



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

**Date: Thursday, November 6, 2025
Time: 6:00 p.m.**

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

I.	Closed Session (Board Members Only)	
A.	W&I Code §4663 and §4664	Greg Simonian, Esq.
	1. Executive Director Annual Performance Evaluation, Welfare & Institutions Code Sections 4663 (a)(2) 2. Pending Litigation, Welfare & Institutions Code Sections 4663(a)(5) and 4664(a)	
II.	Recess	
III.	General Session	
A.	Pledge of Allegiance/Reading of RCOC's Mission and Vision Statement	Sandy Martin
B.	Community Forum for Agenda Items Only***	Sandy Martin
C.	Budget and Finance Committee	Jacqueline Nguyen
D.	Consent Calendar*	Sandy Martin
	1. Approval of Board of Directors' Minutes for September 4, 2025** 2. Budget and Finance Committee** a. Approval of Monthly Sufficiency of Allocation Report, August 2025** b. Approval of Monthly Sufficiency of Allocation Report, September 2025** c. Approval of CalPERS Requirement for a Publicly Available Pay Schedule Effective November 10, 2025** d. Approval of Budget Amendment	
E.	Executive Director's Report	Larry Landauer
	1. Recognition of Persons' Served Employment Longevity 2. RCOC's Leadership Survey – Chapman University, Thompson Policy Institute 3. Approval of Request for Waiver of Potential Conflict of Interest and Conflict Resolution Plan for Lizbeth Jacobson, Area Supervisor** 4. Approval of Start-Up Funding Agreement with Service Provider Attainable Behavior Solutions, LLC for Development of an Enhanced Behavioral Supports Home (CRDP Project No. 2324-10/2526-2)(Faye)** 5. Approval of Start-Up Funding Agreement with Service Provider California Enhanced Behavioral Support Services LLC for Development of an Enhanced Behavioral Supports Home (CRDP Project No. 2324-11/2526-3) (Westvale)** 6. Operations Report – August 2025** 7. Operations Report – September 2025** 8. Performance Contract Report – August 2025** 9. Performance Contract Report – September 2025** 10. Person-Centered Thinking (PCT) Update 11. Employment Update 12. Housing Update 13. Health and Wellness Update	Dr. Audri Gómez Theresa Ta Jennifer Montanez Arturo Cazares Jack Stanton Bonnie Ivers

	F.	Executive Committee	Sandy Martin
	G.	Nominating Committee**	Sandy Martin
		1. Approval of Proposed Slate of Officers with Terms Commencing January 1, 2026 and Ending June 30, 2027	
	H.	Board Recruitment and Training Committee**	Sandy Martin
	I.	Policies and Outcomes Committee**	Meena Chockalingam
		1. Approval of the Record Retention and Destruction Policy** 2. Policies on the Board-Executive Relationship** 3. Zero Tolerance Policy Regarding Abuse and Neglect of Those We Serve**	
	J.	Vendor Advisory Committee**	Rick Perez
	K.	Peer Advisory Committee**	Yvonne Kluttz
	L.	Legislative and Community Awareness Committee**	Bruce Hall
	M.	ARCA Report	Sandy Martin
	N.	Community Forum***	Sandy Martin
	O.	Chairperson's Report	Sandy Martin
		1. Recognition of Meena Chockalingam Bedekar and Fernando Peña for their Second Seven-Year Term Ending December 31, 2025	
IV.		Adjournment	Sandy Martin

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

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

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

**Regional Center of Orange County
Board of Directors' Meeting Minutes
September 4, 2025**

Board Members Present:

(Members in-person, unless otherwise noted)

Sandy Martin, Chairperson *(joined virtually)*
Marcell Bassett
Amy Jessee *(left at 7:24 p.m.)*
Bruce Hall
Yvonne Kluttz *(left at 7:24 p.m.)*
Lorena Medina *(joined virtually)*
Chinh Nguyen
Jacqueline Nguyen
Fernando Peña *(left at 7:30 p.m.)*
Rick Perez

Board Members Absent:

Meena Chockalingam
Frances Hernandez
Liza Krassner
Hilda Mendez

Corporate Counsel Present:

Greg Simonian, Esq.

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

I. General Session

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

Ms. Fernando Peña led attendees in a recitation of the Pledge of Allegiance.
Mr. 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. Jacqueline Nguyen 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 5, 2025
2. Budget and Finance Committee
 - a. Approval of Monthly Sufficiency of Allocation Report, May 2025
 - b. Approval of Monthly Sufficiency of Allocation Report, June 2025
 - c. Approval of Monthly Sufficiency of Allocation Report, July 2025

- d. Approval of Amendment E-4 for Fiscal Year 2023-24
- e. Approval of Amendment A-3 for Fiscal Year 2024-25
- f. Approval of Amendment B-2 for Fiscal Year 2025-26

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

E. Executive Director's Report

1. Recognition of Persons' Served Employment Longevity

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

2. Approval of Request for Waiver of Potential Conflict of Interest and Conflict Resolution Plan for Sandra Soto, Quality Assurance Coordinator

M/S/C to Approve the Request for Waiver of Potential Conflict of Interest and Conflict Resolution Plan for Sandra Soto, Quality Assurance Coordinator, as presented

3. Information Regarding Agreement for Start-Up Funds for Specialized Residential Facility for Children with Amare Manor, LLC (CRDP Project No. 2425-4)

Ms. Theresa Ta, RCOC's Manager of Safety Net and Resource Development, reported that the Department of Developmental Services (DDS) made a special allocation to RCOC's Community Resource Development Plan (CRDP) for the development of a Specialized Residential Facility for Children (Children's SRF). The facility will serve children 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.

Ms. Ta stated that DDS allocated \$200,000 in Fiscal Year 2024-2025 CRDP start-up funding for the service provider responsible for developing and operating the Children's SRF. On December 17, 2024, RCOC issued a Request for Proposals (RFP) for a service provider. One proposal was received from Amare Manor, LLC (Amare). The RFP Review Committee evaluated the proposal, conducted an interview with the applicant and determined Amare had the qualifications and experience needed to successfully complete development of the Children's SRF. The Committee recommended awarding the project to Amare. The award was approved by Larry Landauer, Executive Director, and the Agreement was entered into on June 27, 2025.

4. Information Regarding Agreement for Start-Up Funds for Specialized Adult Day Program with VILP, Inc. (CRDP Project No. 2425-5)

Ms. Ta reported that DDS made a special allocation to RCOC's CRDP for the development of a Specialized Adult Day Program (SADP).

This will be a site-based program licensed through the Department of Social Services, Community Care Licensing Division, serving individuals who have complex needs including significant self-care, mobility, and ambulation needs.

Ms. Ta stated that DDS allocated \$200,000 in Fiscal Year 2024-2025 CRDP start-up funding for the service provider responsible for developing and operating the SADP. On December 17, 2024, RCOC posted a Request for Proposals (RFP) for a service provider. Seven responses were received, only six of which met the initial criteria for consideration. The RFP Review Committee evaluated the proposals and interviewed the applicants. VILP, Inc., doing business as Vocational Innovations La Palma, received the highest score and was recommended by the RFP Review Committee for the Agreement for Start-Up Funds for a SADP. The award was approved by Larry Landauer, Executive Director, and the Agreement was entered into on June 30, 2025.

5. Information Regarding Agreement for Start-Up Funds for Crisis Personal Assistance Services with My Life Services, Inc. (CRDP Project No. 2425-7)

Ms. Ta reported that DDS made a special allocation to RCOC's CRDP for the development of Crisis Personal Assistance Services (Crisis PA). The purpose is to provide immediate support to individuals residing in the family home experiencing acute crisis, individuals discharged from a 5150 hold needing a home with supports, and individuals needing support in-home until placement is identified.

Ms. Ta stated that DDS allocated \$100,000 in Fiscal Year 2024-2025 CRDP start-up funding for the service provider that will develop and provide the Crisis PA services. On December 17, 2024, RCOC posted a Request for Proposal (RFP) for a service provider. Two responses were received. The RFP Review Committee evaluated the proposals and interviewed the applicants. My Life Services, Inc. received the higher score and was recommended by the RFP Review Committee for the Agreement for Start-Up Funds for Crisis PA. The award was approved by Larry Landauer, Executive Director, and the Agreement was entered into on June 27, 2025.

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

- *California's State Budget.* Mr. Landauer reviewed recent reports from the Legislative Analyst Office (LAO), which are available on RCOC's website at www.rcocdd.com. The reports included:
 - *Overview of Major Impacts of H.R. 1 – One Big Beautiful Bill Act*, which reviews the impacts on health care coverage and financing, food assistance, personal and corporation taxes and higher education.
 - *2025-2026 Budget: Multiyear Budget Outlook*, which projects that the state is likely to face persistent future deficits. The deficits range from \$10 billion to \$20 billion through 2028-29.

RCOC Board of Directors' Meeting Minutes
September 4, 2025

- *Purchase of Service (POS) Expenditures for Fiscal Year 2025-26.* Mr. Landauer reported that there is a projected surplus statewide.
- *Person Centered Thinking (PCT).* In Ms. Jennifer Montanez's absence, Ms. Leah Saitz, Person-Centered Thinking (PCT) Coordinator, reported that RCOC continues to offer workshops in English and Spanish on Person-Centered Thinking to families and service providers. The first PCT workshop for service providers took place on June 3, 2025 with about 25 individuals in attendance. More information on PCT workshops can be found on RCOC's website at www.rcocdd.com.
- *Employment.* Mr. Arturo Cazares reported that DDS visited RCOC to discuss employment program activities in Orange County. During the visit, RCOC provided DDS staff with tours of the Project SEARCH Programs at Kaiser Permanente (KP) Irvine and Edwards Life Sciences, where they had the opportunity to speak with program participants. DDS staff expressed that they were very impressed with the great program partnerships and the participants' experiences.

Mr. Cazares also reported that the topic for the next *OC Ask the Experts* workshop, scheduled for October 9, 2025, will be *Project SEARCH – Employment Preparation & Internships in Health Care*. To register and view the event flyer, visit RCOC's website at www.rcocdd.com.

- *Housing.* In Mr. Jack Stanton's absence, Mr. Cazares reported that a new apartment complex in the City of Irvine is on target for completion by December 2025. RCOC has secured five apartment units for persons served but the apartment complex's monthly rate will be unaffordable to those on a fixed income. RCOC submitted a request for funding assistance to reduce the monthly rate through DDS, who denied the request. RCOC will search and identify persons served with the financial resources to reside in the new complex.
- *Legislative and Community Awareness (LCA).* Mr. Landauer reported that RCOC, along with Board member Chinh Nguyen, organized a three-hour tour for Assemblyman Tri Ta. The tour highlighted various facilities offering services, support programs and independent living resident housing.
- *Health and Wellness.* Dr. Bonnie Ivers reported that *Healthy Life, Happy Life* (HLHL) Program hosted a graduation ceremony for about 150 participants who began the program earlier this year. The next program session will run from September through December 2025 and will include three new lessons focused on stress awareness and management. In addition, HLHL has developed both its content and videos in Spanish for use at the September family program. Materials are currently in development in Vietnamese and Korean languages for use in future programs. Dr. Ivers also noted that dental and vision health components will be incorporated into the program in the coming year.

RCOC Board of Directors' Meeting Minutes
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- *RCOC News.* Mr. Landauer reported that the Center for Autism & Neurodevelopmental Disorders (CAND) held various conferences from June through August 2025 in Anaheim and Costa Mesa. Several RCOC staff members presented on multiple topics including: *Enhancing Relationships with Service Coordinators*, *Lanterman Act Services*, and the *Self-Determination Program*. The next training event, titled *Overview of the New Individual Program Plan (IPP)* is scheduled for October 2, 2025.

The Multi-Ethnic Collaborative of Community Agencies (MECCA), held an educational event on June 10, 2025 at the Delhi Center in Santa Ana featuring presentations by RCOC staff and family-friendly activities offered in various languages.

Mr. Landauer and his staff continue to work with the Hispanic families group to address their concerns. The group last met on June 25, 2025 and its next meeting is scheduled for September 24, 2025.

RCOC held its Caseload Ratio Public Meeting on July 8, 2025.

RCOC held its annual Back-to-School Backpack Giveaway and a Recreation Resource Fair on July 19, 2025 at the Santa Ana Zoo.

- *Self-Determination Program (SDP).* Mr. Landauer reported that the SDP Local Volunteer Advisory Committee met on July 14, 2025.

F. Executive Committee

Ms. Martin reported that the Committee met on July 21, 2025, and the next meeting is scheduled for September 15, 2025.

G. Board Recruitment and Training Committee

Ms. Martin reported that the Committee met on July 14, 2025, and reviewed the Board composition, upcoming retreat and training topics. The next Board training will be held on October 2, 2025 on *RCOC's Virtual Chart & Tech Enhancements*.

The next Committee meeting is scheduled for September 8, 2025.

H. Policies and Outcomes Committee

In Ms. Meena Chockalingam's absence, Ms. Nguyen reported that the Committee met on July 21, 2025 and reviewed the Policy on Board Membership and Application Process, Start-Up, Gap and Lag Funding Policy, the Policy on Resource Development and Procurement and the Purchase of Service Policy. Revisions were proposed for the Policy on Board Membership and Application Process and the Start-Up, Gap and Lag Funding Policy.

Ms. Nguyen presented revisions to the Start-Up, Gap and Lag Funding Policy, as recommended by the Policies and Outcomes Committee:

1. Approval of Revisions to the Board Membership and Application Process

M/S/C to approve revisions to the Board Membership and Application Process, as recommended

2. 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 20, 2025.

I. Vendor Advisory Committee

Mr. Rick Perez reported that the Committee met on June 10, 2025 and reelected him to serve as the VAC Chairperson and member of the Board of Directors from July 1, 2025 to June 30, 2026.

The next Committee meeting is scheduled for September 9, 2025.

J. Peer Advisory Committee

Ms. Yvonne Kluttz reported that the Committee met on June 18, 2025 and viewed a presentation on the *2025 Proposed Cuts to Medicaid Funding* by the California State Council on Developmental Disabilities.

The next Committee meeting is scheduled for September 17, 2025.

K. Legislative and Community Awareness Report

Mr. Bruce Hall reported that the Committee met on July 8, 2025. The Committee received updates on media and legislative outreach efforts, as well as community events, including resource fairs and parent trainings.

The next Committee meeting is scheduled for October 14, 2025.

L. ARCA Report

Ms. Martin reported that the ARCA Board of Directors met on August 22, 2025 and finalized the onboarding process for regional center Boards of Directors.

The next ARCA Board of Directors meeting is scheduled for October 17, 2025.

M. Community Forum

Ms. Jacqueline Murillo, Ms. Lulu Aguilar and Ms. Lizbeth Cañas, parents of persons served by RCOC, stressed the importance of making training mandatory for all RCOC service coordinators. The parents stated that such trainings are vital for coordinators to effectively advocate for and support families and persons served in accessing the services they need. The parents expressed that many Hispanic families continue to face challenges with accessing services and experience ongoing rights violations. The parents urged the Board to address these concerns, along with other issues that families continue to encounter with RCOC.

Mr. Bobby Olea, a person served by RCOC, stated that RCOC has great staff. Mr. Olea then asked when the Orange County Transportation Authority (OCTA) will release more information about its new Wave ridership card.

N. Chairperson's Report

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

O. National Core Indicators (NCI) Annual Presentation

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

II. Adjournment

Ms. Jacqueline Nguyen reported that the next Board of Directors' meeting is scheduled for November 6, 2025 at 6:00 p.m.

Ms. Nguyen adjourned the meeting on behalf of Ms. Martin at 7:54 p.m.

Yvonne Kluttz, Secretary

Recorder: Sandra Lomeli

**Regional Center of Orange County
Budget & Finance Committee
Meeting Minutes
September 4, 2025**

Committee Members Present: Jacqueline Nguyen, Chair
Marcell Bassett (*arrived at 4:29 p.m.*)
Bruce Hall
Sandy Martin (*joined virtually*)
Fernando Peña

Committee Members Absent: Liza Krazner

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

Board Counsel Present: Greg E. Simonian

RCOC Staff Present: Larry Landauer, Executive Director
Lilian Castillo, Accounting Manager – Vendorization
Arturo Cazares, Associate Executive Director
Valeria de los Angeles, Accounting Supervisor
Nancy Franco, Accounting Manager, Operations
Dr. Bonnie Ivers, Clinical Director
Christina Petteruto, General Counsel
Linda Pham, Accounting Manager - Operations
Julie Rodriguez, Accounting Supervisor
Marta Vasquez, Chief Financial Officer
Stacy Wong, HR Director

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

1. Approval of Monthly Sufficiency of Allocation Report (SOAR), May and June 2025

Ms. Marta Vasquez reported that RCOC is projecting a deficit of \$38.0 million. RCOC’s projected deficit will be \$30.1 million if all \$7.9 million of the State Plan Amendment receivables are paid. The increase is a result of the full implementation of the Rate Model increases.

M/S/C to approve the monthly SOARs

2. Approval of Monthly Sufficiency of Allocation Report (SOAR), July 2025

Ms. Vasquez reported that RCOC has not received the planning allocation for fiscal year 2025-26. 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, 2025.

M/S/C to approve the monthly SOAR

3. Approval of Budget Amendment E-4, Fiscal Year 2023-24

Ms. Vasquez reported that DDS allocated an additional \$606,376 on the E-4 Budget Amendment.

M/S/C to approve the Budget Amendment

4. Approval of Budget Amendment A-3, Fiscal Year 2024-25

Ms. Vasquez stated that DDS plans to release the A-3 allocation numbers in September and requested Board approval to execute the contract upon receipt.

M/S/C to approve Budget Amendment

5. Approval of Budget Amendment B-2, Fiscal Year 2025-26

Ms. Vasquez reported that RCOC has not received the B-2 planning allocation and stressed the importance of Board approval to proceed with contract execution upon receipt.

M/S/C to approve Budget Amendment

The meeting adjourned at 4:34 p.m.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: November 6, 2025
TO: Board of Directors
FROM: Jacqueline Nguyen
Chair, Budget & Finance Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

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

BACKGROUND:

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

REASON FOR CURRENT ITEM:

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

FISCAL IMPACT:

None.

RECOMMENDATION:

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

REGIONAL CENTER OF ORANGE COUNTY

MEMORANDUM

Date: November 6, 2025

To: Board of Directors

From: Budget and Finance Committee

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

Purchase of Services (POS)

RCOC received the planning allocation that will be used to determine the sufficiency or deficiency of the allocation. The first Sufficiency of Allocation Report (SOAR) for fiscal year 2025-26 is due to DDS on December 10, 2025.

RCOC had a deficit last fiscal year and the full impact of the deficit is still unknown. The full implementation of the Rate Models continues to result in increases for providers retroactive to January 1, 2025. Although the current allocation of \$876.5 million is higher than the \$788.0 that RCOC expended last year, the impact of some pending Rate Model implementation factors are still unknown.

Factors that will affect expenditures in this fiscal year are as follows:

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

In the first quarter of the fiscal year, RCOC's caseload increased by 292 for an annualized caseload growth of 4.2%; the regional center system increased 7,267 persons for an annualized caseload growth of 6.2%.

Operations

RCOC will be within budget for both Operating Expenses and Personal Services. Expenses appear 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, 2025**

	A	B	C	D	E	F	G	H
	B-2 (Previously Preliminary)	ACTUAL SPENT	PROJECTED EXPENDITURES	SOAR PROJECTED EXPENDITURES	(column A-D)/A %	VARIANCE (column A-D) AMOUNT	CHANGE FROM PRIOR MO. REPORTED	SPENT PRIOR YEAR
PURCHASE OF SERVICE	ALLOCATION	YEAR TO DATE	AT "RUN RATE"	n/a	YEAR TO DATE			
(1) Licensed Residential Care	236,062,353	\$ 42,088,879	\$ 252,533,274	\$0	n/a	n/a	n/a	\$235,482,353
(2) Day Care	1,912,492	135,425	1,812,492	0	n/a	n/a	n/a	1,384,204
(3) Day Training	71,952,139	14,515,100	87,090,600	0	n/a	n/a	n/a	99,482,232
(4) Habilitation	9,859,276	1,631,546	9,789,276	0	n/a	n/a	n/a	8,766,557
(5) Transportation	29,370,862	3,684,073	29,277,401	0	n/a	n/a	n/a	19,400,986
(6) Respite	89,057,334	9,328,889	88,846,562	0	n/a	n/a	n/a	82,978,677
(7) Personal Assistance	79,544,608	10,539,085	79,043,138	0	n/a	n/a	n/a	71,848,009
(8) Supported Living	86,205,351	15,186,040	91,116,240	0	n/a	n/a	n/a	78,144,108
(9) Non-medical	81,984,936	11,104,361	81,384,936	0	n/a	n/a	n/a	41,587,868
(10) Medical	77,303,972	10,569,943	87,540,132	0	n/a	n/a	n/a	19,646,741
(11) Other	71,033,420	11,805,570	70,481,015	0	n/a	n/a	n/a	89,116,152
(12) Early Start (Age 0-3)	42,163,144	6,056,197	42,008,303	0	n/a	n/a	n/a	40,117,726
(13) Community Placement Plan	110,000	0	0	0	n/a	n/a	n/a	80,000
(14) Purchase of Service Total	876,559,887	136,645,108	920,923,369	0	0%	0	0	788,035,613
OPERATIONS						\$0 If all SPA receivables are paid.		
(15) Operating Expense (Gross)	14,029,590	3,097,024	18,582,144	14,029,590	0%	0	0	8,936,479
(16) Less Interest Income and SPA Fees	-600,000	-414,606	-2,487,636	-600,000	0%	0	0	-2,841,035
(17) Operating Expense (Net)	13,429,590	2,682,418	16,094,508	13,429,590	0%	0	0	6,095,443
(18) Personal Services	71,394,439	11,544,064	69,264,384	71,394,439	0%	0	0	58,081,996
(19) Family Resource Center/Services	295,515	25,054	150,325	295,515	0%	0	0	219,900
(20) Operations Total	85,119,544	14,251,536	85,509,217	85,119,544	0%	0	0	64,397,339
(21) Total	\$961,679,431	\$150,896,644	\$1,006,432,586	\$85,119,544	0%	\$0	\$0	\$852,432,952

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

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

***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, 2025

ASSETS	GENERAL FUND	CUSTODIAL FUND
CURRENT ASSETS		
Petty cash	\$300.00	
Checking	79,737,245.65	\$60,809.67
Savings	62,330.18	
Money market	0.00	
Payroll	450,077.75	
Donations	208,415.94	
Unemployment	775,476.35	
Certificate of deposit	0.00	
Total current assets	81,233,845.87	60,809.67
RECEIVABLES		
State claim	122,363,971.74	
Client support revenue	12,162.09	519.52
Due from State - prior years	251,991,828.90	
Due from ICF - ICF Supplemental Services	4,584,192.06	
Total receivables	378,952,154.79	519.52
PREPAID ITEMS		
Deposits	293,582.86	
Prepaid expense	0.00	
Total prepaid items	293,582.86	0.00
OTHER ASSETS		
Tenant improvements	155,666.58	
Building acquisition	63,613.98	
Total other assets	219,280.56	0.00
TOTAL ASSETS	\$460,698,864.08	\$61,329.19
LIABILITIES AND FUND BALANCES		
LIABILITIES		
Accounts payable	\$49,752,857.99	\$12,162.09
Due to State - ICF Supplemental Services	0.00	
Loans payable	0.00	
Cash advance	410,009,834.22	
Unemployment insurance	727,755.93	
Total liabilities	460,490,448.14	12,162.09
FUND BALANCES		
General		
Donations	208,415.94	
Custodial		49,167.10
TOTAL LIABILITIES AND FUND BALANCES	\$460,698,864.08	\$61,329.19

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

Beginning Balance		\$208,032.06
Donations:		
The Stewart Family Trust	\$50.00	
Loan Payments	325.00	
Interest	8.88	
Disbursements	<u>0.00</u>	
Net Increase (Decrease)		<u>383.88</u>
Ending Balance		<u><u>\$208,415.94</u></u>

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: November 6, 2025
TO: Board of Directors
FROM: Jacqueline Nguyen
Chair, Budget & Finance Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

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

BACKGROUND:

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

REASON FOR CURRENT ITEM:

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

FISCAL IMPACT:

None.

RECOMMENDATION:

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

REGIONAL CENTER OF ORANGE COUNTY

MEMORANDUM

Date: November 6, 2025

To: Board of Directors

From: Budget and Finance Committee

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

Purchase of Services (POS)

RCOC received the planning allocation that will be used to determine the sufficiency or deficiency of the allocation. The first Sufficiency of Allocation Report (SOAR) for fiscal year 2025-26 is due to DDS on December 10, 2025.

RCOC had a deficit last fiscal year and the full impact of the deficit is still unknown. The full implementation of the Rate Models continues to result in increases for providers retroactive to January 1, 2025. Although the current allocation of \$876.5 million is higher than the \$788.0 that RCOC expended last year, the impact of some pending Rate Model implementation factors are still unknown.

Factors that will affect expenditures in this fiscal year are as follows:

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

In the first quarter of the fiscal year, RCOC's caseload increased by 292 for an annualized caseload growth of 4.2%; the regional center system increased 7,267 persons for an annualized caseload growth of 6.2%.

Operations

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

**Monthly Sufficiency of Allocation Report
As of September 30, 2025**

	A	B	C	D	E	F	G	H
	B-2 (Previously Preliminary) PURCHASE OF SERVICE	ACTUAL SPENT YEAR TO DATE	PROJECTED EXPENDITURES AT "RUN RATE"	SOAR PROJECTED EXPENDITURES n/a	(column A-D)/A %	VARIANCE (column A-D) AMOUNT YEAR TO DATE	CHANGE FROM PRIOR MO. REPORTED	SPENT PRIOR YEAR
(1) Licensed Residential Care	236,062,353	\$ 59,057,230	\$ 252,805,513	\$0	n/a	n/a	n/a	\$235,482,353
(2) Day Care	1,912,492	190,625	1,875,000	0	n/a	n/a	n/a	1,384,204
(3) Day Training	71,952,139	17,991,182	87,054,106	0	n/a	n/a	n/a	99,482,232
(4) Habilitation	9,859,276	1,791,123	9,805,193	0	n/a	n/a	n/a	8,766,557
(5) Transportation	29,370,862	3,862,998	28,972,485	0	n/a	n/a	n/a	19,400,986
(6) Respite	89,057,334	9,378,841	88,618,970	0	n/a	n/a	n/a	82,978,677
(7) Personal Assistance	79,544,608	10,539,085	79,594,608	0	n/a	n/a	n/a	71,848,009
(8) Supported Living	86,205,351	22,499,442	90,298,764	0	n/a	n/a	n/a	78,144,108
(9) Non-medical	81,984,936	16,158,846	81,489,741	0	n/a	n/a	n/a	41,587,868
(10) Medical	77,303,972	17,592,243	87,596,231	0	n/a	n/a	n/a	19,646,741
(11) Other	71,033,420	12,503,483	70,112,989	0	n/a	n/a	n/a	89,116,152
(12) Early Start (Age 0-3)	42,163,144	8,280,254	41,401,270	0	n/a	n/a	n/a	40,117,726
(13) Community Placement Plan	110,000	0	0	0	n/a	n/a	n/a	80,000
(14) Purchase of Service Total	876,559,887	179,845,352	919,624,870	0	0%	0	0	788,035,613
OPERATIONS						\$0 If all SPA receivables are paid.		
(15) Operating Expense (Gross)	14,029,590	3,660,832	14,643,329	14,029,590	0%	0	0	8,936,479
(16) Less Interest Income and SPA Fees	-600,000	-588,994	-2,355,977	-600,000	0%	0	0	-2,841,035
(17) Operating Expense (Net)	13,429,590	3,071,838	12,287,352	13,429,590	0%	0	0	6,095,443
(18) Personal Services	71,394,439	16,621,621	66,486,482	71,394,439	0%	0	0	58,081,996
(19) Family Resource Center/Services	295,515	47,418	189,671	295,515	0%	0	0	219,900
(20) Operations Total	85,119,544	19,740,876	78,963,505	85,119,544	0%	0	0	64,397,339
(21) Total	\$961,679,431	\$199,586,228	\$998,588,375	\$85,119,544	0%	\$0	\$0	\$852,432,952

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

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

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

ASSETS	GENERAL FUND	CUSTODIAL FUND
CURRENT ASSETS		
Petty cash	\$300.00	
Checking	42,022,534.88	\$59,909.29
Savings	17,103.57	
Money market	0.00	
Payroll	454,502.68	
Donations	210,082.53	
Unemployment	775,405.07	
Certificate of deposit	0.00	
Total current assets	43,479,928.73	59,909.29
RECEIVABLES		
State claim	151,747,351.72	
Client support revenue	12,095.61	519.52
Due from State - prior years	63,522,540.09	
Due from ICF - ICF Supplemental Services	5,056,383.11	
Total receivables	220,338,370.53	519.52
PREPAID ITEMS		
Deposits	293,582.86	
Prepaid expense	0.00	
Total prepaid items	293,582.86	0.00
OTHER ASSETS		
Tenant improvements	155,666.58	
Building acquisition	63,613.98	
Total other assets	219,280.56	0.00
TOTAL ASSETS	\$264,331,162.68	\$60,428.81
LIABILITIES AND FUND BALANCES		
LIABILITIES		
Accounts payable	\$50,873,785.04	\$12,095.61
Due to State - ICF Supplemental Services	0.00	
Loans payable	0.00	
Cash advance	212,519,379.85	
Unemployment insurance	727,915.26	
Total liabilities	264,121,080.15	12,095.61
FUND BALANCES		
General		
Donations	210,082.53	
Custodial		48,333.20
TOTAL LIABILITIES AND FUND BALANCES	\$264,331,162.68	\$60,428.81

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

Beginning Balance	\$208,415.94
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Donations:

The Wong Trust	\$100.00
American Online Giving Foundation	<u>2,375.00</u>

Subtotal Donations	\$2,475.00
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Loan Payments	425.00
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Interest	8.59
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Disbursements:

Rent Charges and Late Fees	<u>-1,242.00</u>
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Net Increase (Decrease)	<u>1,666.59</u>
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Ending Balance	<u><u>\$210,082.53</u></u>
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REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: November 6, 2025
TO: Board of Directors
FROM: Jacqueline Nguyen
Chair, Budget & Finance Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: Approval of CalPERS Requirement for a Publicly Available Pay Schedule Effective November 10, 2025

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 June 5, 2025

REASON FOR CURRENT ITEM:

The titles of Chief Information Officer and Lead Quality Assurance (QA) Coordinator were added. The titles of IT Director and Medical Director were removed.

FISCAL IMPACT:

The new titles are promotional opportunities.

The annual impact will be.....approximately \$34,680 plus benefits

RECOMMENDATION:

That the Board approve the salary schedule for RCOC's employees effective November 10, 2025.

		Minimum	Midpoint	Maximum
EXECUTIVE DIRECTOR	HR	113.80	132.75	151.69
	BW	9,104.17	10,619.89	12,135.60
	MO	19,725.71	23,009.76	26,293.80
	YR	236,708.54	276,117.07	315,525.60
PHYSICIAN	HR	78.94	106.92	134.91
ASSOCIATE EXECUTIVE DIRECTOR	BW	6,315.26	8,553.91	10,792.56
	MO	13,683.07	18,533.47	23,383.88
	YR	164,196.79	222,401.65	280,606.51
CHIEF FINANCIAL OFFICER	HR	78.94	96.69	114.44
GENERAL COUNSEL	BW	6,315.26	7,735.04	9,154.82
CHIEF INFORMATION OFFICER	MO	13,683.07	16,759.25	19,835.44
	YR	164,196.79	201,111.06	238,025.33
CONSULTING PHARMACIST	HR	67.10	83.59	100.08
DIRECTOR: Case Management, Community	BW	5,367.81	6,687.11	8,006.40
Services, Clinical, Finance, HR,	MO	11,630.26	14,488.73	17,347.20
Services and Supports	YR	139,563.08	173,864.74	208,166.40
ASSOCIATE DIRECTOR: Finance, Housing,	HR	50.31	63.57	76.82
IT, Risk Management, Employment, Area,	BW	4,024.88	5,085.24	6,145.60
Early Start, Intake	MO	8,720.58	11,018.02	13,315.47
MANAGER: Psychologist	YR	104,646.90	132,216.25	159,785.60
PSYCHOLOGIST	HR	46.84	57.71	68.59
MANAGER: Nursing	BW	3,746.88	4,616.84	5,486.81
	MO	8,118.24	10,003.16	11,888.08
	YR	97,418.88	120,037.93	142,656.97
THERAPIST: Occupational, Physical, Speech	HR	42.79	53.15	63.50
NURSE CONSULTANT	BW	3,423.20	4,251.60	5,080.00
ADMINISTRATOR	MO	7,416.93	9,211.80	11,006.67
MANAGER: Custodian of Records, Employment	YR	89,003.20	110,541.60	132,080.00
Fair Hearings, HR, Network, Organizational Devt.				
Risk, Safety Net, Early Start, Area, Intake, Comm Serv				
CLERK TO THE BOARD, MANAGER:	HR	42.41	50.76	59.10
Family Support/Comm. Outreach	BW	3,392.93	4,060.46	4,728.00
COORDINATOR: PCT, Self-Determination	MO	7,351.34	8,797.67	10,244.00
SPECIALIST: Federal Programs and Benefits	YR	88,216.08	105,572.04	122,928.00
BCBA Masters	HR	35.98	46.68	57.38
AREA and QA SUPERVISOR, RESOURCE	BW	2,878.70	3,734.55	4,590.40
GROUP LEADER, TRAINING COORDINATOR	MO	6,237.19	8,091.53	9,945.87
PROGRAMMER ANALYST, MANAGER	YR	74,846.33	97,098.36	119,350.40
Accounting and IT, ASST. MAN. Fair Hearings				
COORDINATOR: Lead Service, Lead QA,	HR	34.89	42.25	49.62
Federal Programs and Benefits	BW	2,791.47	3,380.35	3,969.22
Deaf and Hard of Hearing Coordinator	MO	6,048.19	7,324.09	8,599.99
Foster System Care, Safety Net	YR	72,578.25	87,889.04	103,199.83
SERVICE COORDINATOR, HCBS COOR., QA COOR.,	HR	33.80	39.25	44.71
ACCOUNTANT, ACCOUNTING SUP.	BW	2,704.13	3,140.37	3,576.62
CULTURAL SPECIALIST/COMM. OUT.	MO	5,858.94	6,804.14	7,749.33
EXECUTIVE LIAISON; HR SPECIALIST	YR	70,307.33	81,649.67	92,992.01
ASSOCIATE PROGRAMMER ANALYST	HR	28.20	33.98	39.76
COORDINATOR: Emergency, IT, Operations,	BW	2,255.64	2,718.27	3,180.90
Systems, Records	MO	4,887.23	5,889.58	6,891.94
	YR	58,646.72	70,675.01	82,703.31
COORDINATOR: Fiscal, SIR, Vendor	HR	26.98	29.84	32.70
SPECIALIST: HRG, Intake, Risk Management	BW	2,158.18	2,387.23	2,616.28
Community Navigator, PEER ADVOCATE	MO	4,676.05	5,172.33	5,668.61
	YR	56,112.61	62,067.97	68,023.32
COORDINATOR: Community Resources,	HR	25.10	27.21	29.33
Fair Hearing, Imaging, Support Services,	BW	2,007.99	2,177.01	2,346.04
Risk Management, Accounting	MO	4,350.64	4,716.86	5,083.09
SPECIALIST: IT	YR	52,207.70	56,602.36	60,997.02
TECHNICIAN: Accounting, Area, IT, Intake	HR	20.66	23.63	26.60
Scanning, Technical Assistant, Receptionist	BW	1,652.71	1,890.55	2,128.39
Account Clerk	MO	3,580.87	4,096.19	4,611.51
	YR	42,970.42	49,154.24	55,338.07
OFFICE AIDE	HR	16.90	17.50	18.11
	BW	1,352.06	1,400.34	1,448.61
	MO	2,929.47	3,034.07	3,138.66
	YR	35,153.66	36,408.81	37,663.95

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: November 6, 2025

TO: Board of Directors

FROM: Larry Landauer
Executive Director

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

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

BACKGROUND:

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

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

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

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

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

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

REASON FOR CURRENT ITEM:

Ms. Lizbeth Jacobson is an RCOC Area Supervisor. Ms. Jacobson's spouse, Jedidiah Jacobson, has a financial interest in Regional Center operations by virtue of his role as a Certified Prosthetist and Orthotist with Aero Prosthetics, a division of Aero Mobility, Inc., an RCOC provider. For this reason, Ms. Jacobson appears to have a conflict of interest under the above discussed statute and regulations.

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

FISCAL IMPACT:

None.

RECOMMENDATIONS:

That the Board approve the Request for Waiver of Potential Conflict of Interest and Conflict Resolution Plan for Lizbeth Jacobson, Area Supervisor.

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST,
REQUEST FOR WAIVER AND CONFLICT RESOLUTION PLAN
FOR
LIZETH JACOBSON – AREA SUPERVISOR
REGIONAL CENTER OF ORANGE COUNTY**

I. Law Governing Conflicts of Interest

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

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

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

- "(a) A regional center employee, contractor, agent or consultant shall not make, participate in making or in any way attempt to use his or her position to influence a regional center decision, in which he or she knows or has reason to know that he or she, or his or her family member has a financial interest.
- (b) 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 prior 12 months.
 - (6) future interests for compensation of five hundred dollars (\$500) or more.
 - (7) personal finances of two hundred fifty dollars (\$250) or more.

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

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

II. Potential Conflict of Ms. Lizeth Jacobson

Lizeth Jacobson is an Area Supervisor for the Regional Center of Orange County (hereinafter "RCOC" or "the Regional Center"). RCOC's Executive Director, Larry Landauer, confirms that Ms. Jacobson is a loyal, effective, productive, and greatly valued employee.

Ms. Jacobson's spouse, Jedidiah Jacobson, has a financial interest in Regional Center operations by virtue of his role as a Certified Prosthetist and Orthotist with Aero Prosthetics, a division of Aero Mobility, Inc., an RCOC provider. For this reason, Ms. Jacobson appears to have a conflict of interest under the above discussed statute and regulations.

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

A. Ms. Jacobson's Position and Duties

As an Area Supervisor, Ms. Jacobson is responsible for approximately 13 Service Coordinators. A copy of her job description is attached as **Exhibit A**.

Ms. Jacobson will have no role or involvement whatsoever with any matter that might conceivably impact Aero Mobility, Inc. which serves both children and adults.

Further, if Ms. Jacobson's staff or persons served require evaluation, planning or recommendations on a matter related to Aero Mobility, Inc., Area Manager,

Isela Velasquez, will take on such matters. The RCOC Organization Chart is attached as Exhibit B. With the changes to be made in this Conflict Resolution Plan, no change in the chart will be necessary except that Ms. Velasquez, Area Manager, will be in the position held by Ms. Jacobson with respect to matters involving Aero Mobility, Inc.

B. Jedidiah Jacobson's Role at Aero Mobility, Inc.

As stated above, Ms. Jacobson's spouse, Jedidiah Jacobson, is a Certified Prosthetist and Orthotist (CPO) at Aero Prosthetics, a division of Aero Mobility, Inc., a vendor of the Regional Center. Aero Mobility, Inc. is an authorized direct dealership that designs and installs custom adaptive driving solutions such as wheelchair lifts conversions, modifications and repair services for developmentally disabled persons served. Aero Mobility, Inc. was vendored on November 14, 2006. RCOC paid \$527,821 in the calendar year 2024, serving 18 persons served.

III. Conflict Resolution Plan

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

Ms. Jacobson will have no duties that relate to Aero Mobility, Inc.

The Regional Center and Ms. Jacobson's suggested Conflict Resolution Plan of this potential conflict of interest is as follows:

1. Ms. Jacobson will, in every conceivable manner, cease interacting with Aero Mobility, Inc. or those who do interact with Aero Mobility, Inc.
2. Ms. Jacobson will not participate in the consideration, preparation, review, presentation, formulation or approval of any report, plan, opinion, recommendation or action regarding RCOC vendor Aero Mobility, Inc.
3. Ms. Jacobson will not review or participate in any discussions, recommendations or decisions about Purchase of Service authorizations for this vendor.
4. Ms. Jacobson will not review or in any way participate in the preparation, consideration, or any follow-up related to Special Incident Reports from or about this vendor.
5. Ms. Jacobson will not create, review, or in any way participate in, any corrective action plans for this vendor.
6. Ms. Jacobson will not participate in any discussions, recommendations, actions, or resolutions of any regarding complaints about this vendor.
7. The Regional Center and Ms. Jacobson agree that Ms. Jacobson will take no part in vendor appeals or fair hearings involving Aero Mobility, Inc.
8. The Regional Center and Ms. Jacobson will ensure that Ms. Jacobson will not access vendor files to Aero Mobility, Inc. either in their electronic or hard copy form.
9. Ms. Jacobson will not be involved in the negotiation, discussion, obligation or commitment of RCOC to a course of action involving RCOC vendor Aero Mobility, Inc.
10. Further, if Ms. Jacobson has matters relating to Aero Mobility, Inc., Area Manager, Ms. Velasquez, will take on such matters.
11. The RCOC management staff will be informed about this Conflict Resolution Plan, and they will be informed of the need to ensure that Ms. Jacobson has no involvement whatsoever in any action or business involving or affecting RCOC vendor Aero Mobility, Inc.
12. RCOC will communicate to the employees that Ms. Jacobson's Conflict Resolution Plan and the need to ensure that Ms. Jacobson plays no role whatsoever in any action involving or affecting RCOC vendor Aero Mobility, Inc.

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

IV. Request For Waiver

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

Respectfully submitted,

By: _____
Lizeth Jacobson, Area Supervisor

Date: _____

By: _____
Isela Velasquez, Area Manager

Date: _____

By: _____
Carie Otto, Associate Director West Area

Date: _____

By: _____
Jennifer Montanez, Director, Case Management

Date: _____

By: _____
Larry Landauer, Executive Director

Date: _____

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: November 6, 2025
TO: RCOC Board of Directors
FROM: Larry Landauer
Executive Director

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

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

BACKGROUND:

The Department of Developmental Services (DDS) has made an allocation to RCOC's Community Resource Development Plan (CRDP) for the development of two Enhanced Behavioral Supports Homes (EBSHs). These facilities will serve individuals who currently reside in a restrictive setting, such as a psychiatric hospital, crisis facility, or locked facility, or who are at risk of being placed in a restrictive setting.

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

REASON FOR CURRENT ITEM:

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

FISCAL IMPACT:

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

RECOMMENDATION:

That the Board approve the Start-Up Funding Agreement with Attainable Behavior Solutions, LLC as presented.

**AGREEMENT FOR START- UP FUNDS FOR
ENHANCED BEHAVIORAL SUPPORTS HOME (EBSH)
BETWEEN REGIONAL CENTER OF ORANGE COUNTY
AND
ATTAINABLE BEHAVIOR SOLUTIONS, LLC**

RCOC CRDP PROJECT NO. 2526-2

This agreement ("Agreement") is made and entered into this ____ day of _____, 2025, by and between the Regional Center of Orange County, a California nonprofit corporation ("RCOC") and Attainable Behavior Solutions, a California Limited Liability Company ("Contractor"). RCOC and Contractor shall be jointly referred to as the "Parties".

RECITALS

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

WHEREAS, DDS has allocated Community Resource Development Plan ("CRDP") Start-Up Funds ("Start-Up Funds") to RCOC to develop a new Enhanced Behavioral Supports Home ("EBSH") to meet the long-term needs of adult RCOC Persons Served; and

WHEREAS, Contractor submitted a proposal ("Contractor's Proposal") to develop an EBSH to serve RCOC Persons Served in response to RCOC's Request for Proposals dated August 5, 2025 ("RFP"); and

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

WHEREAS, Contractor shall operate the Residential Facility and be responsible for furnishing the Residential Facility to create a home-like setting and the provision of long-term care for RCOC Persons Served placed in the Residential Facility in accordance with Title 22 of the California Code of Regulations; and

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

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

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

1. ENTIRE AGREEMENT

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

2. TERM OF THE AGREEMENT

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

3. CONTRACTOR COMPENSATION

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

4. SERVICES TO BE PERFORMED BY CONTRACTOR

- a. Contractor agrees to provide services as specified in this Agreement, which Agreement includes the RFP, and Contractor's Proposal. The RFP is attached hereto as Exhibit A and incorporated herein by reference. Contractor's Proposal is attached to this Agreement as Exhibit B, and incorporated herein by reference. These Agreement documents are to be interpreted as complementary, but in the event of any conflict among the Agreement documents, the order of precedence shall be this Agreement, the RFP and Contractor's Proposal.
- b. To the extent provided in this Agreement, Contractor agrees to develop an EBSH located at a site designated by RCOC in RCOC's service area. The Residential Facility will contain a minimum of four (4) bedrooms and sufficient space to allow the resident(s) to perform all activities of daily living. A minimum of one (1) of the bedrooms shall be designated as non-ambulatory and this designation shall be reflected on the Residential Facility license issued by DSS-CCLD. The Residential Facility shall not be licensed for more than four (4) residents. Contractor shall

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

- c. The Residential Facility is to be licensed in accordance with the DSS-CCLD regulations, Title 22 of the California Code of Regulations, serving persons with developmental disabilities.
- d. Contractor agrees and understands that there will likely be a delay between the effective date of the Residential Facility license and the move-in date of RCOC Persons Served. A transition plan will be developed for each RCOC Person Served, which may require, among other things, face-to-face meetings, meetings at the Residential Facility, and overnight visits.
- e. Contractor shall develop a program design/plan to operate the Residential Facility that meets the requirements of operation set forth in Title 17 and Title 22 of the California Code of Regulations and the specifications contained within the RFP and Contractor Proposal. Contractor agrees to provide services in accordance with this program design/plan once RCOC Persons Served begin residing at the Residential Facility.
- g. Contractor shall provide services only to RCOC Persons Served. The RCOC Persons Served referred to the Residential Facility will have one or more of the following developmental disabilities—mild to severe intellectual disability, cerebral palsy, epilepsy, autism, an Axis I mental health diagnosis as defined in the DSM-V, severe self-care deficits, deficits in speech and hearing, and/or health related conditions that require restricted or non-restricted health care plans. RCOC and Contractor will negotiate a rate for ongoing services provided by Contractor to RCOC Persons Served, which rate shall be subject to DDS approval.
- h. Prior to the admission of the first resident, Contractor shall hire and train all staff necessary to meet regulatory requirements, the home's program design, and the needs of the resident as identified in their Individual Program Plan.
- i. The Residential Facility shall be fully operational and ready to provide services to RCOC Persons Served no later than December 31, 2027. The Parties agree that having the Residential Facility operational by the above date is dependent in part on it being developed by Brilliant Corners and execution of a lease as between Brilliant Corners and Contractor. Contractor shall exercise all due diligence on its part to meet the operational date set forth above

5. NOTICES

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

If to RCOC:

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

With a Copy to:

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

If to the Contractor:

Diana Rojas/Cesar Ocampo
1240 N Park Ave
Pomona, Ca 91768
(919) 671-2812
Drojas@attainablebxs.com

6. CONTRACTOR INVOICE

- a. Contractor shall submit electronic invoices and reports in a form required by RCOC, as described in this paragraph, to RCOC, at the time of completion of any of the milestones described in Exhibit D ("Milestones"), which is attached hereto and incorporated by reference. Each report shall contain the following information: date, amount claimed, with supporting documentation for each of the milestones completed, any difficulties encountered in the completion of one (1) or more the milestones, remedial action taken, and any additional time needed to accomplish the subsequent milestones as a result of the difficulties.
- b. All final documentation supporting all of the Milestones shall be submitted by the Contractor within thirty (30) days after the placement/admission of the first RCOC Person Served, except as may be otherwise approved by RCOC, and no later than March 5, 2028. Final payment shall be withheld until after receipts are reconciled by RCOC and all required documentation has been submitted. RCOC shall have no obligation to pay invoices received after March 5, 2028.

7. MONITORING BY RCOC

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

8. AUDIT AND INSPECTION OF RECORDS

- a. Contractor agrees to maintain and make available to RCOC and to DDS accurate books, invoices, receipts and accounting records relative to its costs and expenses (hereinafter collectively referred to as the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment,

supplies and services or other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.

- b. Contractor will permit RCOC, DDS, and any authorized agency representative with oversight responsibilities to audit, examine and make excerpts, reproductions and transcripts from such records related to all matters covered by this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years after final payment under this Agreement, or until after a final audit has been resolved, whichever is later. The records shall be available during RCOC's regular business hours.
- c. All audits shall be conducted in accordance with the provisions of Section 50606 of Title 17. Contractor shall be bound by Section 50700, *et seq.*, of Title 17 should Contractor elect to appeal any audit finding or recommendation.
- d. The State of California and any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon RCOC by this section.
- e. Contractor shall accept financial liability for any and all audit findings and/or recommendations disclosed by audit and promptly repay amounts owed unless such findings and/or recommendations are appealed and liquidation is stayed pursuant to Section 50705 of Title 17.

9. MANNER OF PAYMENT OF FUNDS

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

10. EQUIPMENT AND MATERIALS ARE PROPERTY OF THE STATE

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

11. CONTRACTOR'S USE of START-UP FUNDS

- a. The Guidelines shall be followed in determining Contractor expenditures which are allowable for reimbursement.

- b. Prior written authorization from RCOC will be required for expenditures not previously approved through the Contractor's Proposal, this Agreement or Exhibit C, before any reimbursement will be made. In seeking such authorization, the Contractor must submit a request for authorization which includes sufficient information for RCOC to evaluate the desirability of incurring such costs and its reasonableness. This may include, but is not limited to, copies of receipts, licenses, permits, bank statements, work orders, etc.
- 12. VENDOR STATUS NEEDED
Contractor will comply with all applicable RCOC vendor requirements to obtain and preserve a current vendor status.
- 13. OFFICIALS NOT TO BENEFIT
No member of or delegate to Congress or the State Legislature shall share in or receive any financial benefit of this Agreement.
- 14. NONDISCRIMINATION IN SERVICES, BENEFITS, AND FACILITIES/PROGRAMS
 - a. During the performance of this Agreement, Contractor and its subcontractor(s) shall not discriminate against any person on the basis of religion, color, ethnic group identification, sex, sexual orientation, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), sex or sexual orientation. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - b. Contractor and its subcontractor(s) shall give written notice of their obligations, where applicable, under this paragraph to labor organizations with which they have a collective bargaining or other agreement.
 - c. Contractor shall include the nondiscrimination and compliance provisions of this paragraph in all subcontracts to perform work under this Agreement.
 - d. In the event of the Contractor's noncompliance with the discrimination provisions of this Agreement or with any applicable Federal rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further State contracts as provided by law.
 - e. RCOC may take such action with respect to this Agreement as the State of California may direct as a means of enforcing provisions pertaining to discrimination, including sanctions for noncompliance.
- 15. TERMINATION
 - a. It is expressly understood and agreed that in the event that Contractor fails to perform its obligations under this Agreement, this Agreement may be terminated by RCOC for cause and all of Contractor's rights hereunder shall be terminated. Such termination for cause shall be effective immediately upon delivery of written notice thereof by RCOC. Immediately upon receipt of such written notice, Contractor shall, unless otherwise directed by RCOC, commence no new work and shall cease all work already begun under this Agreement. Within 14 calendar days after receipt of such written notice, Contractor shall provide RCOC with a list of

all Property purchased with Start-Up Funds and shall surrender same as requested by RCOC.

- b. In the event Contractor fails to operate the Residential Facility for a period of five years, Contractor shall surrender the Property and return 1/5th of the Start-Up Funds received by Contractor for each year or portion thereof rounded to the nearest month, that the Residential Facility is not operated for the five-year period. By way of example, if the Residential Facility is operated for only three years the Contractor shall return 40% of the Start-Up Funds received. The formula for calculating the amount to be returned is: $[(60 \text{ months} - \text{months of Contractor operation}) \div 60 \text{ months}] \times \text{the amount of Start-Up Funds received}$. In the above example the Contractor would return \$100,000. $60 - 36 = 24$; $24 \div 60 = 40\%$; $40\% \times \$250,000 = \$100,000$. The provisions of this subsection b. shall not apply to circumstances entirely beyond Contractor's control that do not allow Contractor to continue to operate the Residential Facility. As required by DDS, Contractor shall issue a trust deed to RCOC on the Property on a form reasonably satisfactory to RCOC and meeting DDS requirements.
- c. RCOC shall have the right to suspend or terminate this Agreement for cause upon the occurrence of a number of factors which include, but are not limited to, the following:
- (1) Failure or refusal of the Contractor to perform or do any act herein required.
 - (2) Conduct or conditions which are detrimental to the safety and well-being of a RCOC Client.
 - (3) Contractor's loss of any license(s), accreditation(s), or certification(s) required for this Agreement.
 - (4) Failure to maintain practices consistent with good management, such as, but no limited to:
 - (A) Failure to maintain any required insurance, pay payroll taxes or other payments required by law.
 - (B) Failure to adhere to established accounting and fiscal practices for the work provided under this Agreement.

16. FUNDING CONTINGENCY

a. Notwithstanding anything in this Agreement to the contrary, the validity of this Agreement (including RCOC's obligation to remit payments to Contractor) is conditioned on RCOC's receipt of adequate funds from DDS to pay for the services described in this Agreement (the "Funding Contingency"). The Funding Contingency is a part of this Agreement because RCOC's annual funding agreement with DDS provides that such funding agreement is subject to the appropriation of funds by the Legislature, and that if such funds are not appropriated for any fiscal year into which such funding agreement extends, the funding agreement is of no force and effect. Further, in the annual funding agreement DDS will specifically allocate a specific amount of funding for each EBSH covered by this Agreement. RCOC shall therefore have the right and option to terminate this Agreement without liability, and such termination shall be deemed a failure of the Funding Contingency, if (1) DDS for any reason fails to allocate funds to RCOC for any period covered by this Agreement for an EBSH; or (2) DDS allocate funds to RCOC for a period covered by this Agreement which RCOC reasonably determines are inadequate to pay for all of the Contractor services and other expenses which RCOC expects to incur in such fiscal year as to any EBSH. In such an event, RCOC has the absolute discretion to elect to fund other services rather than the services identified in this Agreement. When insufficient funds exist for RCOC to pay for all potential services to its

Persons Served, RCOC shall have the right, under clause (2) above, in its sole and absolute discretion to fund services other than the services identified in this Agreement, based on which services RCOC believes are in the best interests of its Persons Served. If there is a failure of the Funding Contingency, then (1) RCOC shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and (2) neither party shall be obligated to further perform any provisions of this Agreement.

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

17. APPLICABLE LAWS

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

18. INDEPENDENT CONTRACTOR

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

19. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

- a. Contractor shall not assign any part of this Agreement or an interest therein, without the prior written approval of the Director of RCOC. The experience, skill, knowledge, good judgment, discretion, capability and reputation of Contractor, its principles, officers, directors, owners and employees were a substantial inducement for RCOC to enter into this Agreement.

- b. RCOC shall not be responsible for any payments of any kind directly to any subcontractors under any circumstance and shall not have any liability for any actions of any subcontractors.

20. AMENDMENT BY LAW

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

21. CONFIDENTIALITY OF RECORDS

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

22. TIME OF THE ESSENCE

Time is of the essence of this Agreement.

23. FUTURE COOPERATION

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

24. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

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

shall pay and satisfy any settlement or any judgment which may be rendered against the Indemnified Parties from an Indemnified Claim; provided that this indemnity section shall not apply to claims arising out of the active negligence or willful misconduct of the Indemnified Parties.

25. WAIVER

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

26. DISPUTE AND ATTORNEYS' FEES

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

26.1.1. If the dispute is of a type governed by the vendor appeal process, then the dispute shall be resolved in accordance with Title 17 regulations.

26.1.2. In the event of any dispute or litigation, including arbitration, arising out of, or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

27. INSURANCE

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

a. Evidence of Coverage. Prior to commencement of any work under this Agreement, Contractor shall provide on an insurance industry approved form a Certificate of Insurance certifying that coverage as required in this Paragraph 27 has been obtained and remains in force for the period required by this Agreement. In addition, Contractor shall produce a certified copy of the policy or policies to RCOC upon request. Each policy shall meet the following requirements:

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

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

- vii. Subcontractor Insurance Requirements. Should any of the Services under this Agreement be provided by a subcontractor, Contractor shall require each subcontractor (of any tier) to provide the coverages specified in this Section 27, or Contractor may insure any subcontractor under its own policies.
- viii. Occurrence vs. Claims Based Insurance. All policies are required to be written on an occurrence basis.
- b. Types of Insurance Policies/Coverage Required. Contractor shall provide insurance through a policy or policies with the following types and coverage, subject to the requirements above.
 - i. Comprehensive General Liability Insurance. Comprehensive General Liability Insurance for bodily injury (including death) and property damage which provides not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate.
 - (1) The coverage shall include:
 - (a) Premises and Operations
 - (b) Contractual Liability expressly including liability assumed under this agreement, excepting the requirement does not apply for service contracts.
 - (c) Personal Injury Liability.
 - (d) Property damage.
 - ii. Comprehensive Automobile Liability Insurance. Comprehensive Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles/watercraft, One Million Dollars (\$1,000,000) annual aggregate.
 - iii. Workers' Compensation Insurance. Workers' Compensation Insurance shall be maintained. Statutory California Workers' Compensation coverage shall include a broad form all-states endorsement and waiver of subrogation.
 - iv. Employers' Liability Coverage. Employers' Liability Coverage of not less than One Million Dollars (\$1,000,000) per occurrence for all employees engaged in work or operations under this Agreement.
 - v. Professional Liability. Professional liability/errors and omissions is required in an amount not less than One Million Dollars (\$1,000,000) per occurrence made and One Million Dollars (\$1,000,000) aggregate.

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

Agreement RCOC determines, in its sole discretion, that additional coverage is necessary to protect RCOC's interests.

28. AUTHORITY TO SIGN

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

29. INTEGRATION CLAUSE/AMENDMENT

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

30. THIRD-PARTY BENEFICIARIES

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

31. HEADINGS

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

Signature of Authorized Representatives of Contracting Parties:

“RCOC” – Regional Center of Orange County

By: _____

Larry Landauer, Executive Director

“CONTRACTOR”

By: _____

Name/Title: _____

Exhibit A

REQUEST FOR PROPOSALS

Exhibit B

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

Exhibit C

GUIDELINES FOR USING START-UP FUNDING

I. General Budget Provisions

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

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

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

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

II. Personnel Services

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

III. Administrative Overhead

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

IV. Consultants

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

V. Real Property

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

VI. Equipment

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

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

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

- B. All approved equipment of any kind purchased from funds reimbursed under the terms of the SUF contract is the property of the State of California. For the purpose of any SUF contract, "equipment" is considered any item purchased with SUF which has a unit acquisition cost of at least five thousand dollars \$5000 or a normal useful life of at least three (3) years. The Contractor must submit to the regional center a detailed inventory, including serial numbers, of any equipment that meets the above criteria. This inventory ("Items Acquired Under Start -Up Fund Contracts") is due within thirty (30) days of the end of the project's completion. The final SUP reimbursement will not be distributed until the regional center's receipt of the inventory.
- C. As a general rule, it can be assumed that equipment with a value under live thousand dollars \$5000 will be amortized and no longer be regional center property after three (3) years. For purposes of the SUF contract, equipment/item costs must be considered the sum of the costs of the items functioning together; e.g., mattress, box springs and frame. For questions concerning specific items over five thousand dollars \$5000, please contact the regional center's SUF

Liaison:

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

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

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

Exhibit D

MILESTONES

Milestone #1

RCOC will make the first (1st) payment to Contractor based upon receipt of a fully executed copy of this Agreement. This payment will serve as the advance to initiate the performance of work described in Paragraph 4. The amount of this payment shall not exceed the sum of \$50,000.00, representing 20% of the total Agreement amount.

Milestone #2

The second (2nd) milestone claim may be submitted by the Contractor after completion of the Community Care Licensing Application for the Residential Facility and proof of submission to the applicable Community Care Licensing office. The amount of this claim shall not exceed the sum of \$50,000.00, representing 20% of the total Agreement amount.

Milestone #3

The third (3rd) milestone claim may be submitted by the Contractor after successful approval by RCOC and DDS of the contractor's Program Design for the Residential Facility that meets all applicable Title 17 regulations. The amount of this claim shall not exceed the sum of \$50,000.00 representing 20% of the total Agreement amount.

Milestone #4

The fourth (4th) milestone may be submitted in one or more claims with an invoice and receipts for RCOC approved expended start-up costs associated with facility development, including but not limited to, furnishings, appliances, equipment, and household supplies. These items must be included in the most currently approved Start-Up Budget. The amount of this claim shall not exceed the sum of \$50,000.00, representing 20% of the total Agreement amount.

Milestone #5

The fifth (5th) milestone may be submitted by the Contractor after successful completion of the Community Care Licensing process for the identified project and proof of Community Care License issued for an EBSH to accommodate four (4) adult Persons Served. The total amount claimable under this milestone shall not exceed the sum of \$25,000.00, representing 10% of the total Agreement amount.

Milestone #6

The sixth (6th) milestone may be submitted in one or more claims with the approval of Contractor's monthly operational budget by RCOC and DDS. This operational budget will detail the rate to be paid to Contractor on a monthly reimbursement schedule for each person served in the EBSH. DDS approval of this rate is dependent on Contractor submitting all necessary documentation supporting the monthly rate. The total amount claimable under this milestone (in one or more claims) shall not exceed the sum of \$25,000.00, representing 10% of the total Agreement amount.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: November 6, 2025

TO: RCOC Board of Directors

FROM: Larry Landauer, Executive Director

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

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

BACKGROUND:

The Department of Developmental Services (DDS) has made an allocation to RCOC's Community Resource Development Plan (CRDP) for the development of two Enhanced Behavioral Supports Homes (EBSHs). These facilities will serve individuals who currently reside in a restrictive setting, such as a psychiatric hospital, crisis facility, or locked facility, or who are at risk of being placed in a restrictive setting.

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

REASON FOR CURRENT ITEM:

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

FISCAL IMPACT:

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

RECOMMENDATION:

That the Board approve the Start-Up Funding Agreement with California Enhanced Behavioral Support Services LLC as presented.

**AGREEMENT FOR START- UP FUNDS FOR
ENHANCED BEHAVIORAL SUPPORTS HOME (EBSH)
BETWEEN REGIONAL CENTER OF ORANGE COUNTY
AND
CALIFORNIA ENHANCED BEHAVIORAL SUPPORT SERVICES LLC**

RCOC CRDP PROJECT NO. 2526-3

This agreement ("Agreement") is made and entered into this ____ day of _____, 2025, by and between the Regional Center of Orange County, a California nonprofit corporation ("RCOC") and California Enhanced Behavioral Support Services, a California Limited Liability Company ("Contractor"). RCOC and Contractor shall be jointly referred to as the "Parties".

RECITALS

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

WHEREAS, DDS has allocated Community Resource Development Plan ("CRDP") Start-Up Funds ("Start-Up Funds") to RCOC to develop a new Enhanced Behavioral Supports Home ("EBSH") to meet the long-term needs of adult RCOC Persons Served; and

WHEREAS, Contractor submitted a proposal ("Contractor's Proposal") to develop an EBSH to serve RCOC Persons Served in response to RCOC's Request for Proposals dated August 5, 2025 ("RFP"); and

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

WHEREAS, Contractor shall operate the Residential Facility and be responsible for furnishing the Residential Facility to create a home-like setting and the provision of long-term care for RCOC Persons Served placed in the Residential Facility in accordance with Title 22 of the California Code of Regulations; and

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

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

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

1. ENTIRE AGREEMENT

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

2. TERM OF THE AGREEMENT

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

3. CONTRACTOR COMPENSATION

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

4. SERVICES TO BE PERFORMED BY CONTRACTOR

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

b. To the extent provided in this Agreement, Contractor agrees to develop an EBSH located at a site designated by RCOC in RCOC's service area. The Residential Facility will contain a minimum of four (4) bedrooms and sufficient space to allow the resident(s) to perform all activities of daily living. A minimum of one (1) of the bedrooms shall be designated as non-ambulatory and this designation shall be reflected on the Residential Facility license issued by DSS-CCLD. The Residential Facility shall not be licensed for more than four (4) residents. Contractor shall

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

- c. The Residential Facility is to be licensed in accordance with the DSS-CCLD regulations, Title 22 of the California Code of Regulations, serving persons with developmental disabilities.
- d. Contractor agrees and understands that there will likely be a delay between the effective date of the Residential Facility license and the move-in date of RCOC Persons Served. A transition plan will be developed for each RCOC Person Served, which may require, among other things, face-to-face meetings, meetings at the Residential Facility, and overnight visits.
- e. Contractor shall develop a program design/plan to operate the Residential Facility that meets the requirements of operation set forth in Title 17 and Title 22 of the California Code of Regulations and the specifications contained within the RFP and Contractor Proposal. Contractor agrees to provide services in accordance with this program design/plan once RCOC Persons Served begin residing at the Residential Facility.
- g. Contractor shall provide services only to RCOC Persons Served. The RCOC Persons Served referred to the Residential Facility will have one or more of the following developmental disabilities—mild to severe intellectual disability, cerebral palsy, epilepsy, autism, an Axis I mental health diagnosis as defined in the DSM-V, severe self-care deficits, deficits in speech and hearing, and/or health related conditions that require restricted or non-restricted health care plans. RCOC and Contractor will negotiate a rate for ongoing services provided by Contractor to RCOC Persons Served, which rate shall be subject to DDS approval.
- h. Prior to the admission of the first resident, Contractor shall hire and train all staff necessary to meet regulatory requirements, the home's program design, and the needs of the resident as identified in their Individual Program Plan.
- i. The Residential Facility shall be fully operational and ready to provide services to RCOC Persons Served no later than December 31, 2027. The Parties agree that having the Residential Facility operational by the above date is dependent in part on it being developed by Brilliant Corners and execution of a lease as between Brilliant Corners and Contractor. Contractor shall exercise all due diligence on its part to meet the operational date set forth above

5. NOTICES

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

If to RCOC:

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

With a Copy to:

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

If to the Contractor:

Jesse Garcia and Adalberto Ortiz
P.O. Box 2051
Indio, CA 92202
E-Mail: jesse@cali4all.com
Phone: (760) 601-7307

6. CONTRACTOR INVOICE

- a. Contractor shall submit electronic invoices and reports in a form required by RCOC, as described in this paragraph, to RCOC, at the time of completion of any of the milestones described in Exhibit D ("Milestones"), which is attached hereto and incorporated by reference. Each report shall contain the following information: date, amount claimed, with supporting documentation for each of the milestones completed, any difficulties encountered in the completion of one (1) or more the milestones, remedial action taken, and any additional time needed to accomplish the subsequent milestones as a result of the difficulties.
- b. All final documentation supporting all of the Milestones shall be submitted by the Contractor within thirty (30) days after the placement/admission of the first RCOC Person Served, except as may be otherwise approved by RCOC, and no later than March 5, 2028. Final payment shall be withheld until after receipts are reconciled by RCOC and all required documentation has been submitted. RCOC shall have no obligation to pay invoices received after March 5, 2028.

7. MONITORING BY RCOC

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

8. AUDIT AND INSPECTION OF RECORDS

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

- b. Contractor will permit RCOC, DDS, and any authorized agency representative with oversight responsibilities to audit, examine and make excerpts, reproductions and transcripts from such records related to all matters covered by this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years after final payment under this Agreement, or until after a final audit has been resolved, whichever is later. The records shall be available during RCOC's regular business hours.
- c. All audits shall be conducted in accordance with the provisions of Section 50606 of Title 17. Contractor shall be bound by Section 50700, *et seq.*, of Title 17 should Contractor elect to appeal any audit finding or recommendation.
- d. The State of California and any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon RCOC by this section.
- e. Contractor shall accept financial liability for any and all audit findings and/or recommendations disclosed by audit and promptly repay amounts owed unless such findings and/or recommendations are appealed and liquidation is stayed pursuant to Section 50705 of Title 17.

9. MANNER OF PAYMENT OF FUNDS

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

10. EQUIPMENT AND MATERIALS ARE PROPERTY OF THE STATE

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

11. CONTRACTOR'S USE of START-UP FUNDS

- a. The Guidelines shall be followed in determining Contractor expenditures which are allowable for reimbursement.
- b. Prior written authorization from RCOC will be required for expenditures not previously approved through the Contractor's Proposal, this Agreement or Exhibit C, before any reimbursement will be made. In seeking such authorization, the

Contractor must submit a request for authorization which includes sufficient information for RCOC to evaluate the desirability of incurring such costs and its reasonableness. This may include, but is not limited to, copies of receipts, licenses, permits, bank statements, work orders, etc.

12. VENDOR STATUS NEEDED

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

13. OFFICIALS NOT TO BENEFIT

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

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

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

15. TERMINATION

- a. It is expressly understood and agreed that in the event that Contractor fails to perform its obligations under this Agreement, this Agreement may be terminated by RCOC for cause and all of Contractor's rights hereunder shall be terminated. Such termination for cause shall be effective immediately upon delivery of written notice thereof by RCOC. Immediately upon receipt of such written notice, Contractor shall, unless otherwise directed by RCOC, commence no new work and shall cease all work already begun under this Agreement. Within 14 calendar days after receipt of such written notice, Contractor shall provide RCOC with a list of all Property purchased with Start-Up Funds and shall surrender same as requested by RCOC.

- b. In the event Contractor fails to operate the Residential Facility for a period of five years, Contractor shall surrender the Property and return 1/5th of the Start-Up Funds received by Contractor for each year or portion thereof rounded to the nearest month, that the Residential Facility is not operated for the five-year period. By way of example, if the Residential Facility is operated for only three years the Contractor shall return 40% of the Start-Up Funds received. The formula for calculating the amount to be returned is: $[(60 \text{ months} - \text{months of Contractor operation}) \div 60 \text{ months}] \times \text{the amount of Start-Up Funds received}$. In the above example the Contractor would return \$100,000. $60 - 36 = 24$; $24 \div 60 = 40\%$; $40\% \times \$250,000 = \$100,000$. The provisions of this subsection b. shall not apply to circumstances entirely beyond Contractor's control that do not allow Contractor to continue to operate the Residential Facility. As required by DDS, Contractor shall issue a trust deed to RCOC on the Property on a form reasonably satisfactory to RCOC and meeting DDS requirements.
- c. RCOC shall have the right to suspend or terminate this Agreement for cause upon the occurrence of a number of factors which include, but are not limited to, the following:
- (1) Failure or refusal of the Contractor to perform or do any act herein required.
 - (2) Conduct or conditions which are detrimental to the safety and well-being of a RCOC Client.
 - (3) Contractor's loss of any license(s), accreditation(s), or certification(s) required for this Agreement.
 - (4) Failure to maintain practices consistent with good management, such as, but no limited to:
 - (A) Failure to maintain any required insurance, pay payroll taxes or other payments required by law.
 - (B) Failure to adhere to established accounting and fiscal practices for the work provided under this Agreement.

16. FUNDING CONTINGENCY

a. Notwithstanding anything in this Agreement to the contrary, the validity of this Agreement (including RCOC's obligation to remit payments to Contractor) is conditioned on RCOC's receipt of adequate funds from DDS to pay for the services described in this Agreement (the "Funding Contingency"). The Funding Contingency is a part of this Agreement because RCOC's annual funding agreement with DDS provides that such funding agreement is subject to the appropriation of funds by the Legislature, and that if such funds are not appropriated for any fiscal year into which such funding agreement extends, the funding agreement is of no force and effect. Further, in the annual funding agreement DDS will specifically allocate a specific amount of funding for each EBSH covered by this Agreement. RCOC shall therefore have the right and option to terminate this Agreement without liability, and such termination shall be deemed a failure of the Funding Contingency, if (1) DDS for any reason fails to allocate funds to RCOC for any period covered by this Agreement for an EBSH; or (2) DDS allocate funds to RCOC for a period covered by this Agreement which RCOC reasonably determines are inadequate to pay for all of the Contractor services and other expenses which RCOC expects to incur in such fiscal year as to any EBSH. In such an event, RCOC has the absolute discretion to elect to fund other services rather than the services identified in this Agreement. When insufficient funds exist for RCOC to pay for all potential services to its Persons Served, RCOC shall have the right, under clause (2) above, in its sole and absolute discretion to fund services other than the services identified in this Agreement, based on which services RCOC believes are in

the best interests of its Persons Served. If there is a failure of the Funding Contingency, then (1) RCOC shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and (2) neither party shall be obligated to further perform any provisions of this Agreement.

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

17. APPLICABLE LAWS

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

18. INDEPENDENT CONTRACTOR

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

19. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

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

20. AMENDMENT BY LAW

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

21. CONFIDENTIALITY OF RECORDS

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

22. TIME OF THE ESSENCE

Time is of the essence of this Agreement.

23. FUTURE COOPERATION

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

24. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

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

25. WAIVER

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

26. DISPUTE AND ATTORNEYS' FEES

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

26.1.1. If the dispute is of a type governed by the vendor appeal process, then the dispute shall be resolved in accordance with Title 17 regulations.

26.1.2. In the event of any dispute or litigation, including arbitration, arising out of, or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

27. INSURANCE

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

a. Evidence of Coverage. Prior to commencement of any work under this Agreement, Contractor shall provide on an insurance industry approved form a Certificate of Insurance certifying that coverage as required in this Paragraph 27 has been obtained and remains in force for the period required by this Agreement. In addition, Contractor shall produce a certified copy of the policy or policies to RCOC upon request. Each policy shall meet the following requirements:

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

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

only and not contributing with insurance provided under this policy.

- ii. Notice of Cancellation or Change of Coverage Endorsement. Each policy shall include an endorsement evidencing that the policy shall not be canceled or changed so as to no longer meet the specified RCOC insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to RCOC at the address shown on the Certificate of Insurance.
- iii. Separation Clause Endorsement. Each policy shall include an endorsement evidencing that the policy provides coverage separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the company's limit of liability.
- iv. Termination of Insurance. If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed, or any action or any inaction in connection with this Agreement.
- v. Qualifying Insurers. All coverages shall be issued by insurance companies that must be:
 - (1) Rated A-:VII or better according to the current Best's Key Rating Guide/Property-Casualty/United States; or
 - (2) A company of equal financial stability that is approved by Project Manager or his/her designee; and
 - (3) Admitted in the State of California.
- vi. Deductible Amounts in Standard Policy. Any policy deductible or self-insured retention on any insurance policy (except auto) which exceeds \$10,000 requires prior written approval of Project Manager or his/her designee. Any policy deductible or self-insured retention on automobile liability over \$5,000 requires prior written approval of RCOC. No approved deductible shall in any way limit liabilities assumed by Contractor under this Agreement.
- vii. Subcontractor Insurance Requirements. Should any of the Services under this Agreement be provided by a subcontractor, Contractor shall require each subcontractor (of any tier) to provide the coverages specified in this Section 27, or Contractor may insure any subcontractor under its own policies.

- viii. Occurrence vs. Claims Based Insurance. All policies are required to be written on an occurrence basis.
- b. Types of Insurance Policies/Coverage Required. Contractor shall provide insurance through a policy or policies with the following types and coverage, subject to the requirements above.
- i. Comprehensive General Liability Insurance. Comprehensive General Liability Insurance for bodily injury (including death) and property damage which provides not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate.
- (1) The coverage shall include:
- (a) Premises and Operations
- (b) Contractual Liability expressly including liability assumed under this agreement, excepting the requirement does not apply for service contracts.
- (c) Personal Injury Liability.
- (d) Property damage.
- ii. Comprehensive Automobile Liability Insurance. Comprehensive Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles/watercraft, One Million Dollars (\$1,000,000) annual aggregate.
- iii. Workers' Compensation Insurance. Workers' Compensation Insurance shall be maintained. Statutory California Workers' Compensation coverage shall include a broad form all-states endorsement and waiver of subrogation.
- iv. Employers' Liability Coverage. Employers' Liability Coverage of not less than One Million Dollars (\$1,000,000) per occurrence for all employees engaged in work or operations under this Agreement.
- v. Professional Liability. Professional liability/errors and omissions is required in an amount not less than One Million Dollars (\$1,000,000) per occurrence made and One Million Dollars (\$1,000,000) aggregate.
- vi. Sexual Misconduct Liability. Sexual misconduct liability insurance in an amount equal to One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate.

- c. Duration of Insurance. Contractor shall maintain all coverage and insurance for the entire term and for any extended period agreed upon within this Agreement.
- d. Maintain Records re Insurance Coverage. Contractor shall maintain records regarding all coverage and insurance for the term of this Agreement and for any extended period agreed upon within this Agreement.
- e. Withhold Payment for Lack of Required Coverage. RCOC reserves the right to withhold payment of CRDP Funds in the event of material noncompliance with the applicable insurance requirements outlined in this Section 27.
- f. Remedies for Failure to Provide or Maintain Required Insurance or Endorsements. In addition to any other remedies RCOC may have if Contractor (or any subcontractor) fails to provide or maintain any insurance required by this Section 27 to the extent and within the time required by this Agreement, RCOC may, at its sole option:
 - i. Obtain the insurance and deduct and retain the amount of the premiums for the insurance from any monies due under this Agreement.
 - ii. Order Contractor (and any subcontractor) to cease performance of the work and/or withhold funding until Contractor (or subcontractor) demonstrates compliance with the insurance requirements of this Agreement.
 - iii. Immediately and without further cause terminate this Agreement. Exercise of any of the above remedies are in addition to any other remedies RCOC may have and are not the exclusive remedies for Contractor's (or subcontractor's) failure to maintain or secure appropriate policies or endorsements. Nothing in this Agreement shall be construed as limiting in any way the extent to which Contractor (or any subcontractor) may be held responsible for payments of damages to persons or property resulting from Contractor's (or any subcontractor's) performance under this Agreement.
- g. Modification of Insurance Requirements. RCOC may modify the insurance requirements set forth above if at any time during the term of this Agreement RCOC determines, in its sole discretion, that additional coverage is necessary to protect RCOC's interests.

28. AUTHORITY TO SIGN

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

29. INTEGRATION CLAUSE/AMENDMENT

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

30. THIRD-PARTY BENEFICIARIES

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

31. HEADINGS

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

Signature of Authorized Representatives of Contracting Parties:

“RCOC” – Regional Center of Orange County

By: _____

Larry Landauer, Executive Director

“CONTRACTOR”

By: _____

Name/Title: _____

Exhibit A

REQUEST FOR PROPOSALS

Exhibit B

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

Exhibit C

GUIDELINES FOR USING START-UP FUNDING

I. General Budget Provisions

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

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

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

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

II. Personnel Services

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

III. Administrative Overhead

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

IV. Consultants

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

V. Real Property

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

VI. Equipment

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

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

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

- B. All approved equipment of any kind purchased from funds reimbursed under the terms of the SUF contract is the property of the State of California. For the purpose of any SUF contract, "equipment" is considered any item purchased with SUF which has a unit acquisition cost of at least five thousand dollars \$5000 or a normal useful life of at least three (3) years. The Contractor must submit to the regional center a detailed inventory, including serial numbers, of any equipment that meets the above criteria. This inventory ("Items Acquired Under Start -Up Fund Contracts") is due within thirty (30) days of the end of the project's completion. The final SUP reimbursement will not be distributed until the regional center's receipt of the inventory.
- C. As a general rule, it can be assumed that equipment with a value under live thousand dollars \$5000 will be amortized and no longer be regional center property after three (3) years. For purposes of the SUF contract, equipment/item costs must be considered the sum of the costs of the items functioning together; e.g., mattress, box springs and frame. For questions concerning specific items over five thousand dollars \$5000, please contact the regional center's SUF

Liaison:

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

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

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

Exhibit D

MILESTONES

Milestone #1

RCOC will make the first (1st) payment to Contractor based upon receipt of a fully executed copy of this Agreement. This payment will serve as the advance to initiate the performance of work described in Paragraph 4. The amount of this payment shall not exceed the sum of \$50,000.00, representing 20% of the total Agreement amount.

Milestone #2

The second (2nd) milestone claim may be submitted by the Contractor after completion of the Community Care Licensing Application for the Residential Facility and proof of submission to the applicable Community Care Licensing office. The amount of this claim shall not exceed the sum of \$50,000.00, representing 20% of the total Agreement amount.

Milestone #3

The third (3rd) milestone claim may be submitted by the Contractor after successful approval by RCOC and DDS of the contractor's Program Design for the Residential Facility that meets all applicable Title 17 regulations. The amount of this claim shall not exceed the sum of \$50,000.00 representing 20% of the total Agreement amount.

Milestone #4

The fourth (4th) milestone may be submitted in one or more claims with an invoice and receipts for RCOC approved expended start-up costs associated with facility development, including but not limited to, furnishings, appliances, equipment, and household supplies. These items must be included in the most currently approved Start-Up Budget. The amount of this claim shall not exceed the sum of \$50,000.00, representing 20% of the total Agreement amount.

Milestone #5

The fifth (5th) milestone may be submitted by the Contractor after successful completion of the Community Care Licensing process for the identified project and proof of Community Care License issued for an EBSH to accommodate four (4) adult Persons Served. The total amount claimable under this milestone shall not exceed the sum of \$25,000.00, representing 10% of the total Agreement amount.

Milestone #6

The sixth (6th) milestone may be submitted in one or more claims with the approval of Contractor's monthly operational budget by RCOC and DDS. This operational budget will detail the rate to be paid to Contractor on a monthly reimbursement schedule for each person served in the EBSH. DDS approval of this rate is dependent on Contractor submitting all necessary documentation supporting the monthly rate. The total amount claimable under this milestone (in one or more claims) shall not exceed the sum of \$25,000.00, representing 10% of the total Agreement amount.

Summary of Information About Persons Served - August 2025

NUMBER OF PERSONS SERVED	27,919	100%
Children - Birth to Age Three Receiving Early Start Services	3,374	12%
Children - Ages Three to Five Receiving Provisional Services	460	2%
Children - Ages Three to 17 Receiving Lanterman Services	9,940	36%
Adults - Ages 18 and Older Receiving Lanterman Services	14,145	51%

Children - Birth to Age Three Receiving Prevention Resource and Referral Services	397
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Children and Adults - Ages Three and Older Receiving Lanterman Services with the Following Diagnoses:

Intellectual Disability	11,474	51%
Epilepsy	2,873	13%
Cerebral Palsy	2,524	11%
Autism	12,398	50%
Fifth Category*	2,154	9%

* condition closely related to intellectual disability and requiring similar treatment

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

NUMBER OF PERSONS REQUESTING ELIGIBILITY DETERMINATION	387
Early Start / Under Age Three / 45 days to complete determination	295
Lanterman / Over Age Three / 120 days to complete determination	96
Provisional / Up to Age Five / 90 days to complete determination	14

NUMBER OF PERSONS DETERMINED ELIGIBLE	160
Children - Birth to Age Three Eligible for Early Start Services	1
Children and Adults - Ages Three and Older Eligible for Lanterman Services	95
• Number of children who received Early Start services	35
• Number of children who received Early Start services and had a diagnosis of autism	27
Children - Birth to Age Three Eligible for Prevention Resource and Referral Services	2

NUMBER OF CHILDREN NO LONGER ELIGIBLE FOR EARLY START OR PREVENTION RESOURCE AND REFERRAL SERVICES	145
Children - Age Three No Longer Eligible for Early Start Services	142
Children - Age Three No Longer Eligible for Prevention Resource and Referral Services	3

REGIONAL CENTER OF ORANGE COUNTY



OPERATIONS REPORT

AUGUST 2025 ACTIVITY

Mission Statement

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

COMMUNITY LIFE

Related Guiding Principles

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

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

Type and Number of Reviews	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Annual Review	42	50				
Unannounced	86	92				
Total Number of Reviews	128	142	0	0	0	0

Provider Trainings	0	0				
Technical Support	304	327				
Corrective Action Plans	3	8				
Special Incident Investigations*	33	75				

Type and Number of Reviews	Jan.	Feb.	Mar.	Apr.	May	June	Total
Annual Review							92
Unannounced							178
Total Number of Reviews	0	0	0	0	0	0	270

Provider Trainings							0
Technical Support							631
Corrective Action Plans							11
Special Incident Investigations*							108

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

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

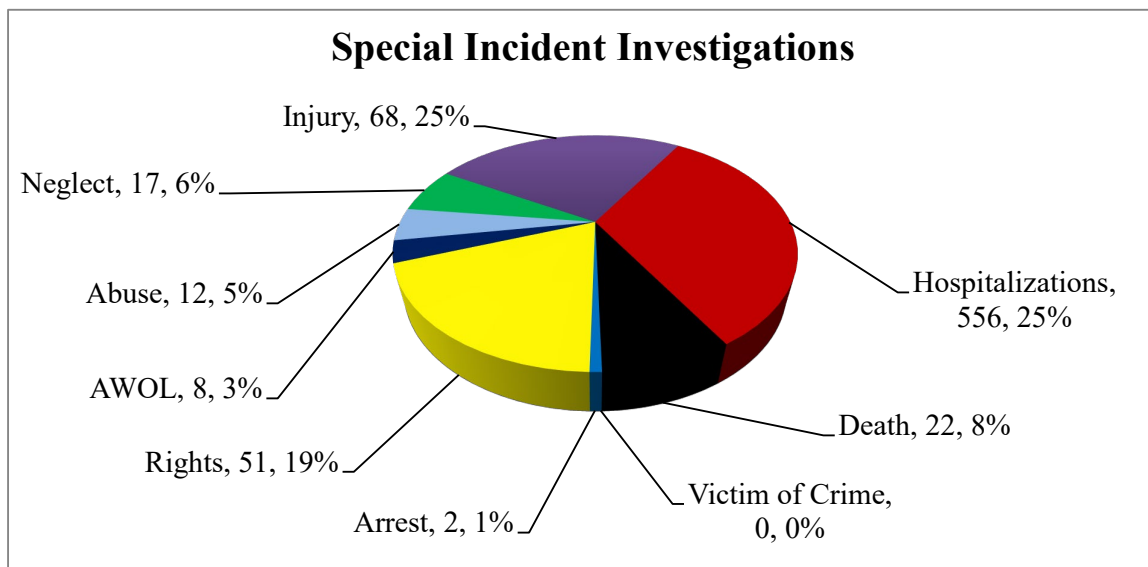
- (A) The consumer is missing and the vendor or long-term health care facility has filed a missing persons report with a law enforcement agency;
- (B) Reasonably suspected abuse/exploitation including:
 - 1. Physical;
 - 2. Sexual;
 - 3. Fiduciary;
 - 4. Emotional/mental; or
 - 5. Physical and/or chemical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

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

Type and Number of Special Incident Investigations
Fiscal Year 2025-26

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

Type of Incident	Jan.	Feb.	Mar.	Apr.	May	June	Total
AWOL							8
Abuse							12
Neglect							17
Injury							68
Hospitalizations - Total							87
<i>Psychiatric</i>							13
<i>Medical</i>							74
Death							22
Victim of Crime							0
Arrest							2
Rights							51
Total	0	0	0	0	0	0	267



COMMUNITY LIFE continued

Provider Audits

Fiscal Year 2025-26

Number of Audits / Appeals / Recoveries

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

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

State Appeal						
Recovery						

Audit Findings (Dollar Amount)

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

Number of Appeals / Recoveries

State Appeal							0
Recovery							0

Audit Findings (Dollar Amount)

<i>Amount of Recovery</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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FAMILY SUPPORTS

Related Guiding Principles

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

Fiscal Year 2025-26

Number of Authorizations for Voucher Services

Type of Service	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Day Care - Family Member	93	76				
Diapers - Family Member	3	2				
Nursing Service - Family Member	55	42				
Respite Service - Family Member	697	725				
Transportation - Family Member	222	312				
Total Number of Voucher Authorizations	1,070	1,157	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 2025-26

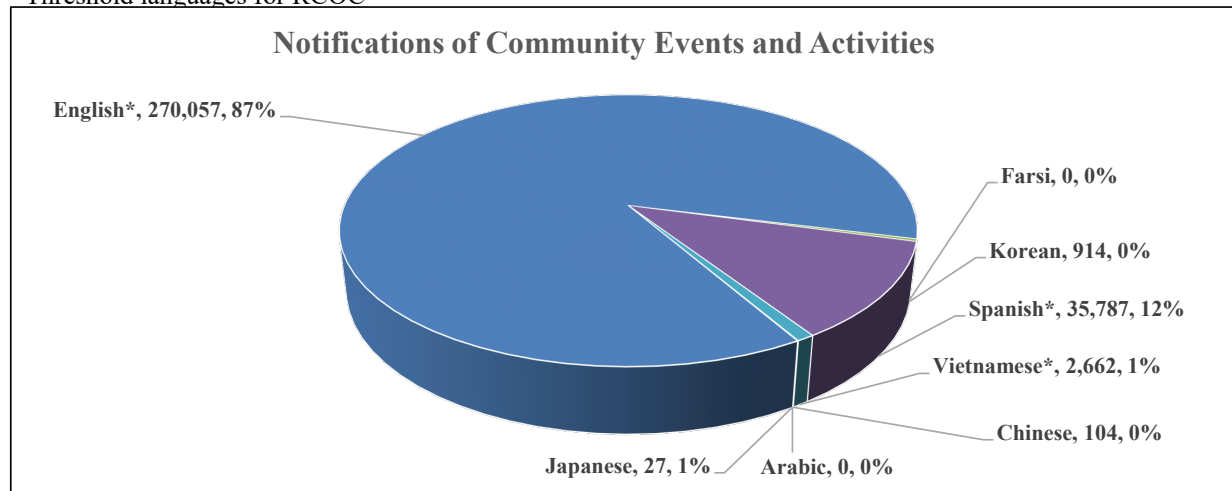
Number of Notifications

Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
English*	151,271	118,786				
Farsi	0	0				
Korean	778	136				
Spanish*	16,264	19,523				
Vietnamese*	2,124	538				
Chinese	104	0				
Japanese	0	0				
Arabic	0	0				
Total Number of Notifications	170,541	138,983	0	0	0	0

Number of Notifications

Language	Jan.	Feb.	Mar.	Apr.	May	June	Total
English*							270,057
Farsi							0
Korean							914
Spanish*							35,787
Vietnamese*							2,662
Chinese							104
Japanese							0
Arabic							0
Total Number of Notifications	0	0	0	0	0	0	309,524

* Threshold languages for RCOC



FAMILY SUPPORTS

Related Guiding Principles

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

Community Outreach

Fiscal Year 2025-26

Number of Outreach Events

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

** Korean

Number of Outreach Events

Language	Jan.	Feb.	Mar.	Apr.*	May*	June*	Total
In Person							
English							8
Spanish							5
Vietnamese							2
Other Languages							2
In Print							
English							3
Spanish							0
Vietnamese							1
Other Languages							0
TV / Radio							
English							0
Spanish							0
Vietnamese							9
Other Languages							0
Total Number of Outreach Events	0	0	0	0	0	0	30

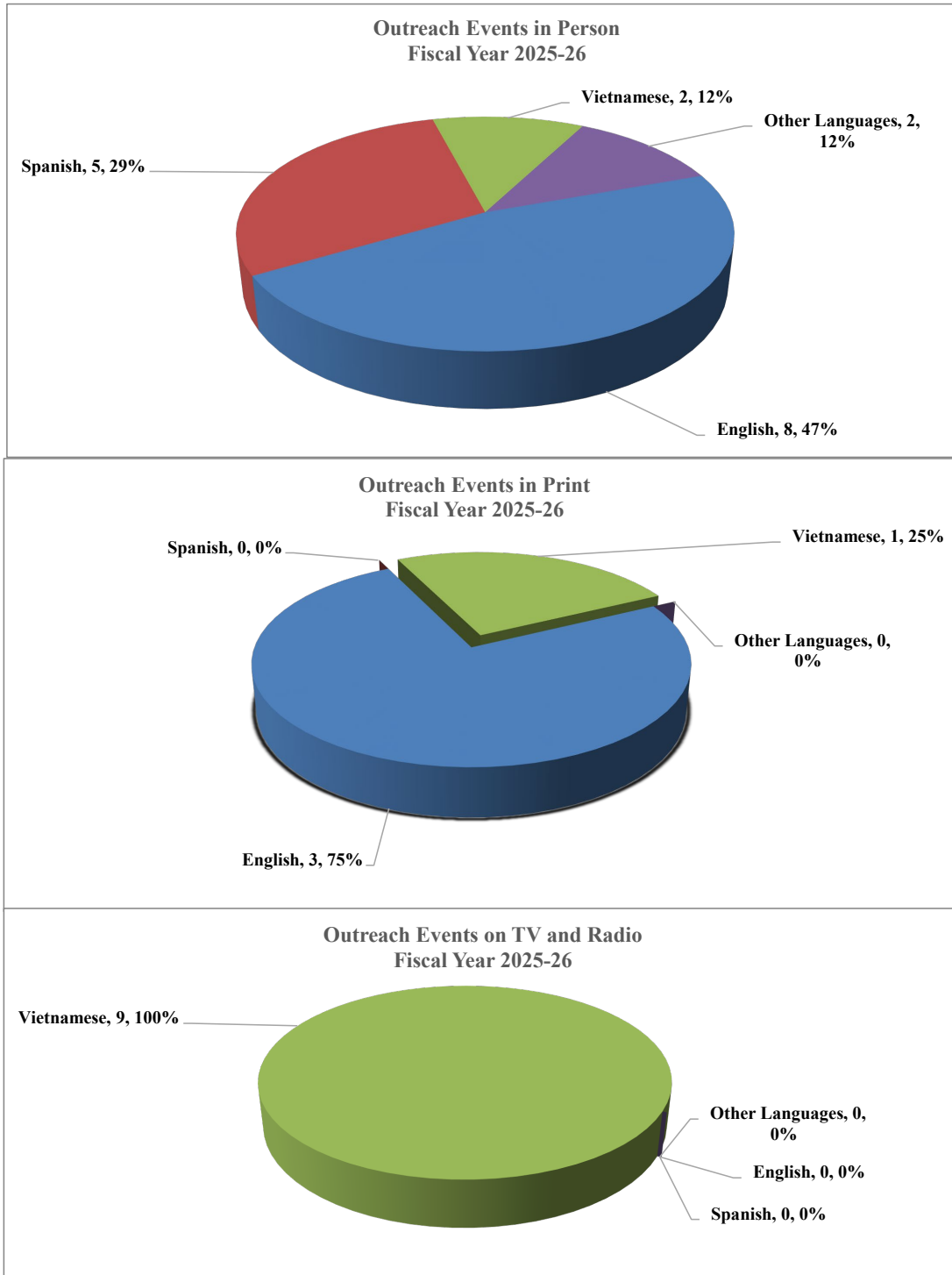
* Virtual Meetings

FAMILY SUPPORTS

Related Guiding Principles

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

Community Outreach Events in Person, in Print, on TV and Radio Fiscal Year 2025-26



EARLY INTERVENTION / PREVENTION

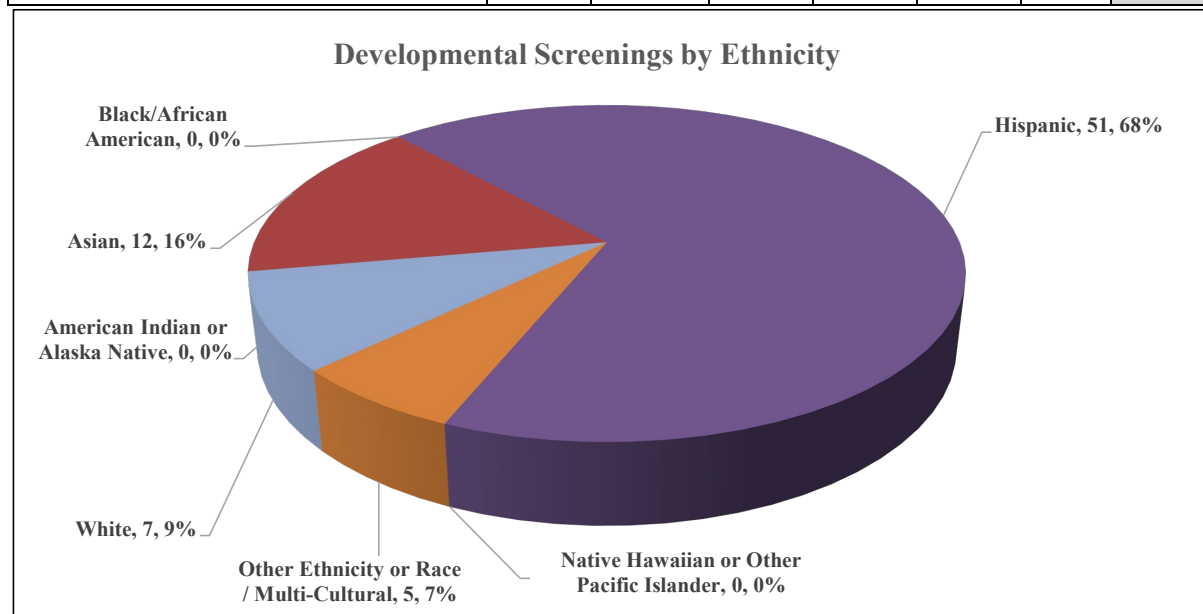
Related Guiding Principles

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

Fiscal Year 2025-26

Developmental Screenings by Ethnicity	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
American Indian or Alaska Native	0	0				
Asian	0	12				
Black/African American	0	0				
Hispanic	0	51				
Native Hawaiian or Other Pacific Islander	0	0				
Other Ethnicity or Race / Multi-Cultural	0	5				
White	0	7				
Total Number Screened	0	75				
Total Number Referred to RCOC	0	43				

Developmental Screenings by Ethnicity	Jan.	Feb.	Mar.	Apr.	May	June	Total
American Indian or Alaska Native							0
Asian							12
Black/African American							0
Hispanic							51
Native Hawaiian or Other Pacific Islander							0
Other Ethnicity or Race / Multi-Cultural							5
White							7
Total Number Screened							75
Total Number Referred to RCOC							43



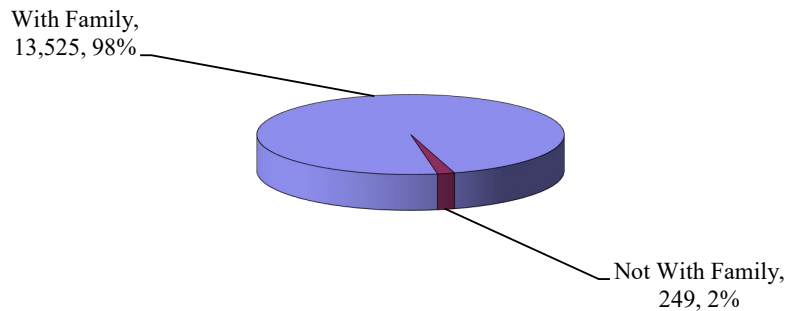
LIVING OPTIONS

Related Guiding Principles

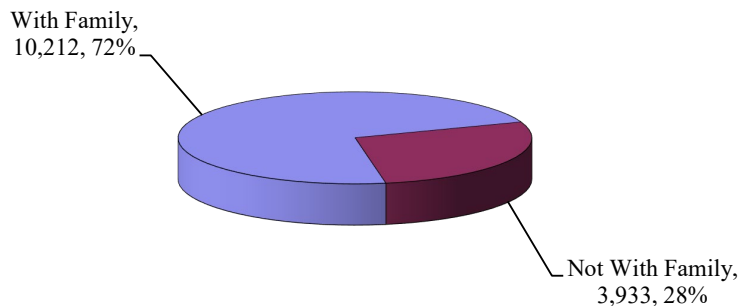
- *Culturally-sensitive services and supports are provided so that persons served can make informed choices on where and with whom they live, including owning or renting their own homes.*
- *Families whose minor or adult children choose to remain in the family home are supported through available resources.*
- *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	23,737	13,525	10,212
Not With Family	4,182	249	3,933
Totals	27,919	13,774	14,145

Where Persons Served Under 18 Live



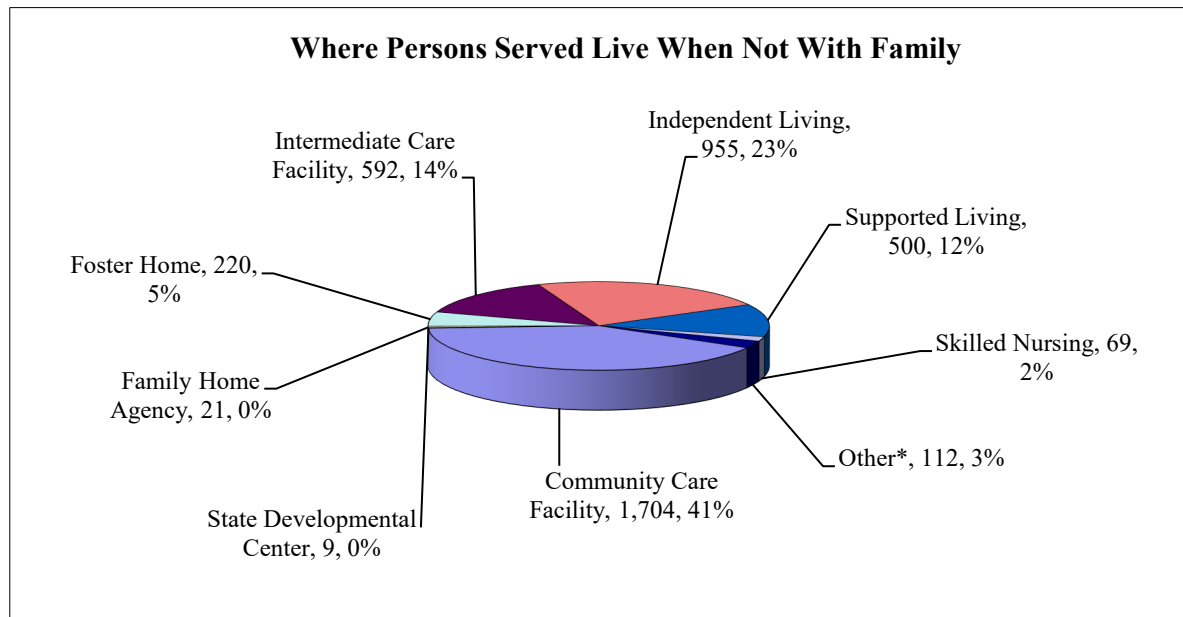
Where Persons Served Over 18 Live



LIVING OPTIONS, continued

Where Persons Served Live	All Persons Served	Persons Served Under 18	Persons Served Over 18
Family Home	23,737	13,525	10,212
Community Care Facility	1,704	16	1,688
State Developmental Center	9	0	9
Family Home Agency	21	0	21
Foster Home	220	212	8
Intermediate Care Facility	592	0	592
Independent Living	955	0	955
Supported Living	500	0	500
Skilled Nursing	69	0	69
Other*	112	21	91
Total	27,919	13,774	14,145

Other*			
Acute General Hospital	4	0	4
California Youth Authority	1	1	0
Community Treatment	1	1	0
Correctional Institution	1	0	1
County Jail	2	0	2
Other	7	0	7
Out of State	1	1	0
Psychiatric Treatment	23	3	20
Rehabilitation Center	2	0	2
SDC / State Hospital	5	0	5
Sub-Acute	39	9	30
Transient / Homeless	18	7	11
Total, Other*	104	22	82



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.

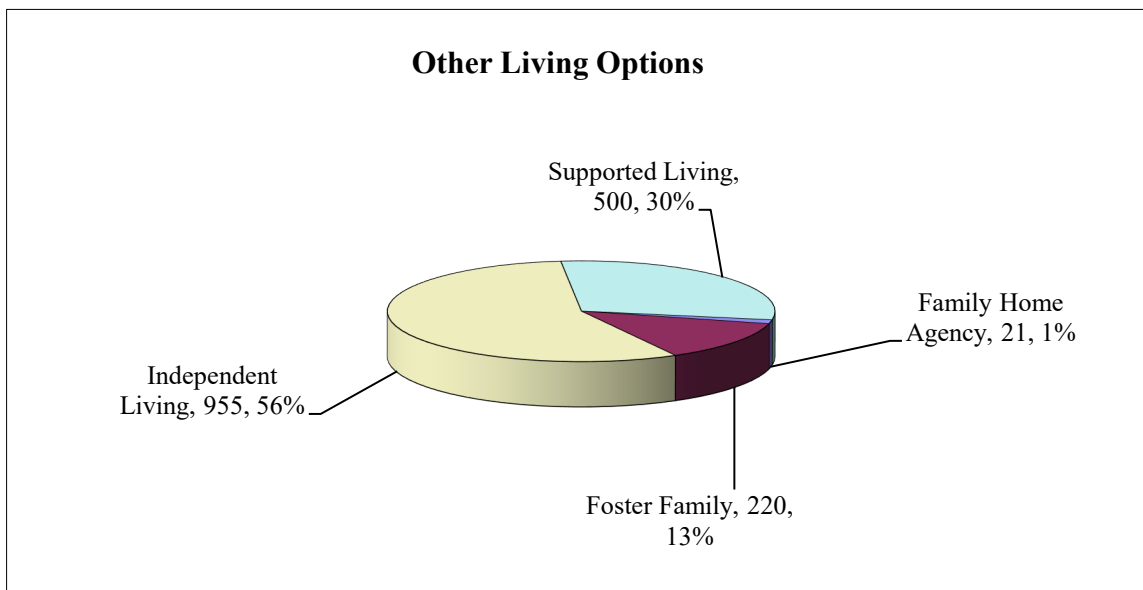
Independent Living

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	21	0	21
Foster Family	220	212	8
Independent Living	955	0	955
Supported Living	500	0	500
Total	1,696	212	1,484



LIVING OPTIONS, continued

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

Health Licensed Facilities

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

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

Community Care Licensed Facilities

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

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

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

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

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

LIVING OPTIONS, continued

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

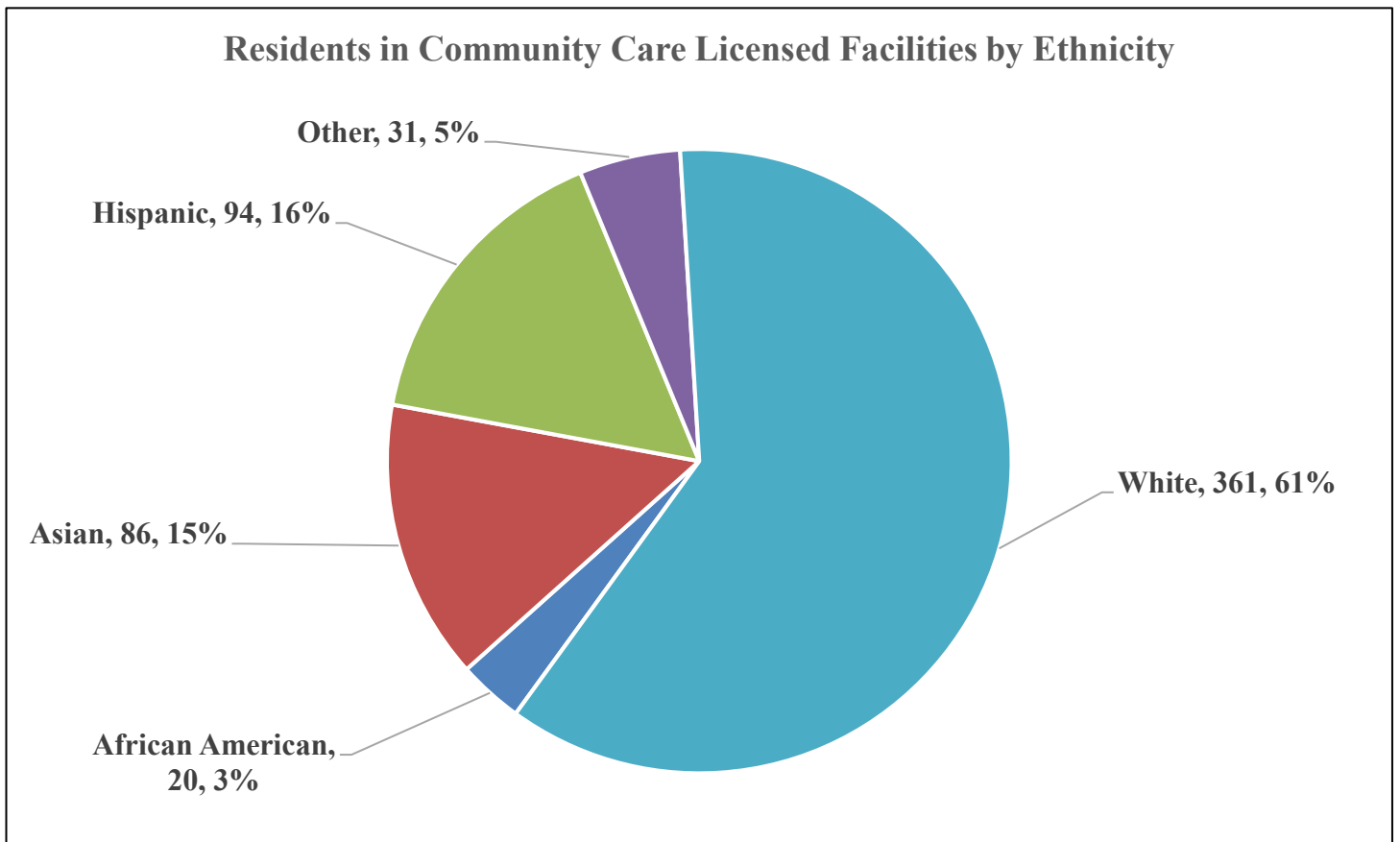
Licensed Facilities	Total	Over 18	Under 18
Level 2	86	86	0
Level 3	95	95	0
Level 4A	24	24	0
Level 4B	5	5	0
Level 4C	42	42	0
Level 4D	17	17	0
Level 4E	4	4	0
Level 4F	28	28	0
Level 4G	25	25	0
Level 4H	1	1	0
Level 4I	124	124	0
Elderly	17	17	0
ICF/DD-H	3	3	0
ICF/DD-N	0	0	0
ICF/DD	0	0	0
Skilled Nursing	0	0	0
Total	471	471	0

Licensed Facilities Summary	Total	Over 18	Under 18
Level 2	86	86	0
Level 3	95	95	0
Level 4	270	270	0
ICF/DD-H	3	3	0
ICF/DD-N	0	0	0
Elderly	17	17	0
Skilled Nursing	0	0	0
Total	471	471	0

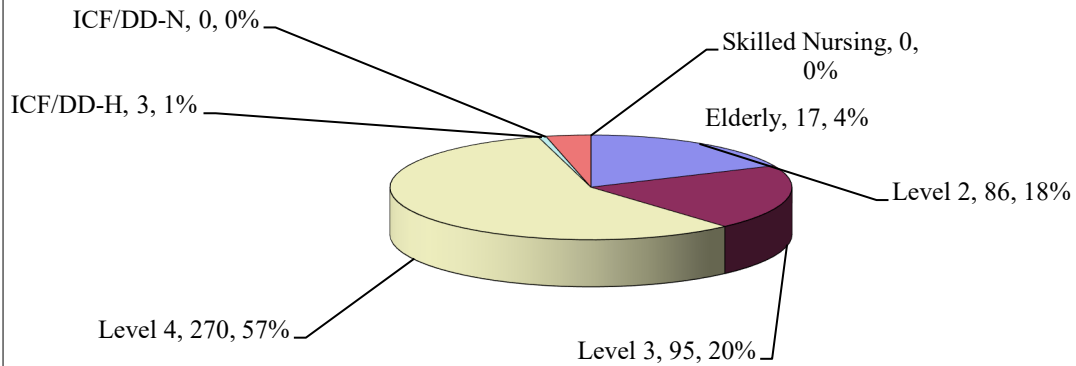
LIVING OPTIONS, continued

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

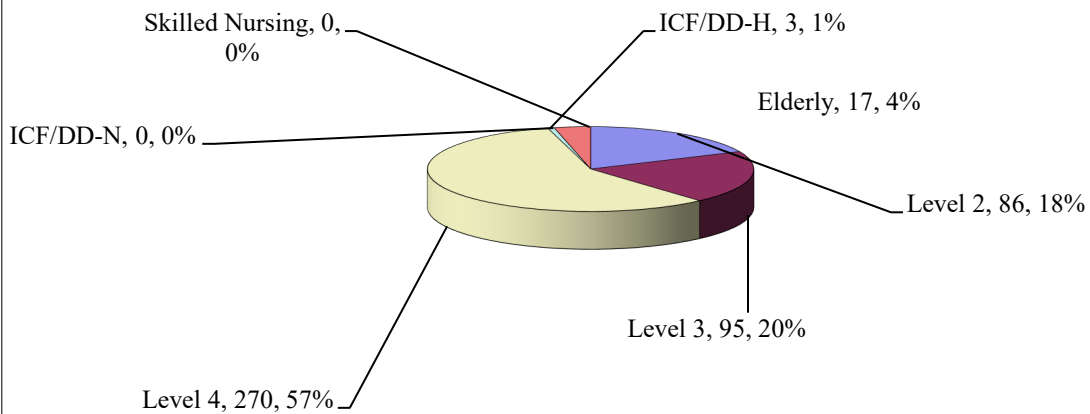
Licensed Facilities	African American	Asian	Hispanic	Other	White	Total
Level 2	3	13	16	7	75	114
Level 3	9	12	25	7	68	121
Level 4A	0	3	7	2	16	28
Level 4B	0	1	0	0	4	5
Level 4C	4	11	8	0	45	68
Level 4D	0	3	4	1	11	19
Level 4E	0	0	3	0	4	7
Level 4F	1	5	3	4	18	31
Level 4G	0	7	1	2	18	28
Level 4H	0	0	2	0	1	3
Level 4I	3	31	25	8	101	168
Total	20	86	94	31	361	592



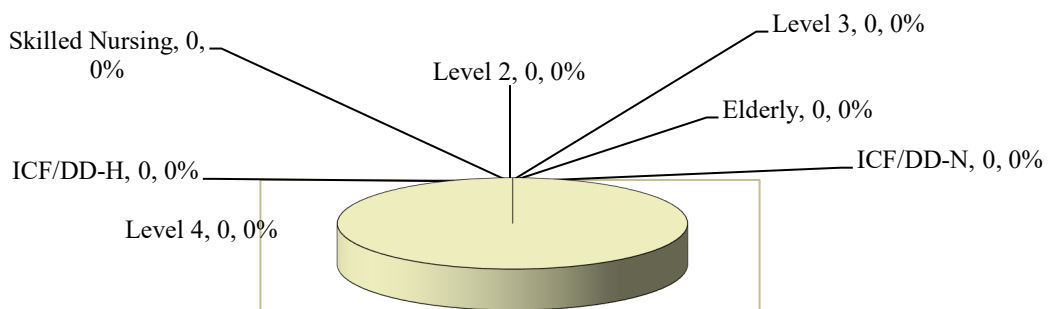
**Persons Served Who Reside in Licensed Facilities
Services Funded by RCOC**



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



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

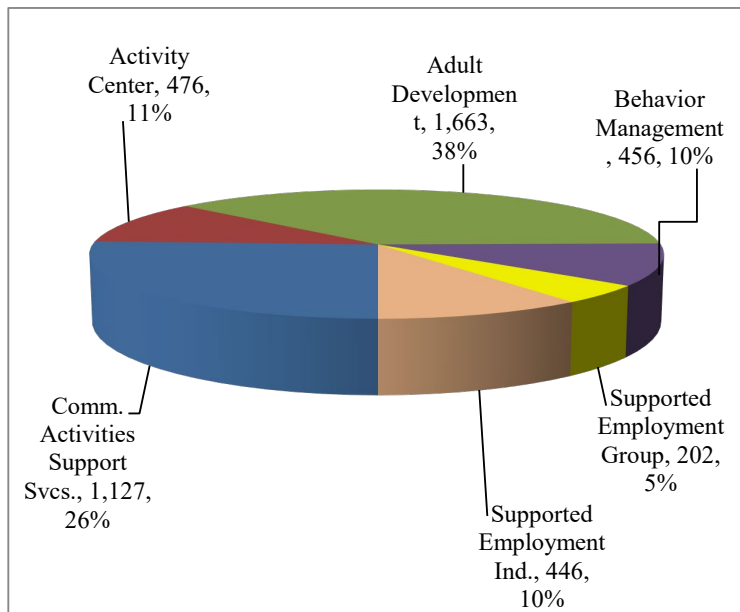


WORK

Related Guiding Principle

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

Adult Day & Employment Services	Persons Served Over 18
Comm. Activities Support Svcs.	1,127
Activity Center	476
Adult Development	1,663
Behavior Management	456
Supported Employment Group	202
Supported Employment Ind.	446
Total	4,370



Definitions:

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

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

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

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

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

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

SERVICE PLANNING AND COORDINATION

Related Guiding Principles

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

Service Coordination

Fiscal Year 2025-26

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

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

SERVICE PLANNING AND COORDINATION continued

Fair Hearings

Fiscal Year 2025-26

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

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

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

Number of New Hearing Requests Filed*	10	8										
Eligibility - Lanterman	3	6										
Eligibility - Early Start												
Behavioral services												
Respite	1	1										
Day Care												
Social/Recreational	1											
Social Skills Training												
SDP	2											
Personal Assistance	1											
Other**	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	14	10										
Number of Informal Meetings Held	9	8										
Number of Mediations Held	3											
Number of SLFHs Held	2	2										

Number of Requests in Scheduling*	7	7										
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* Meetings in process of being scheduled; meetings on schedule but not yet held; meetings scheduled but not held due to continuances.

Number of Requests Pending*	1	2										
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* State Level Fair Hearing (SLFH) held but awaiting decision.

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

State Level Fair Hearing Decisions

Prevailing Party												
Person Served/Family												
RCOC	1	1										
Split												

ADMINISTRATION AND GOVERNANCE

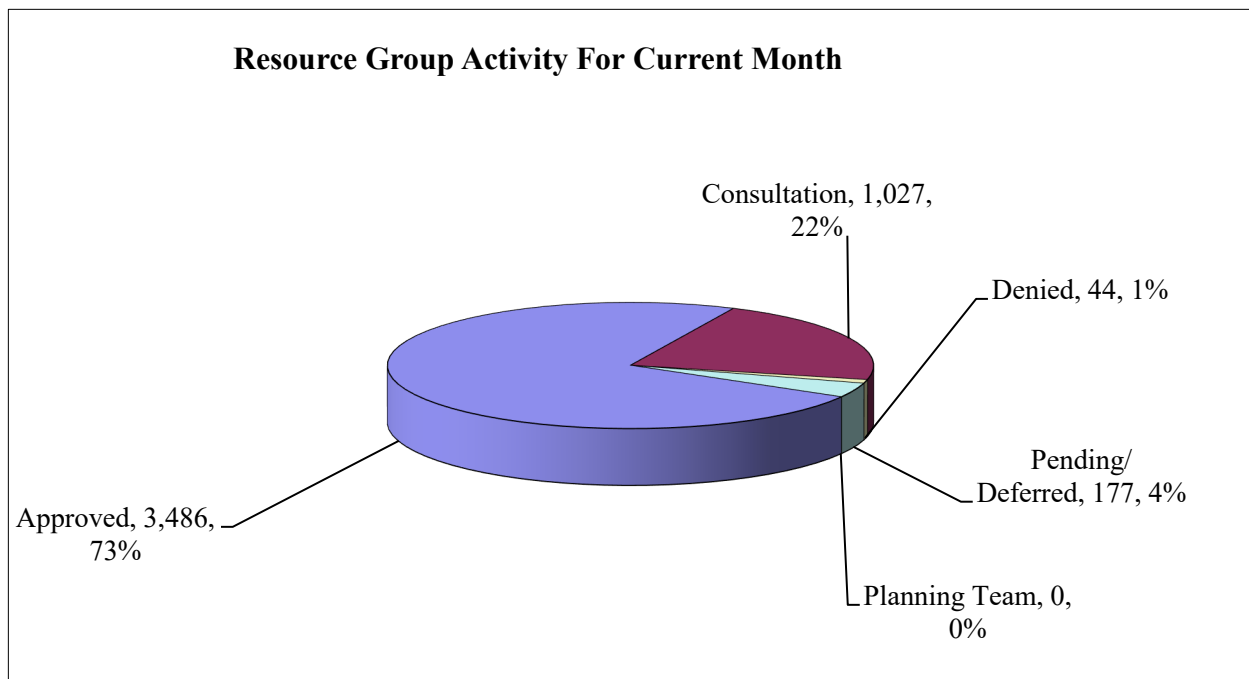
Guiding Principle

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

Resource Group Activity for August 2025 and Fiscal Year to Date

Disposition	Approved	Consultation	Denied	Pending/Deferred	Planning Team	Total
Adult Day	844	263	0	57	0	1,164
Behavioral	98	52	0	22	0	172
Education	0	0	0	0	0	0
Eligibility/Health	98	1	35	20	0	154
Early Start	426	97	9	11	0	543
Living Options	267	134	0	17	0	418
Supported/Ind.	296	138	0	32	0	466
All Others	1457	342	0	18	0	1,817
Monthly Total	3,486	1,027	44	177	0	4,734

FY 2025-26 Total to Date	7,550	3,227	75	382	0	11,234
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Operations Report Summary - August 2025

About Persons Served	Early Start	Medicaid Waiver	All Other	SDC	Total	Under 18	Over 18
Number of Persons Served	3,374	8,688	11,917	9	23,988	13,774	14,145
<i>Percentage of Total</i>	<i>14%</i>	<i>36%</i>	<i>50%</i>	<i>0%</i>	<i>100%</i>	<i>57%</i>	<i>59%</i>

Children served in Prevention Resource and Referral Services	458
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Persons Served by Residence Status	All	Under 18	Over 18
Family Home	23,737	13,525	10,212
Community Care Facility	1,704	16	1,688
State Developmental Center	9	0	9
Family Home Agency	21	0	21
Foster Home	220	212	8
Intermediate Care Facility	592	0	592
Independent Living	955	0	955
Supported Living	500	0	500
Skilled Nursing	69	0	69
Other	112	21	91
Total	27,919	13,774	14,145

Special Incident Investigations	Year to Date
AWOL	8
Abuse	12
Neglect	17
Injury	68
Hospitalizations - Total	87
Death	22
Victim of crime	0
Arrest	2
Rights	51
Total	267

Number of Licensed Facilities

Community Care Facilities	Total	Under 18	Over 18
Level 2	73	0	73
Level 3	87	0	93
Level 4	211	9	209
Total Community Care Facilities	371	9	375

Licensed Facility Monitoring	Year to Date
Annual Review	92
Unannounced	178
Total Number of Reviews	270
Provider Trainings	0
Technical Support	631
Corrective Action Plans	11

Intermediate Care Facilities (ICF)	
ICF-DD	0
ICF-DD/Habilitation	68
ICF-DD/Nursing	42
Total ICF Facilities	110

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

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

NUMBER OF PERSONS SERVED	28,101	100%
Children - Birth to Age Three Receiving Early Start Services	3,369	12%
Children - Ages Three to Five Receiving Provisional Services	460	2%
Children - Ages Three to 17 Receiving Lanterman Services	10,049	36%
Adults - Ages 18 and Older Receiving Lanterman Services	14,223	51%

Children - Birth to Age Three Receiving Prevention Resource and Referral Services	382
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Children and Adults - Ages Three and Older Receiving Lanterman Services with the Following Diagnoses:

Intellectual Disability	11,502	51%
Epilepsy	2,877	13%
Cerebral Palsy	2,521	11%
Autism	12,571	50%
Fifth Category*	2,173	9%

* condition closely related to intellectual disability and requiring similar treatment

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

NUMBER OF PERSONS REQUESTING ELIGIBILITY DETERMINATION		387
Early Start / Under Age Three / 45 days to complete determination	304	79%
Lanterman / Over Age Three / 120 days to complete determination	115	30%
Provisional / Up to Age Five / 90 days to complete determination	5	1%

NUMBER OF PERSONS DETERMINED ELIGIBLE	224
Children - Birth to Age Three Eligible for Early Start Services	1
Children and Adults - Ages Three and Older Eligible for Lanterman Services	150
• Number of children who received Early Start services	39
• Number of children who received Early Start services and had a diagnosis of autism	30
Children - Birth to Age Three Eligible for Prevention Resource and Referral Services	4

NUMBER OF CHILDREN NO LONGER ELIGIBLE FOR EARLY START OR PREVENTION RESOURCE AND REFERRAL SERVICES	131
Children - Age Three No Longer Eligible for Early Start Services	131
Children - Age Three No Longer Eligible for Prevention Resource and Referral Services	0

REGIONAL CENTER OF ORANGE COUNTY



OPERATIONS REPORT

SEPTEMBER 2025 ACTIVITY

Mission Statement

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

COMMUNITY LIFE

Related Guiding Principles

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

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

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

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

Type and Number of Reviews	Jan.	Feb.	Mar.	Apr.	May	June	Total
Annual Review							132
Unannounced							251
Total Number of Reviews	0	0	0	0	0	0	383

Provider Trainings							0
Technical Support							964
Corrective Action Plans							16
Special Incident Investigations*							184

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

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

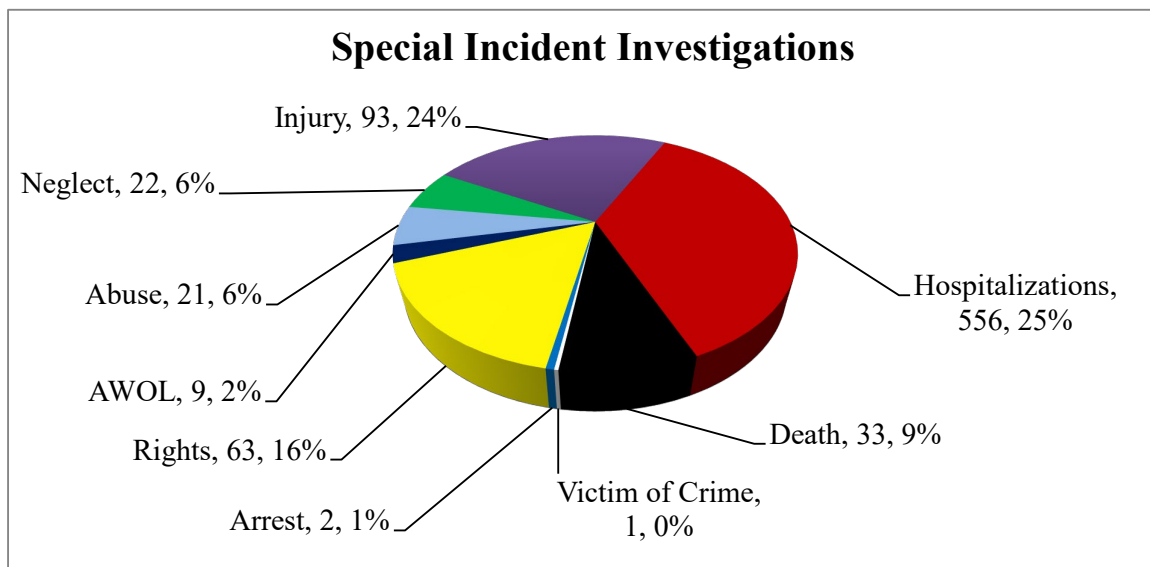
- (A) The consumer is missing and the vendor or long-term health care facility has filed a missing persons report with a law enforcement agency;
- (B) Reasonably suspected abuse/exploitation including:
 - 1. Physical;
 - 2. Sexual;
 - 3. Fiduciary;
 - 4. Emotional/mental; or
 - 5. Physical and/or chemical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

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

Type and Number of Special Incident Investigations
Fiscal Year 2025-26

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

Type of Incident	Jan.	Feb.	Mar.	Apr.	May	June	Total
AWOL							9
Abuse							21
Neglect							22
Injury							93
Hospitalizations - Total							139
<i>Psychiatric</i>							20
<i>Medical</i>							119
Death							33
Victim of Crime							1
Arrest							2
Rights							63
Total	0	0	0	0	0	0	383



COMMUNITY LIFE continued

Provider Audits

Fiscal Year 2025-26

Number of Audits / Appeals / Recoveries

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

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

State Appeal						
Recovery						

Audit Findings (Dollar Amount)

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

Number of Appeals / Recoveries

State Appeal							0
Recovery							0

Audit Findings (Dollar Amount)

<i>Amount of Recovery</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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FAMILY SUPPORTS

Related Guiding Principles

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

Fiscal Year 2025-26

Number of Authorizations for Voucher Services

Type of Service	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Day Care - Family Member	93	76	70			
Diapers - Family Member	3	2	1			
Nursing Service - Family Member	55	42	51			
Respite Service - Family Member	697	725	729			
Transportation - Family Member	222	312	325			
Total Number of Voucher Authorizations	1,070	1,157	1,176	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 2025-26

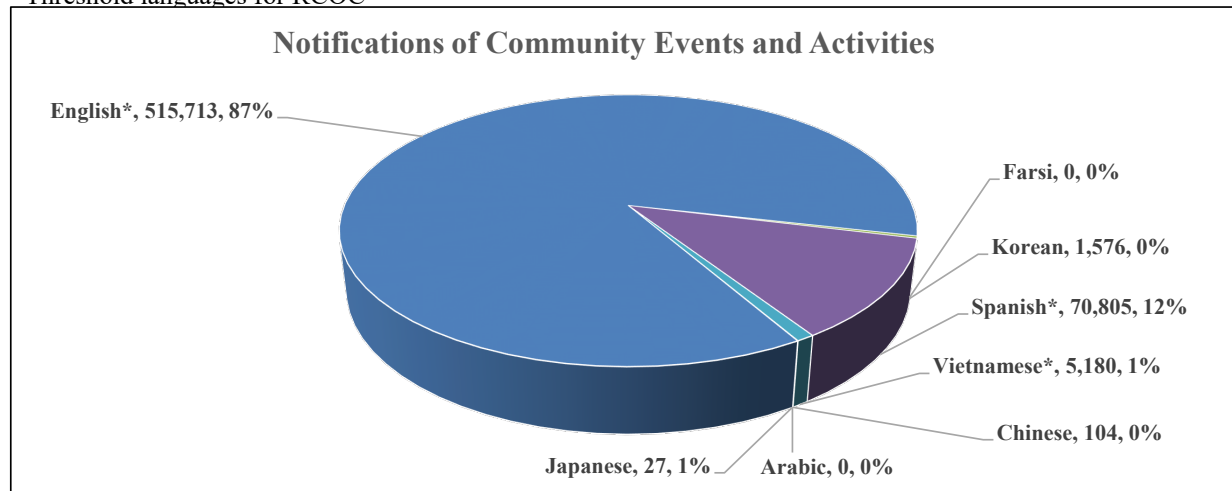
Number of Notifications

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

Number of Notifications

Language	Jan.	Feb.	Mar.	Apr.	May	June	Total
English*							515,713
Farsi							0
Korean							1,576
Spanish*							70,805
Vietnamese*							5,180
Chinese							104
Japanese							0
Arabic							0
Total Number of Notifications	0	0	0	0	0	0	593,378

* Threshold languages for RCOC



FAMILY SUPPORTS

Related Guiding Principles

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

Community Outreach

Fiscal Year 2025-26

Number of Outreach Events

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

** Korean or Other

Number of Outreach Events

Language	Jan.	Feb.	Mar.	Apr.*	May*	June*	Total
In Person							
English							16
Spanish							8
Vietnamese							2
Other Languages							4
In Print							
English							3
Spanish							0
Vietnamese							2
Other Languages							0
TV / Radio							
English							0
Spanish							0
Vietnamese							13
Other Languages							0
Total Number of Outreach Events	0	0	0	0	0	0	48

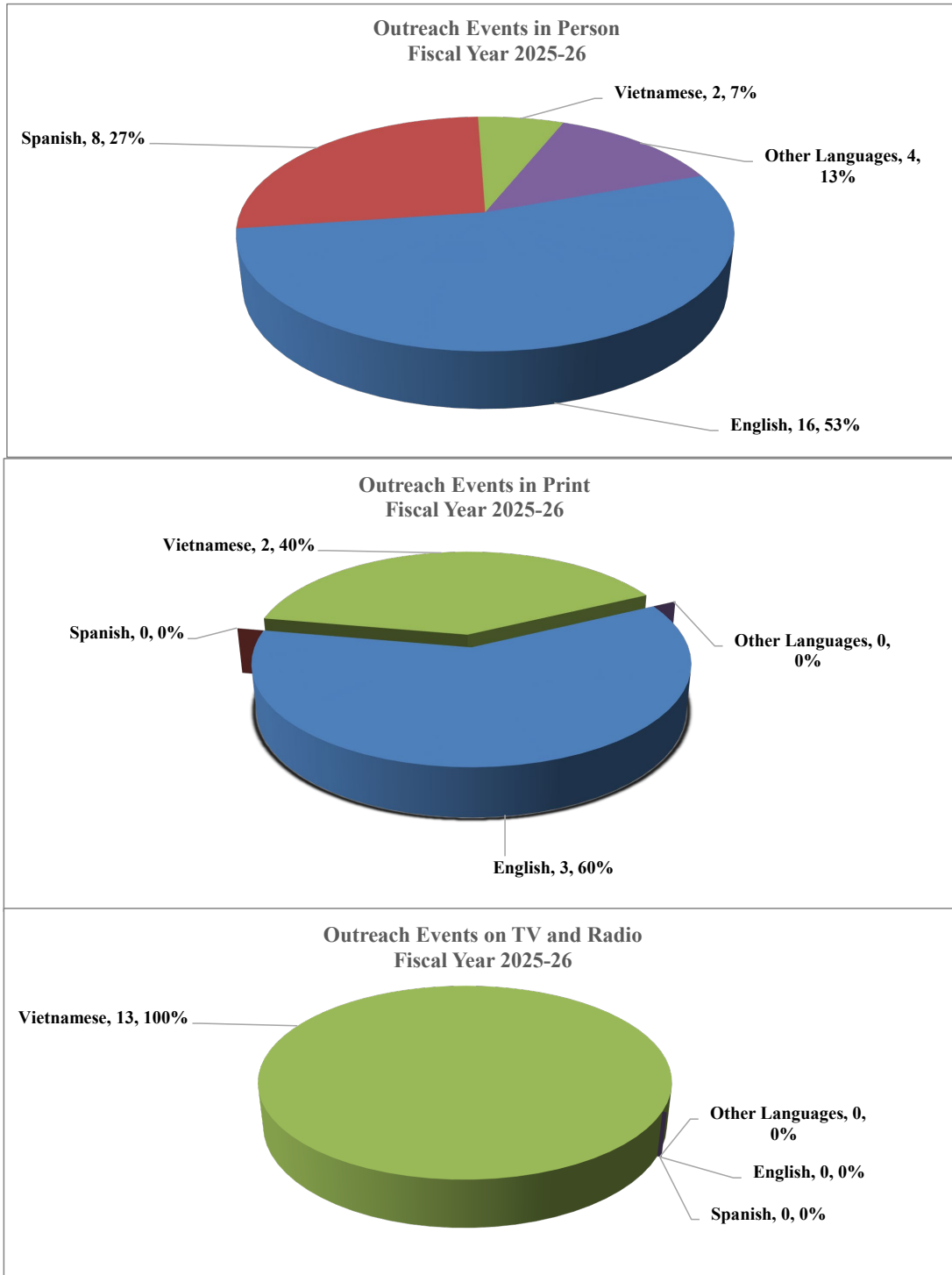
* Virtual Meetings

FAMILY SUPPORTS

Related Guiding Principles

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

Community Outreach Events in Person, in Print, on TV and Radio Fiscal Year 2025-26



EARLY INTERVENTION / PREVENTION

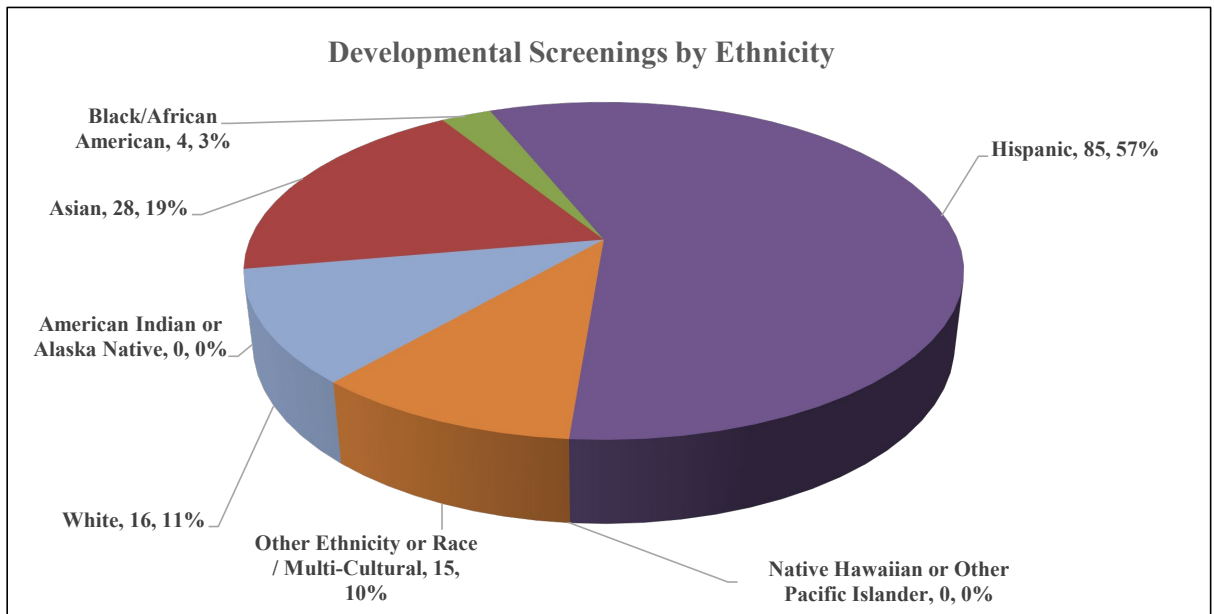
Related Guiding Principles

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

Fiscal Year 2025-26

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

Developmental Screenings by Ethnicity	Jan.	Feb.	Mar.	Apr.	May	June	Total
American Indian or Alaska Native							0
Asian							28
Black/African American							4
Hispanic							85
Native Hawaiian or Other Pacific Islander							0
Other Ethnicity or Race / Multi-Cultural							15
White							16
Total Number Screened							148
Total Number Referred to RCOC							70



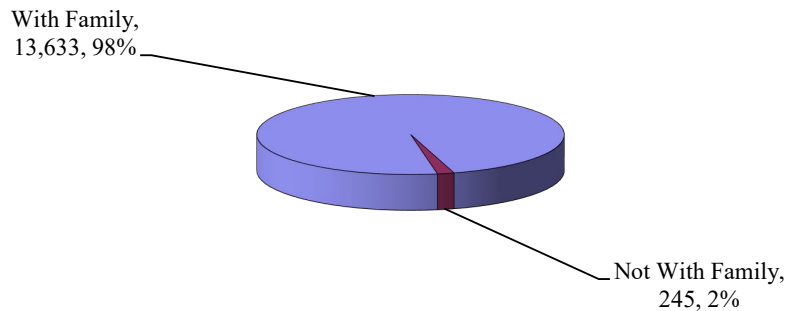
LIVING OPTIONS

Related Guiding Principles

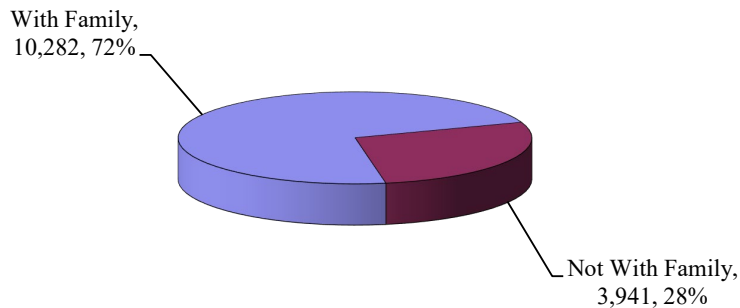
- *Culturally-sensitive services and supports are provided so that persons served can make informed choices on where and with whom they live, including owning or renting their own homes.*
- *Families whose minor or adult children choose to remain in the family home are supported through available resources.*
- *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	23,915	13,633	10,282
Not With Family	4,186	245	3,941
Totals	28,101	13,878	14,223

Where Persons Served Under 18 Live



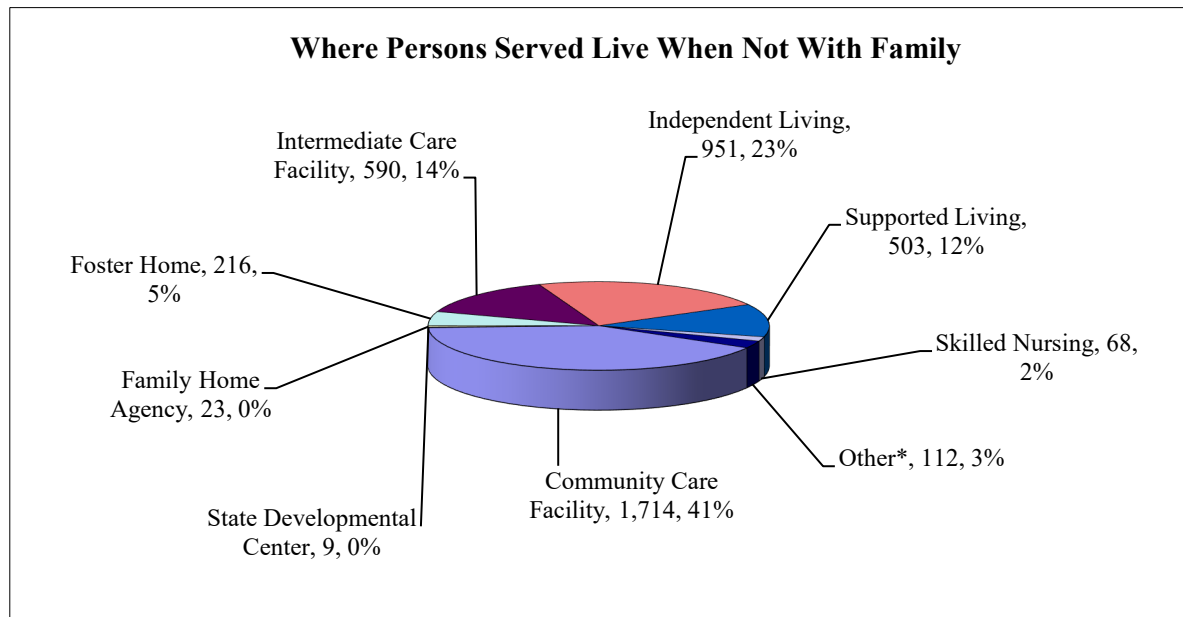
Where Persons Served Over 18 Live



LIVING OPTIONS, continued

Where Persons Served Live	All Persons Served	Persons Served Under 18	Persons Served Over 18
Family Home	23,915	13,633	10,282
Community Care Facility	1,714	16	1,698
State Developmental Center	9	0	9
Family Home Agency	23	0	23
Foster Home	216	208	8
Intermediate Care Facility	590	0	590
Independent Living	951	0	951
Supported Living	503	0	503
Skilled Nursing	68	0	68
Other*	112	21	91
Total	28,101	13,878	14,223

Other*			
Acute General Hospital	4	0	4
California Youth Authority	1	1	0
Community Treatment	1	1	0
Correctional Institution	1	0	1
County Jail	2	0	2
Other	7	0	7
Out of State	1	1	0
Psychiatric Treatment	24	4	20
Rehabilitation Center	2	0	2
SDC / State Hospital	5	0	5
Sub-Acute	38	9	29
Transient / Homeless	17	7	10
Total, Other*	103	23	80



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.

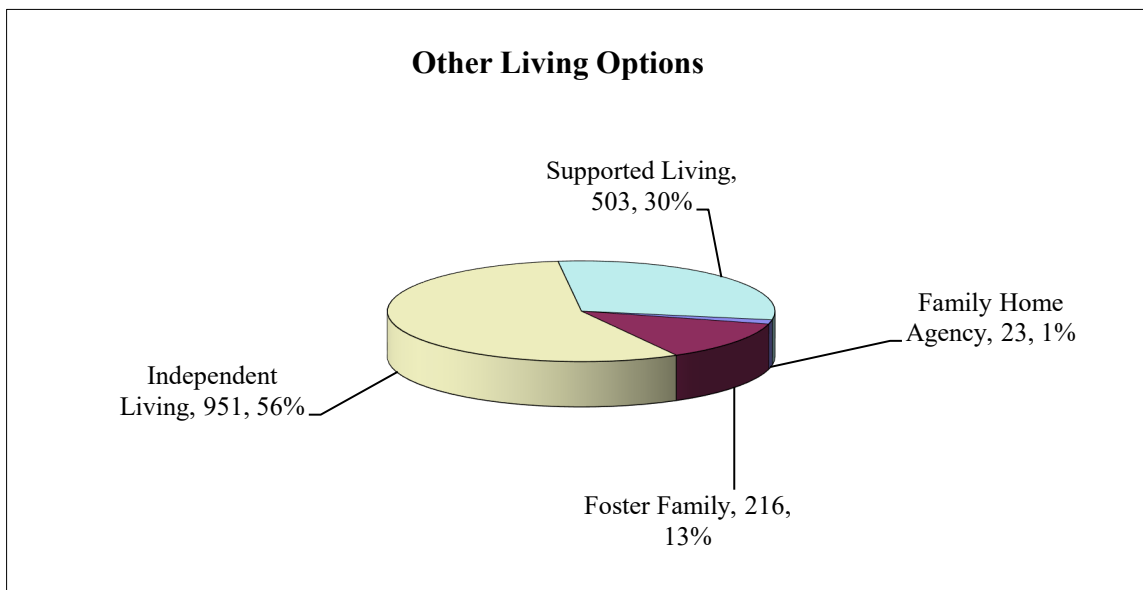
Independent Living

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	23	0	23
Foster Family	216	208	8
Independent Living	951	0	951
Supported Living	503	0	503
Total	1,693	208	1,485



LIVING OPTIONS, continued

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

Health Licensed Facilities

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

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

Community Care Licensed Facilities

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

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

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

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

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

LIVING OPTIONS, continued

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

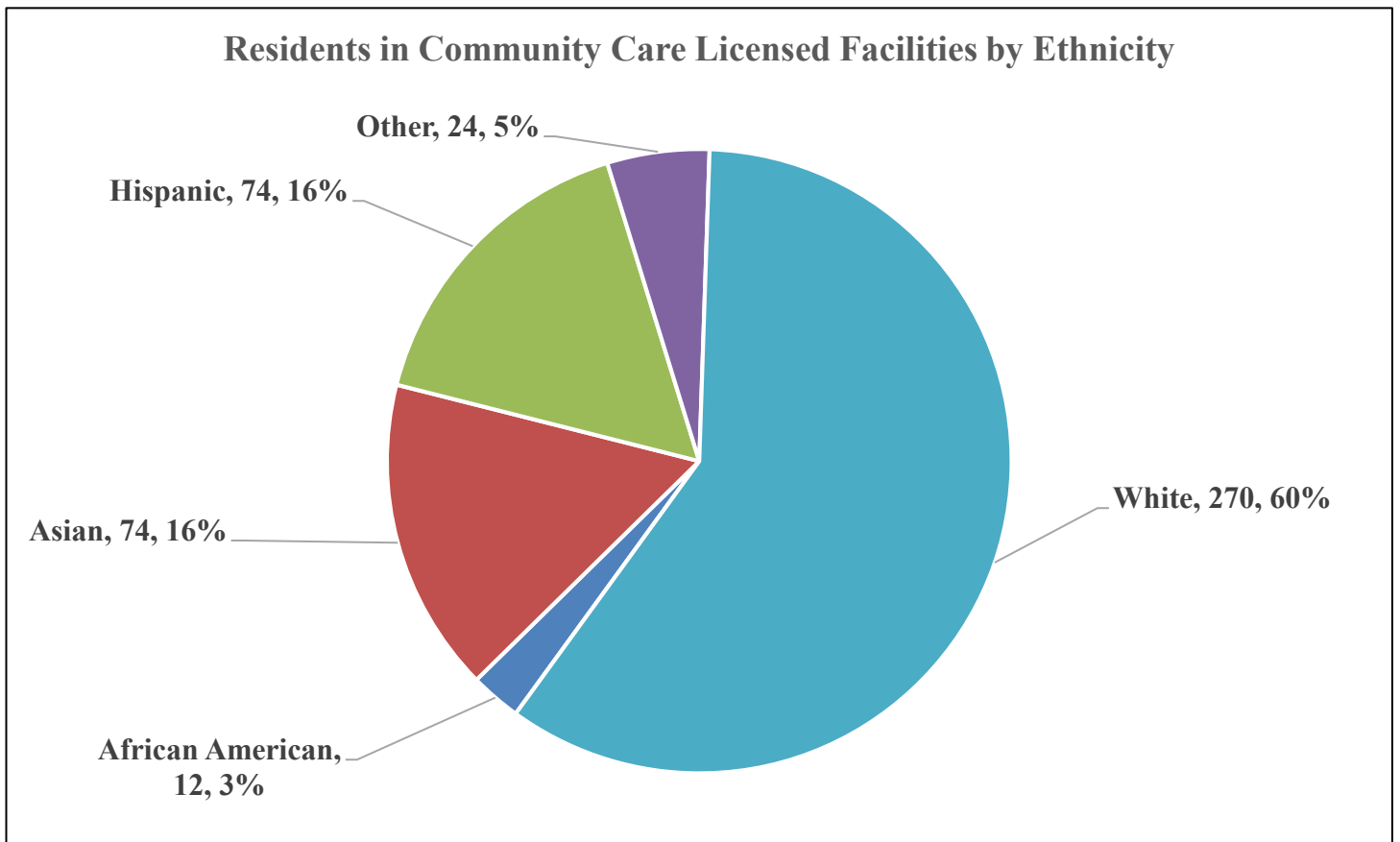
Licensed Facilities	Total	Over 18	Under 18
Level 2	36	36	0
Level 3	44	44	0
Level 4A	22	22	0
Level 4B	4	4	0
Level 4C	42	42	0
Level 4D	17	17	0
Level 4E	4	4	0
Level 4F	22	22	0
Level 4G	22	22	0
Level 4H	1	1	0
Level 4I	115	115	0
Elderly	17	17	0
ICF/DD-H	1	1	0
ICF/DD-N	4	4	0
ICF/DD	0	0	0
Skilled Nursing	0	0	0
Total	351	351	0

Licensed Facilities Summary	Total	Over 18	Under 18
Level 2	36	36	0
Level 3	44	44	0
Level 4	249	249	0
ICF/DD-H	1	1	0
ICF/DD-N	4	4	0
Elderly	17	17	0
Skilled Nursing	0	0	0
Total	351	351	0

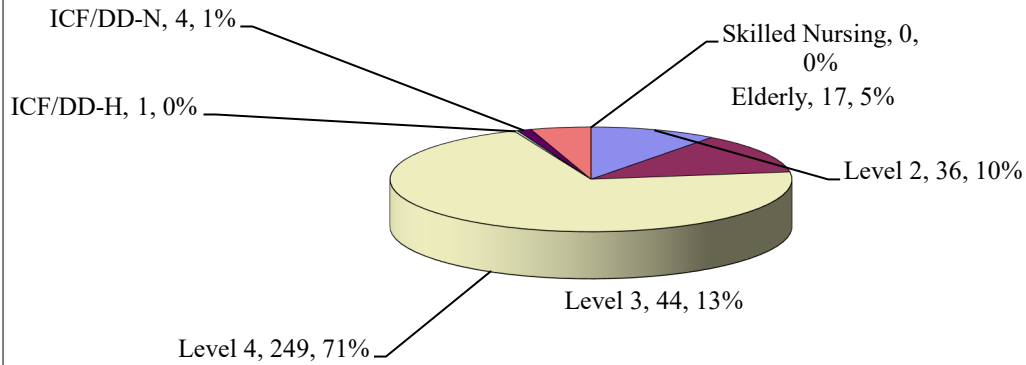
LIVING OPTIONS, continued

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

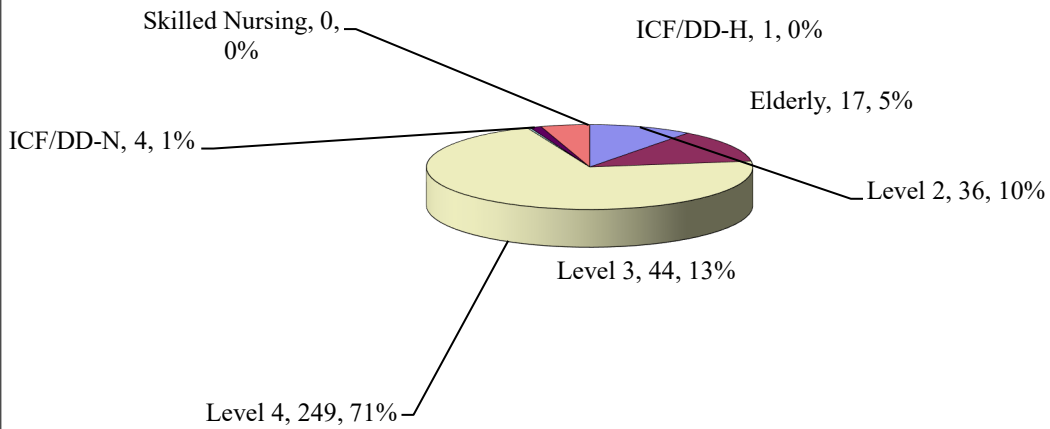
Licensed Facilities	African American	Asian	Hispanic	Other	White	Total
Level 2	1	11	14	3	33	62
Level 3	4	9	14	4	43	74
Level 4A	0	3	5	2	16	26
Level 4B	0	1	0	0	3	4
Level 4C	4	11	8	0	43	66
Level 4D	0	3	4	1	11	19
Level 4E	0	0	2	0	4	6
Level 4F	1	5	3	4	13	26
Level 4G	0	7	1	2	15	25
Level 4H	0	0	2	0	1	3
Level 4I	2	24	21	8	88	143
Total	12	74	74	24	270	454



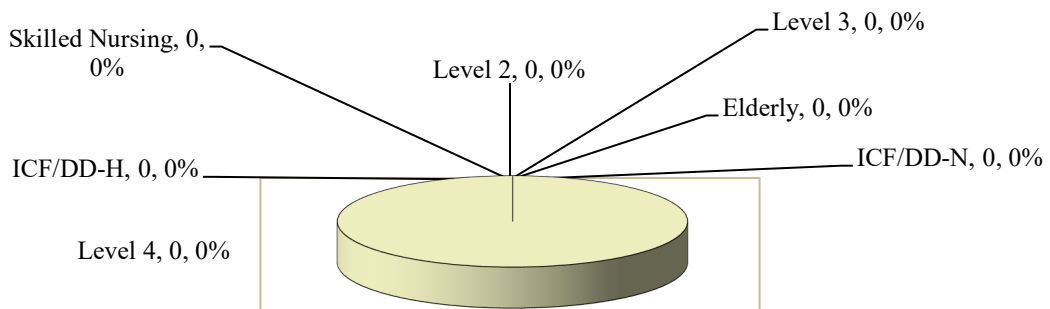
**Persons Served Who Reside in Licensed Facilities
Services Funded by RCOC**



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



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

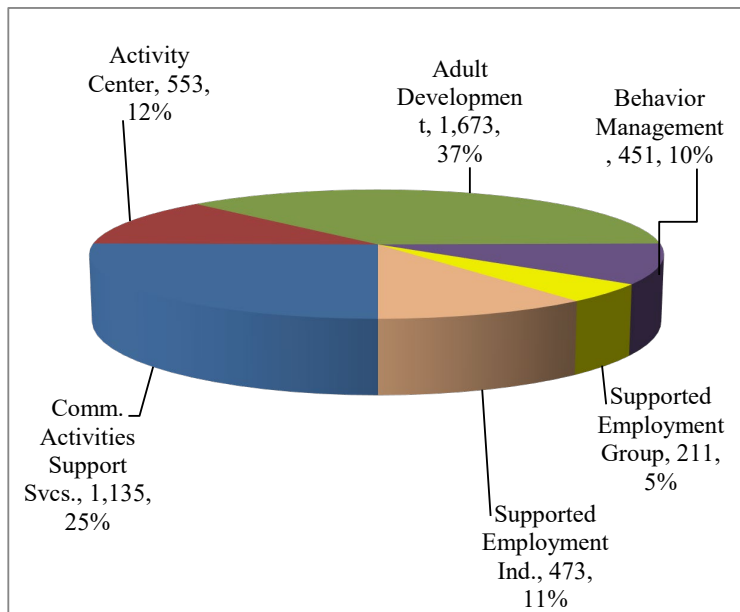


WORK

Related Guiding Principle

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

Adult Day & Employment Services	Persons Served Over 18
Comm. Activities Support Svcs.	1,135
Activity Center	553
Adult Development	1,673
Behavior Management	451
Supported Employment Group	211
Supported Employment Ind.	473
Total	4,496



Definitions:

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

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

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

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

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

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

SERVICE PLANNING AND COORDINATION

Related Guiding Principles

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

Service Coordination

Fiscal Year 2025-26

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

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

SERVICE PLANNING AND COORDINATION continued

Fair Hearings

Fiscal Year 2025-26

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

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

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

Number of New Hearing Requests Filed*	10	8	7									
Eligibility - Lanterman	3	6	5									
Eligibility - Early Start												
Behavioral services												
Respite	1	1										
Day Care												
Social/Recreational	1											
Social Skills Training												
SDP	2		2									
Personal Assistance	1											
Other**	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	14	10	12									
Number of Informal Meetings Held	9	8	6									
Number of Mediations Held	3		2									
Number of SLFHs Held	2	2	2									

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

Number of Requests Pending*	1	2	0									
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* State Level Fair Hearing (SLFH) held but awaiting decision.

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

State Level Fair Hearing Decisions

Prevailing Party												
Person Served/Family												
RCOC	1	1	2									
Split												

ADMINISTRATION AND GOVERNANCE

Guiding Principle

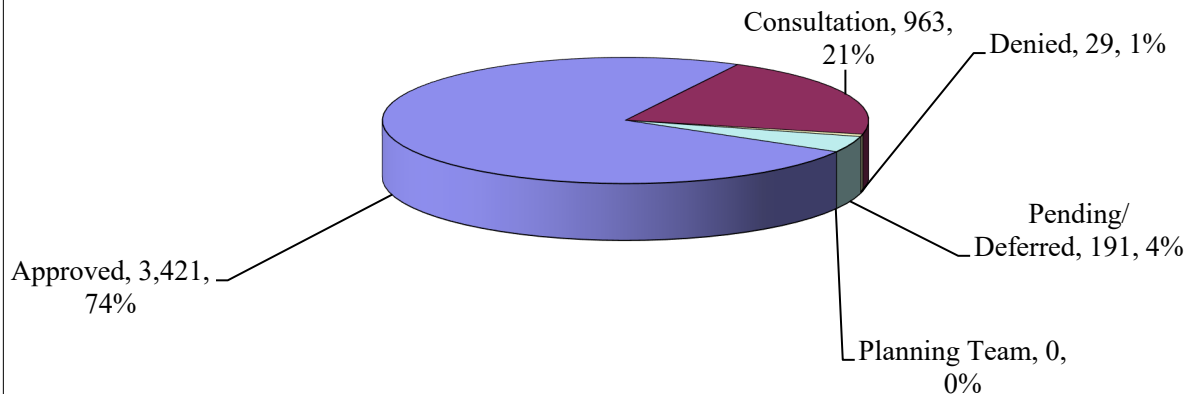
- *RCOC will maximize all alternative sources of funding for necessary services and supports including federal and generic funding.*
- *The public funds that support the service system are expended in a fashion that is cost-effective, consumer-directed, consistent with good business practices, and that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

Resource Group Activity for September 2025 and Fiscal Year to Date

Disposition	Approved	Consultation	Denied	Pending/Deferred	Planning Team	Total
Adult Day	797	257	0	69	0	1,123
Behavioral	103	52	0	7	0	162
Education	0	0	0	0	0	0
Eligibility/Health	100	0	22	5	0	127
Early Start	398	84	7	32	0	521
Living Options	294	124	0	18	0	436
Supported/Ind.	309	140	0	25	0	474
All Others	1420	306	0	35	0	1,761
Monthly Total	3,421	963	29	191	0	4,604

FY 2025-26 Total to Date	11,059	4,658	104	589	0	16,410
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Resource Group Activity For Current Month



Operations Report Summary - September 2025

About Persons Served	Early Start	Medicaid Waiver	All Other	SDC	Total	Under 18	Over 18
Number of Persons Served	3,369	8,715	11,895	9	23,988	13,878	14,223
<i>Percentage of Total</i>	<i>14%</i>	<i>36%</i>	<i>50%</i>	<i>0%</i>	<i>100%</i>	<i>58%</i>	<i>59%</i>

Children served in Prevention Resource and Referral Services	458
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Persons Served by Residence Status	All	Under 18	Over 18
Family Home	23,915	13,633	10,282
Community Care Facility	1,714	16	1,698
State Developmental Center	9	0	9
Family Home Agency	23	0	23
Foster Home	216	208	8
Intermediate Care Facility	590	0	590
Independent Living	951	0	951
Supported Living	503	0	503
Skilled Nursing	68	0	68
Other	112	21	91
Total	28,101	13,878	14,223

Special Incident Investigations	Year to Date
AWOL	9
Abuse	21
Neglect	22
Injury	93
Hospitalizations - Total	139
Death	33
Victim of crime	1
Arrest	2
Rights	63
Total	383

Number of Licensed Facilities

Community Care Facilities	Total	Under 18	Over 18
Level 2	74	0	74
Level 3	87	0	95
Level 4	211	9	211
Total Community Care Facilities	372	9	380

Licensed Facility Monitoring	Year to Date
Annual Review	132
Unannounced	251
Total Number of Reviews	383
Provider Trainings	0
Technical Support	964
Corrective Action Plans	16

Intermediate Care Facilities (ICF)	
ICF-DD	0
ICF-DD/Habilitation	67
ICF-DD/Nursing	42
Total ICF Facilities	109

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

Total Licensed Facilities	481
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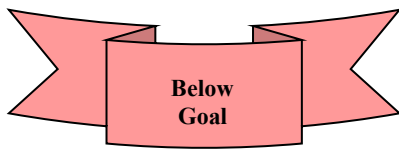
Performance Contract Summary

RCOC as of 9/02/2025	All	RCOC #	Goal	Percentage	# Attained
Children in Foster Homes (FH)	13,744	200	220	1.46%	-20
Children Own Home Parent/Guardian	13,744	13,486	13,720	98.12%	-234
Total # Children (FH,Parent/Guardian)	13,744	13,686	13,940	99.58%	-254
Adult FHA	14,207	66	90	0.46%	-24
Independent Living (IL)	14,207	950	982	6.69%	-32
Adults Residing Own Home - Parent	14,207	10,207	10,510	71.84%	-303
Supported Living (SL)	14,207	492	505	106.00%	-13
Total # Adults (FHA, IL,Parent/Guardian, SL)	14,207	11,715	12,087	185.00%	-372
Children Residing in a CCF (7+ beds)	13,744	0	0	0.00%	0
Children Residing in a ICF (7+ beds)	13,744	0	0	0%	0
Children Residing in a Nursing Facility (7+ beds)	13,744	0	0	0%	0
Total Children Residing in 7+ bed facilities	13,744	0	0	99.67%	0
Adults Residing in a CCF (7+ beds)	14,207	98	106	0.69%	8
Adults Residing in a ICF (7+ beds)	14,207	14	13	0.10%	-1
Adults Residing in a Nursing Facility (7+ beds)	14,207	69	72	0.49%	3
Total Adults Residing in 7+ bed facilities	14,207	181	191	1.27%	10
Total Individuals Over Age 3 with <=120 days	507	504	100%	99.41%	99.41%
Total Individuals Over Age 3 with 121-240 days	507	3	0%	0.59%	0.59%
Total Individuals Over Age 3 Over 240 days	507	0	0%	0.00%	0.00%
Adults with Integrated Employment Goal	14,207	43%	65%		
Total Number of Incentive Payments Made	14,207	342			
Avg. Wage per Hour After Incentive Payment	14,207	\$16.11			
Number of Persons Served with Earned Income	14,207	2,269			
Percentage of 16-64 Earned Income	14,207	15.5%			
Annual Earnings of 16-64	14,207	\$13,920			
Number of Adults in CIE After Paid Intern	14,207	8			
Percentage Adults Transitioned Internship to CIE	14,207	9%			
Total Annual Expenditures Race/Ethnicity	27,951				

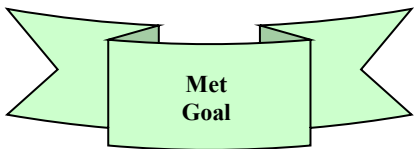
Performance Contract 2025-2026



= Better than Statewide Average



= Below Regional Center of Orange County Goal



= Met Regional Center of Orange County Goal



= Met or Exceeded Regional Center of Orange County Goal



= Exceeded Regional Center of Orange County Goal

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



Performance Contract 2025-2026

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

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



Performance Contract 2025-2026

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

Planned Activities

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

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

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

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

	Percentage	All Children	Children in FH	Goal	%	# Attained
Statewide Average	2.20%	252,861	5,676			
RCOC Public Hearing 4/23/25	1.80%	13,137	242			
RCOC 9/02/25	1.46%	13,744	200	220	1.46%	-20
Analysis as of Public Hearing	RCOC % of DD pop.		5.20%	RCOC % of FH pop.		4.26%

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

Below Goal

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

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

	%	All Children	Children in own home Parent/Guardian			
Statewide Average	97.47%	252,861	246,467			
RCOC Public Hearing 4/23/25	97.85%	13,137	12,854	Goal	%	# Attained
RCOC 9/02/25	98.12%	13,744	13,486	13,720	98.12%	-234
Analysis as of Public Hearing	RCOC % of DD pop.		5.20%	RCOC % of Home		97.85%



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

Below Goal

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

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

	%	All Children	Total Number Children in Homes			
Statewide Average	99.70%	252,861	252,143			
RCOC Public Hearing 4/23/25	99.70%	13,137	13,096	Goal	%	# Attained
RCOC 9/02/25	99.58%	13,744	13,686	13,940	99.58%	-254
Analysis of Public Hearing	RCOC % of DD pop		5.20%	RCOC % Homes		95.69%

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

Below Goal

Performance Contract 2025-2026

II. Adults Residing in Home Settings

Planned Activities

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

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

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



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

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

	Percentage	Total Adults Status 2	Adults in FHA			
Statewide Average	0.70%	203,915	1,484			
RCOC Public Hearing 4/23/25	0.70%	13,898	91	Goal	%	# Attained
RCOC 9/02/25	0.46%	14,207	66	90	0.46%	-24
Analysis as of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of FHA pop		6.13%

Below Goal

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



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

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

	Percentage	Total Adults Status 2	Adults in Independent Living			
Statewide Average	8.90%	203,915	18,216			
RCOC Public Hearing 4/23/25	7.00%	13,898	976	Goal	%	# Attained
RCOC 9/02/25	6.69%	14,207	950	982	6.69%	-32
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of IL pop		5.36%

Below Goal

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

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

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

	Percentage	Total Adults Status 2	Adults Residing Own Home - Parent			
Statewide Average	69.90%	203,915	142,439			
RCOC Public Hearing 4/23/25	71.20%	13,898	9,890	Goal	%	# Attained
RCOC 9/02/25	71.84%	14,207	10,207	10,510	71.84%	-303
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of own home		6.94%



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

Below Goal



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

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

	Percentage	Total Adults Status 2	Adults Residing in Supported Living			
Statewide Average	4.70%	203,915	9,477			
RCOC Public Hearing 4/23/25	3.50%	13,898	489	Goal	%	# Attained
RCOC 9/02/25	3.46%	14,207	492	505	3.46%	-13
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of SL pop		5.16%

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

Below Goal



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

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

	Percentage	Total Adults Status 2	Total Number Adults in Home Settings			
Statewide Average	84.20%	203,915	171,616			
RCOC Public Hearing 4/23/25	82.40%	13,898	11,446	Goal	%	# Attained
RCOC 9/02/25	82.46%	14,207	11,715	12,087	82.46%	-372
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of Home		6.67%

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

Below Goal

Performance Contract 2025-2026

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

Planned Activities

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

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

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

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

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

	Percentage	Total Children Status 1&2	Children Residing in CCF 7+ Beds			
Statewide Average	0.01%	252,861	14			
RCOC Public Hearing 4/23/25	0.00%	13,137	0	Goal	%	# Attained
RCOC 9/02/25	0.00%	13,744	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.20%	RCOC % of CCF 7+		0.00%



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

Met Goal

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

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

	Percentage	Total Children Status 1&2	Children Residing in an ICF 7+ beds			
Statewide Average	0.02%	252,861	32			
RCOC Public Hearing 4/23/25	0.00%	13,137	0	Goal	%	# Attained
RCOC 9/02/25	0.00%	13,744	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.20%	RCOC % of ICF 7+		0.00%



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

Met Goal

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

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

	Percentage	Total Children Status 1&2	Children Residing in a Nursing Facility			
Statewide Average	*	252,861	*			
RCOC Public Hearing 4/23/25	0.00%	13,137	0	Goal	%	# Attained
RCOC 9/02/25	0.00%	13,744	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.20%	RCOC % of NF		0.00%

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



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

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

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

	Percentage	Total Children Status 1&2	Total Children Residing in a 7+ Bed Facility			
Statewide Average	0.03%	252,861	49			
RCOC Public Hearing 4/23/25	0.00%	13,137	0	Goal	%	# Attained
RCOC 9/02/25	0.01%	13,744	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.20%	RCOC % 7+ Bed		0.00%



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

Met Goal

Performance Contract 2025-2026

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

Planned Activities

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

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

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

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

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

	Percentage	Total Adults Status 2	Adults in CCF 7+ Beds			
Statewide Average	0.67%	203,915	1,284			
RCOC Public Hearing 4/23/25	0.80%	13,898	112	Goal	%	# Attained
RCOC 9/02/25	0.69%	14,207	98	106	0.69%	8
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % Adult 7+ CCF		8.72%

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

Met Goal

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

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

	Percentage	Total Adults Status 2	Adults Residing ICF 7+ Beds			
Statewide Average	0.41%	203,915	705			
RCOC Public Hearing 4/23/25	0.10%	13,898	15	Goal	%	# Attained
RCOC 9/02/25	0.10%	14,207	14	13	0.10%	-1
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % ICF 7+		2.13%



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

Below Goal

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

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

	Percentage	Total Adults Status 2	Adults Residing in NF			
Statewide Average	0.40%	203,915	874			
RCOC Public Hearing 4/23/25	0.60%	13,898	77	Goal	%	# Attained
RCOC 9/02/25	0.49%	14,207	69	72	0.49%	3
Analysis of Public Hearing	RCOC % DD pop		6.82%	RCOC % NF		8.81%

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

Met Goal

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

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

	Percentage	Total Adults Status 2	Total Adults Residing in 7+ Bed			
Statewide Average	1.40%	203,915	2,863			
RCOC Public Hearing 4/23/25	1.50%	13,898	205	Goal	%	# Attained
RCOC 9/02/25	1.27%	14,207	181	191	1.27%	10
Analysis of Public Meeting	RCOC % of DD pop	6.82%	RCOC % 7+ Bed			7.16%



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



Performance Contract 2025-2026

V. Intake Duration

Planned Activities

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

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

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

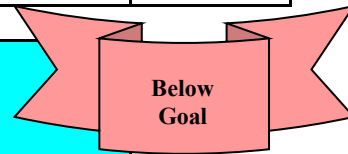
Progress: A. During public meetings, RCOC had 330, or 100%, of regional center individuals over age 3 with <=120 days.

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

	Percentage	Total # Age 3 or Over	Total # Over Age 3 with <=120 Days	Goal	% Attained
RCOC Public Hearing 4/23/25	100%	330	300		
RCOC 9/02/25	99.41%	507	504	100%	99.41%



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



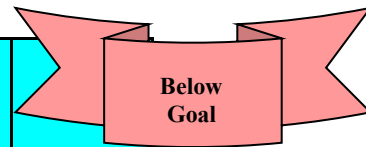
Progress: B. During public meetings, RCOC had 0, or 0.00%, of regional center individuals over age 3 with 121-240 days.

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

	Percentage	Total Number of Individuals Age 3 and Over	Total Number of Individuals Over Age 3 With 121-240 Days	Goal	% Attained
RCOC Public Hearing 4/23/25	0.00%	330	0	0%	0.00%
RCOC 9/02/25	0.59%	507	3	0%	0.59%



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



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

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

	Percentage	Total Number Individuals Age 3 or Over	Total Number Individuals Over Age 3 Over 240 Days	Goal	% Attained
RCOC Public Hearing 4/23/25	0%	330	0		
RCOC 9/02/25	0.42%	507	0	0%	0.00%



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



Performance Contract 2025-2026

VI. National Core Indicators (NCI) Employment

Planned Activities

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

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

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

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

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



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

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

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

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

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

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

Performance Contract 2025-2026

VII. Employment Development Department (EDD) Employment

Planned Activities

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

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

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

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



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

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

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



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

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

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

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



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

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

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

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

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

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

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

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

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

Performance Contract 2025-2026

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

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

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

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

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

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

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



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

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

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

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

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



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



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

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

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



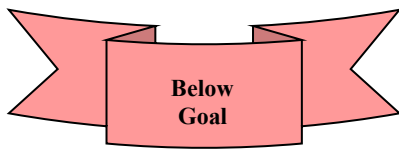
Performance Contract Summary

RCOC as of 10/01/2025	All	RCOC #	Goal	Percentage	# Attained
Children in Foster Homes (FH)	13,860	198	220	1.43%	-22
Children Own Home Parent/Guardian	13,860	13,599	13,720	98.12%	-121
Total # Children (FH,Parent/Guardian)	13,860	13,797	13,940	99.55%	-143
Adult FHA	14,278	64	90	0.45%	-26
Independent Living (IL)	14,278	947	982	6.63%	-35
Adults Residing Own Home - Parent	14,278	10,271	10,510	71.94%	-239
Supported Living (SL)	14,278	495	505	106.00%	-10
Total # Adults (FHA, IL,Parent/Guardian, SL)	14,278	11,777	12,087	185.02%	-310
Children Residing in a CCF (7+ beds)	13,860	0	0	0.00%	0
Children Residing in a ICF (7+ beds)	13,860	0	0	0%	0
Children Residing in a Nursing Facility (7+ beds)	13,860	0	0	0%	0
Total Children Residing in 7+ bed facilities	13,860	0	0	99.67%	0
Adults Residing in a CCF (7+ beds)	14,278	99	106	0.69%	7
Adults Residing in a ICF (7+ beds)	14,278	14	13	0.10%	-1
Adults Residing in a Nursing Facility (7+ beds)	14,278	69	72	0.48%	3
Total Adults Residing in 7+ bed facilities	14,278	182	191	1.27%	9
Total Individuals Over Age 3 with <=120 days	480	480	100%	100.00%	100.00%
Total Individuals Over Age 3 with 121-240 days	480	0	0%	0.00%	0.00%
Total Individuals Over Age 3 Over 240 days	480	0	0%	0.00%	0.00%
Adults with Integrated Employment Goal	14,278	43%	65%		
Total Number of Incentive Payments Made	14,278	342			
Avg. Wage per Hour After Incentive Payment	14,278	\$16.11			
Number of Persons Served with Earned Income	14,278	2,269			
Percentage of 16-64 Earned Income	14,278	15.5%			
Annual Earnings of 16-64	14,278	\$13,920			
Number of Adults in CIE After Paid Intern	14,278	8			
Percentage Adults Transitioned Internship to CIE	14,278	9%			
Total Annual Expenditures Race/Ethnicity	28,146				

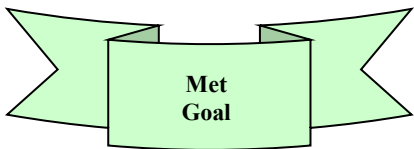
Performance Contract 2025-2026



= Better than Statewide Average



= Below Regional Center of Orange County Goal



= Met Regional Center of Orange County Goal



= Met or Exceeded Regional Center of Orange County Goal



= Exceeded Regional Center of Orange County Goal

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



Performance Contract 2025-2026

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

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

Performance Contract 2025-2026

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

Planned Activities

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

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



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

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

	Percentage	All Children	Children in FH	Goal	%	# Attained
Statewide Average	2.20%	252,861	5,676			
RCOC Public Hearing 4/23/25	1.80%	13,137	242			
RCOC 10/01/25	1.43%	13,860	198	220	1.43%	-22
Analysis as of Public Hearing	RCOC % of DD pop.		5.20%	RCOC % of FH pop.		4.26%

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

Below Goal

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

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

	%	All Children	Children in own home Parent/Guardian			
Statewide Average	97.47%	252,861	246,467			
RCOC Public Hearing 4/23/25	97.85%	13,137	12,854	Goal	%	# Attained
RCOC 10/01/25	98.12%	13,860	13,599	13,720	98.12%	-121
Analysis as of Public Hearing	RCOC % of DD pop.	5.20%	RCOC % of Home			97.85%



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

Below Goal

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

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

	%	All Children	Total Number Children in Homes			
Statewide Average	99.70%	252,861	252,143			
RCOC Public Hearing 4/23/25	99.70%	13,137	13,096	Goal	%	# Attained
RCOC 10/01/25	99.55%	13,860	13,797	13,940	99.55%	-143
Analysis of Public Hearing	RCOC % of DD pop		5.20%	RCOC % Homes		94.92%

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

Below Goal

Performance Contract 2025-2026

II. Adults Residing in Home Settings

Planned Activities

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

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

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



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

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

	Percentage	Total Adults Status 2	Adults in FHA			
Statewide Average	0.70%	203,915	1,484			
RCOC Public Hearing 4/23/25	0.70%	13,898	91	Goal	%	# Attained
RCOC 10/01/25	0.45%	14,278	64	90	0.45%	-26
Analysis as of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of FHA pop		6.13%

Below Goal

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



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

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

	Percentage	Total Adults Status 2	Adults in Independent Living			
Statewide Average	8.90%	203,915	18,216			
RCOC Public Hearing 4/23/25	7.00%	13,898	976	Goal	%	# Attained
RCOC 10/01/25	6.63%	14,278	947	982	6.63%	-35
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of IL pop		5.36%

Below Goal

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

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

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

	Percentage	Total Adults Status 2	Adults Residing Own Home - Parent			
Statewide Average	69.90%	203,915	142,439			
RCOC Public Hearing 4/23/25	71.20%	13,898	9,890	Goal	%	# Attained
RCOC 10/01/25	71.94%	14,278	10,271	10,510	71.94%	-239
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of own home		6.94%



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

Below Goal



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

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

	Percentage	Total Adults Status 2	Adults Residing in Supported Living			
Statewide Average	4.70%	203,915	9,477			
RCOC Public Hearing 4/23/25	3.50%	13,898	489	Goal	%	# Attained
RCOC 10/01/25	3.47%	14,278	495	505	3.47%	-10
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of SL pop		5.16%

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

Below Goal



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

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

	Percentage	Total Adults Status 2	Total Number Adults in Home Settings			
Statewide Average	84.20%	203,915	171,616			
RCOC Public Hearing 4/23/25	82.40%	13,898	11,446	Goal	%	# Attained
RCOC 10/01/25	82.48%	14,278	11,777	12,087	82.48%	-310
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % of Home		6.67%

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

Below Goal

Performance Contract 2025-2026

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

Planned Activities

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

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

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

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

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

	Percentage	Total Children Status 1&2	Children Residing in CCF 7+ Beds			
Statewide Average	0.01%	252,861	14			
RCOC Public Hearing 4/23/25	0.00%	13,137	0	Goal	%	# Attained
RCOC 10/01/25	0.00%	13,860	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.20%	RCOC % of CCF 7+		0.00%



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

Met Goal

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

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

	Percentage	Total Children Status 1&2	Children Residing in an ICF 7+ beds			
Statewide Average	0.02%	252,861	32			
RCOC Public Hearing 4/23/25	0.00%	13,137	0	Goal	%	# Attained
RCOC 10/01/25	0.00%	13,860	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.20%	RCOC % of ICF 7+		0.00%



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

Met Goal

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

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

	Percentage	Total Children Status 1&2	Children Residing in a Nursing Facility			
Statewide Average	*	252,861	*			
RCOC Public Hearing 4/23/25	0.00%	13,137	0	Goal	%	# Attained
RCOC 10/01/25	0.00%	13,860	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.20%	RCOC % of NF		0.00%

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



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



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

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

	Percentage	Total Children Status 1&2	Total Children Residing in a 7+ Bed Facility			
Statewide Average	0.03%	252,861	49			
RCOC Public Hearing 4/23/25	0.00%	13,137	0	Goal	%	# Attained
RCOC 10/01/25	0.01%	13,860	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of DD pop		5.20%	RCOC % 7+ Bed		0.00%



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

Met Goal

Performance Contract 2025-2026

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

Planned Activities

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

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

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

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

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

	Percentage	Total Adults Status 2	Adults in CCF 7+ Beds			
Statewide Average	0.67%	203,915	1,284			
RCOC Public Hearing 4/23/25	0.80%	13,898	112	Goal	%	# Attained
RCOC 10/01/25	0.69%	14,278	99	106	0.69%	7
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % Adult 7+ CCF		8.72%

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

Met Goal

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

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

	Percentage	Total Adults Status 2	Adults Residing ICF 7+ Beds			
Statewide Average	0.41%	203,915	705			
RCOC Public Hearing 4/23/25	0.10%	13,898	15	Goal	%	# Attained
RCOC 10/01/25	0.10%	14,278	14	13	0.10%	-1
Analysis of Public Hearing	RCOC % of DD pop		6.82%	RCOC % ICF 7+		2.13%



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

Below Goal

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

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

	Percentage	Total Adults Status 2	Adults Residing in NF			
Statewide Average	0.40%	203,915	874			
RCOC Public Hearing 4/23/25	0.60%	13,898	77	Goal	%	# Attained
RCOC 10/01/25	0.48%	14,278	69	72	0.48%	3
Analysis of Public Hearing	RCOC % DD pop		6.82%	RCOC % NF		8.81%

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

Met Goal

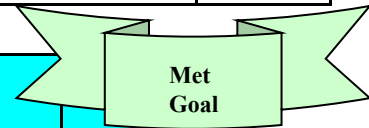
Progress: D. During public meetings, RCOC had 204, or 1.5%, of adults residing in a facility with 7+ beds. Placements to 7+ bed facilities are at family request and/or due to specialized services.

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

	Percentage	Total Adults Status 2	Total Adults Residing in 7+ Bed			
Statewide Average	1.40%	203,915	2,863			
RCOC Public Hearing 4/23/25	1.50%	13,898	205	Goal	%	# Attained
RCOC 10/01/25	1.27%	14,278	182	191	1.27%	9
Analysis of Public Meeting	RCOC % of DD pop		6.82%	RCOC % 7+ Bed		7.16%



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



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V. Intake Duration

Planned Activities

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

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

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

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

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

	Percentage	Total # Age 3 or Over	Total # Over Age 3 with <=120 Days	Goal	% Attained
RCOC Public Hearing 4/23/25	100%	330	300		
RCOC 10/01/25	100.00%	480	480	100%	100.00%



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

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

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

	Percentage	Total Number of Individuals Age 3 and Over	Total Number of Individuals Over Age 3 With 121-240 Days	Goal	% Attained
RCOC Public Hearing 4/23/25	0.00%	330	0		
RCOC 10/01/25	0.00%	480	0	0%	0.00%



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



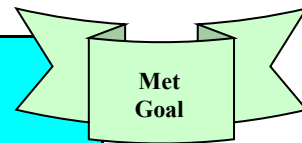
Progress: C. During public meetings, RCOC had 0, or 0.00%, of regional center individuals over age 3 with over 240 days.

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

	Percentage	Total Number Individuals Age 3 or Over	Total Number Individuals Over Age 3 Over 240 Days	Goal	% Attained
RCOC Public Hearing 4/23/25	0%	330	0		
RCOC 10/01/25	0.42%	480	0	0%	0.00%



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



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VI. National Core Indicators (NCI) Employment

Planned Activities

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

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

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

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

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



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

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

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

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

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

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

Performance Contract 2025-2026

VII. Employment Development Department (EDD) Employment

Planned Activities

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

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

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

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



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

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

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



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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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



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

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

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

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



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



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

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

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

**Regional Center of Orange County
Nominating Committee
October 20, 2025
Videoconference Minutes**

Committee Members Present: Sandy Martin, Chair
Meena Chockalingam
Bruce Hall
Liza Krassner
Jacqueline Nguyen
Chip Wright

RCOC Staff Present: Larry Landauer, Executive Director
Jerrod Bonner, Director of Information Technology
Arturo Cazares, Associate Executive Director
Bonnie Ivers, Director of Clinical Services
Jennifer Montanez, Director of Case Management
Christy Petteruto, General Counsel
Marta Vasquez, Chief Financial Officer
Stacy Wong, Director of Human Resources

Corporate Counsel Present: Greg Simonian, Esq.

Ms. Sandy Martin called the videoconference meeting to order at 5:00 p.m.

I. Slate of Officers for Upcoming Election

Ms. Martin stated that the Committee must develop a slate of officers to be recommended for approval at the Board of Directors' meeting on November 6, 2025. The committee then discussed the following candidates for the officer positions.

M/S/C to recommend appointment of the following slate of officers to RCOC's Board of Directors for the term commencing January 1, 2026 and ending June 30, 2027

<i>Chairperson:</i>	<i>Sandy Martin</i>
<i>Vice-Chairperson:</i>	<i>Chip Wright</i>
<i>Treasurer:</i>	<i>Jacqueline Nguyen</i>
<i>Secretary:</i>	<i>Yvonne Kluttz</i>

Ms. Martin adjourned the meeting at 5:08 p.m.

Recorder: Sandra Lomeli

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: November 6, 2025
TO: Board of Directors
FROM: Sandy Martin
Chair, Nominating Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

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

BACKGROUND:

RCOC's Bylaws describe the offices of the Board and the election process (Sections 3.01 and 3.02). The officers of the Board shall be the Chairperson, Vice-Chairperson, Secretary and Treasurer. The terms of officers shall be for 18 months. The Board shall elect its officers at a regularly scheduled Board meeting held at least one month prior to the end of the current officers' terms. In addition to the Directors nominated by the Nominating Committee, any Director may nominate a Director for any office. Election of each officer shall require a majority vote of all members of the Board.

REASON FOR CURRENT ITEM:

The Nominating Committee met on October 20, 2025, and proposes the following slate of officers for terms commencing January 1, 2026 and ending June 30, 2027.

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

FISCAL IMPACT:

None.

RECOMMENDATIONS:

That the Board approve the proposed slate of officers as presented.

**Regional Center of Orange County
Board Recruitment and Training Committee
September 8, 2025
Videoconference Minutes**

Committee Members Present: Sandy Martin, Chair
Bruce Hall
Chinh Nguyen
Fernando Peña

Committee Member Absent: Frances Hernandez
Hilda Mendez

Board Member Present: Chip Wright

RCOC Staff Present: Larry Landauer, Executive Director
Arturo Cazares, Associate Executive Director
Bonnie Ivers, Director of Clinical Services
Jennifer Montanez, Director of Case Management
Marta Vasquez, Chief Financial Officer
Stacy Wong, Director of Human Resources

Ms. Sandy Martin called the videoconference meeting to order at 5:01 p.m.

I. Board Recruitment

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

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

B. Discuss Recruitment Needs

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

The Committee also discussed scheduling an interview with a current Board applicant for October 2025, based on the current composition and needs of the Board.

II. Board Development and Training

Board Recruitment and Training Committee Minutes
September 8, 2025

A. Discuss Board Training Schedule and Topics

The Committee reviewed and discussed potential topics for calendar year 2026 training plan due to the Department of Developmental Services (DDS) in December 2025.

The Committee also reviewed the agenda for the upcoming Board of Directors' training on *Virtual Chart and Tech Enhancements* scheduled for October 2, 2025.

III. Community Forum

No community members were present at the meeting.

Ms. Martin adjourned the meeting at 5:39 p.m.

Recorder: Sandra Lomeli

**Regional Center of Orange County
Policies and Outcomes Committee
October 23, 2025
Videoconference Minutes**

Committee Members Present: Meena Chockalingam, Chairperson
Bruce Hall
Liza Krassner
Sandy Martin
Chip Wright

Committee Members Absent: Jacqueline Nguyen

RCOC Staff Members Present: Larry Landauer, Executive Director
Jerrod Bonner, Director of Information Technology
Arturo Cazares, Associate Executive Director
Bonnie Ivers, Director of Clinical Services
Jennifer Montanez, Director of Case Management
Christy Petteruto, General Counsel
Jack Stanton, Associate Director of Housing
Stacy Wong, Director of Human Resources (*joined at 5:10 p.m.*)

Corporate Counsel Absent: Greg Simonian, Esq.

Ms. Meena Chockalingam called the videoconference meeting to order at 5:00 p.m.

I. Governance Policies

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

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. Approval of the Record Retention and Destruction Policy

Ms. Christina Petteruto reminded Committee members that as of January 1, 2026, all regional centers are subject to the Public Records Act (PRA). RCOC has revised its Document Retention and Destruction Policy to meet PRA requirements. After extensive discussion, the Committee agreed to the proposed changes to the policy.

M/S/C to recommend that the Board approve the Record Retention and Destruction Policy as proposed

II. Approval of the 2025 Strategic Plan

After extensive discussion, the Committee proposed changes to the 2025 Strategic Plan, including the addition of measurable goals based on existing data. Mr. Landauer and his team will incorporate those recommendations and present a revised plan for the Committee's review at the next meeting.

III. Outcomes

A. Person Centered Thinking (PCT) Update

Ms. Jennifer Montanez reported that RCOC continues to offer workshops in English and Spanish on Person-Centered Thinking for families and service providers. A workshop held in October 2025, included persons served and their direct service providers was especially successful. Participants enjoyed learning about each other's likes, dislikes and how they can better support each other. Due to its great success, RCOC plans to continue offering more PCT workshops in this format.

B. Health and Wellness Project Update

Dr. Bonnie Ivers reported that in addition to incorporating mental health into the *Healthy Life, Happy Life (HLHL)* program, dental health and preventive care will also be included

C. Employment Update

Mr. Arturo Cazares reported that October is National Disability Employment Awareness Month (NDEAM). Mr. Cazares encouraged Committee members to visit the Department of Developmental Services' (DDS') social media accounts, which feature some of RCOC's Project SEARCH Program participants. Mr. Cazares also reported that DDS may create services codes specifically for the Project SEARCH Program to be funded directly by DDS.

D. Housing Update

Mr. Jack Stanton reported that the new apartment complex in the City of Irvine is on target for completion by December 2025, with five apartment units reserved for persons served by RCOC. After some research, RCOC has identified five potential applicants who can meet the monthly income requirements for the reserved units.

Mr. Stanton also reported that RCOC partnered with the Vietnamese Parents with Disabled Children Association (VPDCA) to provide a community presentation on living options for person served by RCOC, such as independent living and adult residential service.

E. National Core Indicators (NCI) Update

Mr. Landauer reported that there are no updates since the NCI data presentation at the Board of Directors' meeting on September 4, 2025.

IV. Community Forum

No community members were present.

Ms. Chockalingam adjourned the meeting at 6:14 p.m.

Recorder: Sandra Lomeli

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: November 6, 2025
TO: Board of Directors
FROM: Meena Chockalingam, Chair
Policies and Outcomes Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: **Approval of Record Retention and Destruction Policy**

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 meetings on July 21, 2025 and October 20, 2025, the Policies and Outcomes Committee reviewed the Document Retention and Destruction Policy.

REASON FOR CURRENT ITEM:

Starting January 1, 2026, regional centers will be subject to the California Public Records Act (CPRA). The CPRA generally requires that records be open and available to the public, unless exempt from disclosure under the law. In preparation for the CPRA, RCOC staff have proposed an updated Record Retention and Destruction Policy to replace the current Document Retention and Destruction Policy. After review, the Policies and Outcomes Committee recommends approval of the proposed Record Retention and Destruction Policy. The proposed Record Retention and Destruction Policy and the existing Document Retention and Destruction policy are attached.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

That the Board approve the proposed Record Retention and Destruction Policy, as presented, to replace the existing Document Retention and Destruction Policy.

PROPOSED POLICY

XV. RECORD RETENTION AND DESTRUCTION POLICY

BACKGROUND

The purpose of this policy is to establish guidelines for the retention, management and destruction of Regional Center of Orange County (RCOC) records to ensure legal compliance, efficiency and cost management.

POLICY

A. Definitions

- a. RCOC Record – Any writing relating to the conduct of RCOC business that is prepared, owned, used, or retained by RCOC, regardless of physical form or characteristics.
- b. Writing – Any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored.

B. Maintenance of Records

In compliance with RCOC's contract with the Department of Developmental Services (DDS), RCOC shall maintain books, records, documents, case files, and other evidence pertaining to the budget, revenues, expenditures, and persons served under this contract (herein collectively called "records") in accordance with mutually agreed to procedures and Generally Accepted Accounting Principles (GAAP).

RCOC shall generally retain all RCOC Records for ten (10) years, unless otherwise specified in Schedule A or an applicable exception to this Policy. If an RCOC Record falls within more than one category in Schedule A, it shall be kept for the longer Retention Period.

This Policy does not apply to preliminary drafts, working notes, inter or intra-agency memoranda, or other records that are not kept in the ordinary course of business and the retention of which is not necessary for the discharge of RCOC's responsibilities. These records are not required to be maintained and may be destroyed at any time, unless there is an applicable exception to this Policy or a pending California Public Records Act request.

PROPOSED POLICY

C. Storage of Records

RCOC maintains hard-copy records at RCOC's offices in a secure environment. Electronic documents and data are stored in electronic folders, email, on the shared electronic drive, in RCOC's Virtual Chart, and various applications RCOC utilizes (DocuSign, ADP, Webtop, etc.). At the discretion of the Custodian of Records, hard-copy files may be sent to an off-site storage location operated by a provider under contract with RCOC. Files are sent to or retrieved from off-site storage by RCOC using a process developed by the provider. RCOC employees shall not store RCOC Records on a personal device or account.

In compliance with RCOC's contract with DDS, RCOC shall comply with the most current version of DDS' 'Requirements for Electronic Storage of Records' as developed by DDS and the Association of Regional Center Agencies (ARCA).

D. Destruction

RCOC Records may be destroyed after ten (10) years or after the expiration of the retention period identified in Schedule A, subject to any applicable exceptions or pending California Public Records Act requests. All physical documents referred to in this policy which are to be destroyed shall be shredded. All electronic documents referred to in this policy which are to be destroyed shall be permanently deleted using methods which regularly in the course of business verify complete destruction. Employees shall obtain permission prior to the destruction of any RCOC Records. Authority to destroy documents is as follows: for person served and litigation records, General Counsel; for service provider and financial records, the Chief Financial Officer; for employment records, the Human Resources Director; and for all other records, the Executive Director or their designee.

E. Exceptions

- a. Pending and Potential Litigation - In the event any RCOC Board member or employee becomes aware of litigation or potential litigation (i.e., a dispute that could result in litigation) involving RCOC, the Board member or employee shall immediately inform the Executive Director or their designee, and any further disposal of RCOC Records shall be suspended until such time as RCOC's General Counsel determines otherwise. Upon receiving notice of litigation or potential litigation, the Executive Director or their designee shall immediately take such steps as necessary to promptly inform staff of the suspension of disposal of records.
- b. Audit Documents – Documents relevant to an ongoing external audit, pending audit appeal, or audit findings in need of resolution shall be retained until such time as the audit is final and all audit findings have been resolved.

PROPOSED POLICY

- c. Historical/Reference – RCOC Records that are important for historical/reference value for conducting RCOC business may be retained for a longer retention period as needed. The records may be destroyed in accordance with Section D above when the matters pertaining to such records are completely resolved and the records are no longer needed to conduct RCOC business.
- d. State/Federal Law or Regulation – Notwithstanding anything in this Policy or Schedule A, any and all RCOC Records that are required to be retained for a certain period of time under state or federal law or regulation shall be retained in compliance with such law or regulation.

F. Compliance

RCOC expects all Board members and employees to fully comply with this Record Retention and Destruction Policy.

Failure to comply with this Record Retention and Destruction Policy may result in disciplinary action against the employee, including suspension or termination. Questions about this Policy should be referred to RCOC's General Counsel, who is responsible for administering, enforcing and recommending updates to this Policy.

GUIDING PRINCIPLES

- The public funds that support the service system are expended in a fashion that is person served-directed, cost-effective, consistent with good business practices, and that reflect RCOC's Guiding Principles and diligent stewardship.
- The RCOC Board of Directors is representative of, and accountable to, its stakeholders and the community it serves.

PROPOSED POLICY

SCHEDULE A

Item #	Title and Description of Records	Retention Period	Location	Notes
1.	Accounting/Financial Records <i>Documents concerning expenses and revenues, Books of account, Check registers, Canceled checks, Internal reports, Bank statements, Operations contracts and purchase orders, Invoices, Invoice documentation, Lease agreements, Payment Records, Accounting procedures, Relevant correspondence with DDS</i>	10 years from end of fiscal year	RCOC Accounting Office and/or Electronic files	Minimum of ten (10) years from the end of the applicable fiscal year.
2.	Accounting/Financial Records – Audit <i>External audits of RCOC, General ledgers and subsidiary ledgers, Financial statements, Tax filings, Insurance policies</i>	Permanent	RCOC Accounting Office and/or Electronic files	
3.	Board Meeting Minutes	Permanent	RCOC Executive Office and/or Electronic files	Approved meeting minutes shall be retained permanently. Recordings of Board meetings, if any, will be retained until Board approval of the meeting minutes and then destroyed.
4.	Chemical safety and toxic exposure records	Duration of Employment + 30 years	RCOC Human Resources	

PROPOSED POLICY

			Office and/or Electronic files	
5.	Corporate Documents <i>Corporate Articles of Incorporation, IRS Determination Letter, Tax Exempt Application (Form 1023), Bylaws and the like, including amendments</i>	Permanent	RCOC Executive Office and/or Electronic files	
6.	Development/Intellectual Property and Trade Secrets	Life of the trade secret	RCOC Executive Office, IT Department and/or Electronic files	
7.	Emails	3 years		<p>Emails will be maintained in RCOC's email archive system for three (3) years, after which they will be automatically deleted.</p> <p>Emails that need to be kept longer than 3 years (for example, emails containing information necessary for the performance of job duties) should be either:</p> <ul style="list-style-type: none"> a. printed in hard copy and kept in the appropriate file; or b. downloaded to a computer file and kept electronically.

PROPOSED POLICY

8.	Employee Benefits <i>Retirement enrollment, Benefits enrollment</i>	Duration of Employment + 5 years	RCOC Human Resources Office and/or Electronic files	
9.	Employee Policies, Forms, and Handouts	Current + 5 years	RCOC Human Resources Office and/or Electronic files	
10.	Employee Training <i>Training material including guides, reference sheets, and templates, Resources, Procedures, Training records</i>	Current + 5 years	RCOC Office and/or Electronic files	
11.	Employment Personnel File and Records <i>Employment Eligibility Verification Forms (I-9), Applications, Leave of Absences, Personnel Action Forms (PAF), Performance reviews, Job descriptions, Retirement</i>	Duration of Employment + 10 years (see notes for further guidance)	RCOC Human Resources Office and/or Electronic files	Employment and personnel records shall be retained for the duration of employment plus ten (10) years Retain Employment Eligibility Verification Forms (I-9), until the later of five (5) years from hire date, or one (1) year after termination.
12.	Litigation Files <i>This excludes Fair Hearing and Due Process Hearing files, unless a hearing resulted in an appeal to the Superior Court. Fair Hearing and Due Process documents</i>	10 years (see notes for further guidance)	RCOC Office and/or Electronic files	Legal counsel should be consulted to determine the retention period of particular documents, but litigation documents should generally be maintained for a period of ten (10) years.

PROPOSED POLICY

	<i>(excluding exhibits which are not specific to a person served) are maintained as part of persons served records.</i>			General Counsel shall be consulted prior to the destruction of any files related to legal proceedings to which RCOC is a party.
13.	Payroll Records <i>Timesheets, W-2 forms, CalPERS retirement contribution reports</i>	7 years from end of fiscal year	RCOC Office and/or Electronic files	
14.	Persons Served Records All Intake Referral and Regional Center Intake Assessment Records; birth records; birth, death and marriage certificates; coroner's reports; documentation of identification and/or legal status; documents memorializing generic resources that the regional center is required to examine for possible funding of services; life insurance policies and burial plans; wills; documents designating a legal agent; Advanced Health Care Directives and Physician's Orders on Life-Sustaining Treatment; Adoption Agreements and Orders; psychological records, including developmental evaluations or screenings; EDAC/Bridges for Newborns Assessments; all multi-disciplinary team evaluations; DS 3770 (Medicaid Waiver) forms; admission/placement	Life of person served + 10 years	Electronic files in Virtual Chart	Person Served Records are retained for ten (10) years unless specifically identified here to be retained longer. For inactive cases, persons served may be presumed deceased if 100 years of age or older.

PROPOSED POLICY

	agreements; and relevant records for forensically involved persons.			
15.	<p>Privileged records/information</p> <p><i>Related to mandated reporting, Communication with counsel</i></p>	5 years (See notes for guidance)		<p>Privileged records/information related to mandated reporting shall not be entered into or maintained as part of the chart for any person served. These privileged records shall be maintained in separate electronic storage for five (5) years, then destroyed.</p> <p>No other privileged records/information, such as communication with counsel, shall be entered into or maintained as part of the person served chart. These other privileged records/information shall be destroyed only after consultation with RCOC's General Counsel.</p>
16.	Records Management Disposition/Destruction Certification	Permanent	RCOC Office and/or Electronic files	
17.	<p>Resource Development</p> <p><i>Community Resource Development Plans (CRDP) and approvals, Language Access and Cultural Competency (LACC) plans and approvals, Requests for Proposals (RFP's), RFP responses and scoring sheets, property development records</i></p>	15 years (See notes for further guidance)	RCOC Office and/or Electronic files	Records related to start-up funding for development of housing shall be retained permanently.

PROPOSED POLICY

18.	Resource and Informational Materials for Persons Served and the Community	Current	Comfort Connection Family Resource Center and/or Electronic files	
19.	Vendor Records <i>Including (but not limited to) applications, correspondence, Vendor Status Notifications, W-9 Forms, certificates of insurance, license, monitoring reports, Corrective Action Plans, and Program Designs</i>	Closed + 5 years	RCOC Office and/or Electronic files	Shall be destroyed five (5) years from the date a vendor is deleted from RCOC's service panel.
20.	Workers' Compensation	Incident + 10 years	RCOC Human Resources Office and/or Electronic files	

EXISTING POLICY

XV. DOCUMENT RETENTION AND DESTRUCTION POLICY

BACKGROUND

The corporate records of the Regional Center of Orange County (RCOC) are important assets. The purpose of this policy is to establish retention and destruction policies and schedules for specific categories of records in order to ensure legal compliance, and also to accomplish other objectives, such as preserving intellectual property and cost management.

POLICY

A. Definition

Corporate records include essentially all records produced in the course of business as a member of the Board or an employee, whether paper or electronic, including but not limited to the specific categories of records identified in section B, subsections 1 through 10 below. A record may be as obvious as a memorandum, an e-mail, a contract or a case study, or something not as obvious, such as a computerized desk calendar, an appointment book or an expense record.

B. Maintenance of Records

Various laws require RCOC to maintain certain types of corporate records, usually for a specified period of time. Failure to retain these records for the prescribed periods could subject a Board member or an employee and RCOC to penalties and fines, cause the loss of rights, obstruct justice, spoil potential evidence in a lawsuit, place RCOC in contempt of court, or seriously disadvantage RCOC in litigation.

In compliance with RCOC's contract with the Department of Developmental Services (DDS), RCOC shall maintain books, records, documents, case files, and other evidence pertaining to the budget, revenues, expenditures, and persons served under this contract (herein collectively called "records") in accordance with mutually agreed to procedures and Generally Accepted Accounting Principles (GAAP).

Several categories of documents that bear special consideration are identified below. While minimum retention periods are identified and records should not be destroyed prior to the expiration of the retention period, the retention of the documents identified below and of documents not included in the identified categories should be determined primarily by the application of the general guidelines affecting document retention identified above, as well as any other pertinent factors.

1. Financial Records. The following financial records shall be retained for a minimum of seven (7) years from the end of the applicable fiscal year:

- (i) Payroll records

EXISTING POLICY

- (ii) Documents concerning expenses and revenues
- (iii) Books of account
- (iv) Check registers
- (v) Canceled checks
- (vi) Internal reports
- (vii) Bank statements
- (viii) Operations purchase orders
- (ix) Invoices
- (x) Invoice documentation
- (xi) Accounting procedures

The following records shall be retained permanently:

- External audits of RCOC
 - General ledgers and subsidiary ledgers
 - Financial statements
 - Tax filings
 - Insurance policies
2. Persons Served Records. Persons served records include documents evidencing the provision of services to persons with developmental disabilities. Persons served records shall be maintained in accordance with RCOC's Services and Supports Records Retaining Guidelines, but at a minimum for a period of seven (7) years.
 3. Employment Records/Personnel Records. State and federal statutes require RCOC to keep certain recruitment, employment and personnel information. All personnel records pertaining to an individual employee, including all final memoranda and correspondence reflecting performance reviews and actions taken by or against personnel, shall be maintained in the employee's personnel file. Employment and personnel records shall be retained for the duration of employment plus seven (7) years, except as follows:
 - (i) Employment Eligibility Verification Forms (I-9 Forms) shall be kept until the later of five (5) years from hire date, or one (1) year after termination.
 - (ii) Workers Compensation files shall be kept for ten (10) years.
 - (iii) Chemical safety and toxic exposure records shall be kept for the duration of employment plus thirty (30) years.
 4. Board and Board Committee Materials. Meeting minutes shall be retained permanently. A copy of all Board and Board Committee materials, including Board membership applications, shall be kept for no less than five (5) years by RCOC.
 5. Corporate Documents. Corporate Articles of Incorporation, IRS Determination Letter, Tax Exempt Application (Form 1023), Bylaws and the like, including

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amendments, shall be retained permanently (and also readily available for public disclosure).

6. Press Releases/Public Filings. RCOC should retain permanent copies of all press releases and publicly filed documents.
 7. Litigation Files. Legal counsel should be consulted to determine the retention period of particular documents, but litigation documents should generally be maintained for a period of ten (10) years. This excludes Fair Hearing and Due Process Hearing files, unless a hearing resulted in an appeal to the Superior Court. Fair Hearing and Due Process documents (excluding exhibits which are not specific to a person served) are maintained as part of persons served records during the normal course of business. Legal counsel shall be consulted prior to the destruction of any files related to legal proceedings to which RCOC is a party.
 8. Development/Intellectual Property and Trade Secrets. Development documents are often subject to intellectual property protection in their final form (e.g., patents and copyrights). The documents detailing the development process are often also of value to RCOC and are protected as a trade secret where RCOC:
 - a. derives independent economic value from the secrecy of the information, and the information not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
 - b. has taken affirmative steps to keep the information confidential.
- RCOC should keep all documents designated as containing trade secret information for at least the life of the trade secret.
9. Contracts. RCOC shall retain copies of all final executed contracts not included in other categories of records within this policy for at least five (5) years beyond the life of the agreement. All contracts involving construction or property improvements shall be retained permanently.
 10. Electronic Mail. Email shall be maintained in RCOC's email archive system for a minimum of seven (7) years. Emails that need to be kept longer than 7 years (for example, emails containing information necessary for the performance of job duties) should be either:
 - a. printed in hard copy and kept in the appropriate file; or
 - b. downloaded to a computer file and kept electronically.

EXISTING POLICY

C. Storage of Records

Files for persons served, provider, and administrative records are maintained at RCOC in a secure environment. At the discretion of the Custodian of Records, files may be sent to an off-site storage location operated by a provider under contract with RCOC. Files are sent to or retrieved from offsite storage by RCOC using a process developed by the provider.

In compliance with RCOC's contract with DDS, RCOC shall comply with the most current version of DDS' 'Requirements for Electronic Storage of Records' as developed by DDS and the Association of Regional Center Agencies (ARCA).

D. Destruction

All physical documents referred to in this policy which are to be destroyed shall be shredded. All electronic documents referred to in this policy which are to be destroyed shall be permanently deleted using methods which regularly in the course of business verify complete destruction. Employees shall obtain permission prior to the destruction of any records. Authority to destroy documents is as follows: for persons served records, the General Counsel; for service provider and financial records, the Chief Financial Officer; for employment records, the Human Resources Director; and for all other records either the Executive Director or his/her designee.

E. Litigation or Claims

In the event any RCOC Board member or employee becomes aware of litigation or potential litigation (i.e., a dispute that could result in litigation) involving RCOC, the Board member or employee shall immediately inform the Executive Director or his/her designee, and any further disposal of records, including records in electronic form, shall be suspended until such time as the Executive Director, with the advice of legal counsel, determines otherwise. This shall include a suspension of the transferring of original records to electronic retention. In addition, no alterations or markings shall be made on an original document. Upon receiving notice of litigation or potential litigation, the Executive Director or his/her designee shall immediately take such steps as necessary to promptly inform all staff of the suspension of disposal of records.

F. Compliance

RCOC expects all Board members and employees to fully comply with this Document Retention and Destruction Policy.

Failure to comply with this Document Retention and Destruction Policy may result in disciplinary action against the employee, including suspension or termination. Questions about this policy should be referred to the General Counsel, who is responsible for administering, enforcing and recommending updates to this policy.

EXISTING POLICY

GUIDING PRINCIPLES

- The public funds that support the service system are expended in a fashion that is person served-directed, cost-effective, consistent with good business practices, and that reflect RCOC's Guiding Principles and diligent stewardship.
- The RCOC Board of Directors is representative of, and accountable to, its stakeholders and the community it serves.
- RCOC Board of Directors will be actively involved in the organization (e.g., attendance and participation). The Board will provide appropriate support to maximize effective participation by all its members.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: November 6, 2025
TO: Board of Directors
FROM: Meena Chockalingam
Chair, Policies and Outcomes Committee

ACTION	
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	X

SUBJECT: Policies on 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 23, 2025, the Policies and Outcomes Committee reviewed the Policies on the Board-Executive Relationship.

REASON FOR CURRENT ITEM:

The Policies and Outcomes Committee did not recommend any revisions to the Policies on 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

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: November 6, 2025
TO: Board of Directors
FROM: Meena Chockalingam
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 23, 2025, 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
Vendor Advisory Committee
September 9, 2025
Videoconference Minutes**

Members:

Adult Behavior Management Programs

Chair, Ryan Perez, present
Co-Chair, Katie Bruellet, absent

Adult Day Programs

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

Adult Family Home/Foster Family Agency

Chair, Janeth McDonough, present
Co-Chair, Alexandra Rasey-Smith, present

Behavior Services

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

Community Care Facilities

Chair, Jorge Lozano, present
Co-Chair, Omar Tawfik, present

Early Intervention

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

Habilitation

Chair, Marina Margaryan, present
Co-Chair, Jodean Hudson, absent

Independent/Supported Living

Chair, Christine Molina, present
Co-Chair, Ana Sandoval, present

Intermediate Care Facilities

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

Support Services/Allied Health

Chair, Kelly Araujo, absent
Co-Chair, Michael Toliver, present

Liaisons:

CalOptima

Hannah Kim, absent

Orange County Transit Authority

Melissa Mungia, absent

RCOC Staff Present:

Larry Landauer, Executive Director
Liliana Castillo, Accounting Manager – Vendorization

Vendor Advisory Committee Minutes
September 9, 2025

Arturo Cazares, Associate Executive Director
Valeria De Los Angeles, Accounting Supervisor – Payables
Wayed Kabir, Peer Advocate
Bonnie Ivers, Clinical Director
Jennifer Montanez, Director of Case Management
Christy Petteruto, General Counsel
Julie Rodriguez, Accounting Supervisor – Systems
Jack Stanton, Associate Director of Housing
Marta Vasquez, Chief Financial Officer
Laurel Warren, Quality Assurance Coordinator
Sean Watson, Associate Director of Risk Management

Guest: Hannah Pickett, Disability Rights California (DRC)

Call to Order

Mr. Rick Perez welcomed all attendees and called the videoconference meeting to order at 2:01 p.m.

I. RCOC Update

Mr. Larry Landauer reported that there is a projected surplus statewide Purchase of Service (POS) Expenditures for Fiscal Year 2024-25.

A. Vendorization Update

Ms. Liliana Castillo reported on the following items:

- *Independent Audit Reviews.* Ms. Castillo reported that the third notice for the Independent Audit Reviews, including March 2024, was mailed on July 25, 2025.
- *Electronic Visit Verification (EVV).* Ms. Castillo reported that an EVV notice was mailed on August 15, 2025, informing providers that the Department of Developmental Services (DDS) has extended the EVV registration deadline from August 22, 2025 to September 30, 2025. The notice was sent to vendors providing personal and home health care services that require in-home visits. For more information and to view the list of service codes subject to EVV registration, please visit RCOC's website at www.rcocdd.com.

B. DDS' Provider Directory Update

Mr. Arturo Cazares reported that RCOC continues to work with service providers who did not meet the May 31, 2025, deadline for DDS' Provider Directory. Providers who missed the deadline will lose access to eBilling until their records are submitted and validated. In addition, these providers will not receive the Quality Incentive Program (QIP) portion of their rate for the current fiscal year.

C. Disability Rights California (DRC)

Ms. Hannah Pickett, Clients' Rights Advocate/Attorney, Disability Rights California (DRC), provided the Committee with information about the agencies services and trainings for services providers. Ms. Pickett explained that the provider training covers the rights of the individuals served, relevant laws and regulations, and the denial of rights process under Title 17. The presentation takes about one to two hours and can be offered via Zoom or in person. Service providers interested in scheduling a training may contact Ms. Pickett for more information.

II. Board Report

Mr. Perez reported that the Board of Directors held a meeting on September 4, 2025.

III. Peer Advisory Committee (PAC) Report

Mr. Wayed Kabir reported that the Committee met on June 18, 2025, and viewed a presentation by the State Council on Developmental Disabilities (SCDD) on *Medicaid: What You Need to Know*.

The next Committee meeting is scheduled for September 17, 2025.

IV. Liaison Reports

A. CalOptima – Hannah Kim (absent)

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

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

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

V. Member Reports

A. Adult Behavior Management – Ryan Perez (present)

B. Adult Day Programs – Rick Perez (present)

Mr. Ryan Perez reported that the two subcommittees met today and reviewed the new Individual Person Plan (IPP) template from DDS. The subcommittees also discussed their continued billing issues.

C. Adult Family Home Agency (AFHA)/Foster Family Agency (FFA) – Janeth McDonough (present)

Ms. Janeth McDonough reported that there were no updates.

D. Behavior Services – Cindy Hebert (present)

Ms. Cindy Hebert reported that the subcommittee met and discussed the rate reform and the transition of codes for behavior services.

E. Community Care Facilities (CCF) – Jorge Lozano (present)

Mr. Jorge Lozano reported that the subcommittee met and held a discussion with Mr. Sean Watson regarding RCOC's quality assurance visits, which will now include verification that program designs meet Home and Community-Based Services (HCBS) compliance requirements. The subcommittee also discussed rate reform and the Direct Support Professional (DSP) Internship Program.

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

Ms. Junie Lazo-Pearson reported that the subcommittee met and discussed DDS' Quality Incentive Program (QIP) workshops and deadlines.

G. Habilitation – Marina Margaryan (present)

Ms. Marina Margaryan reported that there were no updates. The next subcommittee meeting is scheduled in October 2025.

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

Ms. Christine Molina reported that the subcommittee is scheduled to meet in September 2025.

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

In Mr. Rich Mraule's absence, Mr. Stanton reported that reported that there were no updates.

J. Support Services/Allied Health – Kelly Araujo (absent)

In Ms. Kelly Araujo's absence, Mr. Michael Toliver reported that the subcommittee met earlier today and discussed rate reform, QIP, DDS' Respite Assessment Toolkit and mileage billing.

VI. Community Forum

There were no speakers for community forum.

VII. Adjournment

Mr. Perez adjourned the meeting at 2:25 p.m.

The next VAC meeting is scheduled for October 14, 2025.

Recorder: Sandra Lomeli

**Regional Center of Orange County
Vendor Advisory Committee
October 14, 2025
Videoconference Minutes**

Members:

Adult Behavior Management Programs

Chair, Ryan Perez, absent
Co-Chair, Katie Bruellet, present

Adult Day Programs

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

Adult Family Home/Foster Family Agency

Chair, Janeth McDonough, present
Co-Chair, Alexandra Rasey-Smith, absent

Behavior Services

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

Community Care Facilities

Chair, Jorge Lozano, present
Co-Chair, Omar Tawfik, absent

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, Kelly Araujo, present
Co-Chair, Michael Toliver, absent

Liaisons:

CalOptima

Hannah Kim, absent

Orange County Transit Authority

Garrett Rodriguez, present

RCOC Staff Present:

Larry Landauer, Executive Director
Liliana Castillo, Accounting Manager – Vendorization
Arturo Cazares, Associate Executive Director
Valeria De Los Angeles, Accounting Supervisor – Payables

Wayed Kabir, Peer Advocate
Bonnie Ivers, Clinical Director
Jennifer Montanez, Director of Case Management
Jack Stanton, Associate Director of Housing
Marta Vasquez, Chief Financial Officer
Laurel Warren, Quality Assurance Coordinator
Sean Watson, Associate Director of Risk Management

Call to Order

In Mr. Rick Perez's and Ms. Junie Lazo-Pearson's absence, Ms. Cindy Hebert welcomed all attendees and called the videoconference meeting to order at 2:01 p.m.

I. RCOC Update

A. Vendorization Update

Ms. Liliana Castillo reported on the following items:

- *Service Provider Service Code 116.* Ms. Castillo reported that vendors for Service Code 116 (Early Start Specialized Services) should have received updated authorizations and invoices with the new subcodes and rates based on the percentages in the Department of Developmental Services' (DDS') workbooks. The new rates started January 1, 2025 and retroactive payments will be sent within 60 days after the workbook is submitted. Vendors who have not yet submitted workbooks can obtain assistance from Dr. Bonnie Ivers and RCOC's Clinical team. For questions regarding the rate reform workbooks, please email vendorization@rcocdd.com.
- *Behavioral Services.* Ms. Castillo reported that RCOC is still reviewing program design addendums for behavioral services vendors. Once an addendum is approved, RCOC will email the vendor to request the additional documentation required to move forward with the new service code.

B. DDS' Provider Directory Update

Mr. Arturo Cazares reported that RCOC continues to work with service providers who missed the May 31, 2025 deadline for DDS' Provider Directory. For those providers who received the full rate (100%) but did not complete Step 2 of the process, the rate will be reduced to 90%. These providers should expect to receive notices soon from RCOC.

II. Board Report

Mr. Landauer reported that the Board of Directors held a training on October 2, 2025.

III. Peer Advisory Committee (PAC) Report

Mr. Wayed Kabir reported that the Committee is scheduled to meet on October 15, 2025, where he will provide a presentation on *Understanding the Basics of Artificial Intelligence (AI)*.

Mr. Kabir extended an invitation to all VAC subcommittee members to attend a monthly PAC meeting beginning in January 2026 and present information about the services each agency offers for individuals served by RCOC.

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

IV. Liaison Reports

A. CalOptima – Hannah Kim (absent)

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

B. Orange County Transportation Authority (OCTA) – Garrett Rodriguez (present)

Mr. Garrett Rodriguez announced that Ms. Melissa Mungia has been reassigned, and he will now serve as OCTA's VAC Liaison.

Mr. Rodriguez reported that ridership has increased and driver schedule changes are being made to improve performance.

V. Member Reports

A. Adult Behavior Management – Ryan Perez (absent)

B. Adult Day Programs – Rick Perez (absent)

In Mr. Ryan Perez's and Mr. Rick Perez's absence, Ms. Katie Bruellet reported that the two subcommittees met today and discussed the rate reform billing revisions.

C. Adult Family Home Agency (AFHA)/Foster Family Agency (FFA) – Janeth McDonough (present)

Ms. Janeth McDonough reported that the subcommittee met and discussed concerns with referral processes. The subcommittee is also coordinating a presentation for RCOC's service coordinators to learn more about AFHA/FFA services.

D. Behavior Services – Cindy Hebert (present)

Ms. Cindy Hebert reported that the subcommittee is scheduled to meet on December 1, 2025.

E. Community Care Facilities (CCF) – Jorge Lozano (present)

Mr. Jorge Lozano reported that there were no updates, as the subcommittee has not met.

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

In Ms. Lazo-Pearson's absence, Ms. Pam Alexander reported that the subcommittee met and discussed DDS' Quality Incentive Program (QIP) workshops and deadlines.

G. Habilitation – Marina Margaryan (present)

Ms. Marina Margaryan reported that the subcommittee met and discussed the rate reform subcodes and the DSP onboarding process.

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

Ms. Christine Molina reported that the subcommittee met and discussed transitioning from monthly to quarterly meetings, as well as the DSP Internship Program, quality assurance and employee related issues.

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

In Mr. Rich Mraule's absence, Mr. Stanton reported that reported that there were no updates.

J. Support Services/Allied Health – Kelly Araujo (present)

Ms. Kelly Araujo reported that the subcommittee met earlier today and discussed rate reform, QIP and RCOC's Wish Tree Program. The subcommittee is scheduled to meet on November 11, 2025.

VI. Community Forum

There were no speakers for community forum.

VII. Adjournment

Ms. Hebert adjourned the meeting at 2:18 p.m.

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

Recorder: Sandra Lomeli

**Regional Center of Orange County
Peer Advisory Committee
September 17, 2025
Videoconference Minutes**

Committee Members Present: Wayed Kabir, RCOC's Peer Advocate
Sylvia Delgado
Stephen Gersten
Peter Kuo
Fernando Peña (*joined at 3:07 p.m.*)

Committee Members Absent: Yvonne Kluttz, Chairperson
Amy Jessee, Co-Chair
Kerri Adamic
Marcell Bassett
Cheryl Day

RCOC Staff Members Present: Larry Landauer, Executive Director
Arturo Cazares, Associate Executive Director
Jennifer Montanez, Director of Case Management

Guest(s): Mark Hemry

In Ms. Yvonne Kluttz and Ms. Amy Jessee's absence, Mr. Wayed Kabir called the meeting to order at 3:01 p.m.

I. Welcome and Introductions

Mr. Kabir welcomed everyone to the Peer Advisory Committee (PAC) meeting.

II. RCOC's Peer Advocate Report

Mr. Kabir reported that there were no updates. The Committee discussed their summer vacation highlights.

III. Overview of Adult Services

Mr. Arturo Cazares provided the Committee with a presentation on an *Overview of Adult Services*.

IV. Community Forum

There were no speakers for community forum.

V. Next Scheduled Meeting

The next PAC meeting is scheduled for October 15, 2025.

Mr. Kabir adjourned the meeting at 3:50 p.m.

Recorder: Sandra Lomeli

**Regional Center of Orange County
Peer Advisory Committee
October 15, 2025
Videoconference Minutes**

Committee Members Present: Wayed Kabir, RCOC's Peer Advocate
Sylvia Delgado
Stephen Gersten
Peter Kuo
Fernando Peña

Committee Members Absent: Yvonne Kluttz, Chairperson
Amy Jessee, Co-Chair
Kerri Adamic
Marcell Bassett
Cheryl Day

Board Member Present: Chinh Nguyen

RCOC Staff Members Present: Arturo Cazares, Associate Executive Director
Jennifer Montanez, Director of Case Management
Leah Saitz, Person-Centered Thinking Coordinator

Guest(s): Mark Hemry

In Ms. Yvonne Kluttz and Ms. Amy Jessee's absence, Mr. Wayed Kabir called the meeting to order at 3:07 p.m.

I. Welcome and Introductions

Mr. Kabir welcomed everyone to the Peer Advisory Committee (PAC) meeting.

II. RCOC's Peer Advocate Report

Mr. Kabir reported that he invited members of the Vendor Advisory Committee (VAC) to present at a future PAC meeting and share information about their programs and services available to individuals served by RCOC. Mr. Kabir will coordinate with interested VAC members to schedule a presentation for a future PAC meeting.

III. OCTA's New Wave Card

Mr. Cazares reported that Orange County Transportation Authority (OCTA) has launched its new Wave fare payment system. The Wave card introduces the latest pay-as-you-go technology, allowing riders to load funds onto a physical Wave card, use the Wave mobile app or pay with a contactless debit or credit card when boarding an OC Bus or OC Streetcar. Riders may continue to use cash to pay for single rides when needed. Mr. Cazares noted that existing paper passes will remain valid until April 2026, when the new system is fully implemented. For more information, visit www.octa.net.

IV. Understanding the Basics of Artificial Intelligence (AI)

Mr. Kabir provided Committee members with a presentation on *Understanding the Basics of AI*.

V. Community Forum

There were no speakers for community forum.

VI. Next Scheduled Meeting

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

Mr. Kabir adjourned the meeting at 3:37 p.m.

Recorder: Sandra Lomeli

**Regional Center of Orange County
Legislative and Community Awareness Committee
October 21, 2025
Videoconference Minutes**

Committee Members Present: Bruce Hall, Chairperson
Meena Chockalingam
Liza Krassner

Committee Members Absent: Sandy Martin
Hilda Mendez
Chinh Nguyen

RCOC Staff Members Present: Larry Landauer, Executive Director
Jerrod Bonner, Director of Information Technology
Arturo Cazares, Associate Executive Director
Bonnie Ivers, Director of Clinical Services
Jennifer Montanez, Director of Case Management
Kaitlynn Truong, Family Support and Community Outreach Manager
Marta Vasquez, Chief Financial Officer
Stacy Wong, Director of Human Resources

Guests: Linda Blankenship, Consultant
Anh Nguyen, Consultant

Mr. Bruce Hall called the meeting to order at 5:00 p.m.

I. Public Relations

A. News Media Outreach

Ms. Linda Blankenship reported that the October 2025 issue of *Exceptional Parent Magazine* includes a bylined article authored by Ms. Jennifer Montanez and Mr. Arturo Cazares on independent living options for adults.

Committee members discussed exploring other resources in addition to *Exceptional Parent Magazine*, to widen RCOC's outreach in the community. The Committee offered suggestions including print, television and other magazines as a more creative approach in bringing information about RCOC's services to even more people.

B. Social Media

Ms. Anh Nguyen shared that RCOC's social media platforms continuously feature information about events, public meetings and trainings.

II. 2026 Spotlight Awards

Ms. Nguyen reported that the 2026 Spotlight Awards event is scheduled for April 17, 2026 at the Embassy Suites Hotel in Anaheim. Returning as guest emcee will be Ms. Michele Gile, reporter at KCAL 9 and CBS2 News. The Request for Proposal (RFP) is posted on RCOC's website.

III. Legislative Outreach

A. ARCA Update

Mr. Larry Landauer reviewed ARCA's 2025 Legislative Outcomes Report: The ARCA State and National Bill File. Mr. Landauer reported that ARCA tracked over 60 bills with varying impact on people with disabilities, their families, service providers and regional center operations. Out of those 60, the Governor signed 16 bills into law. Two key bills were:

- AB 815, Vehicle Insurance: Vehicle Classification: Removes the insurance barriers for service providers having to obtain higher vehicle insurance rates by changing how vehicles are classified.
- AB 1172, Adult Day Care Programs: Administration of Intranasal Emergency Antiseizure Medications: Allows licensed adult day programs and residential facilities to administer inhalable emergency antiseizure medications.

B. Budget Update and Delegation Relationships

Ms. Nguyen reported that RCOC hosted a successful legislative community tour in August with Assemblyman Tri Ta and staff. The tour included visits to observe persons served while 'on the job', the apartment of a person served in supported living, and a day program. Assemblyman Ta shared that he found the tour to be both interesting and educational. RCOC plans to schedule additional community tours with state legislators and staff.

IV. Community Outreach

A. Mid-Autumn Festival & Social Recreation Resource Fair

Ms. Kaitlynn Truong reported that RCOC's Comfort Connection Family Resource Center (CCFRC) used Language Access and Cultural Competency (LACC) funding to cohost the Mid-Autumn Festival & Social Recreation Resource Fair on September 27, 2025 at the Atlantis Play Center in Garden Grove. The event was held in partnership with the Department of Developmental Disabilities (DDS) and the Union of Overseas Vietnamese Language Schools. The event offered information about community generic resources and social recreation programs. Activities included cultural activities, a lion dance, face painting, games and a magic show for 582 attendees served by RCOC.

B. Cypress College Psych-Tech Event

Mr. Arturo Cazares reported that he and Dr. Bonnie Ivers provided a tour of RCOC and CCFRC for students in the Cypress College Psychiatric Technology Program. The students also viewed a presentation about RCOC's services and potential career opportunities in the developmental disabilities field.

C. Autism Goes to Work

Mr. Cazares stated that he met Mr. Erik Linthorst, director/producer of *Autism Goes to College*, a documentary film about five diverse students on the autism spectrum navigating college.

Mr. Linthorst expressed interest in learning more about RCOC's Project SEARCH and attended a family informational meeting, and spoke with potential Project SEARCH applicants served by RCOC.

D. Disparity-Focused Activities

Dr. Ivers reported that the Irvine Barclay Theatre will host a sensory-friendly performance of *The Nutcracker Ballet* on Friday, December 5, 2025. Dr. Ivers and her team will provide an awareness training for theatre staff to assist families with persons served who have challenging behaviors, if needed, on the day of the event.

Dr. Ivers also reported that RCOC's Internal Diversity and Inclusion Task Force met on October 21, 2025, and discussed project priorities for 2026 to improve communication with families of diverse backgrounds and to ensure they have access to RCOC services and resources.

V. Community Forum

No community members were present at the meeting.

Mr. Hall adjourned the meeting at 5:50 p.m.

Recorder: Sandra Lomeli