	163	0	29	0	449
All Others	1026	210	0	44	0	1,280
Monthly Total	2,961	1,157	0	193	0	4,311

FY 2022-23 Total to Date	31,845	13,985	0	2,063	0	47,893
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Operations Report Summary - September 2023

About Persons Served	Early Start	Medicaid Waiver	All Other	SDC	Total	Under 18	Over 18
Number of Persons Served	3,675	8,797	11,506	10	23,988	12,070	13,221
<i>Percentage of Total</i>	<i>15%</i>	<i>37%</i>	<i>48%</i>	<i>0%</i>	<i>100%</i>	<i>50%</i>	<i>55%</i>

Children served in Prevention Resource and Referral Services	458
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Persons Served by Residence Status	All	Under 18	Over 18
Family Home	20,944	11,702	9,242
Community Care Facility	1,656	18	1,638
State Developmental Center	10	0	10
Family Home Agency	89	0	89
Foster Home	329	322	7
Intermediate Care Facility	626	3	623
Independent Living	938	0	938
Supported Living	504	0	504
Skilled Nursing	79	0	79
Other	116	25	91
Total	25,291	12,070	13,221

Special Incident Investigations	Year to Date
AWOL	15
Abuse	36
Neglect	77
Injury	56
Hospitalizations - Total	84
Death	44
Victim of crime	2
Arrest	1
Rights	107
Total	422

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	203	12	191
Total Community Care Facilities	353	12	341

Licensed Facility Monitoring	Year to Date
Annual Review	110
Unannounced	215
Total Number of Reviews	325
Provider Trainings	0
Technical Support	669
Corrective Action Plans	7

Intermediate Care Facilities (ICF)

ICF-DD	0
ICF-DD/Habilitation	71
ICF-DD/Nursing	40
Total ICF Facilities	111

Number of Audits	7
Amount of Recovery from Audits	\$62,604

Total Licensed Facilities	464
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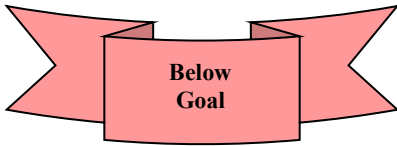
Performance Contract Summary

RCOC as of 09/01/2023	All	RCOC #	Goal	Percentage	# Attained
Developmental Center (DC)	25,477	10	0	0.04%	-10
Children in Foster Homes (FH)	12,217	322	315	2.64%	7
Children Own Home Parent/Guardian	12,217	11,850	11,300	97.00%	550
Total # Children (FH,Parent/Guardian)	12,217	12,172	11,615	99.63%	557
Adult FHA	13,250	89	110	0.67%	-21
Independent Living (IL)	13,250	934	924	7.05%	10
Adults Residing Own Home - Parent	13,250	9,305	9,150	70.23%	155
Supported Living (SL)	13,250	495	512	3.74%	-17
Total # Adults (FHA, IL,Parent/Guardian, SL)	13,250	10,823	10,696	81.68%	127
Children Residing in a CCF (7+ beds)	12,217	1	0	0.01%	-1
Children Residing in a ICF (7+ beds)	12,217	0	0	0.00%	0
Children Residing in a Nursing Facility (7+ beds)	12,217	0	0	0%	0
Total Children Residing in 7+ bed facilities	12,217	1	0	0.01%	-1
Adults Residing in a CCF (7+ beds)	13,250	115	114	0.87%	-1
Adults Residing in a ICF (7+ beds)	13,121	15	6	0.11%	-9
Adults Residing in a Nursing Facility (7+ beds)	13,121	75	74	0.57%	-1
Total Adults Residing in 7+ bed facilities	13,121	205	194	1.56%	-11
Total Individuals Over Age 3 with <=120 days	283	283	100%	100.00%	100.00%
Total Individuals Over Age 3 with 121-240 days	283	0	0%	0.00%	0.00%
Total Individuals Over Age 3 Over 240 days	283	0	0%	0.00%	0.00%
Adults with Integrated Employment Goal	13,250	48%	65%		
Total Number of Incentive Payments Made	13,250	207			
Avg. Wage per Hour After Incentive Payment	13,250	\$14.40			
Number of Persons Served with Earned Income	13,250	1,726			
Percentage of 16-64 Earned Income	13,250	22%			
Annual Earnings of 16-64	13,250	\$7,656			
Number of Adults in CIE After Paid Intern	13,250	0			
Percentage Adults Transitioned Internship to CIE	13,250	0%			
Total Annual Expenditures Race/Ethnicity	25,477				

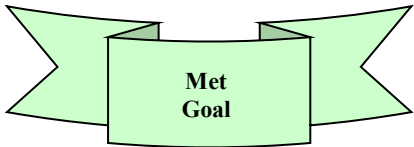
Performance Contract 2023-2024 Cover Sheet



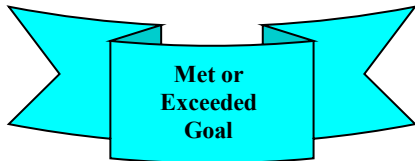
= Better than Statewide Average



= Below Regional Center of Orange County Goal



= Met Regional Center of Orange County Goal



= Met or Exceeded Regional Center of Orange County Goal



= Exceeded Regional Center of Orange County Goal

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



Performance Contract 2023-2024

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

Compliance Measure	Outcome
Unqualified audit with no material findings	Yes
Substantial compliance with DDS fiscal audit	Yes
Operates within OPS budget	Yes
Certified to participate in Waiver	Yes
Compliance with vendor audit requirements per contract, Article III, sec. 10	Met
CDER/ESR current	95.55
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 09/01/23	0.04%	25,477	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	24,906	0	9	0.04%	-9
May-23	25,035	0	10	0.04%	-10
Jun-23	25,232	0	10	0.04%	-10
Jul-23	25,350	0	10	0.04%	-10
Aug-23	25,477	0	10	0.04%	-10
Sep-23		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 09/01/23	2.64%	12,217	322	315	2.64%	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	%	# Attained
Jan-23	11,574	315	316	2.73%	1
Feb-23	11,616	315	313	2.69%	-2
Mar-23	11,706	315	308	2.63%	-7
Apr-23	11,832	315	315	2.66%	0
May-23	11,915	315	312	2.62%	-3
Jun-23	12,053	315	323	2.68%	8
Jul-23	12,129	315	321	2.65%	6
Aug-23	12,217	315	322	2.64%	7
Sep-23		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 09/01/23	97.00%	12,217	11,850	11,300	97.00%	550
Analysis as of Public Hearing	RCOC % of DD pop.		5.44%	RCOC % of Home		96.96%



	Total Children	Children in own home Parent/Guardian	Children in Own Home Parent/Guardian	%	Number Attained
Jan-23	11,574	11,300	11,220	96.94%	-80
Feb-23	11,616	11,300	11,264	96.97%	-36
Mar-23	11,706	11,300	11,359	97.04%	59
Apr-23	11,832	11,300	11,475	96.89%	175
May-23	11,915	11,300	11,561	97.03%	261
Jun-23	12,053	11,300	11,688	96.97%	388
Jul-23	12,129	11,300	11,765	97.00%	465
Aug-23	12,217	11,300	11,850	97.00%	550
Sep-23		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			



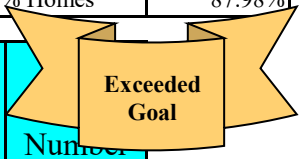


Progress: C. During public meetings, RCOC had 10,079, or 99.46%, of children in homes.

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 09/01/23	99.63%	12,217	12,172	11,615	99.63%	557
Analysis of Public Hearing	RCOC % of DD pop		5.44%	RCOC % Homes		87.98%

	Total Children Status 1&2	Goal	Total Number Children in Homes	%	Number Attained
Jan-23	11,574	11,615	11,536	99.67%	-79
Feb-23	11,616	11,615	11,577	99.66%	-38
Mar-23	11,706	11,615	11,667	99.67%	52
Apr-23	11,832	11,615	11,790	99.65%	175
May-23	11,915	11,615	11,873	99.65%	258
Jun-23	12,053	11,615	12,011	99.65%	396
Jul-23	12,129	11,615	12,086	99.65%	471
Aug-23	12,217	11,615	12,172	99.63%	557
Sep-23		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			



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			
RCOC 09/01/23	0.67%	13,250	89	110	0.67%	-21
Analysis as of Public Hearing	RCOC % of DD pop		6.78%	RCOC % of FHA pop		6.47%



	Total Adults Status 2	Goal	Adults in FHA	%	Number Attained
Jan-23	12,970	110	91	0.70%	-19
Feb-23	12,990	110	90	0.69%	-20
Mar-23	13,053	110	90	0.69%	-20
Apr-23	13,065	110	90	0.69%	-20
May-23	13,110	110	90	0.69%	-20
Jun-23	13,179	110	89	0.68%	-21
Jul-23	13,211	110	90	0.68%	-20
Aug-23	13,250	110	89	0.67%	-21
Sep-23		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 09/01/23	7.05%	13,250	934	924	7.05%	10
Analysis of Public Hearing	RCOC % of DD pop		6.78%	RCOC % of IL pop		5.12%



	Total Adults Status 2	Goal	Adults in Independent Living	%	Attained
Jan-23	12,970	924	907	6.99%	-17
Feb-23	12,990	924	912	7.02%	-12
Mar-23	13,053	924	917	7.03%	-7
Apr-23	13,065	924	924	7.07%	0
May-23	13,110	924	930	7.09%	6
Jun-23	13,179	924	935	7.09%	11
Jul-23	13,211	924	937	7.09%	13
Aug-23	13,250	924	934	7.05%	10
Sep-23		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 09/01/23	70.23%	13,250	9,305	9,150	70.23%	155
Analysis of Public Hearing	RCOC % of DD pop		6.78%	RCOC % of own home		6.94%



	Total Adults Status 2	Goal	Adults Residing Own Home Parent	%	Number Attained
Jan-23	12,970	9,150	9,052	69.79%	-98
Feb-23	12,990	9,150	9,072	69.84%	-78
Mar-23	13,053	9,150	9,120	69.87%	-30
Apr-23	13,065	9,150	9,132	69.90%	-18
May-23	13,110	9,150	9,181	70.03%	31
Jun-23	13,179	9,150	9,241	70.12%	91
Jul-23	13,211	9,150	9,263	70.12%	113
Aug-23	13,250	9,150	9,305	70.23%	155
Sep-23		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	Goal	%	# Attained
Statewide Average	5.02%	186,242	9,359			
RCOC Public Hearing 8/17/22	3.93%	12,634	496			
RCOC 09/01/23	3.74%	13,250	495	512	3.74%	-17
Analysis of Public Hearing	RCOC % of DD pop		6.78%	RCOC % of SL pop		5.30%

	Total Adults Status 2	Goal	Adults Residing Supported Living	%	Number Attained
Jan-23	12,970	512	492	3.79%	-20
Feb-23	12,990	512	493	3.80%	-19
Mar-23	13,053	512	499	3.82%	-13
Apr-23	13,065	512	498	3.81%	-14
May-23	13,110	512	498	3.80%	-14
Jun-23	13,179	512	500	3.79%	-12
Jul-23	13,211	512	499	3.78%	-13
Aug-23	13,250	512	495	3.74%	-17
Sep-23		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 Hearing 8/17/22	80.97%	12,634	10,217	10,696	81.68%	127
RCOC 09/01/23	81.68%	13,250	10,823			
Analysis of Public Hearing	RCOC % of DD pop		6.78%	RCOC % of Home		6.63%

	Total Adults Status 2	Goal	Total Number Adults in Home Settings	%	Number Attained
Jan-23	12,970	10,696	10,542	81.28%	-154
Feb-23	12,990	10,696	10,567	81.35%	-129
Mar-23	13,053	10,696	10,626	81.41%	-70
Apr-23	13,065	10,696	10,644	81.47%	-52
May-23	13,110	10,696	10,699	81.61%	3
Jun-23	13,179	10,696	10,765	81.68%	69
Jul-23	13,211	10,696	10,789	81.67%	93
Aug-23	13,250	10,696	10,823	81.68%	127
Sep-23		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	0	0.01%	-1
RCOC 09/01/23	0.01%	12,217	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	11,832	0	1	0.01%	-1
May-23	11,915	0	1	0.01%	-1
Jun-23	12,053	0	1	0.01%	-1
Jul-23	12,129	0	1	0.01%	-1
Aug-23	12,217	0	1	0.01%	-1
Sep-23		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			
RCOC 09/01/23	0.00%	12,217	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.44%	RCOC % of ICF 7+		0.00%



	Total Children Status 1&2	Goal	Children Residing ICF 7+ Beds	%	Number Attained
Jan-23	12,574	0	0	0.00%	0
Feb-23	11,616	0	0	0.00%	0
Mar-23	11,706	0	0	0.00%	0
Apr-23	11,832	0	0	0.00%	0
May-23	11,915	0	0	0.00%	0
Jun-23	12,053	0	0	0.00%	0
Jul-23	12,129	0	0	0.00%	0
Aug-23	12,217	0	0	0.00%	0
Sep-23		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 09/01/23	0.00%	12,217	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.44%	RCOC % of NF		0.00%



	Total Children Status 1&2	Goal	Children Residing in a Nursing Facility (NF)	%	Number Attained
Jan-23	12,574	0	0	0.00%	0
Feb-23	11,616	0	0	0.00%	0
Mar-23	11,706	0	0	0.00%	0
Apr-23	11,832	0	0	0.00%	0
May-23	11,915	0	0	0.00%	0
Jun-23	12,053	0	0	0.00%	0
Jul-23	12,129	0	0	0.00%	0
Aug-23	12,217	0	0	0.00%	0
Sep-23		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 09/01/23	0.00%	12,217	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	11,832	0	1	0.01%	-1
May-23	11,915	0	1	0.01%	-1
Jun-23	12,053	0	1	0.01%	-1
Jul-23	12,129	0	1	0.01%	-1
Aug-23	12,217	0	1	0.01%	-1
Sep-23		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 09/01/23	0.87%	13,250	115	114	0.87%	-1
Analysis of Public Hearing	RCOC % of DD pop		6.78%	RCOC % Adult 7+ CCF		8.32%

	Total Adults Status 2	Goal	Adults Residing in CCF 7+ Beds	%	Number Attained
Jan-23	12,970	114	120	0.93%	-6
Feb-23	12,990	114	121	0.93%	-7
Mar-23	13,053	114	119	0.91%	-5
Apr-23	13,065	114	118	0.90%	-4
May-23	13,110	114	118	0.90%	-4
Jun-23	13,179	114	117	0.89%	-3
Jul-23	13,211	114	115	0.87%	-1
Aug-23	13,250	114	115	0.87%	-1
Sep-23		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 09/01/23	0.11%	13,250	15	6	0.11%	-9
Analysis of Public Hearing	RCOC % of DD pop		6.78%	RCOC % ICF 7+		1.59%



	Total Adults Status 2	Goal	Adults Residing ICF 7+ Beds	%	Number Attained
Jan-23	12,970	6	14	0.11%	-8
Feb-23	12,990	6	13	0.10%	-7
Mar-23	13,053	6	13	0.10%	-7
Apr-23	13,065	6	14	0.11%	-8
May-23	13,110	6	14	0.11%	-8
Jun-23	13,179	6	15	0.11%	-9
Jul-23	13,211	6	15	0.11%	-9
Aug-23	13,250	6	15	0.11%	-9
Sep-23		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 09/01/23	0.57%	13,250	75	74	0.57%	-1
Analysis of Public Hearing	RCOC % DD pop		6.78%	RCOC % NF		8.07%

	Total Adults Status 2	Goal	Adults Residing in NF	%	Number Attained
Jan-23	12,970	74	79	0.61%	-5
Feb-23	12,990	74	80	0.62%	-6
Mar-23	13,053	74	91	0.70%	-17
Apr-23	13,065	74	91	0.70%	-17
May-23	13,110	74	81	0.62%	-7
Jun-23	13,179	74	79	0.60%	-5
Jul-23	13,211	74	75	0.57%	-1
Aug-23	13,250	74	75	0.57%	-1
Sep-23		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 09/01/23	1.55%	13,250	205	194	1.55%	-11
Analysis of Public Meeting	RCOC % of DD pop		6.78%	RCOC % 7+ Bed		6.65%



	Total Adults Status 2	Goal	Total Adults Residing in 7+ Beds	%	Number Attained
Jan-23	12,970	194	194	1.64%	-19
Feb-23	12,990	194	214	1.65%	-20
Mar-23	13,053	194	223	1.71%	-29
Apr-23	13,065	194	223	1.71%	-29
May-23	13,110	194	213	1.62%	-19
Jun-23	13,179	194	211	1.60%	-17
Jul-23	13,211	194	205	1.55%	-11
Aug-23	13,250	194	205	1.55%	-11
Sep-23		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 -2024

VI. Intake Duration

Planned Activities

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

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

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

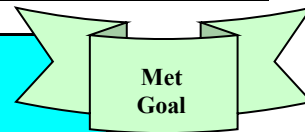
Progress: A. During public meetings, RCOC had 222, or 98.23%, of regional center individuals over age 3 with <=120 days.

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

	Percentage	Total # Age 3 or Over	Total # Over Age 3 with <=120 Days	Goal	% Attained
Statewide Average	95.05%	9,095	8,645		
RCOC Public Hearing 8/17/22	98.00%	226	222		
RCOC 09/01/23	100.00%	283	283	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	285	100%	285	100%
May-23	317	100%	317	100.00%
Jun-23	290	100%	290	100.00%
Jul-23	297	100%	295	99.33%
Aug-23	283	100%	283	100.00%
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 09/01/23	0.00%	283	0	0.00%	0.00%



	Total Number of Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 With 121-240 Days	%	Met Goal
Jan-23	242	0.00%	1	0.41%	
Feb-23	262	0.00%	1	0.38%	
Mar-23	237	0.00%	0	0.00%	
Apr-23	285	0.00%	0	0.00%	
May-23	317	0.00%	0	0.00%	
Jun-23	290	0.00%	0	0.00%	
Jul-23	297	0.00%	2	0.67%	
Aug-23	283	0.00%	0	0.00%	
Sep-23		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%			

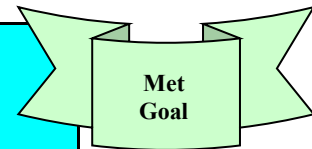
Progress: C. During public meetings, RCOC had 0, or 0.00%, of regional center individuals over age 3 with over 240 days.

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 09/01/23	0.00%	283	0	0.00%	0.00%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 Over 240 Days	% Attained
Jan-23	242	0%	1	0.41%
Feb-23	262	0%	1	0.38%
Mar-23	237	0%	0	0.00%
Apr-23	285	0%	0	0.00%
May-23	317	0%	0	0.00%
Jun-23	290	0%	0	0.00%
Jul-23	297	0%	0	0.00%
Aug-23	283	0%	0	0.00%
Sep-23		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%		



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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.

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

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



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



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

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

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

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



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



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

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

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

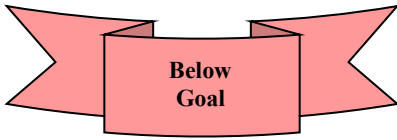
Performance Contract Summary

RCOC as of 10/01/2023	All	RCOC #	Goal	Percentage	# Attained
Developmental Center (DC)	25,600	10	0	0.04%	-10
Children in Foster Homes (FH)	12,295	323	315	2.63%	8
Children Own Home Parent/Guardian	12,295	11,926	11,300	97.00%	626
Total # Children (FH,Parent/Guardian)	12,295	12,249	11,615	99.63%	634
Adult FHA	13,295	87	110	0.65%	-23
Independent Living (IL)	13,295	935	924	7.03%	11
Adults Residing Own Home - Parent	13,295	9,346	9,150	70.30%	196
Supported Living (SL)	13,295	495	512	3.72%	-17
Total # Adults (FHA, IL,Parent/Guardian, SL)	13,295	10,863	10,696	81.71%	167
Children Residing in a CCF (7+ beds)	12,295	0	0	0.00%	0
Children Residing in a ICF (7+ beds)	12,295	0	0	0.00%	0
Children Residing in a Nursing Facility (7+ beds)	12,295	0	0	0%	0
Total Children Residing in 7+ bed facilities	12,295	1	0	0.01%	0
Adults Residing in a CCF (7+ beds)	13,295	113	114	0.85%	1
Adults Residing in a ICF (7+ beds)	13,295	16	6	0.12%	-10
Adults Residing in a Nursing Facility (7+ beds)	13,295	74	74	0.56%	0
Total Adults Residing in 7+ bed facilities	13,295	203	194	1.53%	-9
Total Individuals Over Age 3 with <=120 days	273	269	100%	100.00%	98.53%
Total Individuals Over Age 3 with 121-240 days	273	4	0%	1.47%	1.47%
Total Individuals Over Age 3 Over 240 days	273	0	0%	0.00%	0.00%
Adults with Integrated Employment Goal	13,295	48%	65%		
Total Number of Incentive Payments Made	13,295	207			
Avg. Wage per Hour After Incentive Payment	13,295	\$14.40			
Number of Persons Served with Earned Income	13,295	1,726			
Percentage of 16-64 Earned Income	13,295	22%			
Annual Earnings of 16-64	13,295	\$7,656			
Number of Adults in CIE After Paid Intern	13,295	0			
Percentage Adults Transitioned Internship to CIE	13,295	0%			
Total Annual Expenditures Race/Ethnicity	25,600				

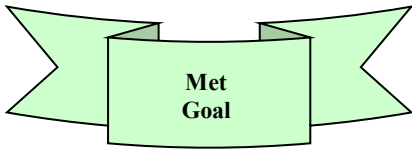
Performance Contract 2023-2024 Cover Sheet



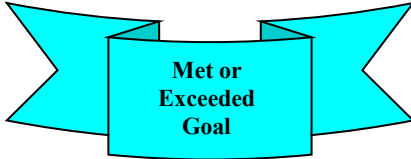
= Better than Statewide Average



= Below Regional Center of Orange County Goal



= Met Regional Center of Orange County Goal



= Met or Exceeded Regional Center of Orange County Goal



= Exceeded Regional Center of Orange County Goal

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



Performance Contract 2023-2024

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

Compliance Measure	Outcome
Unqualified audit with no material findings	Yes
Substantial compliance with DDS fiscal audit	Yes
Operates within OPS budget	Yes
Certified to participate in Waiver	Yes
Compliance with vendor audit requirements per contract, Article III, sec. 10	Met
CDER/ESR current	95.55
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 10/01/23	0.04%	25,600	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	24,906	0	9	0.04%	-9
May-23	25,035	0	10	0.04%	-10
Jun-23	25,232	0	10	0.04%	-10
Jul-23	25,350	0	10	0.04%	-10
Aug-23	25,477	0	10	0.04%	-10
Sep-23	25,600	0	10	0.04%	-10
Oct-23		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.

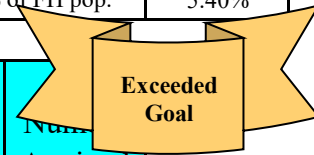
Progress: A. During public meetings, RCOC had 284, or 2.64%, of children in foster homes.

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 10/01/23	2.63%	12,295	323	315	2.63%	8
Analysis as of Public Hearing	RCOC % of DD pop.		5.44%	RCOC % of FH pop.		5.40%



	Total Children Status 1&2	Goal	Children in Foster Homes	%	Number Attained
Jan-23	11,574	315	316	2.73%	1
Feb-23	11,616	315	313	2.69%	-2
Mar-23	11,706	315	308	2.63%	-7
Apr-23	11,832	315	315	2.66%	0
May-23	11,915	315	312	2.62%	-3
Jun-23	12,053	315	323	2.68%	8
Jul-23	12,129	315	321	2.65%	6
Aug-23	12,217	315	322	2.64%	7
Sep-23	12295	315	323	2.63%	8
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 10/01/23	97.00%	12,295	11,926	11,300	97.00%	626
Analysis as of Public Hearing	RCOC % of DD pop.		5.44%	RCOC % of Home		96.96%



	Total Children	Children in own home Parent/Guardian	Children in Own Home Parent/Guardian	%	Number Attained
Jan-23	11,574	11,300	11,220	96.94%	-80
Feb-23	11,616	11,300	11,264	96.97%	-36
Mar-23	11,706	11,300	11,359	97.04%	59
Apr-23	11,832	11,300	11,475	96.89%	175
May-23	11,915	11,300	11,561	97.03%	261
Jun-23	12,053	11,300	11,688	96.97%	388
Jul-23	12,129	11,300	11,765	97.00%	465
Aug-23	12,217	11,300	11,850	97.00%	550
Sep-23	12,295	11,300	11,926	97.00%	626
Oct-23		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			

Exceeded Goal



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

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

	%	All Children	Total Number Children in Homes	Goal	%	# Attained
Statewide Average	99.65%	197,611	196,913			
RCOC Public Hearing 8/17/22	99.60%	10,752	10,709	11,615		
RCOC 10/01/23	99.63%	12,295	12,249	11,615	99.63%	634
Analysis of Public Hearing	RCOC % of DD pop		5.44%	RCOC % Homes		87.43%

	Total Children Status 1&2	Goal	Total Number Children in Homes	%	Number Attained
Jan-23	11,574	11,615	11,536	99.67%	-79
Feb-23	11,616	11,615	11,577	99.66%	-38
Mar-23	11,706	11,615	11,667	99.67%	52
Apr-23	11,832	11,615	11,790	99.65%	175
May-23	11,915	11,615	11,873	99.65%	258
Jun-23	12,053	11,615	12,011	99.65%	396
Jul-23	12,129	11,615	12,086	99.65%	471
Aug-23	12,217	11,615	12,172	99.63%	557
Sep-23	12,295	11,615	12,249	99.63%	634
Oct-23		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			



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	0.65%	-23
RCOC 10/01/23	0.65%	13,295	87			
Analysis as of Public Hearing	RCOC % of DD pop		6.78%	RCOC % of FHA pop		6.47%

	Total Adults Status 2	Goal	Adults in FHA	%	Number Attained
Jan-23	12,970	110	91	0.70%	-19
Feb-23	12,990	110	90	0.69%	-20
Mar-23	13,053	110	90	0.69%	-20
Apr-23	13,065	110	90	0.69%	-20
May-23	13,110	110	90	0.69%	-20
Jun-23	13,179	110	89	0.68%	-21
Jul-23	13,211	110	90	0.68%	-20
Aug-23	13,250	110	89	0.67%	-21
Sep-23	13,295	110	87	0.65%	-23
Oct-23		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 10/01/23	7.03%	13,295	935	924	7.03%	11
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	13,065	924	924	7.07%	0
May-23	13,110	924	930	7.09%	6
Jun-23	13,179	924	935	7.09%	11
Jul-23	13,211	924	937	7.09%	13
Aug-23	13,250	924	934	7.05%	10
Sep-23	13,295	924	935	7.03%	11
Oct-23		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 10/01/23	70.30%	13,295	9,346	9,150	70.30%	196
Analysis of Public Hearing	RCOC % of DD pop		6.78%	RCOC % of own home		6.94%



	Total Adults Status 2	Goal	Adults Residing Own Home Parent	%	Number Attained
Jan-23	12,970	9,150	9,052	69.79%	-98
Feb-23	12,990	9,150	9,072	69.84%	-78
Mar-23	13,053	9,150	9,120	69.87%	-30
Apr-23	13,065	9,150	9,132	69.90%	-18
May-23	13,110	9,150	9,181	70.03%	31
Jun-23	13,179	9,150	9,241	70.12%	91
Jul-23	13,211	9,150	9,263	70.12%	113
Aug-23	13,250	9,150	9,305	70.23%	155
Sep-23	13,295	9,150	9,346	70.30%	196
Oct-23		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	Goal	%	# Attained
Statewide Average	5.02%	186,242	9,359			
RCOC Public Hearing 8/17/22	3.93%	12,634	496	512	3.72%	-17
RCOC 10/01/23	3.72%	13,295	495			
Analysis of Public Hearing	RCOC % of DD pop		6.78%	RCOC % of SL pop		5.30%

	Total Adults Status 2	Goal	Adults Residing Supported Living	%	Number Attained
Jan-23	12,970	512	492	3.79%	-20
Feb-23	12,990	512	493	3.80%	-19
Mar-23	13,053	512	499	3.82%	-13
Apr-23	13,065	512	498	3.81%	-14
May-23	13,110	512	498	3.80%	-14
Jun-23	13,179	512	500	3.79%	-12
Jul-23	13,211	512	499	3.78%	-13
Aug-23	13,250	512	495	3.74%	-17
Sep-23	13,295	512	495	3.72%	-17
Oct-23		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	81.71%	167
RCOC 10/01/23	81.71%	13,295	10,863			
Analysis of Public Hearing	RCOC % of DD pop		6.78%	RCOC % of Home		6.63%

	Total Adults Status 2	Goal	Total Number Adults in Home Settings	%	Number Attained
Jan-23	12,970	10,696	10,542	81.28%	-154
Feb-23	12,990	10,696	10,567	81.35%	-129
Mar-23	13,053	10,696	10,626	81.41%	-70
Apr-23	13,065	10,696	10,644	81.47%	-52
May-23	13,110	10,696	10,699	81.61%	3
Jun-23	13,179	10,696	10,765	81.68%	69
Jul-23	13,211	10,696	10,789	81.67%	93
Aug-23	13,250	10,696	10,823	81.68%	127
Sep-23	13,295	10,696	10,863	81.71%	167
Oct-23		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.

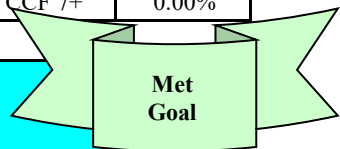
Progress: A. During public meetings, RCOC had 0, or 0.00%, of children residing in a Community Care Facility (CCF) 7+ beds. Placements to 7+ bed CCF facilities are at family request and/or due to specialized services.

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 10/01/23	0.00%	12,295	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.44%	RCOC % of CCF 7+		0.00%



	Total Children Status 1&2	Goal	Children Residing CCF 7+ Beds	%	Number Attained
Jan-23	11,574	0	1	0.01%	-1
Feb-23	11,616	0	1	0.01%	-1
Mar-23	11,706	0	1	0.01%	-1
Apr-23	11,832	0	1	0.01%	-1
May-23	11,915	0	1	0.01%	-1
Jun-23	12,053	0	1	0.01%	-1
Jul-23	12,129	0	1	0.01%	-1
Aug-23	12,217	0	1	0.01%	-1
Sep-23	12,295	0	0	0.00%	0
Oct-23		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			
Statewide Average	0.02%	197,711	34			
RCOC Public Hearing 8/17/22	0.00%	10,752	0	Goal	%	# Attained
RCOC 10/01/23	0.00%	12,295	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.44%	RCOC % of ICF 7+		0.00%



	Total Children Status 1&2	Goal	Children Residing ICF 7+ Beds	%	Number Attained
Jan-23	12,574	0	0	0.00%	0
Feb-23	11,616	0	0	0.00%	0
Mar-23	11,706	0	0	0.00%	0
Apr-23	11,832	0	0	0.00%	0
May-23	11,915	0	0	0.00%	0
Jun-23	12,053	0	0	0.00%	0
Jul-23	12,129	0	0	0.00%	0
Aug-23	12,217	0	0	0.00%	0
Sep-23	12,295	0	0	0.00%	0
Oct-23		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			



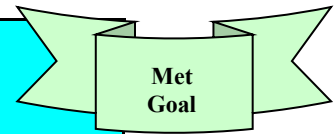
Progress: C. During public meetings, RCOC had no children residing in a nursing facility. Placements to nursing facilities are at family request and/or due to specialized services.

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 10/01/23	0.00%	12,295	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.44%	RCOC % of NF		0.00%



	Total Children Status 1&2	Goal	Children Residing in a Nursing Facility (NF)	%	Number Attained
Jan-23	12,574	0	0	0.00%	0
Feb-23	11,616	0	0	0.00%	0
Mar-23	11,706	0	0	0.00%	0
Apr-23	11,832	0	0	0.00%	0
May-23	11,915	0	0	0.00%	0
Jun-23	12,053	0	0	0.00%	0
Jul-23	12,129	0	0	0.00%	0
Aug-23	12,217	0	0	0.00%	0
Sep-23	12,295	0	0	0.00%	0
Oct-23		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			
Statewide Average	0.03%	197,711	54			
RCOC Public Hearing 8/17/22	0.00%	10,752	0	Goal	%	# Attained
RCOC 10/01/23	0.00%	12,295	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.44%	RCOC % 7+ Bed		0.00%



	Total Children Status 1&2	Goal	Total Children Residing in 7+ Bed	%	Number Attained
Jan-23	11,574	0	1	0.01%	-1
Feb-23	11,616	0	1	0.01%	-1
Mar-23	11,706	0	1	0.01%	-1
Apr-23	11,832	0	1	0.01%	-1
May-23	11,915	0	1	0.01%	-1
Jun-23	12,053	0	1	0.01%	-1
Jul-23	12,129	0	1	0.01%	-1
Aug-23	12,217	0	1	0.01%	-1
Sep-23	12,295	0	0	0.00%	0
Oct-23		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.

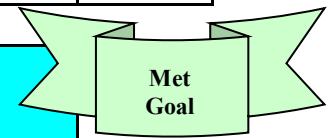


Progress: A. During public meetings, RCOC had 122, or 0.97%, of adults residing in a CCF 7+ bed. Placements to 7+ CCF are at family request and/or due to specialized services. RCOC has several long term vendors with 7+ bed homes, and will continue to work together to implement Trailer Bill Language regarding 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 10/01/23	0.85%	13,295	113	114	0.85%	1
Analysis of Public Hearing	RCOC % of DD pop		6.78%	RCOC % Adult 7+ CCF		8.32%

	Total Adults Status 2	Goal	Adults Residing in CCF 7+ Beds	%	Number Attained
Jan-23	12,970	114	120	0.93%	-6
Feb-23	12,990	114	121	0.93%	-7
Mar-23	13,053	114	119	0.91%	-5
Apr-23	13,065	114	118	0.90%	-4
May-23	13,110	114	118	0.90%	-4
Jun-23	13,179	114	117	0.89%	-3
Jul-23	13,211	114	115	0.87%	-1
Aug-23	13,250	114	115	0.87%	-1
Sep-23	13,295	114	113	0.85%	1
Oct-23		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			



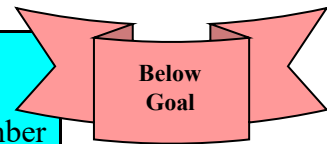
Progress: B. During public meetings, RCOC had 12, or 0.09%, of adults residing in an Intermediate Care Facility (ICF) 7+ beds. Placements to 7+ bed facilities are at family request and/or due to specialized services.

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	6	0.12%	-10
RCOC 10/01/23	0.12%	13,295	16			
Analysis of Public Hearing	RCOC % of DD pop		6.78%	RCOC % ICF 7+		1.59%



	Total Adults Status 2	Goal	Adults Residing ICF 7+ Beds	%	Number Attained
Jan-23	12,970	6	14	0.11%	-8
Feb-23	12,990	6	13	0.10%	-7
Mar-23	13,053	6	13	0.10%	-7
Apr-23	13,065	6	14	0.11%	-8
May-23	13,110	6	14	0.11%	-8
Jun-23	13,179	6	15	0.11%	-9
Jul-23	13,211	6	15	0.11%	-9
Aug-23	13,250	6	15	0.11%	-9
Sep-23	13,295	6	16	0.12%	-10
Oct-23		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			

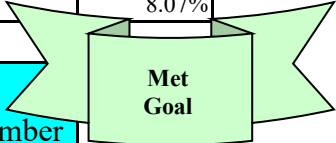




Progress: C. During public meetings, RCOC had 78, or 0.62%, of adults residing in a nursing facility (NF). Placements to nursing facilities are at family request and/or due to medical or specialized services.

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 10/01/23	0.56%	13,295	74	74	0.56%	0
Analysis of Public Hearing	RCOC % DD pop		6.78%	RCOC % NF		8.07%



	Total Adults Status 2	Goal	Adults Residing in NF	%	Number Attained
Jan-23	12,970	74	79	0.61%	-5
Feb-23	12,990	74	80	0.62%	-6
Mar-23	13,053	74	91	0.70%	-17
Apr-23	13,065	74	91	0.70%	-17
May-23	13,110	74	81	0.62%	-7
Jun-23	13,179	74	79	0.60%	-5
Jul-23	13,211	74	75	0.57%	-1
Aug-23	13,250	74	75	0.57%	-1
Sep-23	13,295	74	74	0.56%	0
Oct-23		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 10/01/23	1.53%	13,295	203	194	1.53%	-9
Analysis of Public Meeting	RCOC % of DD pop		6.78%	RCOC % 7+ Bed		6.65%



	Total Adults Status 2	Goal	Total Adults Residing in 7+ Beds	%	Number Attained
Jan-23	12,970	194	194	1.64%	-19
Feb-23	12,990	194	214	1.65%	-20
Mar-23	13,053	194	223	1.71%	-29
Apr-23	13,065	194	223	1.71%	-29
May-23	13,110	194	213	1.62%	-19
Jun-23	13,179	194	211	1.60%	-17
Jul-23	13,211	194	205	1.55%	-11
Aug-23	13,250	194	205	1.55%	-11
Sep-23	13,295	194	203	1.53%	-9
Oct-23		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 2023-2024

VI. Intake Duration

Planned Activities

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

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

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

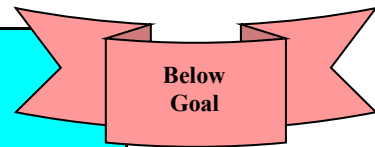
Progress: A. During public meetings, RCOC had 222, or 98.23%, of regional center individuals over age 3 with <=120 days.

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

	Percentage	Total # Age 3 or Over	Total # Over Age 3 with <=120 Days	Goal	% Attained
Statewide Average	95.05%	9,095	8,645		
RCOC Public Hearing 8/17/22	98.00%	226	222		
RCOC 10/01/23	98.53%	273	269	100.00%	98.53%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 with <=120 Days	% Attained
Jan-23	242	100%	240	99.17%
Feb-23	262	100%	260	99.24%
Mar-23	237	100%	237	100%
Apr-23	285	100%	285	100%
May-23	317	100%	317	100.00%
Jun-23	290	100%	290	100.00%
Jul-23	297	100%	295	99.33%
Aug-23	283	100%	283	100.00%
Sep-23	273	100%	269	98.53%
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		
Statewide Average	3.83%	9,095	348		
RCOC Public Hearing 8/17/22	2.00%	226	4	Goal	% Attained
RCOC 10/01/23	1.47%	273	4	0.00%	1.47%



	Total Number of Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 With 121-240 Days	%
Jan-23	242	0.00%	1	0.41%
Feb-23	262	0.00%	1	0.38%
Mar-23	237	0.00%	0	0.00%
Apr-23	285	0.00%	0	0.00%
May-23	317	0.00%	0	0.00%
Jun-23	290	0.00%	0	0.00%
Jul-23	297	0.00%	2	0.67%
Aug-23	283	0.00%	0	0.00%
Sep-23	273	0.00%	4	1.47%
Oct-23		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%		



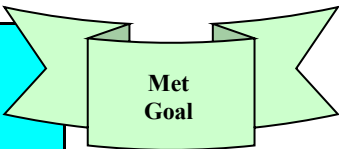
Progress: C. During public meetings, RCOC had 0, or 0.00%, of regional center individuals over age 3 with over 240 days.

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 10/01/23	0.00%	273	0	0.00%	0.00%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 Over 240 Days	% Attained
Jan-23	242	0%	1	0.41%
Feb-23	262	0%	1	0.38%
Mar-23	237	0%	0	0.00%
Apr-23	285	0%	0	0.00%
May-23	317	0%	0	0.00%
Jun-23	290	0%	0	0.00%
Jul-23	297	0%	0	0.00%
Aug-23	283	0%	0	0.00%
Sep-23	273	0%	0	0.00%
Oct-23		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.

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

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



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



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

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

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

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



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



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

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

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

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: November 2, 2023

TO: Board of Directors

FROM: John “Chip” Wright
Chair, Executive Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: **Approval of Renewal of Board Membership for Frances Hernandez for a Three-Year Term Commencing January 1, 2024 and Ending December 31, 2026**

BACKGROUND:

The Board’s policy on Board Membership and Application Process states that the composition of the Board shall comply with the provisions of the Lanterman Developmental Disabilities Services Act (Welfare and Institutions Code, §4622). In addition to the provisions of the Lanterman Act, the Board may also consider for membership persons whose skills include, but are not limited to, education, community service and public health.

REASON FOR CURRENT ITEM:

Ms. Frances Hernandez will complete her first three-year term on December 31, 2023. The Executive Committee recommends that the Board renew Ms. Hernandez’s membership for a three-year term, commencing January 1, 2024 and ending December 31, 2026.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

That the Board approve Ms. Frances Hernandez’s membership for a three-year term, commencing January 1, 2024 and ending December 31, 2026.

**Regional Center of Orange County
Board Recruitment and Training Committee
September 11, 2023
Videoconference Minutes**

Committee Members Present: John “Chip” Wright, Chair
Bruce Hall
Sandy Martin
Chinh Nguyen
Fernando Peña

Committee Member Absent: Frances Hernandez
Hilda Mendez

RCOC Staff Present: Larry Landauer, Executive Director
Jerrod Bonner, Director of Information Technology
Arturo Cazares, Director of Community Services
Bonnie Ivers, Director of Clinical Services
Jennifer Montanez, Director of Case Management
Marta Vasquez, Chief Financial Officer

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

I. Board Recruitment

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

Mr. Wright reviewed the current Terms of Office and the Committee discussed upcoming term end dates.

B. Discuss Recruitment Needs – Review of Board Applicant Interview

The Committee discussed recruitment efforts and the need to recruit new members to ensure compliance with the composition requirements of the Lanterman Act. Much discussion ensued about recruitment efforts and Committee members following up with potential Board applicants. The Committee also discussed Board composition and DDS’ method for calculating compliance.

II. Board Development and Training

A. Discuss Board Training Schedule and Topics

The Committee reviewed and discussed potential training topics and completed the training plan for calendar year 2024 that is due to the Department of Developmental Services on December 15, 2023.

The Committee reviewed the agenda for the upcoming Board of Directors’ training on Employment scheduled for October 5, 2023.

***Board Recruitment and Training Committee Minutes
September 11, 2023***

III. Community Forum

No community members were present at the meeting.

Mr. Wright adjourned the meeting at 5:54 p.m.

Recorder: Sandra Lomeli

**Regional Center of Orange County
Policies and Outcomes Committee
October 16, 2023
Videoconference Minutes**

- Committee Members Present:** Cliff Amsden, Chairperson
Liza Krassner
Sandy Martin
Jacqueline Nguyen
Chip Wright
- Committee Members Absent:** Meena Chockalingam
- Board Member Present:** Yvonne Kluttz
- RCOC Staff Members Present:** Larry Landauer, Executive Director
Arturo Cazares, Director of Community Services
Bonnie Ivers, Director of Clinical Services
Jennifer Montanez, Director of Case Management
Christy Petteruto, General Counsel
Jack Stanton, Associate Director of Housing
Marta Vasquez, Chief Financial Officer
Stacy Wong, Director of Human Resources
- Corporate Counsel Present:** Greg Simonian, Esq.

Mr. Cliff Amsden called the videoconference meeting to order at 6:02 p.m.

I. Governance Policies

A. Review of the Conflict of Interest Policy

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

B. Review of the Zero Tolerance Policy Regarding Abuse and Neglect of Those We Serve

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

C. Review of the Policies on the Board-Executive Relationship

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

II. Outcomes

A. Person Centered Thinking (PCT) Update

Ms. Jennifer Montanez, RCOC's Director of Case Management reported that RCOC has two certified PCT trainers with eight more to be certified by the end of this year. RCOC is also in the process of interviewing potential candidates for the position of PCT Coordinator. RCOC continues to provide PCT trainings for new staff and refresher courses will be scheduled for those staff who received PCT training in the past.

Mr. Arturo Cazares, RCOC's Director of Community Services, reported that vendor participation in PCT training is lower than expected due to staffing shortages.

B. Health and Wellness Project Update

Dr. Bonnie Ivers, RCOC's Director of Clinical Services, reported that her team is preparing the outcomes of the Healthy Life, Happy Life program for years 1 and 2. A report on the outcomes will be provided at the Board of Directors' meeting in November 2023.

C. Employment Update

Mr. Arturo Cazares, RCOC's Director of Community Services, reported that RCOC hosted an informational webinar today for service providers on the Department of Developmental Services (DDS) Health and Safety Waiver Exemption process.

D. Housing Update

Mr. Jack Stanton, RCOC's Associate Director of Housing, reported that the OC Housing Authority's (OCHA's) 2023 Waiting List closed with over 50,000 applicants.

E. National Core Indicators (NCI) Update

Mr. Landauer reported that there were no updates.

III. Community Forum

No community members were present.

Mr. Amsden adjourned the meeting at 6:10 p.m.

Recorder: Sandra Lomeli

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: November 2, 2023
TO: Board of Directors
FROM: Clifford Amsden, Chair
Policies and Outcomes Committee
SUBJECT: **Conflict of Interest 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 October 16, 2023, the Policies and Outcomes Committee reviewed the Conflict of Interest Policy.

REASON FOR CURRENT ITEM:

The Policies and Outcomes Committee did not recommend any revisions to the Conflict of Interest Policy.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

This is an information item; no action is required.

XIII. CONFLICT OF INTEREST POLICY

Background and Purpose

The purpose of this Conflict of Interest Policy is to protect the interests of Regional Center of Orange County, Inc. (RCOC) and ensure that RCOC complies with all applicable laws prohibiting conflicts of interest.

The Lanterman Act provisions regarding conflicts of interest (COI) in regional centers are set forth in Welfare & Institutions Code (WIC), Sections 4626, 4626.5, and 4627. In addition, COI regulations are found at Title 17 California Code of Regulations, Sections 54500 through 54535.

This policy is intended to supplement but not replace applicable laws and regulations governing COI.

General Scope of Conflict Laws

RCOC shall comply with the regulations (Title 17, Sections 54500-54535) that contain COI rules and obligations that apply to regional centers:

- (1) executive directors,
- (2) governing board members,
- (3) advisory committee board members,
- (4) employees,
- (5) contractors,
- (6) agents, and
- (7) consultants.

Executive Directors

The provisions for handling COI Statements and Conflicts by an Executive Director are also similar to those for Board Members. The precise provisions are contained in WIC, Sections 4626(a), 4626(g), and Title 17, Sections 54532, 54533, and 54534.

Governing Board Members

The provisions for handling COI Statements and conflicts by Board Members are contained in WIC, Sections 4626(a), 4626(g), and Title 17, Sections 54532, 54533, and 54534.

Advisory Committee Board Members

The regulations also identify possible conflicts for Advisory Committee Board Members. Title 17, Section 54521 states that there is a COI when a regional center advisory committee board member (appointed pursuant to WIC, Sections 4622(i)) is in any of the following positions for a business entity, entity, or provider from which the regional center purchases, obtains, or secures services for persons served:

(a) a member of the governing board, (b) a board committee member; (c) an owner; (d) a partner; (e) a shareholder; (f) an agent; (g) a manager; (h) an employee; (i) a contractor; or (j) a consultant, and that person does any of the following: (a) serves as an officer of the RC board; (b) votes on any fiscal manner affecting purchase of services from any RC provider; or (c) votes on any matters where the member has a financial interest.

An “advisory committee board member,” as a board member, is required to complete a COI Reporting Statement just like all other board members (Title 17, Sections 54532, 54533, and 54534).

Employees

The provisions prohibiting conflicts of interest for employees are contained at Title 17, Sections 54526, 54527, 54528, 54529, and 52530. The basic concept is that regional center employees cannot place themselves in a position where their private, personal interests may conflict with their official duties (Title 17, Section 54529). Employees must be guided solely by the interests of the regional center and those we serve. They may not place themselves in a situation that creates a dilemma about advancing their personal interests instead of acting in the best interests of the regional center.

The new regulations generally provide that the only employees who will have a conflict are employees with “decision or policy making authority” (Title 17, Section 54526). This is generally defined to include all employees except those with purely secretarial or clerical duties. Service Coordinators are deemed to be employees with “decision or policy making authority.”

Contractors, Agents and Consultants

The provisions for handling COI Statements and Conflicts for Contractors, Agents and Consultants are also similar to those for employees. Title 17, Sections 54526, 54527, 54528, 54529, and 54530 identify what will constitute a conflict.

Finally, Title 17, Section 54533 addresses resolution of such conflicts.

Definitions

Decision or Policy Making Authority

The definition of “Decision or Policy-Making Authority” in Title 17, Section 54505(d) states that employees have such authority if they exercise judgment in making decisions that are not solely secretarial or clerical, including employees who make final decisions, compel decisions, make substantive recommendations, vote on obligations, or vote to approve selection of any director, trustee, agent, employee, contractor, or consultant for his or her entity.

The law deems Service Coordinators to have “decision or policy-making authority.” This is because they generally participate on planning teams that make decisions, they make decisions about which programs and services to recommend to those we serve and finally, Service Coordinators are listed in WIC, Section 4626(e), as persons who must complete the COI Reporting Statements.

Family Members

The regulations prohibit both the employee and a family member from holding certain positions and having certain financial interests, so the definition of a “family member” is critical. Most conflicts under these rules occur with family members. Title 17, Section 54505(f) states that the term “Family Member” includes the individual’s:

“spouse, domestic partner, parents, stepparents, grandparents, siblings, step-siblings, children, stepchildren, grandchildren, and parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, and daughters-in-law.” Cousins, aunts, uncles, nieces and nephews are not considered family members.

RCOC’s employees should avoid conflicts before they occur. The best way to do so is to ensure that a family member does not accept a position that will create a conflict. If a family member does take such a position, it may threaten the position of the employee by creating a conflict.

Business Entity, Entity or Provider

Business Entity, Entity or Provider is defined as:

“...any individual, business venture, or state or local governmental entity from whom or from which the regional center purchases, obtains, or secures goods or services to conduct its operations. These entities or providers include, but are not limited to, residential facilities, intermediate care facilities, skilled nursing facilities, supported and independent living services, hospitals, medical groups, activity centers, housing providers, entities formed in support of the regional center, infant programs, clinics, laboratories, pharmacies, drug stores, ambulance services, furniture stores, equipment and supply stores, physicians, psychologists, nurses, therapists, teachers, social workers, and contract case managers. For purposes of these conflict-of-interest regulations “business entity, entity or provider” does not include a consumer or family member of a consumer who receives vouchers for consumer services.”

Prohibited Conflicts

Conflict by Holding Position with Provider

A conflict exists when:

a Board Member,

an Executive Director,
or a family member of such person (Title 17, Section 54520),
an employee with decision making authority,
a Contractor,
an Agent,
a Consultant,
or family member of such person (Title 17, Section 54526), is any of the following for a provider:

- (1) a governing board member,
- (2) a board committee member,
- (3) a director,
- (4) an officer,
- (5) an owner,
- (6) a partner,
- (7) a shareholder,
- (8) a trustee,
- (9) an employee,
- (10) an agent,
- (11) a contractor,
- (12) a consultant,
- (13) holds any position of management, or
- (14) has decision or policy making authority.

Conflicts by Financial Interest in Provider

A conflict exists if a Board Member, Executive Director, employee, contractor, agent or consultant attempts to make or influence a decision in which the person, or a family member, has an interest.

A financial interest is defined in Title 17, Sections 54522 and 54527 as follows:

Financial interest, as used in this section, includes any current or contingent ownership, equity, or security interest that could result, directly or indirectly, in receiving a pecuniary gain or sustaining a pecuniary loss as a result of the interest in any of the following:

- (1) business entity worth two thousand dollars (\$2,000) or more.
- (2) real or personal property worth two thousand dollars (\$2,000) or more in fair market value.
- (3) stocks or bonds worth two thousand dollars (\$2,000) or more.
- (4) intellectual property rights worth five hundred dollars (\$500) or more.

- (5) sources of gross income aggregating five hundred dollars (\$500) or more within the prior 12 months.
- (6) future interest for compensation of five hundred dollars (\$500) or more.
- (7) personal finances of two hundred fifty dollars (\$250) or more.

Conflict Making Contract in which Financially Interested

Under Title 17, Sections 54523 and 54528, Board Members, Executive Directors, and employees, contractors, agents, and consultants, shall not be guided by personal interests and shall not have a financial interest in any contract they make in their official capacity. Such persons shall not make any contract which financially benefits a family member, unless benefits associated with the contract are available to regional center individuals we serve or their families generally. In interpreting and applying this section, the common law doctrine against COI and the authorities interpreting the doctrine shall govern.

General Prohibitions Against Conflicts

Board Members, Executive Directors, employees, contractors, agents and consultants must also avoid the general prohibitions against conflicts in Title 17, Sections 54524 and 54529, which are:

General Integrity – Must discharge their responsibilities with integrity and fidelity, and must not place themselves in a position where their private, personal interests conflict with their official duties.

Perform with Diligence – Must exercise powers conferred on the employee with disinterested skill, zeal and diligence for the benefit of regional center individuals.

Conflicts Not Addressed by Regulations - When a person becomes aware of a present or personal COI regarding a particular transaction that the regulations do not address, action must be taken. In that situation, the person must not participate in any discussion and must refrain from making any recommendation or decision regarding the present or potential COI that has not been specifically addressed in the regulations.

Conflicts Working with Family Members

Under Title 17, Section 54530(a), a COI exists where a regional center employee participates in the evaluation of an application for employment or bid for position or contract at the regional center, submitted by a family member. Under Title 17, Section 54530(b) a potential COI also exists when a regional center employee supervises his or her family member.

Obligations for a Regional Center to Identify Conflicts

COI Reporting Statement (Form DS 6016)

As required by WIC, Section 4626(e), DDS also issued a DDS COI Reporting Statement that RCOC uses.

Persons Who Must Submit Conflict Statements

WIC, Section 4626(e), provides that this statement must be completed annually by;

“...each regional center governing board member and each regional center employee specified in the regulations, including, at a minimum, the executive director, every administrator, every program director, every service coordinator, and every employee who has decisionmaking or policymaking authority or authority to obligate the regional center’s resources.”

Further, Section 54531(b) of Title 17 provides:

“Each regional center employee, contractor, agent, and consultant, who has authority to act on behalf of the regional center, or who has decision or policy-making authority..., shall complete and file an annual COI Reporting Statement with his or her respective regional center, whether or not the individual has identified a present or potential COI, by August 1 of each year.”

Since some of the conflicts identified do not depend on having “decision making” authority, all employees of RCOC must complete the COI Reporting Statement.

Process for Submission of Statements

Annually: Regional Center Board Members, the Executive Director, and employees, contractors, agents and consultants shall complete and file an annual COI Statement by August 1 of each year (Title 17, Sections 54532(a) and 54531(b)). The statute mandates this for every employee referenced in WIC, Section 4626(e) (WIC, Section 4626(g)).

New Board Members, Executive Directors, Employees, Contractors, Agents and Consultants: Such new persons shall file a COI statement within 30 days of assuming the position (Title 17, Sections 54532(c) and 54531(c); WIC, Section 4626(f)).

Change in Status: Board Members, Executive Directors and regional center employees, contractors, agents and consultants shall complete and file a COI Reporting Statement with the regional center within 30 days of any change in status that creates a COI under Title 17, Sections 54532(d) and 54531(d). “Change in status includes, but is not limited to, a change in financial interests, legal commitment, regional center or board position or

duties, or both, or outside position or duties, or both, whether compensated or not” (WIC, Section 4626(h)).

Executive Director Review: The Executive Director shall review each COI Reporting Statement that is submitted and within ten (10) working days of receipt of the statement shall determine whether a COI exists (Title 17, Sections 54531(e); WIC, Section 4626 (k)). Under Title 17, Section 54532, statements submitted by Board Members and the Executive Director must be submitted to DDS within ten (10) working days of receipt.

Obligations When COI Discovered: When a present or potential COI is identified for a Board member, Executive Director, employee, agent or consultant, RCOC must either (1) require the employee or other person to eliminate the conflict, or (2) mitigate and manage the conflict through a Conflict Resolution Plan, or the individual shall resign (Title 17, Section 54533(a)).

RCOC Must Submit Conflict Resolution Plan to DDS: When a present or potential COI has been identified and RCOC decides to mitigate and manage the conflict through a Conflict Resolution Plan, it must submit a copy of the completed COI Reporting Statement and a proposed Conflict Resolution Plan to DDS within 30 calendar days of receipt of the statement (Title 17, Section 54533(a) and (b)).

Submission of COI Policy to DDS and Posting on Website

Each regional center was required to submit a COI policy to DDS by July 1, 2011, and post the policy on its website by August 1, 2011 (WIC, Section 4626.5).

Obligation to Resolve Identified Conflicts

When a conflict is identified either through a COI Reporting Statement or by notification of DDS, the Executive Director then has a specific obligation to resolve the matter, and to take certain action.

Executive Director Reviews Conflict Statements

Under Title 17, Section 54531(e), a regional center Executive Director is required to review the completed COI Reporting Statement of each employee within ten (10) working days of receipt and determine whether a present or potential conflict exists.

Regional Center Must Eliminate Conflict or File Conflict Resolution Plan

Under Title 17, Section 54533(a) a Board member, Executive Director, employee, contractor, agent or consultant with a present or potential COI must eliminate the conflict, or if the regional center permits, manage and mitigate the conflict through a Conflict Resolution Plan, or the individual shall resign. There is no legal obligation to submit a Conflict Resolution Plan, since it is merely an option the regional center

may choose to select. The regional center has every right to simply require that the conflict be eliminated.

Submission of Conflict Resolution Plan

When the Executive Director learns of a conflict either through review of submitted COI Reporting Statements, or from DDS, under Title 17, Section 54533(b) the Executive Director shall either require the conflict to be eliminated, or shall submit an employee's COI Reporting Statement and proposed Conflict Resolution Plan to DDS (1) within 30 days of receipt of the COI Reporting Statement or (2) within 30 days of receipt of DDS' notification of a conflict.

Content of Conflict Resolution Plan

Title 17, Section 54533(g) identifies the requirements of a Conflict Resolution Plan. It must describe the precise nature of the conflict, including the type of conflict, the relationship between the individuals involved (when a family member is involved), and the roles and identity of each person, i.e., the employee and the family member (Title 17, Section 54533(g)(1)).

Under Title 17, Section 54533(g)(2) the Conflict Resolution Plan must then identify the actions the regional center will take to eliminate or mitigate and manage the conflict. This can involve either resignation of the family member creating the conflict, refraining from participation in a certain category of matters that create the conflict, a change of position, duties, or assignment, or a divestiture of financial interests.

Further, the Conflict Resolution Plan must "provide a detailed explanation of how each of the proposed actions will eliminate, mitigate or manage the conflict (Title 17, Section 54533(g)(3)). The plan must provide the name, position, and duties of the individuals who will be responsible for monitoring the plan, (Title 17, Section 54533(g)(4)), and the plan must be signed by the individuals subject to the plan under Title 17, Section 54533(g)(4).

Posting of Conflict on Website

Under Title 17, Section 54533(f), the regional center shall post on its website each COI Reporting Statement that identifies a present/potential COI that cannot be resolved within 30 calendar days. This posting shall continue until the conflict has either been eliminated or the individual has resigned.

Prohibitions While Conflict Still Pending

Under Title 17, Section 54525, when a conflict has been identified for a governing board member or executive director, a regional center may not refer any individual to any business entity involved in the conflict, unless the individual has eliminated the conflict of interest or obtained an approved Conflict Resolution Plan.

Further, no regional center governing board member or executive director shall continue to serve in violation of these provisions, unless the individual has eliminated the conflict of interest or obtained an approved Conflict Resolution Plan.

Role of DDS in Monitoring Conflicts

Review of Conflict Resolution Plan by Department

Under Title 17, Section 54534(f), DDS shall issue a modification, approval or denial of the proposed Conflict Resolution Plan in writing to the regional center governing board or regional center designated party within 30 calendar days of receipt of a proposed Conflict Resolution Plan.

Title 17, Section 54534(g) provides that if DDS denies a Conflict Resolution Plan, the individual shall have 30 calendar days to eliminate the conflict or to resign.

If a Conflict Resolution Plan is approved, the employee shall fully comply with all the elements set forth in the approved Conflict Resolution Plan (Title 17, Section 54534(j)).

In addition, under Section 54534(k), a new Conflict Resolution Plan shall be submitted to DDS on an annual basis, and upon any change of status that creates a COI.

Submission of Conflict Resolution Plan Does Not Authorize Continued Activities that Create Conflict

The submission of a Conflict Resolution Plan does not authorize the employee to engage in the activities that created the conflict. In the words of the regulation, “Individuals shall not engage in activities in which there is a present or potential COI except in accordance with the terms of an approved Conflict Resolution Plan” (Title 17, Section 54534(d)).

Sanctions

RCOC will be vigilant to eliminate and resolve conflicts, since if DDS finds a violation of these provisions, it can provide 30 days to eliminate or resolve the violation. If the violation is not so resolved or eliminated, DDS may “take immediate action to commence procedures for termination or nonrenewal of the regional center contract pursuant to W&I Code, Section 4635.”

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: November 2, 2023
TO: Board of Directors
FROM: Clifford Amsden, Chair
Policies and Outcomes Committee

ACTION	
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	X

SUBJECT: **Zero Tolerance Policy Regarding Abuse and Neglect of Those We Serve**

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 October 16, 2023, the Policies and Outcomes Committee reviewed the Zero Tolerance Policy Regarding Abuse and Neglect of Those We Serve.

REASON FOR CURRENT ITEM:

The Policies and Outcomes Committee did not recommend any revisions to the Zero Tolerance Policy Regarding Abuse and Neglect of Those We Serve.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

This is an information item; no action is required.

XIX. ZERO TOLERANCE POLICY REGARDING ABUSE AND NEGLECT OF THOSE WE SERVE

BACKGROUND

The Regional Center of Orange County (RCOC) recognizes the importance of transparency and accountability to the community it serves. RCOC is committed to reporting information with accuracy and transparency and maintaining full compliance with the laws, rules and regulations that govern RCOC's business, as well as RCOC's contract with the California Department of Developmental Services. This includes annually notifying all its employees, its vendors and licensees of long-term health care facilities* that are serving RCOC persons served that RCOC has a Zero Tolerance Policy regarding abuse and neglect of those we serve.

POLICY

Abuse of individuals we serve committed by RCOC employees, employees of RCOC vendors, or employees of licensees who operate long-term health care facilities will not be tolerated. All such abuse or allegations of such abuse will be thoroughly investigated. Any RCOC employee found to have abused a person served will be subject to severe discipline, up to and including discharge, and will be referred to appropriate authorities. All employees of RCOC vendors and of licensees who operate long-term health care facilities found to have abused a person served will be referred to the appropriate authorities, and the vendor may also be subject to sanctions, up to and including, removal from the list of those authorized to provide services for regional center.

All employees of RCOC, employees of RCOC vendors, and employees of licensees who operate long-term health care facilities who are mandated reporters pursuant to the California Penal Code shall strictly comply with the reporting laws at all times, including, but not limited to, Welfare and Institutions Code Section 15630. A mandated reporter must report all abuse of individuals we serve to the applicable governmental authorities immediately or as soon as practicable after his or her discovery or reasonable belief that abuse has occurred.

RCOC, all RCOC vendors, and all licensees who operate long-term health care facilities serving RCOC persons served shall ensure their employees are fully informed upon hire and annually thereafter regarding RCOC's Zero Tolerance Policy Regarding Abuse and Neglect of Those We Serve and the mandatory abuse and neglect reporting laws. Each employee must be knowledgeable of their responsibility to protect our population from abuse and neglect, the signs of abuse and neglect, the process for reporting suspected abuse or neglect, and the consequences of failing to follow the law and enforcing this policy.

RCOC's Zero Tolerance Policy Regarding Abuse and Neglect of Those We Serve will be incorporated into any new or revised contract, vendorization or other agreement for services.

If RCOC, a RCOC vendor, or a licensee who operates a long-term health care facility becomes aware of abuse of a person served, it shall take immediate action, to the extent permitted by law, to ensure the health and safety of the affected individual and all other individuals receiving services and supports from RCOC. This obligation is in addition to those obligations required of mandated reporters to report abuse under the reporting laws.

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.
- Service coordinators inform families of their rights and the services and supports available to them.
- RCOC aspires to the highest standards of ethical conduct: doing what we say; reporting information with accuracy and transparency; and maintaining full compliance with the laws, rules and regulations that govern RCOC's business.
- The RCOC Board of Directors will possess the highest personal and professional ethics, integrity and values, and be committed to representing the long-term interests of the Orange County community it serves.

* According to the State of California Health and Safety Code Section 1418,

(a) "Long-term health care facility" means any facility licensed pursuant to Chapter 2 (commencing with Section 1250) that is any of the following:

- (1) Skilled nursing facility.
- (2) Intermediate care facility.
- (3) Intermediate care facility/developmentally disabled.
- (4) Intermediate care facility/developmentally disabled habilitative.
- (5) Intermediate care facility/developmentally disabled-nursing.
- (6) Congregate living health facility.
- (7) Nursing facility.
- (8) Intermediate care facility/developmentally disabled-continuous nursing.

(b) "Long-term health care facility" also includes a pediatric day health and respite care facility licensed pursuant to Chapter 8.6 (commencing with Section 1760).

(c) "Long-term health care facility" does not include a general acute care hospital or an acute psychiatric hospital, except for that distinct part of the hospital that provides skilled nursing facility, intermediate care facility, intermediate care facility/developmentally disabled, or pediatric day health and respite care facility services.

(d) "Licensee" means the holder of a license issued under Chapter 2 (commencing with Section 1250) or Chapter 8.6 (commencing with Section 1760) for a long-term health care facility.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: November 2, 2023
TO: Board of Directors
FROM: Clifford Amsden, Chair
Policies and Outcomes Committee

ACTION	
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	X

SUBJECT: **Policies of the Board-Executive Relationship**

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 October 16, 2023, the Policies and Outcomes Committee reviewed the Policies of the Board-Executive Relationship.

REASON FOR CURRENT ITEM:

The Policies and Outcomes Committee did not recommend any revisions to the Policies of the Board-Executive Relationship.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

This is an information item; no action is required.

I. POLICIES ON THE BOARD-EXECUTIVE RELATIONSHIP

To facilitate optimum effectiveness, the Regional Center of Orange County (RCOC) Board of Directors recognizes the Board's responsibility as being generally confined to establishing the broadest of policies, leaving implementation and subsidiary policy development to the Executive Director. The ENDS policies direct the Executive Director to achieve certain results for certain persons; the Executive Limitations Policies constrain the Executive Director to act within acceptable boundaries of prudence and ethics.

All Board authority delegated to staff is delegated through the Executive Director; likewise, staff accountability also comes through the Executive Director.

- A. The Executive Director is authorized to establish all further policies, make all decisions, take all actions and develop all activities which are true to the Board's policies. The Board may, by extending its policies, or in response to a matter of major importance, "undelegate" areas of the Executive Director's authority, but will respect the Executive Director's choices so long as the delegation continues. This does not prevent the Board from obtaining information about activities in the delegated areas.
- B. Only the Board as a whole, by majority vote, has authority over the Executive Director. While the Executive Director will typically respond to requests from individuals or committees for information or action, if, in the Executive Director's judgment, the request is inappropriate or requires an excessive amount of staff time, the Executive Director may negotiate an alternative response to the original request. In those rare instances where a compromise cannot be successfully negotiated, the Board reserves final authority.
- C. The Executive Director may not perform, allow or cause to be performed, any act which is unlawful, insufficient to meet commonly accepted business and professional ethics, in violation of funding source or regulatory agency requirements, or contrary to explicit Board constraints (see Executive Limitations Policies) on executive authority.
- D. The Executive Director shall be hired by the Board of Directors to provide professional leadership and administration of the organization's programs and services. When a vacancy occurs in the position of Executive Director, the Executive Committee shall have the authority to appoint an Acting Executive Director, and an Executive Search Committee shall be formed to recruit the most appropriate candidate for the position.
- E. The performance of the Executive Director shall be monitored and reviewed annually by the Board of Directors. The Executive Committee shall meet with the Executive Director to present the results of the Board's review. The Executive Committee shall, guided by RCOC's Policy on Human Resource Development (found in the Executive Limitations Policies), recommend any adjustments to the compensation of the Executive Director for approval by the Board of Directors.

- F. The Executive Director shall provide the following written documents to the Executive Committee as stated:
1. Annual performance reviews, a statement of total compensation and Conflict of Interest Statements for each executive management employee reporting directly to the Executive Director.
 2. Annual confirmation that mandatory employee training requirements have been satisfied by the Executive Director and each executive management employee reporting directly to the Executive Director.
 3. Annual confirmation that the Executive Director and each executive management employee reporting directly to the Executive Director are accurately reporting their time and attendance.
 4. Annual reporting of monthly expense reimbursement reports for the Executive Director and each executive management employee reporting directly to the Executive Director.
 5. Annual succession/development plans for the Executive Director and executive management positions.
 6. Biennial leadership survey of the Executive Director by each executive management employee reporting directly to the Executive Director and biennial leadership survey of each executive management employee by employees reporting directly to that executive management employee. A summary and analysis of the surveys will be provided to the Board members.

**Regional Center of Orange County
Vendor Advisory Committee
September 12, 2023
Videoconference Minutes**

Members:

Adult Behavior Management Programs

Chair, Atrem Behmanesh, present
Co-Chair, Ryan Perez, present

Adult Day Programs

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

Adult Family Home/Foster Family Agency

Chair, Crystal Rodriguez, absent
Co-Chair, Member Pending

Behavior Services

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

Community Care Facilities

Chair, Member Pending
Co-Chair, Member Pending

Early Intervention

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

Habilitation

Chair, Marina Margaryan, present
Co-Chair, Jodean Hudson, absent

Independent/Supported Living

Chair, Christine Molina, present (*joined at 2:03 p.m.*)
Co-Chair, Ana Sandoval, present (*joined at 2:07 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, present (*joined at 2:05 p.m.*)

Liaisons:

CalOptima

Liaison Pending

Orange County Transit Authority

Melissa Mungia, present
Christina Blanco, absent

RCOC Staff Present:

Larry Landauer, Executive Director
Jerrold Bonner, Director of Information Technology
Liliana Castillo, Accounting Manager - Vendorization

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Arturo Cazares, Director of Community Services
Wayed Kabir, Peer Advocate
Karina Martinez, Accounting Manager - Payables
Christina Petteruto, General Counsel
Jack Stanton, Associate Director of Housing
Marta Vasquez, Chief Financial Officer
Sean Watson, Associate Director of Risk Management
(joined at 2:10 p.m.)

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 gave his report, which included the following highlights:

- *Statewide News.* Mr. Landauer reported that Intermediate Care Facilities (ICFs) are transitioning to Managed Care effective January 1, 2024.
- *Caseload Ratio.* Mr. Landauer reported that the Caseload Ratio Correction Plan Public Meeting was held on July 26, 2023. The meeting presentation is available on RCOC's website in English, Spanish and Vietnamese.
- *National Core Indicator.* Mr. Landauer reported that the National Core Indicator (NCI) Public Meeting was held at the Board of Directors' meeting on September 7, 2023. The meeting presentation is available on RCOC's website in English, Spanish and Vietnamese.
- *Purchase of Service (POS) Expenditures for Fiscal Year 2022-23.* Mr. Landauer reported that there is a projected surplus statewide.
- *Medicaid Waiver (HCBS) Audit.* Mr. Landauer reported that the audit for the Medicaid Waiver under the Home and Community-Based Service (HCBS) occurred from August 7-25, 2023. RCOC received positive feedback from the auditors.
- *Direct Support Professionals Recognition Week 2023.* Mr. Landauer reported that Direct Support Professionals Recognition week is taking place this week September 10-16, 2023. RCOC is recognizing seven individual direct support professionals throughout the week.

A. Vendor Update

Ms. Marta Vasquez, RCOC's Chief Financial Officer, reported that final notices for the 2022 independent audit and independent review reports were mailed on

*Vendor Advisory Committee Minutes
September 12, 2023*

August 24, 2023. Vendors who do not submit their reports will be placed on Do Not Refer status until the required independent audit/review is received.

Ms. Vasquez also reported that the Department of Developmental Services (DDS) has not provided the new vendor requirements for implementation of the Rate Models effective July 1, 2024.

II. Board Report

Mr. Perez reported that the next Board of Directors meeting will be held on October 5, 2023.

III. Peer Advisory Committee (PAC) Report

Mr. Wayed Kabir introduced himself as RCOC's new Peer Advocate.

IV. 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 ridership continues to increase and they continue to work closely with First Transit, OCTA's ACCESS subcontractor, to manage on-time performance.

V. Member Reports

A. Adult Behavior Management – Atrem Behmanesh (present)

B. Adult Day Programs – Rick Perez (present)

Ms. Atrem Behmanesh reported that the two subcommittees met today and held a discussion with Mr. Arturo Cazares on the self-paced training.

C. Adult Family Home Agency/Foster Family Agency (AFHA/FFA) – Crystal Rodriguez (absent)

In Ms. Crystal Rodriguez's absence, Mr. Jack Stanton reported that the subcommittee met and discussed the Rate Model implementation.

D. Behavior Services – Cindy Hebert (present)

Ms. Cindy Hebert reported that the subcommittee met last week and discussed staff shortages and staff retention. The subcommittee also discussed the end of telehealth services effective December 31, 2023.

E. Community Care Facilities (CCF) – Member Pending

Mr. Stanton reported that the subcommittee is scheduled to meet in late September 2023.

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

Ms. Junie Lazo-Pearson reported that the subcommittee is scheduled to meet in October 2023 to discuss the 10% quality incentive payment tied to the Rate Models.

G. Habilitation – Marina Margaryan (present)

Ms. Marina Margaryan reported that the subcommittee is scheduled to meet in October 2023.

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

Ms. Christine Molina reported that the subcommittee met and discussed staffing and other employer issues. The subcommittee is considering drafting a letter to legislators regarding underfunding as a result of low rates.

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. The subcommittee discussed the Self-Determination Program and Mr. Stanton reviewed the Health and Safety waiver process.

VI. Community Forum

There were no speakers for community forum.

VII. Adjournment

Mr. Perez adjourned the meeting at 2:28 p.m.

The next VAC meeting is scheduled for October 10, 2023.

Recorder: Sandra Lomeli

**Regional Center of Orange County
Vendor Advisory Committee
October 10, 2023
Videoconference Minutes**

Members:

Adult Behavior Management Programs

Chair, Atrem Behmanesh, present
Co-Chair, Ryan Perez, absent

Adult Day Programs

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

Adult Family Home/Foster Family Agency

Chair, Crystal Rodriguez, present
Co-Chair, Member Pending

Behavior Services

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

Community Care Facilities

Chair, Member Pending
Co-Chair, Member Pending

Early Intervention

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

Habilitation

Chair, Marina Margaryan, present
Co-Chair, Jodean Hudson, absent

Independent/Supported Living

Chair, Christine Molina, present
Co-Chair, Ana Sandoval, absent

Intermediate Care Facilities

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

Support Services/Allied Health

Chair, 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
Jerrold Bonner, Director of Information Technology
Liliana Castillo, Accounting Manager - Vendorization

Arturo Cazares, Director of Community Services
Wayed Kabir, Peer Advocate
Karina Martinez, Accounting Manager - Payables
Jack Stanton, Associate Director of Housing
Marta Vasquez, Chief Financial Officer
Sean Watson, Associate Director of Risk Management

Call to Order

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

I. RCOC Update

Mr. Larry Landauer reported that there is a projected surplus statewide.

A. Vendor Update

Ms. Marta Vasquez, RCOC's Chief Financial Officer, reported that Do Not Refer notices for 2022 overdue independent audits or independent reviews were mailed on September 27, 2023. Vendors who did not submit their reports were placed on Do Not Refer status until the required independent audit/review is received.

B. Direct Service Professional Training Stipend Program

Mr. Arturo Cazares, RCOC's Director of Community Services, presented on the Direct Service Professional (DSP) Training Stipend program established in June 2022 to "*...enhance the quality of services received by persons served, improve DSP retention and increase interest among DSPs in skills development and continuous learning opportunities by offering stipends for the completion of training courses.*" Mr. Cazares reviewed the program eligibility requirements, stipend billing processes and how to access the training courses. Program inquiries can be sent to DDS at workforce@dds.ca.gov or to RCOC at DSPinquiries@rcocdd.com.

II. Board Report

Mr. Perez reported that a Board of Directors training on Employment was held on October 5, 2023.

III. Peer Advisory Committee (PAC) Report

Mr. Wayed Kabir, RCOC's Peer Advocate, reported that the group met and discussed potential meeting topics. At the next PAC meeting scheduled for October 18, 2023, Mr. Kabir will present about his Podcast: *Ability Beast Talk*.

IV. 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’s ACCESS ridership is up to 75% of pre-pandemic levels. First Transit, OCTA’s ACCESS subcontractor, is struggling to recruit and retain drivers, which has affected on-time performance.

V. Member Reports

A. Adult Behavior Management – Atrem Behmanesh (present)

B. Adult Day Programs – Rick Perez (absent)

Ms. Atrem Behmanesh reported that the two subcommittees met today and discussed the DSP Training Stipend Program, the end of remote services on December 31, 2023, and the requirement to retain service documentation for a minimum of five years for auditing purposes.

C. Adult Family Home Agency/Foster Family Agency (AFHA/FFA) – Crystal Rodriguez (present)

Ms. Crystal Rodriguez reported that the subcommittee met and discussed the 2023 Direct Support Professional (DSP) Workforce Survey and the DSP Training Stipend Program.

D. Behavior Services – Cindy Hebert (present)

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

E. Community Care Facilities (CCF) – Member Pending

Mr. Perez reported that the subcommittee did not meet.

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

In Ms. Junie Lazo-Pearson’s absence, Ms. Pam Alexander reported that the subcommittee is scheduled to meet later this month.

G. Habilitation – Marina Margaryan (present)

Ms. Marina Margaryan reported that the subcommittee met and discussed staffing challenges. Although hiring efforts have improved, it is still difficult to hire qualified staff in south Orange County. The subcommittee also discussed the DSP Training Stipend Program with Mr. Carlos Fonseca, RCOC’s Employment and Adult Day Services Coordinator.

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

Ms. Christine Molina reported that there were no new updates.

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

In Mr. Rich Mraule's absence, Mr. Jack 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 DSP Training Stipend Program and POS contracts.

VI. Community Forum

There were no speakers for community forum.

VII. Adjournment

Mr. Perez adjourned the meeting at 2:34 p.m.

The next VAC meeting is scheduled for November 14, 2023.

Recorder: Sandra Lomeli

**Regional Center of Orange County
Peer Advisory Committee
September 20, 2023
Videoconference Minutes**

Committee Members Present: Yvonne Kluttz, Chairperson
Amy Jessee, Co-Chairperson
Stephen Gersten
Wayed Kabir
Peter Kuo
Fernando Peña

Committee Members Absent: Kerri Adamic
Marcell Bassett
Cheryl Day
Sylvia Delgado

Board Member Present Chinh Nguyen

RCOC Staff Members Present: Larry Landauer, Executive Director (*joined at 3:08 p.m.*)
Arturo Cazares, Director of Community Services
Jennifer Montanez, Director of Case Management

Ms. Amy Jessee called the meeting to order at 3:06 p.m.

I. Welcome and Introductions

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

II. RCOC's New PAC Leadership

The new Peer Advisory Committee Leadership team was introduced to the Committee as follows:

Ms. Yvonne Kluttz, PAC Chairperson
Ms. Amy Jessee, PAC Co-Chairperson
Mr. Wayed Kabir, RCOC's Peer Advocate

III. Potential Topics for Upcoming PAC Meetings

Committee members discussed potential topics for upcoming PAC meetings. Topics of interest included information on health and wellness, sleep apnea and tips for better sleep,

RCOC Peer Advisory Committee Minutes
September 20, 2023

CalABLE and podcasts. The Committee agreed to have Mr. Kabir present on his podcast – *Ability Beast Talk* at the next meeting scheduled on October 18, 2023.

IV. Community Forum

No community members were present at the meeting.

V. Next Scheduled Meeting

The next PAC meeting is scheduled for October 18, 2023.

Ms. Jessee adjourned the meeting at 3:36 p.m.

Recorder: Sandra Lomeli

**Regional Center of Orange County
Peer Advisory Committee
October 18, 2023
Videoconference Minutes**

Committee Members Present: Amy Jessee, Co-Chair
Sylvia Delgado
Wayed Kabir
Peter Kuo
Fernando Peña

Committee Members Absent: Kerri Adamic
Marcell Bassett
Cheryl Day
Stephen Gersten
Yvonne Kluttz, Chairperson

Board Member Present: Chinh Nguyen

RCOC Staff Members Present: Sandra Lomeli, Clerk to the Board of Directors

Guests: Michelle Wild, RSCR, California

Ms. Amy Jessee called the meeting to order at 3:11 p.m.

I. Welcome and Introductions

Ms. Jessee welcomed everyone to the Peer Advisory Committee (PAC) meeting.

II. RCOC's Peer Advocate Report

Mr. Wayed Kabir, RCOC's Peer Advocate, reported that CalABLE is hosting a webinar on CalABLE and Qualified Disability Expenses on October 24, 2023 at 2:00 p.m. To register for the webinar, visit https://us06web.zoom.us/webinar/register/WN_NZnIqXObTw-KdJQ5_EX8sg#/registration or the CalABLE website at: <https://www.calable.ca.gov/>.

Mr. Kabir also reported that the Supported Life Institute (SLI) will host a two-day conference on October 26-27, 2023, in Sacramento. For more information about event topics, speakers and pricing, visit the SLI website at www.supportedlife.org.

III. Podcast: *Ability Beast Talk*

Mr. Kabir gave a presentation about his Podcast: *Ability Beast Talk*. Mr. Kabir explained how he started his podcast over two years ago to create a forum to provide positive affirmations to individuals with disabilities and bring awareness about developmental disabilities.

IV. Community Forum

No community members were present at the meeting.

V. Next Scheduled Meeting

The next PAC meeting is scheduled for January 17, 2024.

Ms. Jessee adjourned the meeting at 3:43 p.m.

Recorder: Sandra Lomeli

**Regional Center of Orange County
Legislative and Community Awareness Committee
October 10, 2023
Videoconference Minutes**

Committee Members Present: Liza Krassner, Chairperson
Bruce Hall
Sandy Martin
Chinh Nguyen

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

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

Guests: Linda Blankenship, Consultant
Anh Nguyen, Consultant

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 media coverage of RCOC’s Back-to-School Backpack Giveaway in July 2023 included news coverage by NBC 4. Other media outreach included an article release in Exceptional Parent Magazine, authored by Mr. Larry Landauer, on back-to-school tips for easing back into a school routine and how parents can work effectively with the school districts.

B. Dialogue

Ms. Blankenship reported that the fall issue of the *Dialogue* will focus on the launch of Coordinated Family Services. It also includes the Executive Director’s report on the National Core Indicators (NCI) data and the introduction of Board members Yvonne Kluttz and Amy Jessee as co-authors of the *Person-to-Person* column. The issue also promotes

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October 10, 2023*

the upcoming Irvine Barclay Theatre's sensory-friendly holiday event and RCOC's Wish Tree program.

C. Website Update

Ms. Anh Nguyen, RCOC's Consultant, reported that the visual refresh and redesign of RCOC's website was launched the end of June 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 is scheduled to meet on October 20, 2023, to discuss and review the bylaws, memberships and potential organizational changes.

B. Budget Update and Delegation Relationships

Mr. Landauer reported that Governor Gavin Newsom vetoed many bills over the weekend partly due to California's deficit, which has grown to nearly \$32 billion.

Ms. Nguyen reported that she and Mr. Landauer are organizing informational site visits to local day programs and Harbor Village apartments for state legislators and their staff.

III. Community Outreach

A. Disparity-Focused Activities

Dr. Bonnie Ivers, RCOC's Clinical Director, reported that RCOC's internal Diversity and Inclusion Task Force continues to meet monthly. The Task Force is exploring various options to improve communication with families of diverse backgrounds to ensure they have access to RCOC services and resources.

Ms. Kathleen McFarlin, RCOC's Family Support and Community Outreach Manager, reported that RCOC used funding allocated for Language Access and Cultural Competency (LACC) to survey Spanish, Vietnamese and Korean-speaking families. The Thompson Policy Institute (TPI) at Chapman University has conducted the survey and a preliminary report with the survey results has been provided to RCOC. The next step is for TPI to conduct listening sessions with the various communities and collaborating agencies. A final report will be provided to RCOC.

B. Backpack Giveaway

Ms. McFarlin reported that RCOC's Back-to-School Backpack Giveaway was held on July 14, 2023. Aveanna Healthcare and BPSOS Center for Community Advancement, Inc. provided donations for the giveaway. Aveanna Healthcare also staffed the event and had their agency mascot entertain the children in attendance.

C. Holiday Events

Ms. McFarlin stated that the Irvine Barclay Theatre show the *Nutcracker* will be held on December 8, 2023. This year's event will have new changes that included having American Sign Language (ASL) interpreters available for guests and carolers will be performing outside of the venue instead of on-stage.

D. MainPlace Mall Outreach/Training

Ms. Blankenship reported that she is in the process of scheduling the one-hour awareness training for staff members at the MainPlace Mall in Santa Ana.

E. Developmental Services Careers/Vendor Support

Mr. Arturo Cazares, RCOC's Director of Community Services, report that he and Dr. Ivers held an in-person presentation at RCOC for Cypress Psychiatric Technology students about RCOC services and potential career opportunities in the developmental disabilities field. They also hosted a vendor focus group on August 16, 2023, to gather ideas from services providers on how expand outreach efforts.

IV. Community Forum

No community members were present at the meeting.

V. Other

Ms. Krassner stated that her term with the Board of Directors ends January 2024 and she thanked Committee members and staff for their service and hard work throughout the years.

Ms. Krassner adjourned the meeting at 5:44 p.m.

Recorder: Sandra Lomeli