



	H.	Policies and Outcomes Committee**	Cliff Amsden
		1. Policy on Insurance Requirements for Providers** 2. Policy on Information Dissemination to Persons Served, Families, Authorized Representatives, and Other Interested Parties** 3. Start-Up, Gap and Lag Funding Policy** 4. Policy on Resource Development and Procurement**	
	I.	Vendor Advisory Committee**	Rick Perez
		1. VAC Member of the Board of Directors	
	J.	Peer Advisory Committee**	Sylvia Delgado
	K.	Legislative and Community Awareness Committee**	Liza Krassner
	L.	ARCA Report	Liza Krassner
	M.	Community Forum***	John “Chip” Wright
	N.	Chairperson’s Report	John “Chip” Wright
	O.	Presentation on the 2023 Performance Contract	Jack Stanton Arturo Cazares
<b>IV.</b>		<b>Adjournment</b>	John “Chip” Wright

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

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

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

**Regional Center of Orange County  
Board of Directors' Meeting  
June 2, 2022  
Videoconference Minutes**

**Board Members Present:** John “Chip” Wright, Chairperson  
Cliff Amsden  
Marcell Bassett  
Tiffany Bauer  
Mine Hagen  
Frances Hernandez (*joined at 5:33 p.m.*)  
Amy Jessee  
Liza Krassner  
Sandy Martin  
Chinh Nguyen  
Fernando Peña

**Board Members Absent:** Meena Chockalingam  
Sylvia Delgado  
Hilda Mendez

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

**I. General Session**

Mr. Chip Wright called the meeting to order at 5:31 p.m.

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

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

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

There were no speakers for community forum.

**C. Budget and Finance Committee**

Ms. Mine Hagen reported that Mr. Roger Bulosan, from the accounting and advisory services firm of Marcum, LLP, presented the audited financial statements for the year ended June 30, 2021. Ms. Hagen also 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 May 5, 2022
2. Budget and Finance Committee
  - a. Approval of Monthly Sufficiency of Allocation Report, April 2022
  - b. Approval of Budget Amendment C-3, Fiscal Year 2021-22
  - c. Approval of Contract and Preliminary Allocation, Fiscal Year 2022-23
  - d. Approval of Audited Financial Statements for the Year Ended June 30, 2021
  - e. Approval of CalPERS Requirement for a Publicly Available Pay Schedule Effective June 2, 2022
  - f. Approval of Revisions to the Personnel Policies for RCOC's Holiday Schedule and Definition of Immediate Family for Paid Sick Leave

***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 five persons served who have worked with the same employer for 26 years or more with a Certificate of Recognition.

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

- *Coronavirus Disease 2019 (COVID-19)*. Mr. Landauer reported that coronavirus cases have risen recently.
- *California Budget*. Mr. Landauer reported that the May Revise was released and included acceleration of provider rate increases and expansion of early start eligibility to include children with a 25% instead of 33% delay in one or more developmental areas.
- *Purchase of Service (POS) Expenditures for Fiscal Year 2021-22*. Mr. Landauer reported that there is a projected surplus system-wide.
- *Person Centered Thinking (PCT)*. Mr. Landauer reported that RCOC continues to provide PCT trainings. Additionally, about 92.38% of the Individual Program Plans (IPPs) for Lanterman cases are in the PCT format.
- *Employment*. Mr. Arturo Cazares, RCOC's Director of Community Services, reported on data collected during IPP meetings regarding employment. The purpose of the data is to identify persons served who are interested in obtaining employment and assisting them with skills development that will improve the likelihood of employment. For those currently employed, the data collected was in relation to their

***RCOC Board of Directors' Meeting Minutes  
June 2, 2022***

employment and if they had any requests for changes.

- *Housing.* In Mr. Jack Stanton's absence, Ms. Theresa Ta, RCOC's Safety Net and Resource Development Manager, reported on the development of a Community Placement Plan Enhanced Behavioral Supports Home.
- *Legislative and Community Awareness.* Mr. Landauer reviewed highlights that included the 2022 virtual Spotlight Awards held May 2, 2022, direct care crisis and RCOC's visual refresh of its logo, *Dialogue* newsletter and website.
- *Health and Wellness.* In Dr. Bonnie Ivers' absence, Mr. Landauer reported that there were no new updates.
- *RCOC News.* Mr. Landauer reported that vendors continue to experience staffing shortages due to low provider rates.
- *Social Recreation POS Policy Revision.* Mr. Landauer reported that RCOC is updating its POS Guidelines on Social and Recreational Services and will submit it to DDS within the next couple of weeks.
- *Association of Regional Center Agencies (ARCA) Academy.* Mr. Landauer reported that the ARCA Academy's training webinar, *Self-Determination Program*, was held on May 10, 2022. These trainings are available to all regional center Board members.
- *RCOC's Caseload Ratio Plan of Correction Public Meeting.* Mr. Landauer reported that RCOC's Caseload Ratio Plan of Correction public meeting was held virtually on May 18, 2022.
- *Self-Determination Program (SDP).* Mr. Landauer reported that the next SDP Local Advisory Committee meeting is scheduled for June 27, at 6:00 p.m.

**F. Executive Committee**

Mr. Wright reported that the Committee met on May 16, 2022; the next Committee meeting is scheduled for June 20, 2022.

Mr. Wright presented the following agenda items from the Executive Committee for approval:

1. Approval of Renewal of Board Membership for Sylvia Delgado for a One-Year Term Commencing August 1, 2022 and Ending July 31, 2023

***M/S/C to approve the Renewal of Board Membership for Sylvia Delgado for a One-Year Term Commencing August 1, 2022 and Ending July 31, 2023***

***RCOC Board of Directors' Meeting Minutes  
June 2, 2022***

2. Approval of Sandy Martin as Treasurer for a Term Commencing July 1, 2022 and Ending December 31, 2022

***M/S/C to approve Sandy Martin as Treasurer for a Term Commencing July 1, 2022 and Ending December 31, 2022***

3. Approval of the Board of Directors' Meeting Schedule for Fiscal Year 2022-23  
Mr. Wright reported a correction on the Board of Directors' Meeting Schedule for Fiscal Year 2022-23. The date for the upcoming Board Retreat is July 16, 2022, not July 16, 2023. Mr. Wright asked the Board to approve the meeting schedule with this correction.

***M/S/C to approve the Board of Directors' Meeting Schedule for Fiscal Year 2022-23 with the date correction for the Board Retreat***

**G. Board Recruitment and Training**

Mr. Wright reported that the Committee met on May 9, 2022. It reviewed Board composition and the outline for the upcoming Board Retreat on July 16, 2022. The Committee also confirmed that the next Board training on *Vendor/Service Provider Overview* will be held on October 6, 2022.

The next Committee meeting is scheduled for July 11, 2022.

**H. Policies and Outcomes Committee**

Mr. Cliff Amsden reported that the Committee met and reviewed the Ends Policies and the Whistleblower Policy. Only formatting revisions were proposed for both policies. Mr. Amsden presented formatting revisions to the Ends Policies and Whistleblower Policy, as recommended by the Policies and Outcomes Committee.

1. Approval of Formatting Revisions to the Ends Policies

***M/S/C to approve formatting revisions to the Ends Policies as recommended***

2. Approval of Formatting Revisions to the Whistleblower Policy

***M/S/C to approve formatting revisions to the Whistleblower Policy as recommended***

The next Committee meeting is scheduled for July 18, 2022.

**I. Vendor Advisory Committee**

Ms. Tiffany Bauer reported that the Vendor Advisory Committee (VAC) met on April 12, 2022; the next meeting is scheduled for July 14, 2022.

Ms. Bauer presented the following agenda item for approval:

1. Approval of Vendor Advisory Committee Members

***M/S/C to approve the Vendor Advisory Committee Members as recommended***

**J. Peer Advisory Committee**

In Ms. Sylvia Delgado's absence, Mr. Landauer reported that the Committee met on May 18, 2022. At this meeting, Mr. Landauer presented RCOC's Caseload Ratio Plan of Correction for Fiscal Year 2021-22.

The next Committee meeting is scheduled for June 21, 2022.

**K. Legislative and Community Awareness Report**

Ms. Krassner reported that the Committee is scheduled to meet on July 12, 2022.

**L. ARCA Report**

Ms. Krassner reported that she will not be able to attend ARCA's Board of Directors' annual meeting held in Sacramento on June 16-17, 2022; Ms. Sandy Martin will attend in her place.

The next ARCA Board of Directors' meeting will be in Irvine on August 18-19, 2022.

**M. Community Forum**

There were no speakers for community forum.

**N. Chairperson's Report**

Mr. Wright recognized and thanked Mr. Marcell Bassett for his seven years of service and Ms. Mine Hagen for her three and one-half years of service to the Board.

Mr. Wright reminded Board members that the Board will meet in-person at RCOC's Santa Ana office for the Board Retreat on Saturday, July 16, 2022.

**II. Adjournment**

Mr. Wright adjourned the meeting at 6:23 p.m.

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Sylvia Delgado, Secretary

**Regional Center of Orange County  
Budget & Finance Committee  
Videoconference Minutes  
June 2, 2022**

**Committee Members Present:** Mine Hagen, Chair  
Cliff Amsden  
Marcell Bassett (*joined at 4:06 p.m.*)  
Amy Jesse (*joined at 4:04 p.m.*)  
Sandy Martin  
Fernando Peña  
John “Chip” Wright

**RCOC Staff Present:** Bette Baber, Chief Financial Officer  
Larry Landauer, Executive Director  
Liliana Castillo, Accounting Manager – POS  
Arturo Cazares, Associate Director of Employment  
Nancy Franco, Accounting Manager – Operations  
Jennifer Montanez, Director of Case Management  
Raudel Perez, Administrator  
Linda Pham, Accountant  
Keli Radford, Director of Services and Supports  
Marta Vasquez, Director of Finance  
Stacy Wong, Human Resources Director

**Guest:** Roger Bulosan, CPA, CFE

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

1. Approval of Monthly Sufficiency of Allocation Report, April 2022

Ms. Marta Vasquez reported that RCOC is projecting a surplus of \$37.2 million, a decrease of \$3.8 million over the prior projection. RCOC’s projected surplus will be \$46.2 million if all \$9 million of the State Plan Amendment receivables are paid.

2. Approval of Budget Amendment C-1, Fiscal Year 2021-22

Ms. Vasquez reported that the Department of Developmental Services (DDS) had allocated an additional \$3.9 million to RCOC.



3. Approval of Contract and Preliminary Allocation for Fiscal Year 2022-23

Ms. Vasquez reported that although RCOC had not received the allocation numbers yet, RCOC must return the signed contract and submit its cash advance requests to DDS as soon as the contract is received in June to prevent any disruption in cashflow.

4. Approval of Audited Financial Statements

Mr. Roger Bulosan, a partner with Marcum Accountants and Advisors, presented the audited financial statements and Marcum's audit approach.

5. Approval of CalPERS Requirement for a Publicly Available Pay Schedule Effective June 13, 2022

Ms. Vasquez reported that RCOC has added three titles and removed one from the salary schedule.

6. Approval of Revisions to the Personnel Policies for RCOC's Holiday Schedule and Definition of Immediate Family for Paid Sick Leave

Ms. Vasquez presented the proposed addition of two holidays to RCOC's holiday schedule: Juneteenth, National Independence Day and Columbus Day / Indigenous People's Day. RCOC is also updating the definition of immediate family for Paid Sick Leave.

M/S/C to approve the monthly SOAR, budget amendments, audited statements, salary schedule and revisions to the Personnel Policies.

The meeting adjourned at 4:54 p.m.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

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ACTION   X    
ACTION/CONSENT             
DISCUSSION             
INFO ONLY           

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DATE: September 1, 2022

TO: Board of Directors

FROM: Budget and Finance Committee

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

BACKGROUND:

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

REASON FOR CURRENT ITEM:

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

FISCAL IMPACT:

None.

RECOMMENDATION:

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

REGIONAL CENTER OF ORANGE COUNTY

M E M O R A N D U M

Date: August 19, 2022

To: Board of Directors

From: Budget and Finance Committee

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

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Purchase of Services (POS)

RCOC is projecting a surplus of \$38.7 million, an increase of \$1.5 million over the previous projection due to lower than projected expenditures. RCOC will have a projected surplus of \$47.7 million if all \$9.0 million of the State Plan Amendment receivables are paid.

This year's projected surplus is \$20.7 million greater than last year's projected surplus. The disruption due to COVID-19 has diminished the service delivery capacity of non-residential providers. Effective September 1, 2020, DDS permitted "alternative delivery of non-residential services that meet the individual needs of consumers, sustain the state's developmental services vendor network, and continue receipt of federal reimbursement for services provided to consumers during the COVID-19 State of Emergency." DDS has authorized payment for alternative delivery of non-residential services until December 31, 2022. After 28 months of Alternative Services payments, it is unknown how providers will resume traditional services in 2023. If the hiring challenges continue, it may be difficult.

RCOC's caseload increased by 1,090 persons for caseload growth of 4.8%; the regional center system increased by 22,592 persons for caseload growth of 6.3%.

Operations

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

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

	A	B	C	D	E	F	G	H
				SOAR		VARIANCE		
	C-3	ACTUAL	PROJECTED	PROJECTED	(column A-D)/A	(column A-D)	CHANGE	
PURCHASE OF SERVICE	ALLOCATION	SPENT	EXPENDITURES	EXPENDITURES	%	AMOUNT	FROM PRIOR	SPENT
		YEAR TO DATE	AT "RUN RATE"	(8/10/2022)	YEAR TO DATE		MO. REPORTED	PRIOR YEAR
(1) Licensed Residential Care	\$169,876,048	\$141,082,328	\$153,907,994	\$156,239,187	8%	\$13,636,861	\$0	\$151,480,041
(2) Day Care	2,554,882	1,195,688	1,304,387	1,705,571	33%	849,311	0	2,180,320
(3) Day Training	65,364,852	52,267,310	57,018,884	63,760,162	2%	1,604,690	0	58,155,629
(4) Habilitation	8,003,689	7,474,982	8,154,526	7,920,237	1%	83,452	0	8,031,555
(5) Transportation	13,516,053	5,805,849	7,741,132	7,328,135	46%	6,187,918	0	6,532,973
(6) Respite	48,094,897	35,516,962	42,620,354	46,635,697	3%	1,459,200	0	46,159,516
(7) Supported Living	50,350,506	43,436,509	47,385,283	50,005,506	1%	345,000	0	46,394,434
(8) Non-medical	17,107,255	15,830,677	17,269,829	16,319,924	5%	787,331	0	15,224,592
(9) Medical	7,054,334	6,011,967	6,558,509	6,097,923	14%	956,411	0	5,897,660
(10) Other	111,256,984	87,503,565	95,458,435	101,082,565	9%	10,174,419	-1,515,168	98,650,499
(11) Early Start (Age 0-3)	35,972,568	29,093,538	31,738,405	33,362,282	7%	2,610,286	0	24,382,721
(12) Community Placement Plan	2,298,728	0	0	2,298,728	0%	0	0	190,061
(13) Purchase of Service Total	531,450,797	425,219,375	469,157,738	492,755,917	7%	38,694,880	-1,515,168	463,280,001
OPERATIONS						\$47,734,721	* If all SPA receivables are paid.	
(14) Operating Expense (Gross)	8,750,000	6,169,023	6,729,843	8,750,000	0%	0	0	5,988,657
(15) Less Interest Income and SPA Fees	-150,000	-134,373	-146,589	-150,000	0%	0	0	-154,602
(16) Operating Expense (Net)	8,600,000	6,034,650	6,583,254	8,600,000	0%	0	0	5,834,055
(17) Personal Services	46,756,204	34,419,653	37,548,712	46,756,204	0%	0	0	37,167,592
(18) Family Resource Center/Services	269,299	190,483	207,800	269,299	0%	0	0	154,739
(19) Operations Total	55,625,503	40,644,786	44,339,766	55,625,503	0%	0	0	43,156,386
(20) Total	\$587,076,300	\$465,864,161	\$513,497,504	\$548,381,420	0%	\$38,694,880	-\$1,515,168	\$496,269,603

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

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

ASSETS	GENERAL FUND	CUSTODIAL FUND
CURRENT ASSETS		
Petty cash	\$300.00	
Checking	49,735,358.51	\$302,304.44
Savings	9,584.31	
Money market	0.00	
Payroll	311,478.02	
Donations	203,495.49	
Unemployment	836,864.66	
Certificate of deposit	0.00	
	<hr/>	<hr/>
Total current assets	51,097,080.99	302,304.44
	<hr/>	<hr/>
RECEIVABLES		
State claim	109,887,284.38	
Client support revenue	115,149.05	6,429.42
Due from State - prior years	1,484,242.69	
Due from ICF - ICF Supplemental Services	10,094,817.97	
	<hr/>	<hr/>
Total receivables	121,581,494.09	6,429.42
	<hr/>	<hr/>
PREPAID ITEMS		
Deposits	293,582.86	
Prepaid expense	0.00	
	<hr/>	<hr/>
Total prepaid items	293,582.86	0.00
	<hr/>	<hr/>
OTHER ASSETS		
Tenant improvements	376,912.35	
Building acquisition	63,613.98	
	<hr/>	<hr/>
Total other assets	440,526.33	0.00
	<hr/>	<hr/>
TOTAL ASSETS	\$173,412,684.27	\$308,733.86
	<hr/>	<hr/>
LIABILITIES AND FUND BALANCES		
LIABILITIES		
Accounts payable	\$24,784,726.81	\$115,149.05
Due to State - ICF Supplemental Services	52,522.57	
Loans payable	0.00	
Cash advance	147,535,074.74	
Unemployment insurance	836,864.66	
	<hr/>	<hr/>
Total liabilities	173,209,188.78	115,149.05
	<hr/>	<hr/>
FUND BALANCES		
General		
Donations	203,495.49	
Custodial		193,584.81
	<hr/>	<hr/>
TOTAL LIABILITIES AND FUND BALANCES	\$173,412,684.27	\$308,733.86
	<hr/>	<hr/>

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

Beginning Balance		\$203,495.49
Donations	0.00	
Loan Payments	0.00	
Interest	0.00	
Disbursements	<u>0.00</u>	.
Net Increase (Decrease)		<u>0.00</u>
Ending Balance		<u><u>203,495.49</u></u>

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

---

ACTION   X    
ACTION/CONSENT             
DISCUSSION             
INFO ONLY           

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DATE: September 1, 2022

TO: Board of Directors

FROM: Budget and Finance Committee

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

BACKGROUND:

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

REASON FOR CURRENT ITEM:

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

FISCAL IMPACT:

None.

RECOMMENDATION:

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

REGIONAL CENTER OF ORANGE COUNTY

M E M O R A N D U M

Date: August 19, 2022

To: Board of Directors

From: Budget and Finance Committee

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

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Purchase of Services (POS)

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Operations

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**Monthly Sufficiency of Allocation Report**  
**As of June 30, 2022**

	A	B	C	D	E	F	G	H
				SOAR		VARIANCE		
	C-3	ACTUAL	PROJECTED	PROJECTED	(column A-D)/A	(column A-D)	CHANGE	
PURCHASE OF SERVICE	ALLOCATION	SPENT	EXPENDITURES	EXPENDITURES	%	AMOUNT	FROM PRIOR	SPENT
		YEAR TO DATE	AT "RUN RATE"	(8/10/2022)	YEAR TO DATE		MO. REPORTED	PRIOR YEAR
(1) Licensed Residential Care	\$169,876,048	\$154,953,453	\$155,993,409	\$156,239,187	8%	\$13,636,861	\$0	\$151,480,041
(2) Day Care	2,554,882	1,264,486	1,309,287	1,705,571	33%	849,311	0	2,180,320
(3) Day Training	65,364,852	57,081,665	57,129,191	63,760,162	2%	1,604,690	0	58,155,629
(4) Habilitation	8,003,689	8,169,006	8,201,305	7,920,237	1%	83,452	0	8,031,555
(5) Transportation	13,516,053	6,320,282	7,584,338	7,328,135	46%	6,187,918	0	6,532,973
(6) Respite	48,094,897	36,868,682	40,220,380	46,635,697	3%	1,459,200	0	46,159,516
(7) Supported Living	50,350,506	46,840,351	47,494,105	50,005,506	1%	345,000	0	46,394,434
(8) Non-medical	17,107,255	17,392,925	17,392,925	16,319,924	5%	787,331	0	15,224,592
(9) Medical	7,054,334	6,610,957	6,610,957	6,097,923	14%	956,411	0	5,897,660
(10) Other	111,256,984	94,603,256	95,472,777	101,082,565	9%	10,174,419	-1,515,168	98,650,499
(11) Early Start (Age 0-3)	35,972,568	31,913,568	32,043,731	33,362,282	7%	2,610,286	0	24,382,721
(12) Community Placement Plan	2,298,728	0	0	2,298,728	0%	0	0	190,061
(13) Purchase of Service Total	531,450,797	462,018,631	469,452,406	492,755,917	7%	38,694,880	-1,515,168	463,280,001
OPERATIONS						\$47,734,721	* If all SPA receivables are paid.	
(14) Operating Expense (Gross)	8,750,000	6,475,130	6,475,130	8,750,000	0%	0	0	5,988,657
(15) Less Interest Income and SPA Fees	-150,000	-156,236	-156,236	-150,000	0%	0	0	-154,602
(16) Operating Expense (Net)	8,600,000	6,318,894	6,318,894	8,600,000	0%	0	0	5,834,055
(17) Personal Services	46,756,204	38,033,273	38,033,273	46,756,204	0%	0	0	37,167,592
(18) Family Resource Center/Services	269,299	229,139	229,139	269,299	0%	0	0	154,739
(19) Operations Total	55,625,503	44,581,306	44,581,306	55,625,503	0%	0	0	43,156,386
(20) Total	\$587,076,300	\$506,599,937	\$514,033,712	\$548,381,420	0%	\$38,694,880	-\$1,515,168	\$496,269,603

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

STATEMENT OF ASSETS, LIABILITIES AND FUND BALANCES  
AS OF JUNE 30, 2022

ASSETS	GENERAL FUND	CUSTODIAL FUND
CURRENT ASSETS		
Petty cash	\$300.00	
Checking	31,725,390.93	\$231,588.57
Savings	8,871.66	
Money market	0.00	
Payroll	317,991.87	
Donations	203,521.03	
Unemployment	836,898.28	
Certificate of deposit	0.00	
	<hr/>	<hr/>
Total current assets	33,092,973.77	231,588.57
	<hr/>	<hr/>
RECEIVABLES		
State claim	105,113,465.10	
Client support revenue	59,920.72	6,429.42
Due from State - prior years	1,525,766.29	
Due from ICF - ICF Supplemental Services	8,326,110.17	
	<hr/>	<hr/>
Total receivables	115,025,262.28	6,429.42
	<hr/>	<hr/>
PREPAID ITEMS		
Deposits	293,582.86	
Prepaid expense	290,223.41	
	<hr/>	<hr/>
Total prepaid items	583,806.27	0.00
	<hr/>	<hr/>
OTHER ASSETS		
Tenant improvements	376,912.35	
Building acquisition	63,613.98	
	<hr/>	<hr/>
Total other assets	440,526.33	0.00
	<hr/>	<hr/>
TOTAL ASSETS	\$149,142,568.65	\$238,017.99
	<hr/>	<hr/>
LIABILITIES AND FUND BALANCES		
LIABILITIES		
Accounts payable	\$514,552.03	\$59,920.72
Due to State - ICF Supplemental Services	52,522.57	
Loans payable	0.00	
Cash advance	147,535,074.74	
Unemployment insurance	836,898.28	
	<hr/>	<hr/>
Total liabilities	148,939,047.62	59,920.72
	<hr/>	<hr/>
FUND BALANCES		
General		
Donations	203,521.03	
Custodial		178,097.27
	<hr/>	<hr/>
TOTAL LIABILITIES AND FUND BALANCES	\$149,142,568.65	\$238,017.99
	<hr/>	<hr/>

REGIONAL CENTER OF ORANGE COUNTY  
BRIAN'S FUND  
JUNE 30, 2022

Beginning Balance		\$203,495.49
Donations	\$0.00	
Loan Payments	0.00	
Interest	25.54	
Disbursements	<u>0.00</u>	.
Net Increase (Decrease)		<u>25.54</u>
Ending Balance		<u><u>\$203,521.03</u></u>

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

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ACTION   X    
ACTION/CONSENT             
DISCUSSION             
INFO ONLY           

---

DATE: September 1, 2022

TO: Board of Directors

FROM: Budget and Finance Committee

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

BACKGROUND:

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

REASON FOR CURRENT ITEM:

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

FISCAL IMPACT:

None.

RECOMMENDATION:

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

REGIONAL CENTER OF ORANGE COUNTY

M E M O R A N D U M

Date: August 25, 2022

To: Board of Directors

From: Budget and Finance Committee

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

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Purchase of Services (POS)

RCOC has not received the planning allocation, see Agenda Item III.C.-2.d. The Department of Developmental Services (DDS) said that they will send it in September. RCOC staff will use the planning allocation to determine the sufficiency or deficiency of the allocation. The first Sufficiency of Allocation Report (SOAR) for fiscal year 2022-23 is due to DDS on December 10, 2022.

During fiscal years 2019-20 and 2020-21, DDS authorized retainer (absence) payments for non-residential providers from the date that Governor Newsom declared a State of Emergency on March 4, 2020 through August 31, 2020. Effective September 1, 2020, DDS permitted “alternative delivery of non-residential services that meet the individual needs of consumers, sustain the state’s developmental services vendor network, and continue receipt of federal reimbursement for services provided to consumers during the COVID-19 State of Emergency.” DDS has approved the alternative delivery of non-residential services until December 31, 2022.

Most providers’ rates increased effective April 1, 2022, and will increase again on January 1, 2023. Some providers will also receive an increase due to the minimum wage increase effective January 1, 2023.

In fiscal year 2021-22, RCOC’s caseload increased by 1,090 persons or 4.8%, the regional center system increased by 22,592 persons or 6.3%. In July 2022, RCOC’s caseload increased by 143 persons for an annualized caseload growth of 7.2%; the regional center system increased 2,359 person for an annualized caseload growth of 7.4%.

Operations

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

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

	A	B	C	D	E	F	G	H
				SOAR PROJECTED EXPENDITURES (n/a)		VARIANCE (column A-D)/A % YEAR TO DATE	CHANGE FROM PRIOR MO. REPORTED	SPENT PRIOR YEAR
PURCHASE OF SERVICE	D Preliminary ALLOCATION	ACTUAL SPENT YEAR TO DATE	PROJECTED EXPENDITURES AT "RUN RATE"			AMOUNT YEAR TO DATE		
(1) Licensed Residential Care	\$169,876,048	\$11,185,030	\$166,453,500	\$0	n/a	n/a	n/a	\$154,953,453
(2) Day Care	2,554,882	56,767	1,400,995	0	n/a	n/a	n/a	1,264,486
(3) Day Training	65,364,852	3,864,156	58,354,812	0	n/a	n/a	n/a	57,081,665
(4) Habilitation	8,003,689	101,765	8,715,132	0	n/a	n/a	n/a	8,169,006
(5) Transportation	13,516,053	96,674	6,173,196	0	n/a	n/a	n/a	6,320,282
(6) Respite	48,094,897	2,350	46,571,160	0	n/a	n/a	n/a	36,868,682
(7) Supported Living	50,350,506	3,588,664	49,340,465	0	n/a	n/a	n/a	46,840,351
(8) Non-medical	17,107,255	670,356	19,260,386	0	n/a	n/a	n/a	17,392,925
(9) Medical	7,054,334	572,848	9,359,476	0	n/a	n/a	n/a	6,610,957
(10) Other	111,256,984	249,282	94,733,468	0	n/a	n/a	n/a	94,603,256
(11) Early Start (Age 0-3)	35,972,568	1,989,006	33,840,360	0	n/a	n/a	n/a	31,913,568
(12) Community Placement Plan	2,298,728	0		0	n/a	n/a	n/a	
(13) Purchase of Service Total	531,450,797	22,376,898	494,202,951	0	0%	0	0	462,018,631
<b>OPERATIONS</b>								
(14) Operating Expense (Gross)	8,750,000	1,330,209	15,962,503	8,750,000	0%	0	0	6,475,130
(15) Less Interest Income and SPA Fees	-150,000	-18,017	-216,205	-150,000	0%	0	0	-156,236
(16) Operating Expense (Net)	8,600,000	1,312,191	15,746,298	8,600,000	0%	0	0	6,318,894
(17) Personal Services	46,756,204	3,336,233	40,034,794	46,756,204	0%	0	0	38,033,273
(18) Family Resource Center/Services	269,299	11,212	134,540	269,299	0%	0	0	229,139
(19) Operations Total	55,625,503	4,659,636	55,915,632	55,625,503	0%	0	0	44,581,306
(20) Total	\$587,076,300	\$27,036,534	\$550,118,583	\$55,625,503	0%	\$0	\$0	\$506,599,937

\* 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 JULY 31, 2022

ASSETS	GENERAL FUND	CUSTODIAL FUND
CURRENT ASSETS		
Petty cash	\$300.00	
Checking	66,282,134.72	\$182,359.79
Savings	69,477.23	
Money market	0.00	
Payroll	319,039.28	
Donations	203,021.03	
Unemployment	836,931.51	
Certificate of deposit	0.00	
	<hr/>	<hr/>
Total current assets	67,710,903.77	182,359.79
	<hr/>	<hr/>
RECEIVABLES		
State claim	26,747,598.85	
Client support revenue	37,005.53	5,129.51
Due from State - prior years	152,186,995.51	
Due from ICF - ICF Supplemental Services	9,075,931.46	
	<hr/>	<hr/>
Total receivables	188,047,531.35	5,129.51
	<hr/>	<hr/>
PREPAID ITEMS		
Deposits	293,582.86	
Prepaid expense	0.00	
	<hr/>	<hr/>
Total prepaid items	293,582.86	0.00
	<hr/>	<hr/>
OTHER ASSETS		
Tenant improvements	376,912.35	
Building acquisition	63,613.98	
	<hr/>	<hr/>
Total other assets	440,526.33	0.00
	<hr/>	<hr/>
TOTAL ASSETS	\$256,492,544.31	\$187,489.30
	<hr/>	<hr/>
LIABILITIES AND FUND BALANCES		
LIABILITIES		
Accounts payable	\$26,626,640.46	\$37,005.53
Due to State - ICF Supplemental Services	52,522.57	
Loans payable	0.00	
Cash advance	228,773,428.74	
Unemployment insurance	836,931.51	
	<hr/>	<hr/>
Total liabilities	256,289,523.28	37,005.53
	<hr/>	<hr/>
FUND BALANCES		
General		
Donations	203,021.03	
Custodial		150,483.77
	<hr/>	<hr/>
TOTAL LIABILITIES AND FUND BALANCES	\$256,492,544.31	\$187,489.30
	<hr/>	<hr/>

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

Beginning Balance		\$203,521.03
Donations	\$0.00	
Loan Payments	0.00	
Interest	0.00	
Disbursements:		
Security Deposit	<u>-500.00</u>	.
Net Increase (Decrease)		<u>-500.00</u>
Ending Balance		<u><u>\$203,021.03</u></u>



REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

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ACTION   X    
ACTION/CONSENT             
DISCUSSION             
INFO ONLY           

---

DATE: September 1, 2022

TO: Board of Directors

FROM: Budget and Finance Committee

SUBJECT: **Approval of Budget Amendment D-1, Fiscal Year 2022-23**

BACKGROUND:

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

REASON FOR CURRENT ITEM:

The Department of Developmental Services has informed regional centers that they will send the D-1 allocation numbers in September.

FISCAL IMPACT:

Unknown at this time. For reference, the planning allocation for 2021-22 was:

Operations .....	\$9,722,895
Purchase of Services .....	\$129,431,052
Total .....	\$139,153,947

RECOMMENDATION:

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

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

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

DATE: September 1, 2022

TO: Board of Directors

FROM: Budget and Finance Committee

SUBJECT: **Approval of CalPERS Requirement for a Publicly Available Pay Schedule Effective September 6, 2022**

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 2, 2022.

REASON FOR CURRENT ITEM:

The following two titles were added: Fair Hearings and Mediations Assistant Manager, and Quality Assurance Supervisor. No titles were removed.

FISCAL IMPACT:

The positions of Fair Hearing and Mediations Assistant Manager, and Quality Assurance Supervisor are promotional opportunities.

The two promotions will be approximately .....\$15,000 plus benefits

RECOMMENDATION:

That the Board approve the salary schedule for RCOC's employees effective September 6, 2022.

Agenda Item III.D.-.2.e.

		Minimum	Midpoint	Maximum
EXECUTIVE DIRECTOR	HR	<b>101.00</b>	<b>112.55</b>	<b>124.09</b>
	BW	8,080.18	9,003.72	9,927.26
	MO	17,507.05	19,508.06	21,509.07
	YR	210,084.64	234,096.74	258,108.83
MEDICAL DIRECTOR	HR	<b>70.06</b>	<b>90.21</b>	<b>110.36</b>
PHYSICIAN	BW	5,604.95	7,216.78	8,828.62
	MO	12,144.06	15,636.36	19,128.67
	YR	145,728.68	187,636.36	229,544.03
CHIEF FINANCIAL OFFICER	HR	<b>70.06</b>	<b>85.81</b>	<b>101.56</b>
GENERAL COUNSEL	BW	5,604.95	6,865.04	8,125.13
	MO	12,144.06	14,874.25	17,604.44
	YR	145,728.68	178,491.00	211,253.32
CONSULTING PHARMACIST	HR	<b>59.55</b>	<b>70.15</b>	<b>80.74</b>
DIRECTOR: Case Management, Community	BW	4,764.06	5,611.82	6,459.58
Services, Clinical, Finance, HR, IT	MO	10,322.14	12,158.95	13,995.76
Services and Supports	YR	123,865.66	145,907.39	167,949.12
MANAGER, AREA	HR	<b>44.65</b>	<b>52.05</b>	<b>59.45</b>
ASSOCIATE DIRECTOR: Finance, Housing,	BW	3,572.18	4,163.97	4,755.76
IT, Risk Management	MO	7,739.72	9,021.93	10,304.14
	YR	92,876.69	108,263.18	123,649.67
MANAGER: Nursing	HR	<b>41.57</b>	<b>48.97</b>	<b>56.36</b>
PSYCHOLOGIST,	BW	3,325.45	3,917.20	4,508.96
THERAPIST: Occupational, Physical	MO	7,205.14	8,487.27	9,769.41
Speech	YR	86,461.65	101,847.29	117,232.93
CHIEF COUNSELOR, CONTROLLER	HR	<b>36.16</b>	<b>42.02</b>	<b>47.87</b>
ADMINISTRATOR, MANAGER:	BW	2,893.14	3,361.25	3,829.35
Custodian of Records, Employment, Fair	MO	6,268.46	7,282.70	8,296.93
HR, Risk, Safety Net and Resource Development	YR	75,221.55	87,392.37	99,563.19
CLERK TO THE BOARD, NURSE CONSULT.	HR	<b>37.64</b>	<b>42.28</b>	<b>46.93</b>
MANAGER: Family Support/Comm. Outreach	BW	3,011.31	3,382.69	3,754.07
COORDINATOR: PCT, Self-Determination	MO	6,524.49	7,329.15	8,133.82
SPECIALIST: Federal Programs and Benefits	YR	78,293.93	87,949.86	97,605.78
BCBA Masters	HR	<b>35.60</b>	<b>40.01</b>	<b>44.41</b>
	BW	2,848.28	3,200.67	3,553.07
	MO	6,171.27	6,934.79	7,698.32
	YR	74,055.25	83,217.52	92,379.78
AREA and QA SUPERVISOR, RESOURCE	HR	<b>30.00</b>	<b>37.78</b>	<b>45.57</b>
GROUP LEADER, TRAINING	BW	2,400.00	3,022.61	3,645.23
PROGRAMMER ANALYST, MANAGER	MO	5,200.00	6,549.00	7,898.00
Accounting and IT, ASST. MAN. Fair Hearings	YR	62,400.00	78,587.98	94,775.97
COORDINATOR: Lead Service	HR	<b>30.00</b>	<b>37.45</b>	<b>42.66</b>
Federal Programs and Benefits	BW	2,400.00	2,996.20	3,412.41
Deaf and Hard of Hearing Coordinator	MO	5,200.00	6,491.78	7,393.55
	YR	62,400.00	77,901.32	88,722.64
SERVICE COORDINATOR, HCBS COOR.	HR	<b>30.00</b>	<b>34.84</b>	<b>39.68</b>
ACCOUNTANT, ACCOUNTING SUP.	BW	2,400.00	2,787.17	3,174.33
CULTURAL SPECIALIST/COMM. OUT.	MO	5,200.00	6,038.86	6,877.72
EXECUTIVE LIAISON; HR SPECIALIST	YR	62,400.00	72,466.35	82,532.69
ASSOCIATE PROGRAMMER ANALYST	HR	<b>25.02</b>	<b>30.16</b>	<b>35.29</b>
COORDINATOR:	BW	2,001.94	2,412.53	2,823.12
Emergency, IT, Quality Assurance, Systems	MO	4,337.53	5,227.15	6,116.77
	YR	52,050.40	62,725.81	73,401.22
COORDINATOR: Fiscal, SIR, Vendor	HR	<b>23.94</b>	<b>26.48</b>	<b>29.03</b>
SPECIALIST: HRG, Intake	BW	1,915.44	2,118.72	2,322.01
Community Navigator	MO	4,150.11	4,590.57	5,031.03
	YR	49,801.32	55,086.84	60,372.37
COORDINATOR: Community Resources,	HR	<b>22.28</b>	<b>24.15</b>	<b>26.03</b>
Fair Hearing, Imaging, Operations, Payables	BW	1,782.14	1,932.15	2,082.17
Support Services	MO	3,861.30	4,186.33	4,511.36
SPECIALIST: IT	YR	46,335.62	50,235.99	54,136.35
TECHNICIAN: Accounting, Area, IT, Intake	HR	<b>18.34</b>	<b>20.97</b>	<b>23.61</b>
Scanning, Technical Assistant, Receptionist	BW	1,466.82	1,677.91	1,889.00
Account Clerk	MO	3,178.11	3,635.47	4,092.82
	YR	38,137.30	43,625.60	49,113.90
PEER ADVOCATE	HR	<b>15.00</b>	<b>15.54</b>	<b>16.07</b>
Office Aide	BW	1,200.00	1,242.84	1,285.68
	MO	2,600.00	2,692.82	2,785.64
	YR	31,200.00	32,313.84	33,427.68

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: September 1, 2022

TO: RCOC Board of Directors

FROM: Larry Landauer, Executive Director

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: **Approval of Property Acquisition Agreements with Non-Profit Housing Corporation, Brilliant Corners, for Development of one Community Crisis Home and one Specialized Residential Facility (CRDP Nos. 2223-1, 2223-2)**

BACKGROUND:

The Department of Developmental Services (DDS) has made a special allocation to RCOC's Community Resource Development Plan (CRDP) for the development of one Community Crisis Home (CCH) and one Specialized Residential Facility (SRF). 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. A non-profit corporation receives CRDP start-up funds to acquire and renovate a property; the non-profit corporation then leases the property to a service provider.

REASON FOR CURRENT ITEM:

DDS has allocated \$400,000 in CRDP start-up funding for the acquisition of one property to serve as a CCH, and \$400,000 in CRDP start-up funding for the acquisition of one property to serve as a SRF. In July 2022, RCOC posted a Request for Proposals (RFP) for a non-profit housing corporation; Brilliant Corners was the only applicant. Based on Brilliant Corners' proposal and interview, as well as RCOC's experience with Brilliant Corners developing homes for individuals moving into the community from Fairview Developmental Center, the RFP Review Committee recommends approval of the Property Acquisition Agreements with Brilliant Corners for the development of one CCH and one SRF.

FISCAL IMPACT:

DDS has approved \$800,000 (\$400,000 per property) in CRDP start-up funds for the restricted use as defined above.

RECOMMENDATION:

That the Board approve the Property Acquisition Agreements when presented.

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

This **AGREEMENT** ("Agreement") is entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2022 ("Date of Agreement"), by and between the **REGIONAL CENTER OF ORANGE COUNTY**, a California non-profit corporation located at 1525 N. Tustin Avenue, Santa Ana, California, hereinafter referred to as "RCOC," and **BRILLIANT CORNERS**, a California non-profit corporation located at 1390 Market Street Suite 405, San Francisco, California, hereinafter referred to as "NPO". This Agreement shall be administered by the Associate Director of Housing for RCOC or his/her designee (hereinafter referred to as the "Project Manager").

**RECITALS**

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

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

C. WHEREAS, NPO desires to acquire property to be used for the development of a Community Crisis Home (CCH) to serve regional center persons served; and

D. WHEREAS, DDS has approved the expenditure of up to Four Hundred Thousand Dollars (\$400,000) for RCOC to contract with the NPO to acquire property to be leased to a third-party service provider to operate a CCH;

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

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

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

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

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

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

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

6. **GENERAL INDEMNIFICATION.**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

(3) Admitted in the State of California.

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

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

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

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

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

(1) The coverage shall include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

iii. Immediately and without further cause terminate this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. CRDP Funds will be distributed as follows:

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

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

c. Funding Contingent Upon Appropriation. Notwithstanding anything in this Agreement to the contrary, the validity of this Agreement (including RCOC's obligation to remit payments to NPO 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 the CCH 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 a CCH; or (2) DDS allocates 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 CCH. 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, RCOC shall have the right, 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 NPO or to furnish any other considerations under this Agreement and (2) neither party shall be obligated to further perform any provisions of this Agreement.

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

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

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

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

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

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

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

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

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

12. **LEASE RATE.**

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

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

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

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

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

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

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

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

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

17. **RECORDS.**

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

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

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



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

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

## 18. **NOTICES.**

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

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

**NPO:** Brilliant Corners  
527 W. 7th St., Floor 11  
Los Angeles, CA 90014

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

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

## 19. **TERM AND TERMINATION.**

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

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

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

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

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

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

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

## 22. **GENERAL TERMS AND CONDITIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

m. Confidentiality of Records. The NPO shall maintain confidentiality of records in accordance with the law, including the provisions of Welfare and Institutions Code §§4514, 5328, and 14100.2. The NPO and all employees shall respect the confidentiality of all client information they receive.

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

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

**REGIONAL CENTER OF ORANGE COUNTY**

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

**BRILLIANT CORNERS**

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Name/Title:\_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF WORK**

Brilliant Corners ("NPO") shall identify and acquire through purchase one (1) single family residence ("Property") to be leased to a third-party service provider selected by RCOC ("Service Provider") and used in perpetuity as a CCH. CCH shall mean a Community Crisis Home meeting the requirements set forth in Welfare and Institutions Code Sections 4698 - 4698.1.

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

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

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

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

**EXHIBIT “B”**  
**HOUSING GUIDELINES**

**AGREEMENT**  
**BY AND BETWEEN**  
**REGIONAL CENTER OF ORANGE COUNTY**  
**AND**  
**BRILLIANT CORNERS**  
**FOR ACQUISITION OF HOUSING**  
**RCOC CRDP PROJECT NO. 2223-2**

This **AGREEMENT** ("Agreement") is entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2022 ("Date of Agreement"), by and between the **REGIONAL CENTER OF ORANGE COUNTY**, a California non-profit corporation located at 1525 N. Tustin Avenue, Santa Ana, California, hereinafter referred to as "RCOC," and **BRILLIANT CORNERS**, a California non-profit corporation located at 1390 Market Street Suite 405, San Francisco, California, hereinafter referred to as "NPO". This Agreement shall be administered by the Associate Director of Housing for RCOC or his/her designee (hereinafter referred to as the "Project Manager").

**RECITALS**

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

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

C. WHEREAS, NPO desires to acquire property to be used for the development of a Specialized Residential Facility (SRF) to serve regional center persons served; and

D. WHEREAS, DDS has approved the expenditure of up to Four Hundred Thousand Dollars (\$400,000) for RCOC to contract with the NPO to acquire property to be leased to a third-party service provider to operate a SRF;

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

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

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

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

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

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

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

6. **GENERAL INDEMNIFICATION.**

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Admitted in the State of California.

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

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

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

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

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

(1) The coverage shall include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

iii. Immediately and without further cause terminate this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. CRDP Funds will be distributed as follows:

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

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

c. Funding Contingent Upon Appropriation. Notwithstanding anything in this Agreement to the contrary, the validity of this Agreement (including RCOC's obligation to remit payments to NPO 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 the SRF 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 a SRF; or (2) DDS allocates 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 SRF. 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, RCOC shall have the right, 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 NPO or to furnish any other considerations under this Agreement and (2) neither party shall be obligated to further perform any provisions of this Agreement.

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

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

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

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

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

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

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

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

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

12. **LEASE RATE.**

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

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

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

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



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

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

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

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

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

17. **RECORDS.**

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

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

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

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

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

## 18. **NOTICES.**

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

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

**NPO:** Brilliant Corners  
527 W. 7th St., Floor 11  
Los Angeles, CA 90014

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

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

## 19. **TERM AND TERMINATION.**

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

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

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

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

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

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

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

## 22. **GENERAL TERMS AND CONDITIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

m. Confidentiality of Records. The NPO shall maintain confidentiality of records in accordance with the law, including the provisions of Welfare and Institutions Code §§4514, 5328, and 14100.2. The NPO and all employees shall respect the confidentiality of all client information they receive.

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

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

**REGIONAL CENTER OF ORANGE COUNTY**

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

**BRILLIANT CORNERS**

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Name/Title:\_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF WORK**

Brilliant Corners ("NPO") shall identify and acquire through purchase one (1) single family residence ("Property") to be leased to a third-party service provider selected by RCOC ("Service Provider") and used in perpetuity as a SRF. SRF shall mean a Specialized Residential Facility meeting the requirements of Miscellaneous Service Code 113 assigned by DDS pursuant to Title 17, California Code of Regulations ("Title 17"), section 54356 and described as follows:

*"113--DSS Licensed - Specialized Residential Facility (Habilitation)"*

*SERVICE DESCRIPTION: A regional center shall classify a vendor as a DSS Licensed-Specialized Residential Facility provider if the vendor operates a residential care facility licensed by the Department of Social Services (DSS) for individuals with developmental disabilities who require 24 hour care and supervision and whose needs cannot be appropriately met within the array of other community living options available.*

*Primary services provided by a DSS Licensed-Specialized Residential Facility may include personal care and supervision services, homemaker, chore, attendant care, companion services, medication oversight (to the extent permitted under State law) and therapeutic social and recreational programming, provided in a home-like environment. Incidental services provided by a DSS Licensed-Specialized Residential Facility may include home health care, physical therapy, occupational therapy, speech therapy, medication administration, intermittent skilled nursing services, and/or transportation, as specified in the IPP. This vendor type provides 24 hour on-site response staff to meet scheduled or unpredictable needs in a way that promotes maximum dignity and independence, and the provision of supervision and direct care support to ensure the consumers' health, safety and well-being. Other individuals or agencies may also furnish care directly, or under arrangement with the DSS Licensed-Specialized Residential Facility, but the care provided by these other entities must supplement the care provided by the DSS Licensed-Specialized Residential Facility and does not supplant it.*

*Regional Center monitoring of the DSS Licensed-Specialized Residential Facility shall be in accordance with the applicable state laws and licensing regulations, including Title 17, and the regional center admission agreement. Payment for services in a DSS Licensed-Specialized Residential Facility must be made pursuant to Title 17, Section 56919 (a), after the regional center obtains approval from the Department for payment of the prevailing rate or, pursuant to Welfare & Institutions Code, Section 4648 (a)(4), the regional center may contract for the provision of services and supports for a period of up to three years, subject to the availability of funds."*

The Property shall be located in a residential neighborhood that is deemed to be safe, within close proximity to necessary services and supports, transportation, employment, and recreational activities. NPO shall renovate the home as necessary to meet all statutory or regulatory requirements for the Property to be utilized as a SRF, as well as to meet the unique needs of the regional center persons served that will reside there. Selection of the Property shall be subject to

the approval of RCOC. Upon RCOC approval of the Property, NPO shall complete the steps to purchase the Property as set forth below. Acquisition of the Property shall be completed no later than one hundred twenty (120) days from the Date of Agreement.

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

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

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

**EXHIBIT “B”**  
**HOUSING GUIDELINES**



REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: September 1, 2022

TO: RCOC Board of Directors

FROM: Larry Landauer, Executive Director

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: **Approval of Property Renovation Agreements with Non-Profit Housing Corporation, Brilliant Corners, for Development of one Community Crisis Home and one Specialized Residential Facility (CRDP No. 2223-01, 2223-02)**

BACKGROUND:

The Department of Developmental Services (DDS) has made a special allocation to RCOC's Community Resource Development Plan (CRDP) for the development of one Community Crisis Home (CCH) and one Specialized Residential Facility (SRF). 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. A non-profit corporation receives CRDP start-up funds to acquire and renovate a property; the non-profit corporation then leases the property to a service provider.

REASON FOR CURRENT ITEM:

DDS has allocated \$500,000 in CRDP start-up funding for the renovation of one property to serve as a CCH, and \$450,000 in CRDP start-up funding for the renovation of one property to serve as a SRF. In July 2022, RCOC posted a Request for Proposals (RFP) for a non-profit housing corporation; Brilliant Corners was the only applicant. Based on Brilliant Corners' proposal and interview, as well as RCOC's experience with Brilliant Corners developing homes for individuals moving into the community from Fairview Developmental Center, the RFP Review Committee recommends approval of the Property Renovation Agreements with Brilliant Corners for the development of one CCH and one SRF.

FISCAL IMPACT:

DDS has approved \$950,000 (\$500,000 for one CCH and \$450,000 for one SRF) in CRDP start-up funds for the restricted use as defined above.

RECOMMENDATION:

That the Board approve the Property Renovation Agreements when presented.

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

This **AGREEMENT** ("Agreement") is entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2022 ("Date of Agreement"), by and between the **REGIONAL CENTER OF ORANGE COUNTY**, a California non-profit corporation located at 1525 N. Tustin Avenue, Santa Ana, California, hereinafter referred to as "RCOC," and **BRILLIANT CORNERS**, a California non-profit corporation located at 1390 Market Street Suite 405, San Francisco, California, hereinafter referred to as "NPO". This Agreement shall be administered by the Associate Director of Housing for RCOC or his/her authorized designee (hereinafter referred to as the "Project Manager").

**RECITALS**

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

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

C. WHEREAS, NPO desires to acquire and renovate property to be used for the development of a Community Crisis Home ("CCH") to serve regional center Persons Served; and

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

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

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

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

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

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

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

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

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

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

**6. GENERAL INDEMNIFICATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Admitted in the State of California.

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

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

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

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

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

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

(1) The coverage shall include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

iii. Immediately and without further cause terminate this Agreement.

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



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

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

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

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

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

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

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

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

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

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

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

9. **MAXIMUM PAYMENT OBLIGATION.** The "Maximum Payment Obligation" of RCOC to NPO under this Agreement shall be Five Hundred Thousand Dollars (\$500,000) ("CRDP Funds").

a. The Maximum Payment Obligation shall apply to all Work. It is anticipated that the costs associated with completion of the Work may exceed the Maximum Payment Obligation, and NPO shall be solely responsible for the payment of said additional costs. If it is determined that the costs associated with the Work is less than \$500,000, the Maximum Payment Obligation shall be deemed to be that lower amount. In the event that the Maximum Payment Obligation is less than \$500,000, RCOC shall retain the remaining CRDP Funds to be returned to DDS.

b. Funding Contingent Upon Appropriation. Notwithstanding anything in this Agreement to the contrary, the validity of this Agreement (including RCOC's obligation to remit payments to NPO) 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 the CCH 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 a CCH; or (2) DDS allocates 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 CCH. 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, RCOC shall have the right, 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 NPO or to furnish any other considerations under this Agreement and (2) neither party shall be obligated to further perform any provisions of this Agreement. In the event RCOC exercises the Funding Contingency, RCOC agrees to use best efforts to negotiate a workout for the Property.

10. **RENOVATION WORK.**

a. Development/Improvements. NPO may not make any improvements, alterations, additions or changes (collectively, the "Improvements") to the Property without first procuring the prior written consent of RCOC, which consent shall be requested by NPO prior to

the commencement of the Work, and which consent shall not be unreasonably withheld by RCOC; provided, however, it shall be deemed reasonable for RCOC to withhold its consent to any Improvements which adversely affect (i) the structural portions or the systems or equipment of the Property, (ii) the exterior appearance of the Property or (iii) the ability of RCOC's Persons Served to use the Property. Notwithstanding the foregoing, NPO shall be permitted to make Improvements without RCOC's prior consent, to the extent that such Improvements are (a) decorative only, or relate to the normal repair and maintenance of the Property (e.g., the installation of carpeting, the painting of the walls of the Property, or the basic plumbing, mechanical, HVAC and electrical work); or (b) reasonably related to the existence of an emergency to the extent necessary to maintain the value of the Property and/or the ability to safely permit the continued occupancy thereof by RCOC's Persons Served. Except to the extent permitted by DDS' Letter of Conditional Approval (as defined by the CPP Guidelines), RCOC shall have no obligation to pay for the cost of any of the Improvements performed at the Property.

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

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

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

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

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

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

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

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

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

k. NPO’ Delivery of Proof of Expenditures; NPO’ Return of Unused Funds. Upon NPO’ completion of the Improvements at a Property, NPO shall provide to RCOC invoices and other evidences of NPO’ costs for such work, including evidence of payment to third parties, and NPO hereby authorizes RCOC to audit NPO’ books and records for such purpose. To the

extent NPO receives funds before it incurs renovation costs, it is possible that funds disbursed by RCOC may exceed the total amount of funds necessary to complete the renovation work. If that occurs, NPO shall promptly return the excess funds to RCOC.

l. RCOC's Option to Deliver CRDP Funds to Third Parties. If a third party has recorded a lien or threatened to record a lien against a Property as a result of nonpayment for their services, equipment or materials, or if RCOC otherwise reasonably believes that NPO may be in breach of contract with any third party, then RCOC may elect to disburse certain CRDP Funds directly to such third parties for NPO's benefit, rather than to NPO directly.

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

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

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

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

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

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

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

c. Third Milestone: NPO's written certification to RCOC that the city or county inspector has approved the rough framing, electrical and plumbing work at the Property, along

with NPO's delivery to RCOC of evidence of such approval (such as a signed inspection card from the inspector) (collectively, the "Inspector's Approval"), or RCOC's receipt and approval of any alternative written certification from NPO that RCOC concludes is functionally equivalent to the Inspector's Approval.

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

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

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

e. Deadline to Expend Funds. Notwithstanding anything in this Agreement to the contrary, the deadline for RCOC to disburse renovation funds to NPO is June 30, 2022, and NPO must therefore complete all renovations prior to such date, unless directed otherwise in writing by RCOC. All of RCOC's disbursements are conditioned upon NPO's compliance with the project milestones for the Property by such deadline; provided, however, the deadline for NPO to satisfy the Second Milestone for the Property shall be the earlier of the above deadline date or the 90<sup>th</sup> day after NPO purchases the Property.

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

a. If NPO ceases to lease the Property for use as a CCH or if the Property is determined not to meet all statutory and regulatory requirements to be utilized as a CCH in accordance with the terms of this Agreement at any time up to twenty (20) years after the Property is acquired, then

NPO shall immediately repay RCOC one hundred percent (100%) of all CRDP Funds paid by RCOC pursuant to this Agreement.

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

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

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

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

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

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

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

documents in subsections (a) through (e) above may be recorded subordinate only to a DDS approved Senior Lender Deed of Trust.

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

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

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

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

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

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

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



ownership, or any lesser sum; the amount so approved by RCOC is the “Agreed Rent”; (3) NPO shall have the right to approve RCOC’s determination of the Agreed Rent; and (4) if NPO informs RCOC in writing that NPO does not agree with the amount of the Agreed Rent within 10 days after RCOC notifies NPO of the determination of the Agreed Rent, then such Property shall not be subject to this Agreement or entitled to any CRDP Funds.

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

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

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

(3) Change of Agreed Rent Due to Changes in Operating, Maintenance and/or Repair Costs. Notwithstanding the provisions in Section 13(e)(ii), at NPO’s request the parties shall meet (but not more often than every 12 months) to discuss whether to increase the Agreed Rent to the extent NPO’s net operating, maintenance and/or repair costs have increased during such previous 12-month period (after taking into account any additional funds NPO has received from RCOC, the Service Provider or any third party during such time period to

compensate NPO for any changes in such costs). As a result of such meeting, the parties may mutually agree to increase the Agreed Rent to a new fixed monthly amount to reasonably account for such net cost increases; *provided, however*, (i) RCOC may consent or withhold its consent to any increase in Agreed Rent at RCOC's sole and absolute discretion; and (ii) RCOC may condition its agreement to increase the Agreed Rent on DDS's approval of such rent increase.

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

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

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

rights to a new Service Provider tenant, then NPO shall promptly take the necessary action to accomplish the same in accordance with RCOC's instructions.

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

i. The Reserve Account.

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

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

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

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

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

14. **PROPERTY TAX EXEMPTION.** In the event that the third-party service provider selected by RCOC is a 501(c)(3) non-profit organization, NPO shall file a property tax exemption application as early as possible after the NPO purchases the Property and has signed a lease with the third-party service provider, but no later than the first day the first regional center Person Served occupies the Property. If the Property is exempt (or intended to be exempt) from real property taxes, NPO shall (a) insure all assessments are timely paid; and (b) take all necessary actions within its control to insure the Property's tax exempt status is not lost. If the Property is not exempt from real property taxes, NPO shall insure all property taxes and assessments are timely paid.

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

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

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

- a. Pay or discharge the same; or

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

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

#### 17. **RECORDS.**

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

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

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

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

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

NPO shall ensure its staff has knowledge of the signs of abuse and neglect, the process for reporting suspected abuse or neglect, and the consequences of failing to follow the law or adhere to RCOC's Zero Tolerance Policy. NPO's failure to comply with the policy and the abuse/neglect reporting laws is considered a material breach of this Agreement.

## 19. NOTICES.

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

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

**NPO:** Brilliant Corners  
527 W. 7th St., Floor 11  
Los Angeles, CA 90014

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

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

## 20. TERM AND TERMINATION.

a. Term of Agreement. The term of this Agreement shall commence on Date of the Agreement provided above and shall terminate two (2) years therefrom, unless earlier terminated pursuant to the provisions of this Section 20 of this Agreement.

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

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

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

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

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

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

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

24. **GENERAL TERMS AND CONDITIONS.**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**REGIONAL CENTER OF ORANGE COUNTY**

---

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

**BRILLIANT CORNERS**

---

Name/Title:\_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF WORK**

Brilliant Corners ("NPO") shall renovate and maintain one (1) single family residence ("Property") acquired pursuant to the Acquisition Agreement to be leased to a third-party service provider selected by RCOC ("Service Provider") and used in perpetuity as an CCH. CCH shall mean a Community Crisis Home meeting the requirements set forth in Welfare and Institutions Code Sections 4698 - 4698.1.

NPO shall renovate the home as necessary to meet all statutory and regulatory requirements for the Property to be utilized as a CCH, as well as to meet the unique needs of the identified regional center Persons Served that will reside there. NPO shall only be reimbursed for eligible renovation costs, as set forth in Section VII.B. of Exhibit "B", unless otherwise approved in advance by RCOC. NPO shall take all actions reasonably within its control to have the Property ready for occupancy by Persons Served no later than six (6) months from the date of close of escrow.

**EXHIBIT “B”**  
**COMMUNITY PLACEMENT PLAN HOUSING GUIDELINES**

**EXHIBIT C**  
**FORM OF CERTIFICATE OF ACCEPTANCE**

## CERTIFICATE OF ACCEPTANCE

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

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

The date of inspection of the Premises by the Parties was: \_\_\_\_\_.

The Commencement Date is: \_\_\_\_\_.

The Rent Reduction Period commences as of: \_\_\_\_\_.

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

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

AGREED AND ACCEPTED BY:

**LANDLORD:**

BRILLIANT CORNERS, a California  
nonprofit public benefit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**TENANT:**

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT D**  
**ADDENDUM TO LEASE**



## **ADDENDUM TO LEASE**

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

The parties further agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 6. Assignment, Subletting and Lease Modifications

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

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

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

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

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

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

10. Changes in Rent.

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

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

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

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

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

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

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

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

**"Landlord"**

**"Tenant"**

**BRILLIANT CORNERS,**  
a California nonprofit corporation

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
William F. Pickel, Executive Director

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

**AGREEMENT**  
**BY AND BETWEEN**  
**REGIONAL CENTER OF ORANGE COUNTY**  
**AND**  
**BRILLIANT CORNERS**  
**FOR DEVELOPMENT OF HOUSING**  
**RCOC CRDP PROJECT NO. 2223-2**

This **AGREEMENT** ("Agreement") is entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2022 ("Date of Agreement"), by and between the **REGIONAL CENTER OF ORANGE COUNTY**, a California non-profit corporation located at 1525 N. Tustin Avenue, Santa Ana, California, hereinafter referred to as "RCOC," and **BRILLIANT CORNERS**, a California non-profit corporation located at 1390 Market Street Suite 405, San Francisco, California, hereinafter referred to as "NPO". This Agreement shall be administered by the Associate Director of Housing for RCOC or his/her authorized designee (hereinafter referred to as the "Project Manager").

**RECITALS**

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

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

C. WHEREAS, NPO desires to acquire and renovate property to be used for the development of a Specialized Residential Facility ("SRF") to serve regional center Persons Served; and

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

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

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

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

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

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

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

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

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



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

**6. GENERAL INDEMNIFICATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Admitted in the State of California.

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

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

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

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

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

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

(1) The coverage shall include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

iii. Immediately and without further cause terminate this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

9. **MAXIMUM PAYMENT OBLIGATION.** The “Maximum Payment Obligation” of RCOC to NPO under this Agreement shall be Four Hundred Fifty Thousand Dollars (\$450,000) (“CRDP Funds”).

a. The Maximum Payment Obligation shall apply to all Work. It is anticipated that the costs associated with completion of the Work may exceed the Maximum Payment Obligation, and NPO shall be solely responsible for the payment of said additional costs. If it is determined that the costs associated with the Work is less than \$450,000, the Maximum Payment Obligation shall be deemed to be that lower amount. In the event that the Maximum Payment Obligation is less than \$450,000, RCOC shall retain the remaining CRDP Funds to be returned to DDS.

b. Funding Contingent Upon Appropriation. Notwithstanding anything in this Agreement to the contrary, the validity of this Agreement (including RCOC's obligation to remit payments to NPO) 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 the SRF 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 a SRF; or (2) DDS allocates 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 SRF. 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, RCOC shall have the right, 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 NPO or to furnish any other considerations under this Agreement and (2) neither party shall be obligated to further perform any provisions of this Agreement. In the event RCOC exercises the Funding Contingency, RCOC agrees to use best efforts to negotiate a workout for the Property.

10. **RENOVATION WORK.**

a. Development/Improvements. NPO may not make any improvements, alterations, additions or changes (collectively, the "Improvements") to the Property without first procuring the prior written consent of RCOC, which consent shall be requested by NPO prior to

the commencement of the Work, and which consent shall not be unreasonably withheld by RCOC; provided, however, it shall be deemed reasonable for RCOC to withhold its consent to any Improvements which adversely affect (i) the structural portions or the systems or equipment of the Property, (ii) the exterior appearance of the Property or (iii) the ability of RCOC's Persons Served to use the Property. Notwithstanding the foregoing, NPO shall be permitted to make Improvements without RCOC's prior consent, to the extent that such Improvements are (a) decorative only, or relate to the normal repair and maintenance of the Property (e.g., the installation of carpeting, the painting of the walls of the Property, or the basic plumbing, mechanical, HVAC and electrical work); or (b) reasonably related to the existence of an emergency to the extent necessary to maintain the value of the Property and/or the ability to safely permit the continued occupancy thereof by RCOC's Persons Served. Except to the extent permitted by DDS' Letter of Conditional Approval (as defined by the CPP Guidelines), RCOC shall have no obligation to pay for the cost of any of the Improvements performed at the Property.

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

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

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

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

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

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

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

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

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

k. NPO’ Delivery of Proof of Expenditures; NPO’ Return of Unused Funds. Upon NPO’ completion of the Improvements at a Property, NPO shall provide to RCOC invoices and other evidences of NPO’ costs for such work, including evidence of payment to third parties, and NPO hereby authorizes RCOC to audit NPO’ books and records for such purpose. To the



extent NPO receives funds before it incurs renovation costs, it is possible that funds disbursed by RCOC may exceed the total amount of funds necessary to complete the renovation work. If that occurs, NPO shall promptly return the excess funds to RCOC.

l. RCOC's Option to Deliver CRDP Funds to Third Parties. If a third party has recorded a lien or threatened to record a lien against a Property as a result of nonpayment for their services, equipment or materials, or if RCOC otherwise reasonably believes that NPO may be in breach of contract with any third party, then RCOC may elect to disburse certain CRDP Funds directly to such third parties for NPO's benefit, rather than to NPO directly.

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

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

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

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

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

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

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

c. Third Milestone: NPO's written certification to RCOC that the city or county inspector has approved the rough framing, electrical and plumbing work at the Property, along

with NPO's delivery to RCOC of evidence of such approval (such as a signed inspection card from the inspector) (collectively, the "Inspector's Approval"), or RCOC's receipt and approval of any alternative written certification from NPO that RCOC concludes is functionally equivalent to the Inspector's Approval.

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

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

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

e. Deadline to Expend Funds. Notwithstanding anything in this Agreement to the contrary, the deadline for RCOC to disburse renovation funds to NPO is June 30, 2022, and NPO must therefore complete all renovations prior to such date, unless directed otherwise in writing by RCOC. All of RCOC's disbursements are conditioned upon NPO's compliance with the project milestones for the Property by such deadline; provided, however, the deadline for NPO to satisfy the Second Milestone for the Property shall be the earlier of the above deadline date or the 90<sup>th</sup> day after NPO purchases the Property.

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

a. If NPO ceases to lease the Property for use as a SRF or if the Property is determined not to meet all statutory and regulatory requirements to be utilized as a SRF in accordance with the terms of this Agreement at any time up to twenty (20) years after the Property is acquired, then

NPO shall immediately repay RCOC one hundred percent (100%) of all CRDP Funds paid by RCOC pursuant to this Agreement.

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

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

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

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

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

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

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

documents in subsections (a) through (e) above may be recorded subordinate only to a DDS approved Senior Lender Deed of Trust.

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

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

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

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

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

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

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

ownership, or any lesser sum; the amount so approved by RCOC is the “Agreed Rent”; (3) NPO shall have the right to approve RCOC’s determination of the Agreed Rent; and (4) if NPO informs RCOC in writing that NPO does not agree with the amount of the Agreed Rent within 10 days after RCOC notifies NPO of the determination of the Agreed Rent, then such Property shall not be subject to this Agreement or entitled to any CRDP Funds.

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

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

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

(3) Change of Agreed Rent Due to Changes in Operating, Maintenance and/or Repair Costs. Notwithstanding the provisions in Section 13(e)(ii), at NPO’s request the parties shall meet (but not more often than every 12 months) to discuss whether to increase the Agreed Rent to the extent NPO’s net operating, maintenance and/or repair costs have increased during such previous 12-month period (after taking into account any additional funds NPO has received from RCOC, the Service Provider or any third party during such time period to

compensate NPO for any changes in such costs). As a result of such meeting, the parties may mutually agree to increase the Agreed Rent to a new fixed monthly amount to reasonably account for such net cost increases; *provided, however*, (i) RCOC may consent or withhold its consent to any increase in Agreed Rent at RCOC's sole and absolute discretion; and (ii) RCOC may condition its agreement to increase the Agreed Rent on DDS's approval of such rent increase.

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

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

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

rights to a new Service Provider tenant, then NPO shall promptly take the necessary action to accomplish the same in accordance with RCOC's instructions.

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

i. The Reserve Account.

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

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

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

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

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

14. **PROPERTY TAX EXEMPTION.** In the event that the third-party service provider selected by RCOC is a 501(c)(3) non-profit organization, NPO shall file a property tax exemption application as early as possible after the NPO purchases the Property and has signed a lease with the third-party service provider, but no later than the first day the first regional center Person Served occupies the Property. If the Property is exempt (or intended to be exempt) from real property taxes, NPO shall (a) insure all assessments are timely paid; and (b) take all necessary actions within its control to insure the Property's tax exempt status is not lost. If the Property is not exempt from real property taxes, NPO shall insure all property taxes and assessments are timely paid.

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

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

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

- a. Pay or discharge the same; or



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

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

**17. RECORDS.**

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

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

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

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

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

NPO shall ensure its staff has knowledge of the signs of abuse and neglect, the process for reporting suspected abuse or neglect, and the consequences of failing to follow the law or adhere to RCOC's Zero Tolerance Policy. NPO's failure to comply with the policy and the abuse/neglect reporting laws is considered a material breach of this Agreement.

## 19. NOTICES.

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

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

**NPO:** Brilliant Corners  
527 W. 7th St., Floor 11  
Los Angeles, CA 90014

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

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

## 20. TERM AND TERMINATION.

a. Term of Agreement. The term of this Agreement shall commence on Date of the Agreement provided above and shall terminate two (2) years therefrom, unless earlier terminated pursuant to the provisions of this Section 20 of this Agreement.

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

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

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

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

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

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

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

24. **GENERAL TERMS AND CONDITIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**REGIONAL CENTER OF ORANGE COUNTY**

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

**BRILLIANT CORNERS**

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Name/Title:\_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF WORK**

Brilliant Corners ("NPO") shall renovate and maintain one (1) single family residence ("Property") acquired pursuant to the Acquisition Agreement to be leased to a third-party service provider selected by RCOC ("Service Provider") and used in perpetuity as an SRF. SRF shall mean a Specialized Residential Facility meeting the requirements of Miscellaneous Service Code 113 assigned by DDS pursuant to Title 17, California Code of Regulations ("Title 17"), section 54356 and described as follows:

*"113--DSS Licensed - Specialized Residential Facility (Habilitation)"*

*SERVICE DESCRIPTION: A regional center shall classify a vendor as a DSS Licensed-Specialized Residential Facility provider if the vendor operates a residential care facility licensed by the Department of Social Services (DSS) for individuals with developmental disabilities who require 24 hour care and supervision and whose needs cannot be appropriately met within the array of other community living options available.*

*Primary services provided by a DSS Licensed-Specialized Residential Facility may include personal care and supervision services, homemaker, chore, attendant care, companion services, medication oversight (to the extent permitted under State law) and therapeutic social and recreational programming, provided in a home-like environment. Incidental services provided by a DSS Licensed-Specialized Residential Facility may include home health care, physical therapy, occupational therapy, speech therapy, medication administration, intermittent skilled nursing services, and/or transportation, as specified in the IPP. This vendor type provides 24 hour on-site response staff to meet scheduled or unpredictable needs in a way that promotes maximum dignity and independence, and the provision of supervision and direct care support to ensure the consumers' health, safety and well-being. Other individuals or agencies may also furnish care directly, or under arrangement with the DSS Licensed-Specialized Residential Facility, but the care provided by these other entities must supplement the care provided by the DSS Licensed-Specialized Residential Facility and does not supplant it.*

*Regional Center monitoring of the DSS Licensed-Specialized Residential Facility shall be in accordance with the applicable state laws and licensing regulations, including Title 17, and the regional center admission agreement. Payment for services in a DSS Licensed-Specialized Residential Facility must be made pursuant to Title 17, Section 56919 (a), after the regional center obtains approval from the Department for payment of the prevailing rate or, pursuant to Welfare & Institutions Code, Section 4648 (a)(4), the regional center may contract for the provision of services and supports for a period of up to three years, subject to the availability of funds."*

NPO shall renovate the home as necessary to meet all statutory and regulatory requirements for the Property to be utilized as a SRF, as well as to meet the unique needs of the identified regional center Persons Served that will reside there. NPO shall only be reimbursed for eligible renovation costs, as set forth in Section VII.B. of Exhibit “B”, unless otherwise approved in advance by RCOC. NPO shall take all actions reasonably within its control to have the Property ready for occupancy by Persons Served no later than six (6) months from the date of close of escrow.



**EXHIBIT “B”**  
**COMMUNITY PLACEMENT PLAN HOUSING GUIDELINES**

**EXHIBIT C**  
**FORM OF CERTIFICATE OF ACCEPTANCE**

## CERTIFICATE OF ACCEPTANCE

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

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

The date of inspection of the Premises by the Parties was: \_\_\_\_\_.

The Commencement Date is: \_\_\_\_\_.

The Rent Reduction Period commences as of: \_\_\_\_\_.

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

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

AGREED AND ACCEPTED BY:

**LANDLORD:**

BRILLIANT CORNERS, a California  
nonprofit public benefit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**TENANT:**

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT D**  
**ADDENDUM TO LEASE**

## **ADDENDUM TO LEASE**

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

The parties further agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

## 6. Assignment, Subletting and Lease Modifications

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

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

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

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

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

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

10. Changes in Rent.

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

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

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

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

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

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

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

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

**"Landlord"**

**"Tenant"**

**BRILLIANT CORNERS,**  
a California nonprofit corporation

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
William F. Pickel, Executive Director

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

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: September 1, 2022

TO: RCOC Board of Directors

FROM: Larry Landauer, Executive Director

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: **Approval of Amendment to Property Renovation Agreement with Non-Profit Housing Corporation, Brilliant Corners, for the Development of an Enhanced Behavioral Supports Home (CRDP No. 2021-3)**

BACKGROUND:

The Department of Developmental Services (DDS) made a special allocation to RCOC's Community Resource Development Plan (CRDP) for the development of an Enhanced Behavioral Supports Home (EBSH). This facility 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 Board previously approved a property renovation agreement for \$450,000 with non-profit housing corporation Brilliant Corners on June 3, 2021. The property where the EBSH will be located has been acquired by Brilliant Corners and requires extensive renovation.

REASON FOR CURRENT ITEM:

DDS has approved an additional \$227,537 in CRDP funding for renovation costs.

FISCAL IMPACT:

DDS will allocate an additional \$227,537 in RCOC's CRDP for renovation costs.

The total DDS allocation for renovation costs is now \$677,537.

RECOMMENDATION:

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

**AMENDMENT NO. 1 TO AGREEMENT BY AND BETWEEN**  
**REGIONAL CENTER OF ORANGE COUNTY**  
**AND BRILLIANT CORNERS**  
**FOR DEVELOPMENT OF HOUSING**  
**RCOC CRDP PROJECT NO. 2021-3**

This Amendment No. 1 to Agreement (Amendment) is entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Regional Center of Orange County, a California nonprofit corporation, hereinafter referred to as “RCOC,” and Brilliant Corners, a California nonprofit corporation, hereinafter referred to as “NPO.”

**RECITALS**

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

B. WHEREAS, the Department of Developmental Services (DDS) subsequently approved an increase in the CRDP funds allocated for renovation costs from \$450,000 to \$677,537; and

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

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

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

“9. **MAXIMUM PAYMENT OBLIGATION.** The “Maximum Payment Obligation” of RCOC to NPO under this Agreement shall be Six Hundred Seventy Seven Thousand Five Hundred Thirty Seven Dollars (\$677,537) (“CRDP Funds”).

a. The Maximum Payment Obligation shall apply to all Work. It is anticipated that the costs associated with completion of the Work may exceed the Maximum Payment Obligation, and NPO shall be solely responsible for the payment of said additional costs. If it is determined that the costs associated with the Work is less than \$677,537, the Maximum Payment Obligation shall be deemed to be that lower amount. In the event that the Maximum Payment Obligation is less than \$677,537, RCOC shall retain the remaining CRDP Funds to be returned to DDS.”

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

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

**REGIONAL CENTER OF ORANGE COUNTY**

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

**BRILLIANT CORNERS**

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Name/Title:\_\_\_\_\_

## Summary of Information About Persons Served - May 2022

<b>NUMBER OF PERSONS SERVED</b>	<b>20,592</b>	<b>100%</b>
Children - Birth to Age Three Receiving Early Start Services	3,368	16%
Children - Ages Three to 17 Receiving Lanterman Services	6,960	34%
Adults - Ages 18 and Older Receiving Lanterman Services	10,264	50%

<b>Children - Birth to Age Three Receiving Prevention Resource and Referral Services</b>	<b>480</b>
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*Children and Adults - Ages Three and Older Receiving Lanterman Services with the Following Diagnoses:*

Intellectual Disability	11,645	60%
Epilepsy	2,879	14%
Cerebral Palsy	2,572	13%
Autism	8,881	44%
Fifth Category*	1,744	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		401
Early Start / Under Age Three / 45 days to complete determination	342	85%
Lanterman / Over Age Three / 120 days to complete determination	59	15%

<b>NUMBER OF PERSONS DETERMINED ELIGIBLE</b>	<b>115</b>
Children - Birth to Age Three Eligible for Early Start Services	0
Children and Adults - Ages Three and Older Eligible for Lanterman Services	42
<ul style="list-style-type: none"> <li>Number of children who received Early Start services</li> </ul>	42
<ul style="list-style-type: none"> <li>Number of children who received Early Start services and had a diagnosis of autism</li> </ul>	28
Children - Birth to Age Three Eligible for Prevention Resource and Referral Services	3

<b>NUMBER OF CHILDREN NO LONGER ELIGIBLE FOR EARLY START OR PREVENTION RESOURCE AND REFERRAL SERVICES</b>	<b>144</b>
Children - Age Three No Longer Eligible for Early Start Services	144
Children - Age Three No Longer Eligible for Prevention Resource and Referral Services	0

# REGIONAL CENTER OF ORANGE COUNTY



## OPERATIONS REPORT

### MAY 2022 ACTIVITY

#### *Mission Statement*

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



## COMMUNITY LIFE

### Related Guiding Principles

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

### Provider Monitoring, Technical Support and Special Incident Investigation Activities Fiscal Year 2021-22

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

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

Type and Number of Reviews	Jan.	Feb.	Mar.	Apr.	May	June	Total
Annual Review	26	41	50	42	42		<b>416</b>
Unannounced	30	46	54	45	45		<b>473</b>
<b>Total Number of Reviews</b>	<b>56</b>	<b>87</b>	<b>104</b>	<b>87</b>	<b>87</b>	<b>0</b>	<b>889</b>

Provider Trainings	0	0	0	0	0	0	<b>0</b>
Technical Support	88	141	148	181	169		<b>1,585</b>
Corrective Action Plans	0	4	5	1	2		<b>38</b>
Special Incident Investigations*	5	25	32	22	28		<b>256</b>

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

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

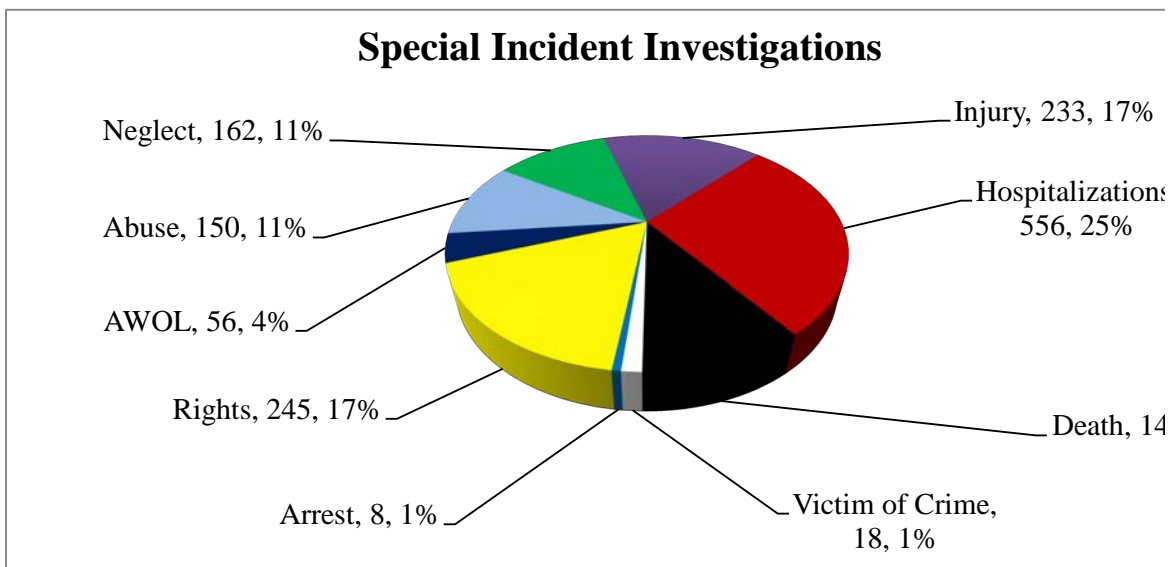
- (A) The consumer is missing and the vendor or long-term health care facility has filed a missing persons report with a law enforcement agency;
- (B) Reasonably suspected abuse/exploitation including:
  - 1. Physical;
  - 2. Sexual;
  - 3. Fiduciary;
  - 4. Emotional/mental; or
  - 5. Physical and/or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

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

**Type and Number of Special Incident Investigations**  
**Fiscal Year 2021-22**

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

Type of Incident	Jan.	Feb.	Mar.	Apr.	May	June	Total
AWOL	5	5	0	3	9		<b>56</b>
Abuse	4	4	12	22	15		<b>150</b>
Neglect	4	22	19	19	19		<b>162</b>
Injury	23	25	28	15	12		<b>233</b>
Hospitalizations - Total	46	27	40	32	31		<b>394</b>
<i>Psychiatric</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>3</i>	<i>5</i>		<b>62</b>
<i>Medical</i>	<i>45</i>	<i>25</i>	<i>37</i>	<i>29</i>	<i>26</i>		<b>332</b>
Death	13	17	17	9	6		<b>148</b>
Victim of Crime	0	0	0	1	2		<b>18</b>
Arrest	0	1	0	0	4		<b>8</b>
Rights	2	10	48	44	13		<b>245</b>
<b>Total</b>	<b>97</b>	<b>111</b>	<b>164</b>	<b>145</b>	<b>111</b>	<b>111</b>	<b>1,414</b>



**COMMUNITY LIFE continued**

**Provider Audits**

*Fiscal Year 2021-22*

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

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

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

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

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

Amount of Recovery	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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<b>Type of Audit</b>	<b>Jan.</b>	<b>Feb.</b>	<b>Mar.</b>	<b>Apr.</b>	<b>May</b>	<b>June</b>	<b>Total</b>
Service Billing	0	0	2	0	1		<b>3</b>
Staffing	0	0	0	0	6		<b>6</b>
Level 4I Consultant	0	0	0	0	0		<b>0</b>
P&I (consumer funds)	0	0	0	0	0		<b>0</b>
<b>Total Number of Audits</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>7</b>	<b>0</b>	<b>9</b>

***Number of Appeals / Recoveries***

State Appeal	0	0	0	0	0		<b>0</b>
Recovery	0	0	0	0	3		<b>3</b>

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

Amount of Recovery	\$0.00	\$0.00	\$0.00	\$0.00	\$2,350.14		<b>\$2,350.14</b>
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## FAMILY SUPPORTS

### Related Guiding Principles

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

### *Fiscal Year 2021-22*

#### Number of Authorizations for Voucher Services

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

#### Number of Authorizations for Voucher Services

Type of Service	Jan.	Feb.	Mar.	Apr.	May	June
Day Care - Family Member	77	79	79	82	84	
Diapers - Family Member	10	9	10	9	7	
Nursing Service - Family Member	62	62	60	61	62	
Respite Service - Family Member	599	603	612	604	619	
Transportation - Family Member	140	144	145	142	145	
<b>Total Number of Voucher Authorizations</b>	<b>888</b>	<b>897</b>	<b>906</b>	<b>898</b>	<b>917</b>	<b>0</b>

## FAMILY SUPPORTS

### Related Guiding Principles

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

### Notifications of Community Events and Activities

**Fiscal Year 2021-22**

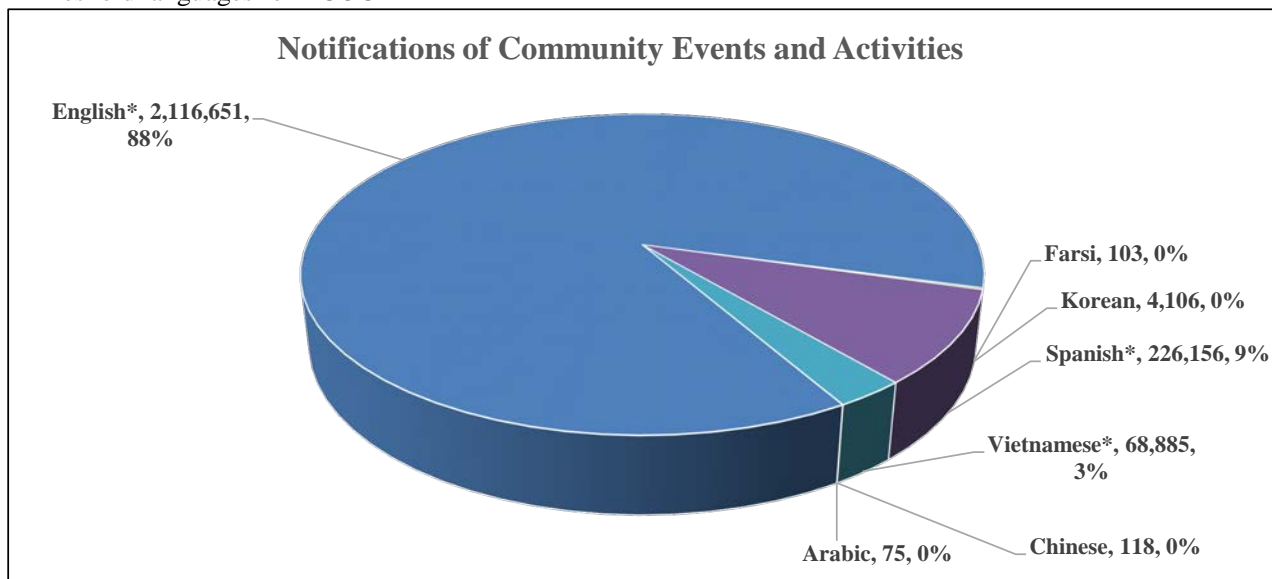
#### Number of Notifications

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

#### Number of Notifications

Language	Jan.	Feb.	Mar.	Apr.	May	June	Total
English*	178,305	279,247	218,310	341,222	319,384		2,116,651
Farsi	103						103
Korean	1,069		196	934	402		4,106
Spanish*	19,783	29,494	24,559	24,110	42,436		226,156
Vietnamese*	3,692	7,062	11,917	5,432	19,127		68,885
Chinese	118			87	156		118
Arabic	75						75
<b>Total Number of Notifications</b>	<b>203,145</b>	<b>315,803</b>	<b>254,982</b>	<b>371,785</b>	<b>381,505</b>	<b>0</b>	<b>2,416,094</b>

\* Threshold languages for RCOC



## FAMILY SUPPORTS

### Related Guiding Principles

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

### Community Outreach

*Fiscal Year 2021-22*

#### Number of Outreach Events

Type of Outreach / Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	
<b>In Person</b>							
English	6	9	10	13	7	5	
Spanish	3			2	1	1	
Vietnamese	1		4	2	1		
Other Languages					1	2	(Korean)
<b>In Print</b>							
English				1	1	1	
Spanish	1	3	3		1		
Vietnamese		3			1		
Other Languages							
<b>TV / Radio</b>							
English	1	1					
Spanish							
Vietnamese	4	6	4	5	4	4	
Other Languages							
<b>Total Number of Outreach Events</b>	<b>16</b>	<b>22</b>	<b>21</b>	<b>23</b>	<b>17</b>	<b>13</b>	

#### Number of Outreach Events

Language	Jan.	Feb.	Mar.	Apr.*	May*	June*	Total
<b>In Person</b>							
English	4	6	13	10	1		<b>84</b>
Spanish		2	2	1			<b>12</b>
Vietnamese	1	5		2			<b>16</b>
Other Languages				1			<b>4</b>
<b>In Print</b>							
English	1	1	2	3	6		<b>16</b>
Spanish					1		<b>9</b>
Vietnamese					1		<b>5</b>
Other Languages							<b>0</b>
<b>TV / Radio</b>							
English (Blog)	1			1			<b>4</b>
Spanish							<b>0</b>
Vietnamese	5	4	4	4			<b>44</b>
Other Languages							<b>0</b>
<b>Total Number of Outreach Events</b>	<b>12</b>	<b>18</b>	<b>21</b>	<b>22</b>	<b>9</b>	<b>0</b>	<b>194</b>

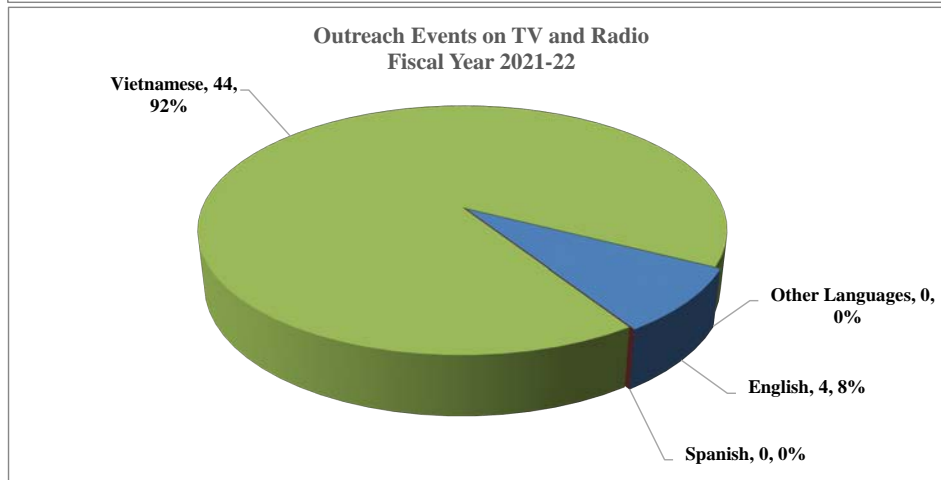
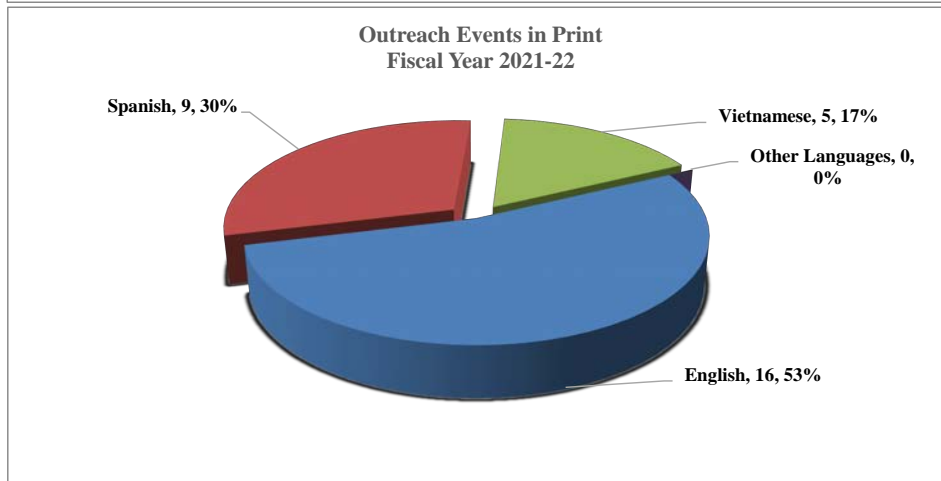
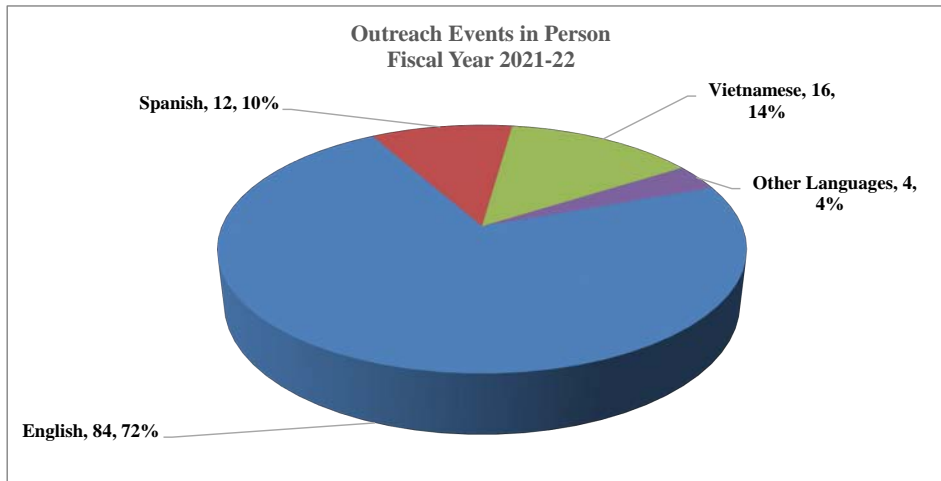
\* Virtual Meetings

## FAMILY SUPPORTS

### Related Guiding Principles

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

### Community Outreach Events in Person, in Print, on TV and Radio Fiscal Year 2021-22





## EARLY INTERVENTION / PREVENTION

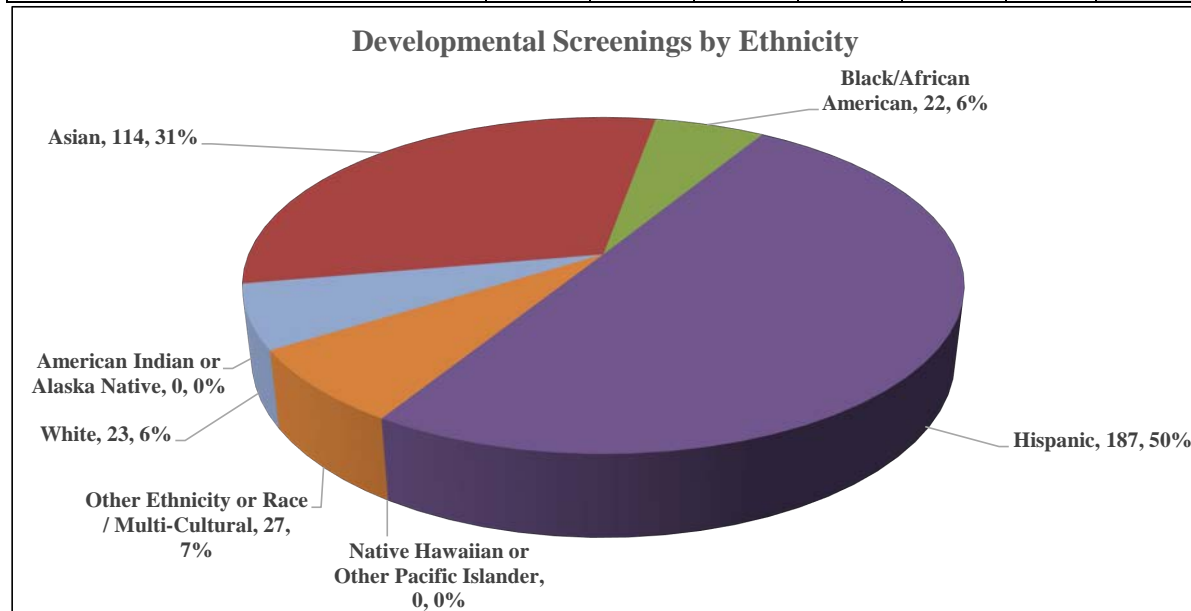
### Related Guiding Principles

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

### Fiscal Year 2021-22

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

Developmental Screenings by Ethnicity	Jan.	Feb.	Mar.	Apr.	May	June	Total
American Indian or Alaska Native	0	0	0	0	0		<b>0</b>
Asian	0	0	14	5	6		<b>114</b>
Black/African American	5	1	0	9	0		<b>22</b>
Hispanic	0	27	35	35	35		<b>187</b>
Native Hawaiian or Other Pacific Islander	0	0	0	0	0		<b>0</b>
Other Ethnicity or Race / Multi-Cultural	1	1	1	4	6		<b>27</b>
White	0	3	1	6	0		<b>23</b>
<b>Total Number Screened</b>	<b>6</b>	<b>32</b>	<b>51</b>	<b>59</b>	<b>47</b>	<b>0</b>	<b>373</b>
<b>Total Number Referred to RCOC</b>	<b>1</b>	<b>9</b>	<b>10</b>	<b>14</b>	<b>17</b>		<b>100</b>



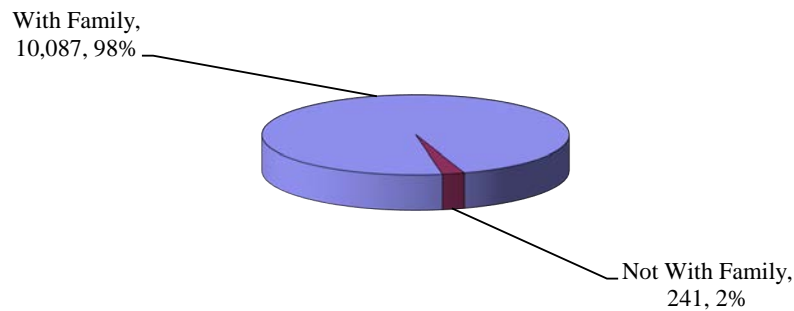
## LIVING OPTIONS

### Related Guiding Principles

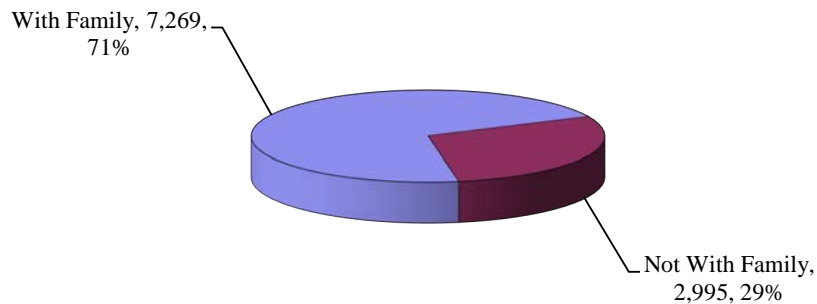
- *Culturally-sensitive services and supports are provided so that persons served can make informed choices on where and with whom they live, including owning or renting their own homes.*
- *Families whose minor or adult children choose to remain in the family home are supported through available resources.*
- *Persons served live in homes where they receive quality care and can form relationships.*

Where Persons Served Live	Persons Served All	Persons Served Under 18	Persons Served Over 18
With Family	17,356	10,087	7,269
Not With Family	3,236	241	2,995
<b>Totals</b>	<b>20,592</b>	<b>10,328</b>	<b>10,264</b>

**Where Persons Served Under 18 Live**



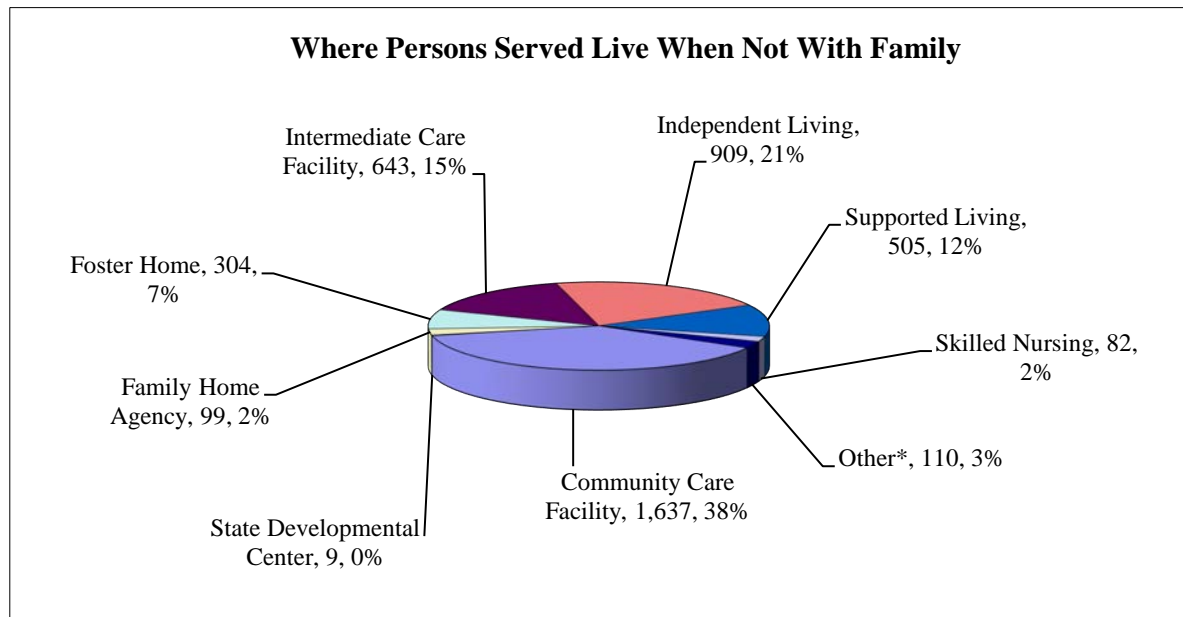
**Where Persons Served Over 18 Live**



### LIVING OPTIONS, continued

Where Persons Served Live	All Persons Served	Persons Served Under 18	Persons Served Over 18
Family Home	19,502	10,799	8,703
Community Care Facility	1,637	20	1,617
State Developmental Center	9	0	9
Family Home Agency	99	0	99
Foster Home	304	298	6
Intermediate Care Facility	643	4	639
Independent Living	909	0	909
Supported Living	505	0	505
Skilled Nursing	82	0	82
Other*	110	21	89
<b>Total</b>	<b>23,800</b>	<b>11,142</b>	<b>12,658</b>

<b>Other*</b>			
Acute General Hospital	2	0	2
California Youth Authority	0	0	0
Community Treatment	2	1	1
Correctional Institution	0	0	0
County Jail	3	0	3
Other	0	0	0
Out of State	3	1	2
Psychiatric Treatment	20	1	19
Rehabilitation Center	6	0	6
SDC / State Hospital	8	0	8
Sub-Acute	47	18	29
Transient / Homeless	19	0	19
<b>Total, Other*</b>	<b>110</b>	<b>21</b>	<b>89</b>



## LIVING OPTIONS, continued

### Other Living Options

#### Family Home Agency

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

#### Foster Family Agency

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

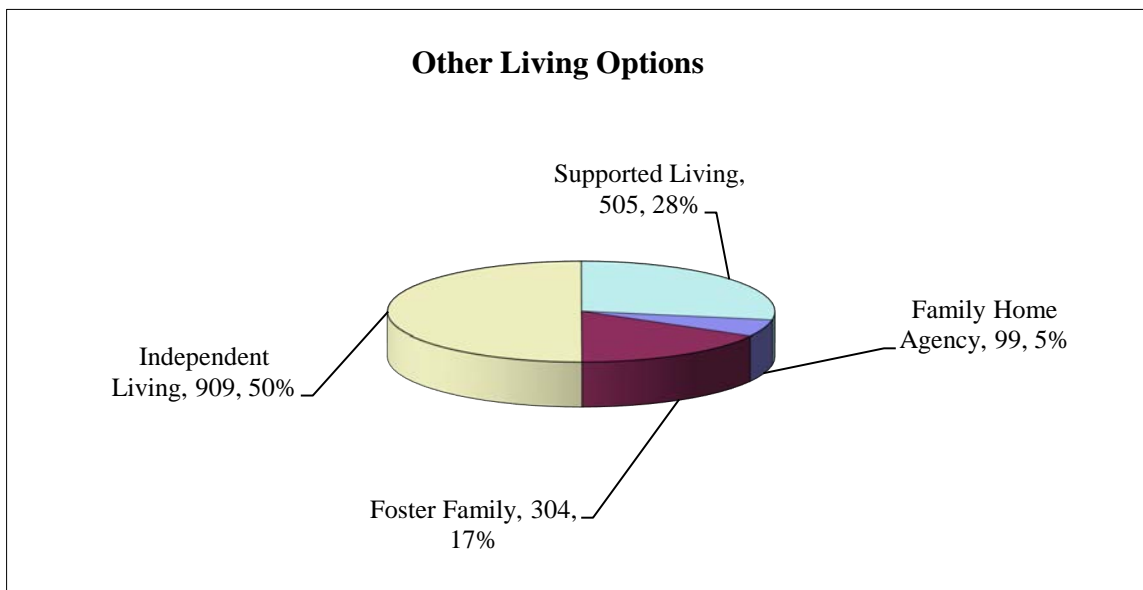
#### Independent Living

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

#### Supported Living

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

Other Living Options	Total	Under 18	Over 18
Family Home Agency	99	0	99
Foster Family	304	298	6
Independent Living	909	0	909
Supported Living	505	0	505
<b>Total</b>	<b>1,817</b>	<b>298</b>	<b>1,519</b>



## **LIVING OPTIONS, continued**

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

#### **Health Licensed Facilities**

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

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

#### **Community Care Licensed Facilities**

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

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

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

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

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

## LIVING OPTIONS, continued

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

Licensed Facilities	Total	Over 18	Under 18
Level 2	208	208	0
Level 3	277	277	0
Level 4A	34	34	0
Level 4B	5	5	0
Level 4C	50	50	0
Level 4D	35	35	0
Level 4E	21	21	0
Level 4F	60	60	0
Level 4G	31	31	0
Level 4H	1	1	0
Level 4I	322	320	2
Elderly	1	1	0
ICF/DD-H	1	1	0
ICF/DD-N	5	5	0
ICF/DD	0	0	0
Skilled Nursing	0	0	0
<b>Total</b>	<b>1,051</b>	<b>1,049</b>	<b>2</b>

Licensed Facilities Summary	Total	Over 18	Under 18
Level 2	208	208	0
Level 3	277	277	0
Level 4	559	557	2
ICF/DD-H	1	1	0
ICF/DD-N	5	5	0
Elderly	1	1	0
Skilled Nursing	0	0	0
<b>Total</b>	<b>1,051</b>	<b>1,049</b>	<b>2</b>

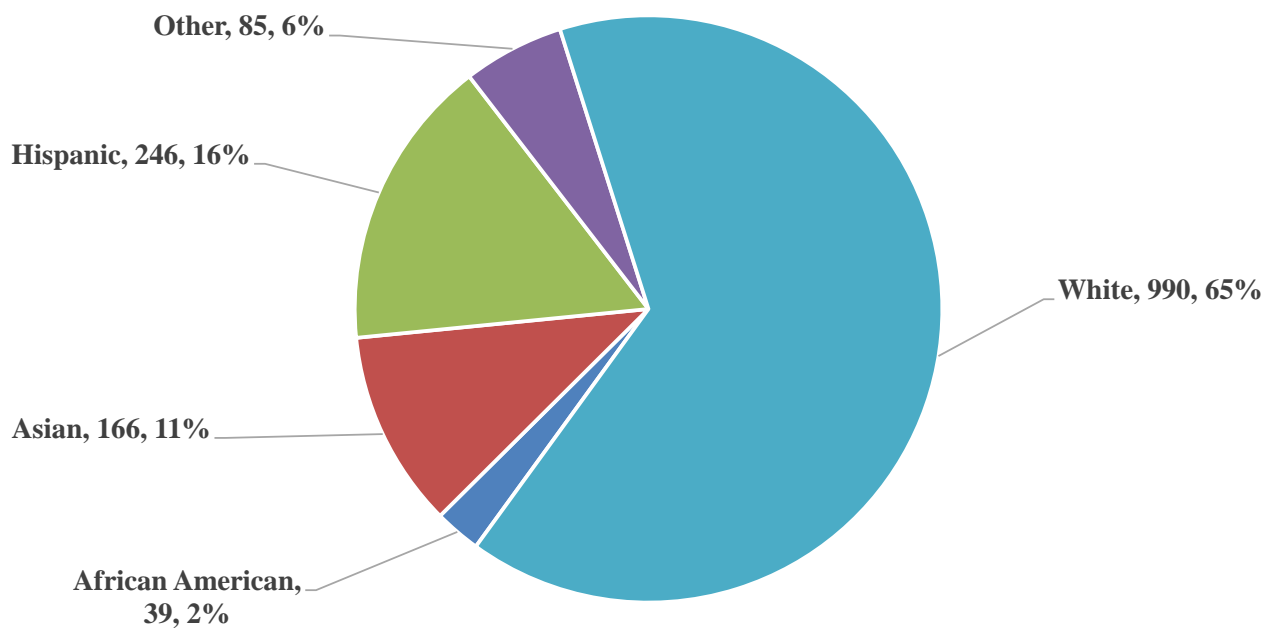
## LIVING OPTIONS, continued

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

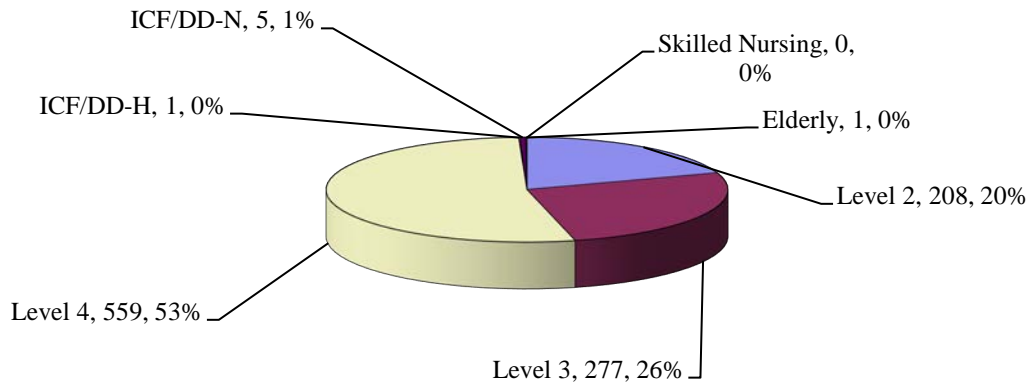
*Fiscal Year 2021-22*

Licensed Facilities	African American	Asian	Hispanic	Other	White	Total
Level 2	9	25	51	11	222	318
Level 3	9	30	61	23	246	369
Level 4A	0	5	6	2	25	38
Level 4B	0	1	0	0	8	9
Level 4C	2	11	11	1	56	81
Level 4D	0	8	6	2	28	44
Level 4E	0	3	9	3	21	36
Level 4F	3	14	9	2	40	68
Level 4G	0	7	5	2	33	47
Level 4H	0	0	2	0	1	3
Level 4I	16	62	86	39	310	513
<b>Total</b>	<b>39</b>	<b>166</b>	<b>246</b>	<b>85</b>	<b>990</b>	<b>1,526</b>

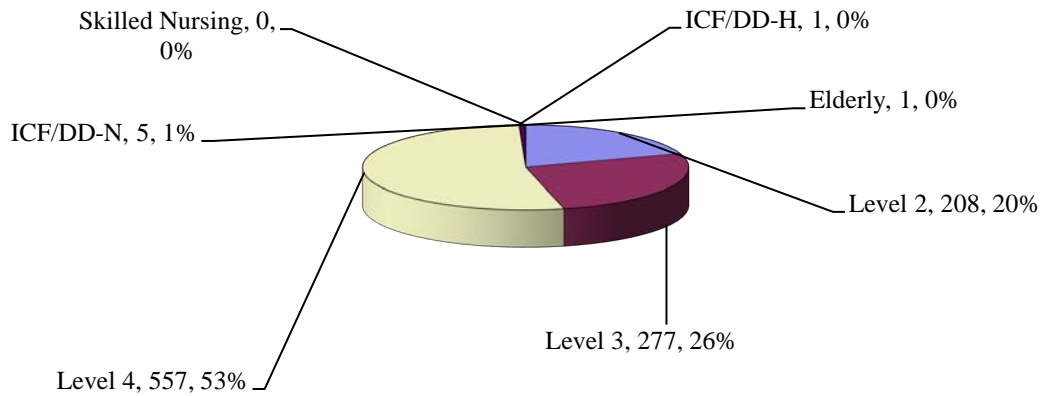
**Residents in Community Care Licensed Facilities by Ethnicity**



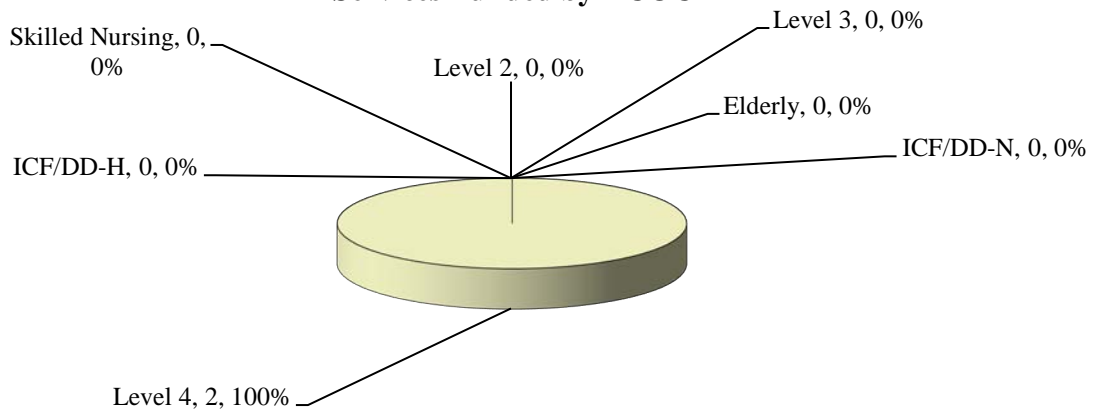
**Persons Served Who Reside in Licensed Facilities  
Services Funded by RCOC**



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



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



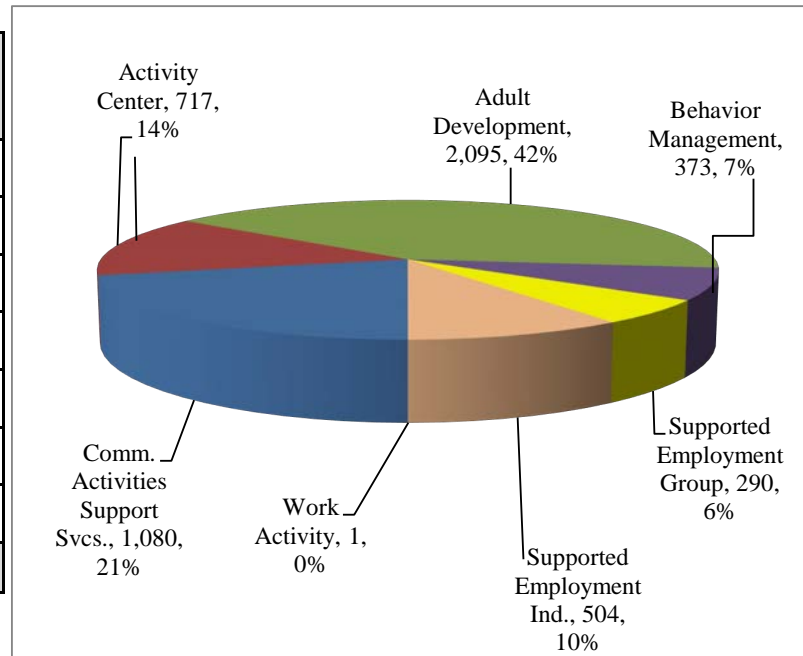


## WORK

### Related Guiding Principle

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

Adult Day & Employment Services	Persons Served Over 18
Comm. Activities Support Svcs.	1,080
Activity Center	717
Adult Development	2,095
Behavior Management	373
Supported Employment Group	290
Supported Employment Ind.	504
Work Activity	1
<b>Total</b>	<b>5,060</b>



### Definitions:

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

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

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

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

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

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

## SERVICE PLANNING AND COORDINATION

### Related Guiding Principles

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

### Service Coordination

#### Fiscal Year 2021-22

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

Service Coordination:	Jan.	Feb.	Mar.	Apr.	May	June
Number of Service Coordinators (SC)	304.0	316.0	323.3	330.3	336.3	
Number of Case-Carrying SCs	278.4	290.4	297.7	304.7	310.7	
Number of Intake SCs	25.7	25.7	25.7	25.7	25.7	
Number of State Developmental Center SCs	0.0	0.0	0.0	0.0	0.0	
Number of Active Persons Served	23,439	23,462	23,564	23,673	23,767	
Caseload Ratio, # of Active Persons Served/SCs	84.2	80.8	79.2	77.7	76.5	

**SERVICE PLANNING AND COORDINATION continued**

**Fair Hearings**

**Fiscal Year 2021-22**

	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June
<b>Number of Unsettled Hearing Requests*</b>	<b>18</b>	<b>9</b>	<b>6</b>	<b>14</b>	<b>10</b>	<b>13</b>	<b>13</b>	<b>7</b>	<b>12</b>	<b>17</b>	<b>12</b>	
Eligibility - Lanterman	2	1	1	0	1	3	2	1	2	3	2	
Behavioral services	5	2	2	2	1	1	1	0	1	1	1	
Respite	2	2	2	5	4	2	2	1	2	4	4	
Day Care	0	0	0	0	0	0	0	0	0	0	0	
ILS/SLS	0	0	0	0	0	0	0	0	0	0	0	
Personal Assistance	2	1	1	3	3	2	2	1	3	3	2	
Other**	7	3	0	4	1	5	6	4	4	6	3	

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

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

<b>Number of New Hearing Requests Filed*</b>	<b>3</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>6</b>	<b>6</b>	<b>2</b>	<b>8</b>	<b>8</b>	<b>3</b>	
Eligibility - Lanterman	1	0	0	0	1	3	1	1	1	2	1	
Eligibility - Early Start	0	0	0	0	0	0	0	0	0	0	0	
Behavioral services	0	0	0	0	0	0	0	0	1	0	0	
Respite	1	1	0	1	0	0	1	0	2	2	0	
Day Care	0	0	0	0	0	0	0	0	0	0	0	
Social/Recreational	0	0	0	0	0	0	0	0	0	0	0	
Personal Assistance	0	0	0	1	0	0	1	0	3	2	0	
Other**	1	1	0	0	0	3	3	1	1	2	2	

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

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

<b>Number of All Meetings Held</b>	<b>8</b>	<b>3</b>	<b>2</b>	<b>4</b>	<b>5</b>	<b>3</b>	<b>6</b>	<b>3</b>	<b>5</b>	<b>9</b>	<b>6</b>	
Number of Informal Meetings Held	4	3	2	3	3	2	4	0	4	9	3	
Number of Mediations Held	1	0	0	0	2	0	0	2	1	0	2	
Number of SLFHs Held	3	0	0	1	0	1	2	1	0	0	1	

<b>Number of Requests in Scheduling*</b>	<b>0</b>	<b>3</b>	<b>4</b>	<b>7</b>	<b>1</b>	<b>9</b>	<b>6</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>1</b>	
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\* Meetings in process of being scheduled; meetings on schedule but not yet held; meetings scheduled but not held due to continuances.

<b>Number of Requests Pending*</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
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\* State Level Fair Hearing (SLFH) held but awaiting decision.

<b>Number of Requests Settled</b>	<b>10</b>	<b>3</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>4</b>	<b>7</b>	<b>5</b>	
Withdrawn by Person Served/Family	5	2	0	0	0	0	0	0	0	0	1	
Settled in Informal	1	1	0	2	2	1	0	0	0	6	3	
Settled after further follow-up by RCOC	0	0	0	0	0	0	0	0	4	1	1	
Settled in Mediation	1	0	0	0	1	0	0	0	0	0	0	
SLFH Decision	3	0	0	0	1	0	0	1	0	0	0	

**State Level Fair Hearing Decisions**

<b>Prevailing Party</b>												
Person Served/Family	0	0	0	0	0	0	0	0	0	0	0	
RCOC	3	0	0	0	1	0	0	1	0	0	0	
Split	0	0	0	0	0	0	0	0	0	0	0	

## ADMINISTRATION AND GOVERNANCE

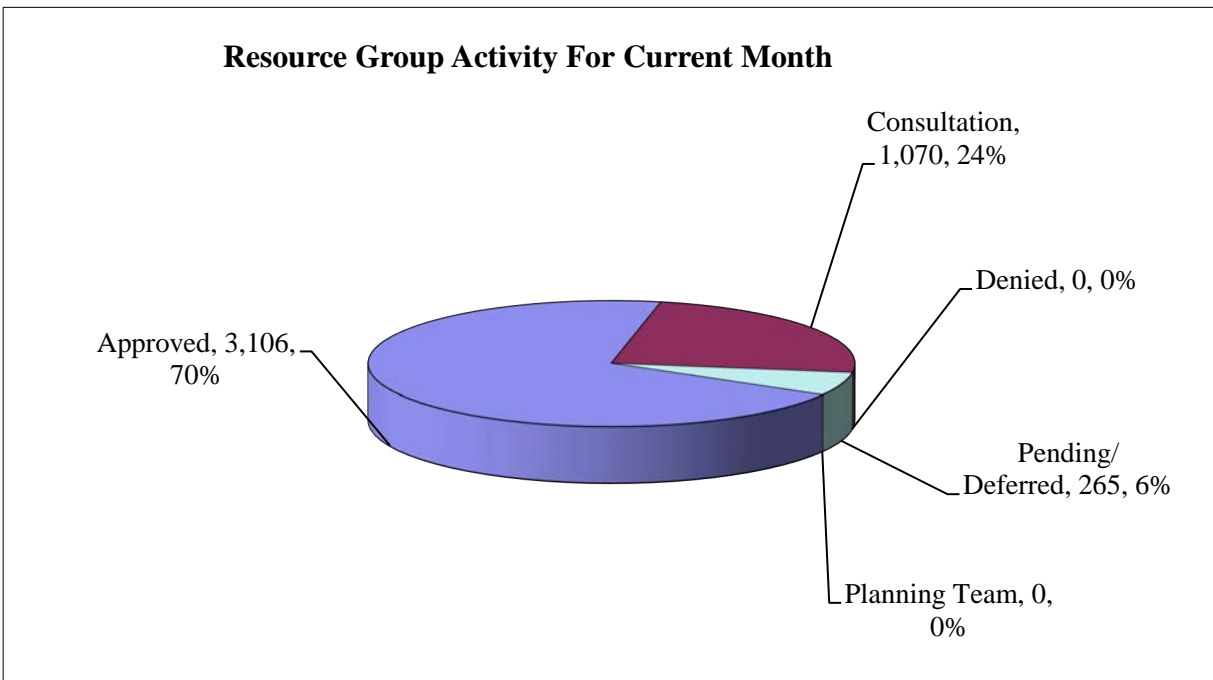
### Guiding Principle

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

### Resource Group Activity for May 2022 and Fiscal Year to Date

Disposition	Approved	Consultation	Denied	Pending/Deferred	Planning Team	Total
Adult Day	851	412	0	92	0	1,355
Behavioral	104	73	0	15	0	192
Education	0	0	0	0	0	0
Eligibility/Health	52	1	0	6	0	59
Early Start	618	144	0	48	0	866
Living Options	173	158	0	2	0	333
Supported/Ind.	294	119	0	24	0	437
All Others	1014	163	0	78	0	1,255
<b>Monthly Total</b>	<b>3,106</b>	<b>1,070</b>	<b>0</b>	<b>265</b>	<b>0</b>	<b>4,497</b>

<b>FY 2021-22 Total to Date</b>	34,361	12,395	0	2,262	0	<b>49,018</b>
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## Operations Report Summary - May 2022

About Persons Served	Early Start	Medicaid Waiver	All Other	SDC	Total	Under 18	Over 18
Number of Persons Served	3,368	8,487	8,728	9	<b>20,592</b>	10,328	10,264
<i>Percentage of Total</i>	<i>16%</i>	<i>41%</i>	<i>42%</i>	<i>0%</i>	<i>100%</i>	<i>50%</i>	<i>50%</i>

<b>Children served in Prevention Resource and Referral Services</b>	<b>458</b>
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Persons Served by Residence Status	All	Under 18	Over 18
Family Home	19,502	10,799	8,703
Community Care Facility	1,637	20	1,617
State Developmental Center	9	0	9
Family Home Agency	99	0	99
Foster Home	304	298	6
Intermediate Care Facility	643	4	639
Independent Living	909	0	909
Supported Living	505	0	505
Skilled Nursing	82	0	82
Other	110	21	89
<b>Total</b>	<b>23,800</b>	<b>11,142</b>	<b>12,658</b>

Special Incident Investigations	Year to Date
AWOL	56
Abuse	150
Neglect	162
Injury	233
Hospitalizations - Total	394
Death	148
Victim of crime	18
Arrest	8
Rights	245
<b>Total</b>	<b>1,414</b>

### Number of Licensed Facilities

Community Care Facilities	Total	Under 18	Over 18
Level 2	78	0	78
Level 3	79	0	79
Level 4	186	12	174
<b>Total Community Care Facilities</b>	<b>343</b>	<b>12</b>	<b>331</b>

Licensed Facility Monitoring	Year to Date
Annual Review	416
Unannounced	473
Total Number of Reviews	889
Provider Trainings	0
Technical Support	1,585
Corrective Action Plans	38

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

<b>Number of Audits</b>	<b>9</b>
<b>Amount of Recovery from Audits</b>	<b>\$2,350</b>

<b>Total Licensed Facilities</b>	<b>466</b>
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## Summary of Information About Persons Served - June 2022

NUMBER OF PERSONS SERVED	20,592	100%
Children - Birth to Age Three Receiving Early Start Services	3,400	17%
Children - Ages Three to 17 Receiving Lanterman Services	6,928	34%
Adults - Ages 18 and Older Receiving Lanterman Services	10,264	50%

<b>Children - Birth to Age Three Receiving Prevention Resource and Referral Services</b>	<b>508</b>
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*Children and Adults - Ages Three and Older Receiving Lanterman Services with the Following Diagnoses:*

Intellectual Disability	11,636	60%
Epilepsy	2,880	14%
Cerebral Palsy	2,569	13%
Autism	8,917	44%
Fifth Category*	1,750	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	384
Early Start / Under Age Three / 45 days to complete determination	307
Lanterman / Over Age Three / 120 days to complete determination	77

NUMBER OF PERSONS DETERMINED ELIGIBLE	69
Children - Birth to Age Three Eligible for Early Start Services	2
Children and Adults - Ages Three and Older Eligible for Lanterman Services	34
<ul style="list-style-type: none"> <li>Number of children who received Early Start services</li> </ul>	21
<ul style="list-style-type: none"> <li>Number of children who received Early Start services and had a diagnosis of autism</li> </ul>	12
Children - Birth to Age Three Eligible for Prevention Resource and Referral Services	0

NUMBER OF CHILDREN NO LONGER ELIGIBLE FOR EARLY START OR PREVENTION RESOURCE AND REFERRAL SERVICES	158
Children - Age Three No Longer Eligible for Early Start Services	157
Children - Age Three No Longer Eligible for Prevention Resource and Referral Services	1

# REGIONAL CENTER OF ORANGE COUNTY



## OPERATIONS REPORT

### JUNE 2022 ACTIVITY

#### *Mission Statement*

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

## COMMUNITY LIFE

### Related Guiding Principles

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

### Provider Monitoring, Technical Support and Special Incident Investigation Activities Fiscal Year 2021-22

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

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

Type and Number of Reviews	Jan.	Feb.	Mar.	Apr.	May	June	Total
Annual Review	26	41	50	42	42	47	<b>463</b>
Unannounced	30	46	54	45	45	53	<b>526</b>
<b>Total Number of Reviews</b>	<b>56</b>	<b>87</b>	<b>104</b>	<b>87</b>	<b>87</b>	<b>100</b>	<b>989</b>

Provider Trainings	0	0	0	0	0	0	<b>0</b>
Technical Support	88	141	148	181	169	155	<b>1,740</b>
Corrective Action Plans	0	4	5	1	2	2	<b>40</b>
Special Incident Investigations*	5	25	32	22	28	14	<b>270</b>



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

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

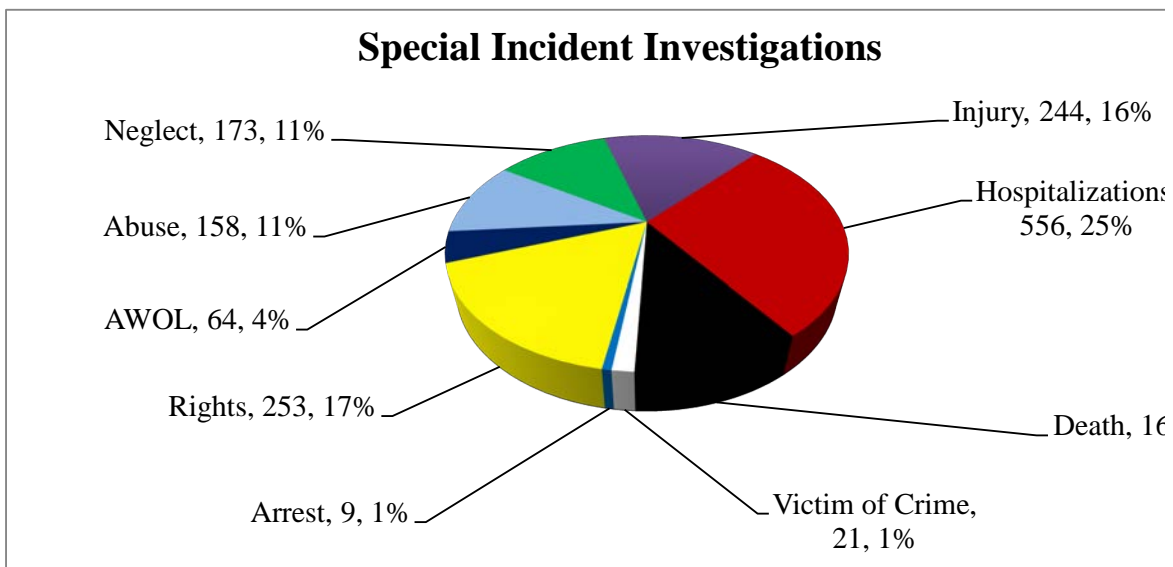
- (A) The consumer is missing and the vendor or long-term health care facility has filed a missing persons report with a law enforcement agency;
- (B) Reasonably suspected abuse/exploitation including:
  - 1. Physical;
  - 2. Sexual;
  - 3. Fiduciary;
  - 4. Emotional/mental; or
  - 5. Physical and/or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

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

**Type and Number of Special Incident Investigations**  
**Fiscal Year 2021-22**

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

Type of Incident	Jan.	Feb.	Mar.	Apr.	May	June	Total
AWOL	5	5	0	3	9	8	<b>64</b>
Abuse	4	4	12	22	15	8	<b>158</b>
Neglect	4	22	19	19	19	11	<b>173</b>
Injury	23	25	28	15	12	11	<b>244</b>
Hospitalizations - Total	46	27	40	32	31	35	<b>429</b>
<i>Psychiatric</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>3</i>	<i>5</i>	<i>6</i>	<b>68</b>
<i>Medical</i>	<i>45</i>	<i>25</i>	<i>37</i>	<i>29</i>	<i>26</i>	<i>29</i>	<b>361</b>
Death	13	17	17	9	6	14	<b>162</b>
Victim of Crime	0	0	0	1	2	3	<b>21</b>
Arrest	0	1	0	0	4	1	<b>9</b>
Rights	2	10	48	44	13	8	<b>253</b>
<b>Total</b>	<b>97</b>	<b>111</b>	<b>164</b>	<b>145</b>	<b>111</b>	<b>137</b>	<b>1,513</b>



**COMMUNITY LIFE continued**

**Provider Audits**

*Fiscal Year 2021-22*

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

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

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

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

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

Amount of Recovery	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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<b>Type of Audit</b>	<b>Jan.</b>	<b>Feb.</b>	<b>Mar.</b>	<b>Apr.</b>	<b>May</b>	<b>June</b>	<b>Total</b>
Service Billing	0	0	2	0	1	4	<b>7</b>
Staffing	0	0	0	0	6	7	<b>13</b>
Level 4I Consultant	0	0	0	0	0	0	<b>0</b>
P&I (consumer funds)	0	0	0	0	0	0	<b>0</b>
<b>Total Number of Audits</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>7</b>	<b>11</b>	<b>20</b>

***Number of Appeals / Recoveries***

State Appeal	0	0	0	0	0	2	<b>2</b>
Recovery	0	0	0	0	3	6	<b>9</b>

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

Amount of Recovery	\$0.00	\$0.00	\$0.00	\$0.00	\$2,350.14	\$88,631.74	<b>\$90,981.88</b>
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## FAMILY SUPPORTS

### Related Guiding Principles

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

### *Fiscal Year 2021-22*

#### Number of Authorizations for Voucher Services

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

#### Number of Authorizations for Voucher Services

Type of Service	Jan.	Feb.	Mar.	Apr.	May	June
Day Care - Family Member	77	79	79	82	84	76
Diapers - Family Member	10	9	10	9	7	7
Nursing Service - Family Member	62	62	60	61	62	62
Respite Service - Family Member	599	603	612	604	619	613
Transportation - Family Member	140	144	145	142	145	151
<b>Total Number of Voucher Authorizations</b>	<b>888</b>	<b>897</b>	<b>906</b>	<b>898</b>	<b>917</b>	<b>909</b>

## FAMILY SUPPORTS

### Related Guiding Principles

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

### Notifications of Community Events and Activities

**Fiscal Year 2021-22**

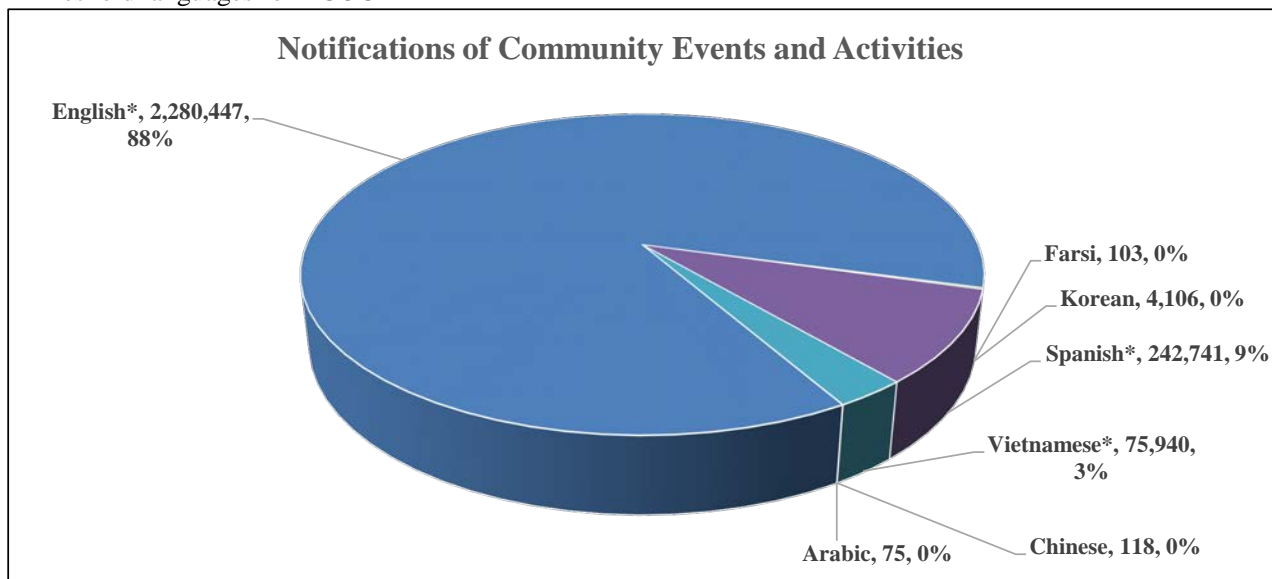
#### Number of Notifications

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

#### Number of Notifications

Language	Jan.	Feb.	Mar.	Apr.	May	June	Total
English*	178,305	279,247	218,310	341,222	319,384	163,796	2,280,447
Farsi	103						103
Korean	1,069		196	934	402		4,106
Spanish*	19,783	29,494	24,559	24,110	42,436	16,585	242,741
Vietnamese*	3,692	7,062	11,917	5,432	19,127	7,055	75,940
Chinese	118			87	156		118
Arabic	75						75
<b>Total Number of Notifications</b>	<b>203,145</b>	<b>315,803</b>	<b>254,982</b>	<b>371,785</b>	<b>381,505</b>	<b>187,436</b>	<b>2,603,530</b>

\* Threshold languages for RCOC



## FAMILY SUPPORTS

### Related Guiding Principles

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

### Community Outreach

*Fiscal Year 2021-22*

#### Number of Outreach Events

Type of Outreach / Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	
<b>In Person</b>							
English	6	9	10	13	7	5	
Spanish	3			2	1	1	
Vietnamese	1		4	2	1		
Other Languages					1	2	(Korean)
<b>In Print</b>							
English				1	1	1	
Spanish	1	3	3		1		
Vietnamese		3			1		
Other Languages							
<b>TV / Radio</b>							
English	1	1					
Spanish							
Vietnamese	4	6	4	5	4	4	
Other Languages							
<b>Total Number of Outreach Events</b>	<b>16</b>	<b>22</b>	<b>21</b>	<b>23</b>	<b>17</b>	<b>13</b>	

#### Number of Outreach Events

Language	Jan.	Feb.	Mar.	Apr.*	May*	June*	Total
<b>In Person</b>							
English	4	6	13	10	1		<b>84</b>
Spanish		2	2	1			<b>12</b>
Vietnamese	1	5		2			<b>16</b>
Other Languages				1			<b>4</b>
<b>In Print</b>							
English	1	1	2	3	6	1	<b>17</b>
Spanish					1		<b>9</b>
Vietnamese					1	1	<b>6</b>
Other Languages							<b>0</b>
<b>TV / Radio</b>							
English (Blog)	1			1			<b>4</b>
Spanish							<b>0</b>
Vietnamese	5	4	4	4			<b>44</b>
Other Languages							<b>0</b>
<b>Total Number of Outreach Events</b>	<b>12</b>	<b>18</b>	<b>21</b>	<b>22</b>	<b>9</b>	<b>2</b>	<b>196</b>

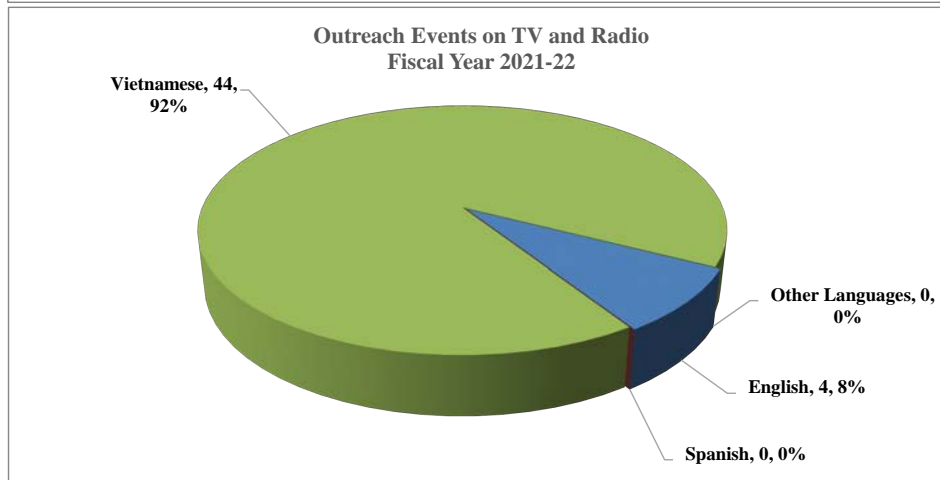
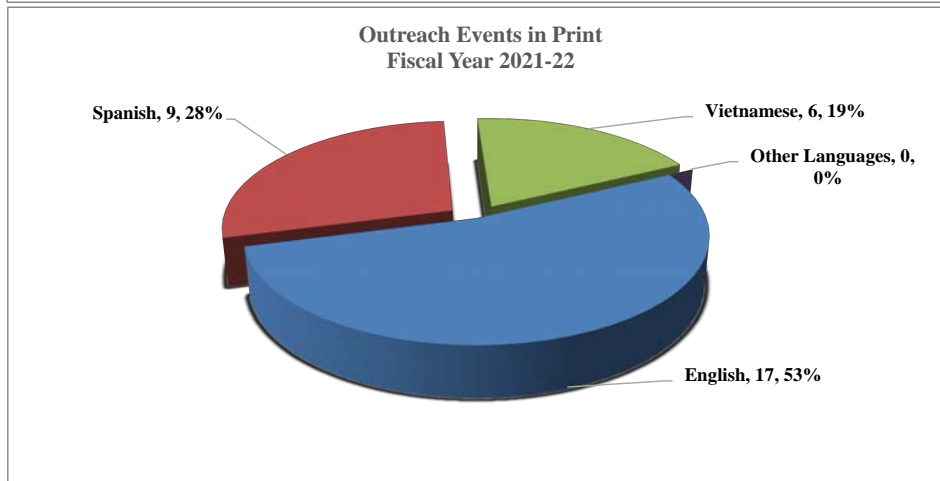
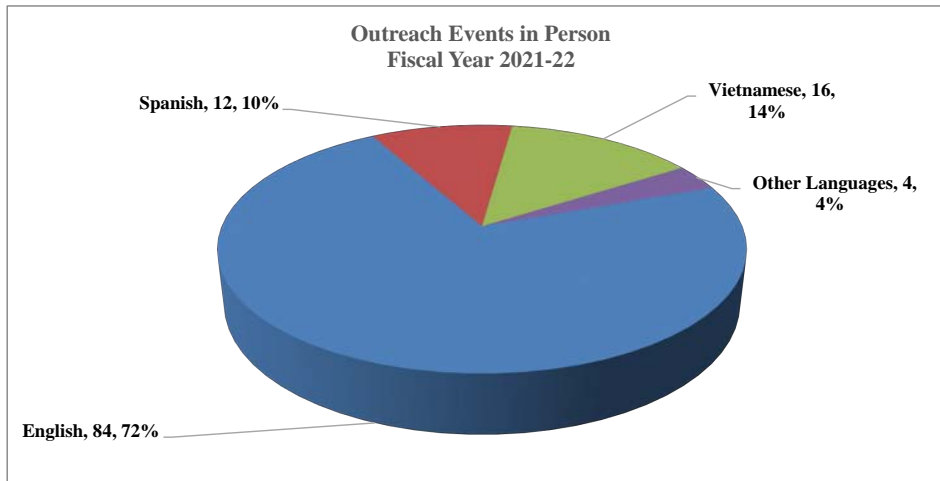
\* Virtual Meetings

## FAMILY SUPPORTS

### Related Guiding Principles

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

### Community Outreach Events in Person, in Print, on TV and Radio Fiscal Year 2021-22



## EARLY INTERVENTION / PREVENTION

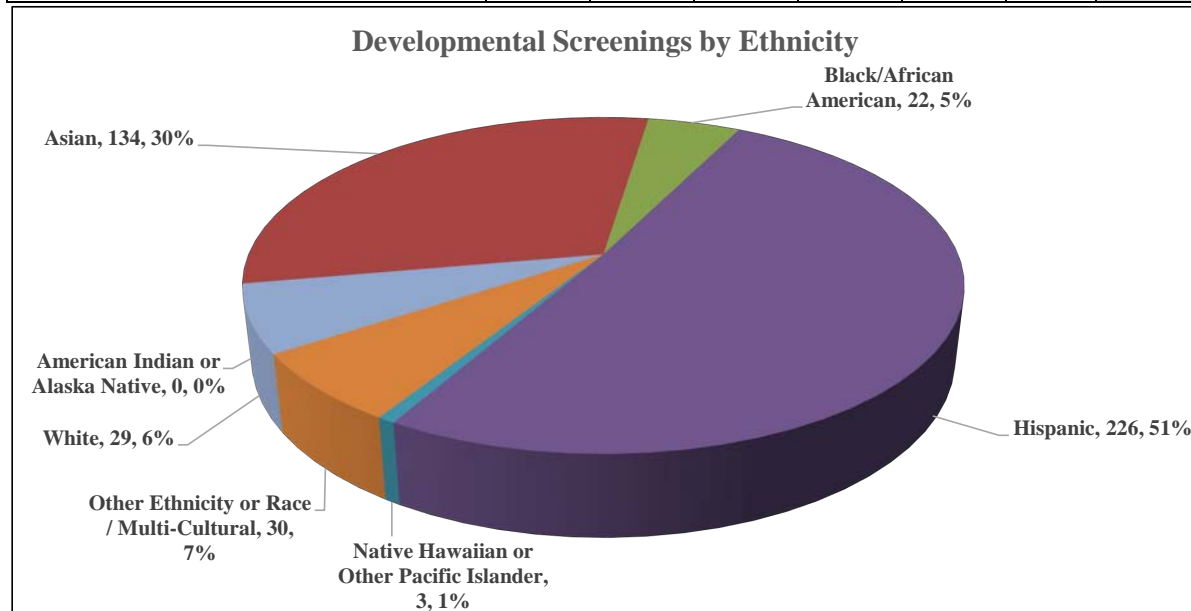
### Related Guiding Principles

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

### Fiscal Year 2021-22

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

Developmental Screenings by Ethnicity	Jan.	Feb.	Mar.	Apr.	May	June	Total
American Indian or Alaska Native	0	0	0	0	0	0	0
Asian	0	0	14	5	6	20	134
Black/African American	5	1	0	9	0	0	22
Hispanic	0	27	35	35	35	39	226
Native Hawaiian or Other Pacific Islander	0	0	0	0	0	3	3
Other Ethnicity or Race / Multi-Cultural	1	1	1	4	6	3	30
White	0	3	1	6	0	6	29
<b>Total Number Screened</b>	<b>6</b>	<b>32</b>	<b>51</b>	<b>59</b>	<b>47</b>	<b>71</b>	<b>444</b>
<b>Total Number Referred to RCOC</b>	<b>1</b>	<b>9</b>	<b>10</b>	<b>14</b>	<b>17</b>	<b>21</b>	<b>121</b>





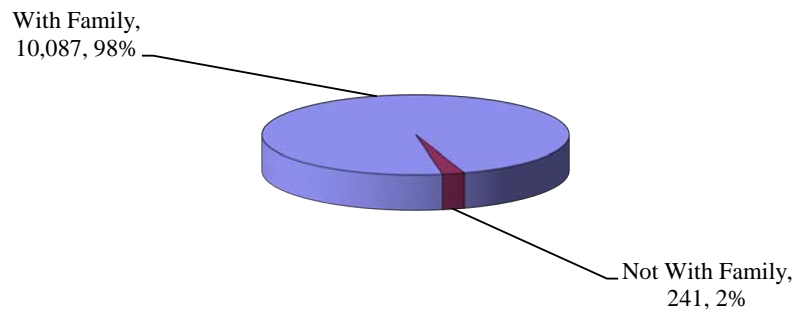
## LIVING OPTIONS

### Related Guiding Principles

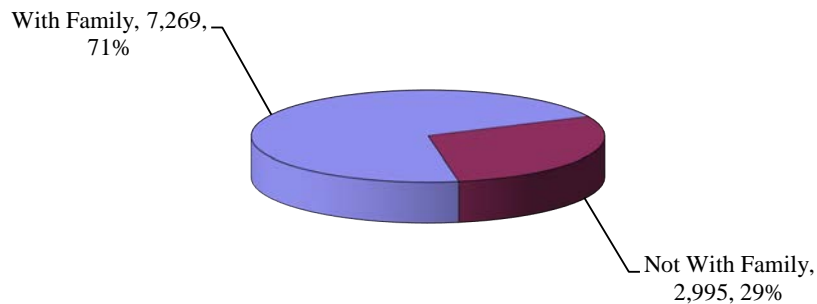
- *Culturally-sensitive services and supports are provided so that persons served can make informed choices on where and with whom they live, including owning or renting their own homes.*
- *Families whose minor or adult children choose to remain in the family home are supported through available resources.*
- *Persons served live in homes where they receive quality care and can form relationships.*

Where Persons Served Live	Persons Served All	Persons Served Under 18	Persons Served Over 18
With Family	17,356	10,087	7,269
Not With Family	3,236	241	2,995
<b>Totals</b>	<b>20,592</b>	<b>10,328</b>	<b>10,264</b>

**Where Persons Served Under 18 Live**



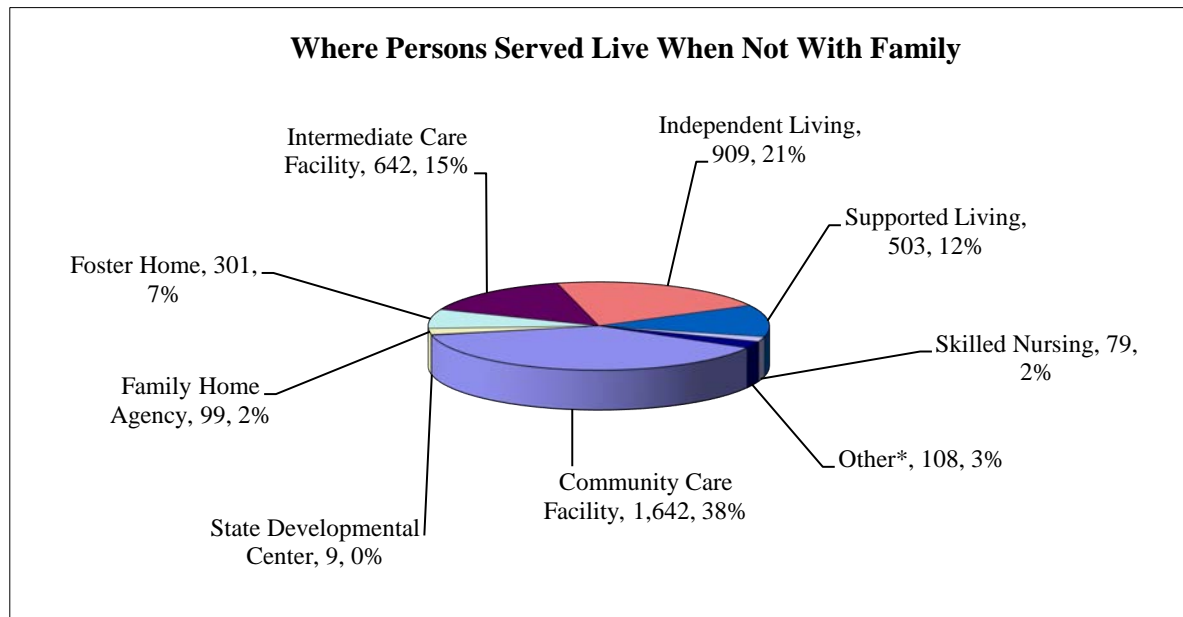
**Where Persons Served Over 18 Live**



## LIVING OPTIONS, continued

Where Persons Served Live	All Persons Served	Persons Served Under 18	Persons Served Over 18
Family Home	19,619	10,873	8,746
Community Care Facility	1,642	20	1,622
State Developmental Center	9	0	9
Family Home Agency	99	0	99
Foster Home	301	295	6
Intermediate Care Facility	642	4	638
Independent Living	909	0	909
Supported Living	503	0	503
Skilled Nursing	79	0	79
Other*	108	21	87
<b>Total</b>	<b>23,911</b>	<b>11,213</b>	<b>12,698</b>

<b>Other*</b>			
Acute General Hospital	2	0	2
California Youth Authority	1	1	0
Community Treatment	1	1	0
Correctional Institution	0	0	0
County Jail	2	0	2
Other	0	0	0
Out of State	2	0	2
Psychiatric Treatment	18	1	17
Rehabilitation Center	7	0	7
SDC / State Hospital	8	0	8
Sub-Acute	47	18	29
Transient / Homeless	20	0	20
<b>Total, Other*</b>	<b>108</b>	<b>21</b>	<b>87</b>



## LIVING OPTIONS, continued

### Other Living Options

#### Family Home Agency

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

#### Foster Family Agency

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

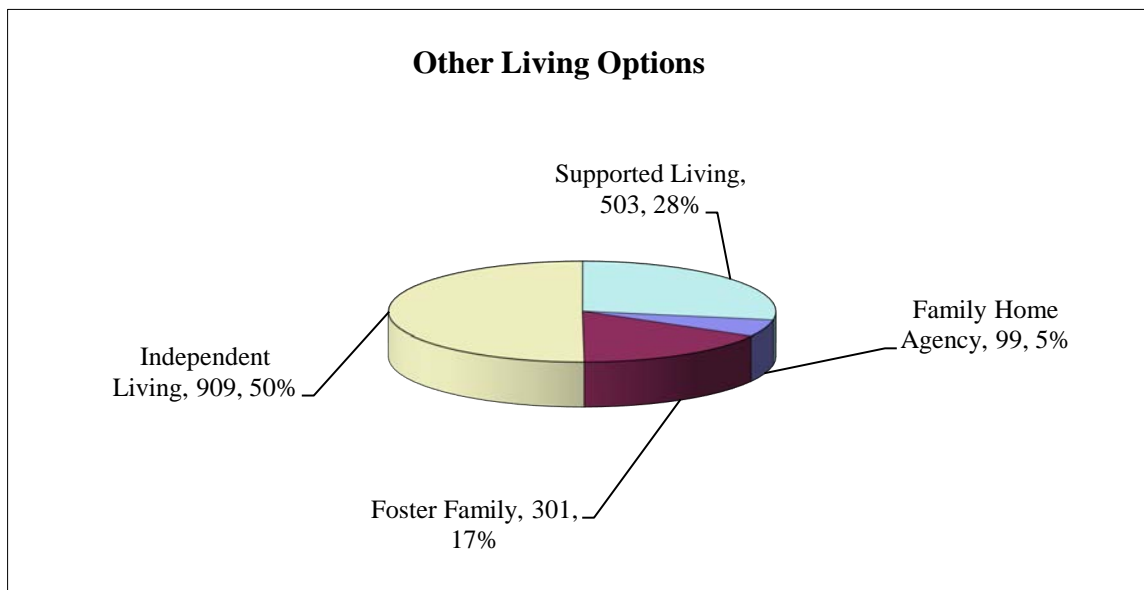
#### Independent Living

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

#### Supported Living

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

Other Living Options	Total	Under 18	Over 18
Family Home Agency	99	0	99
Foster Family	301	295	6
Independent Living	909	0	909
Supported Living	503	0	503
<b>Total</b>	<b>1,812</b>	<b>295</b>	<b>1,517</b>



## **LIVING OPTIONS, continued**

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

#### **Health Licensed Facilities**

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

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

#### **Community Care Licensed Facilities**

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

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

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

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

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

## LIVING OPTIONS, continued

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

Licensed Facilities	Total	Over 18	Under 18
Level 2	208	208	0
Level 3	276	276	0
Level 4A	33	33	0
Level 4B	5	5	0
Level 4C	50	50	0
Level 4D	35	35	0
Level 4E	21	21	0
Level 4F	61	61	0
Level 4G	31	31	0
Level 4H	1	1	0
Level 4I	322	320	2
Elderly	1	1	0
ICF/DD-H	1	1	0
ICF/DD-N	5	5	0
ICF/DD	0	0	0
Skilled Nursing	0	0	0
<b>Total</b>	<b>1,050</b>	<b>1,048</b>	<b>2</b>

Licensed Facilities Summary	Total	Over 18	Under 18
Level 2	208	208	0
Level 3	276	276	0
Level 4	559	557	2
ICF/DD-H	1	1	0
ICF/DD-N	5	5	0
Elderly	1	1	0
Skilled Nursing	0	0	0
<b>Total</b>	<b>1,050</b>	<b>1,048</b>	<b>2</b>

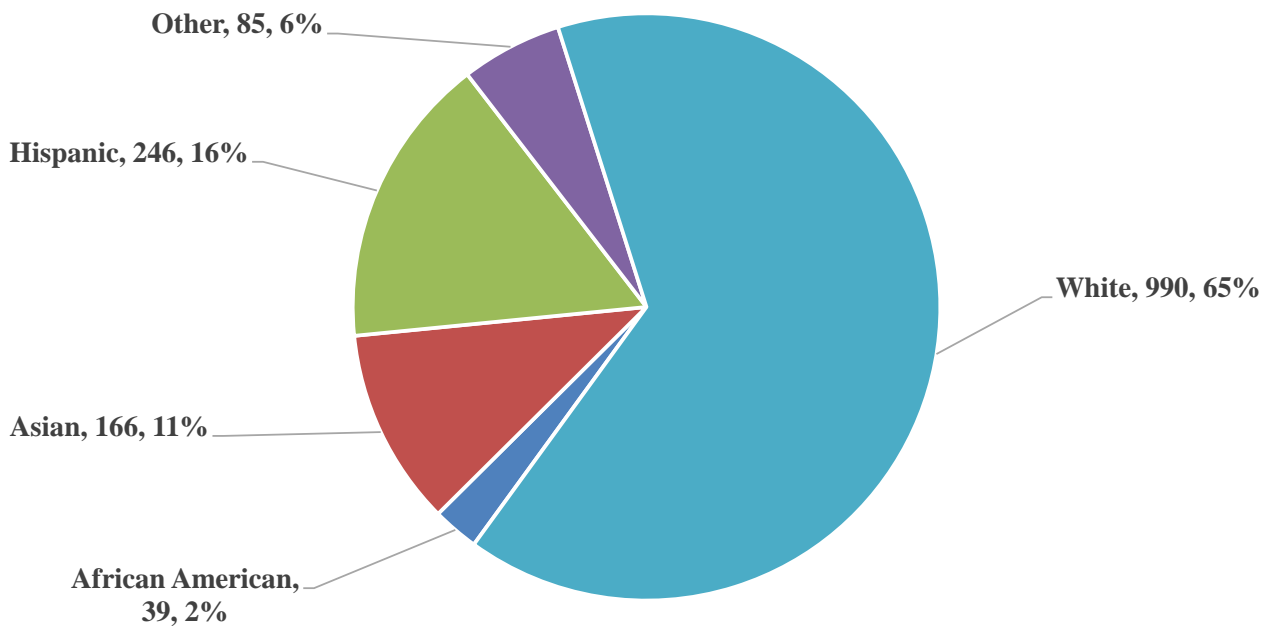
## LIVING OPTIONS, continued

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

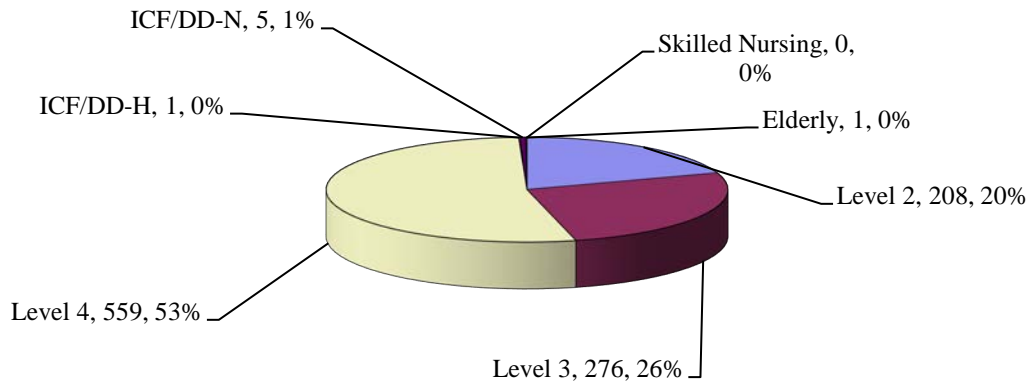
*Fiscal Year 2021-22*

Licensed Facilities	African American	Asian	Hispanic	Other	White	Total
Level 2	9	25	51	11	222	318
Level 3	9	30	61	23	246	369
Level 4A	0	5	6	2	25	38
Level 4B	0	1	0	0	8	9
Level 4C	2	11	11	1	56	81
Level 4D	0	8	6	2	28	44
Level 4E	0	3	9	3	21	36
Level 4F	3	14	9	2	40	68
Level 4G	0	7	5	2	33	47
Level 4H	0	0	2	0	1	3
Level 4I	16	62	86	39	310	513
<b>Total</b>	<b>39</b>	<b>166</b>	<b>246</b>	<b>85</b>	<b>990</b>	<b>1,526</b>

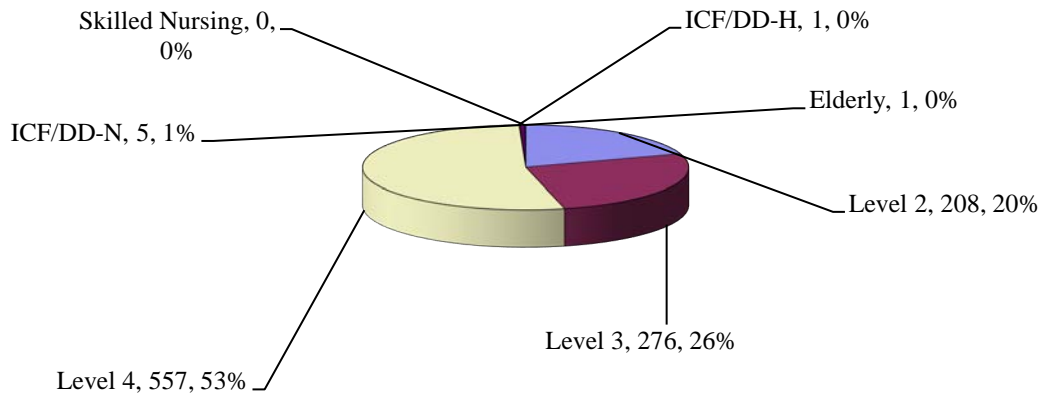
**Residents in Community Care Licensed Facilities by Ethnicity**



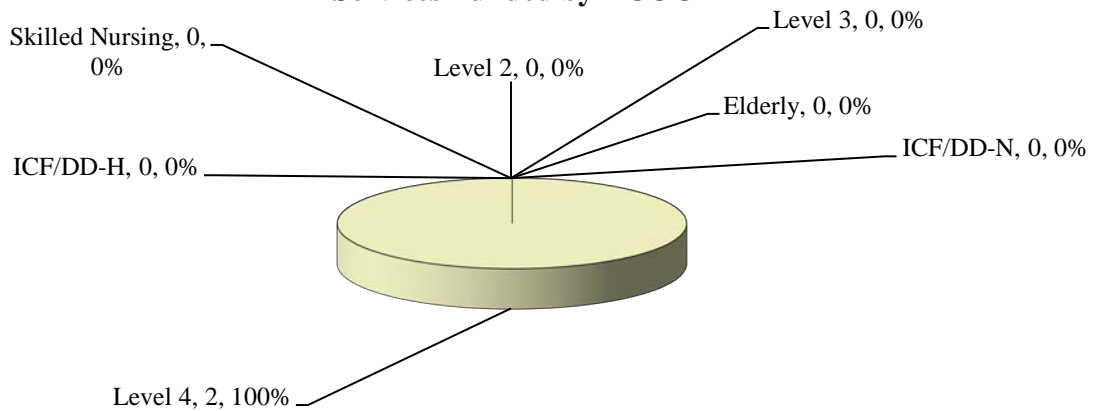
**Persons Served Who Reside in Licensed Facilities  
Services Funded by RCOC**



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



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

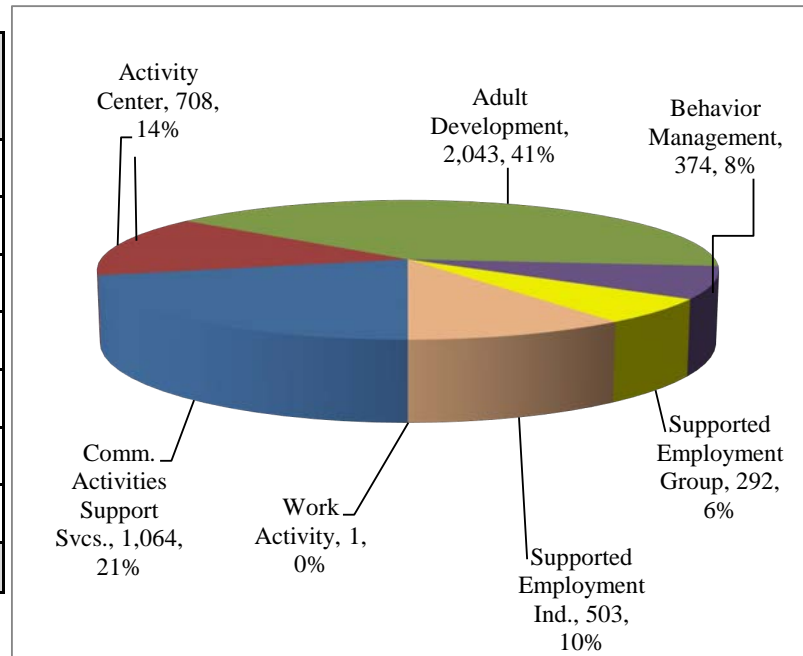


## WORK

### Related Guiding Principle

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

Adult Day & Employment Services	Persons Served Over 18
Comm. Activities Support Svcs.	1,064
Activity Center	708
Adult Development	2,043
Behavior Management	374
Supported Employment Group	292
Supported Employment Ind.	503
Work Activity	1
<b>Total</b>	<b>4,985</b>



### Definitions:

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

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

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

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

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

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



## SERVICE PLANNING AND COORDINATION

### Related Guiding Principles

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

### Service Coordination

#### Fiscal Year 2021-22

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

<b>Service Coordination:</b>	<b>Jan.</b>	<b>Feb.</b>	<b>Mar.</b>	<b>Apr.</b>	<b>May</b>	<b>June</b>
Number of Service Coordinators (SC)	304.0	316.0	323.3	330.3	336.3	329.9
Number of Case-Carrying SCs	278.4	290.4	297.7	304.7	310.7	304.4
Number of Intake SCs	25.7	25.7	25.7	25.7	25.7	25.7
Number of State Developmental Center SCs	0.0	0.0	0.0	0.0	0.0	0.0
Number of Active Persons Served	23,439	23,462	23,564	23,673	23,767	23,871
Caseload Ratio, # of Active Persons Served/SCs	84.2	80.8	79.2	77.7	76.5	78.4

**SERVICE PLANNING AND COORDINATION continued**

**Fair Hearings**

**Fiscal Year 2021-22**

	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June
<b>Number of Unsettled Hearing Requests*</b>	<b>18</b>	<b>9</b>	<b>6</b>	<b>14</b>	<b>10</b>	<b>13</b>	<b>13</b>	<b>7</b>	<b>12</b>	<b>17</b>	<b>12</b>	<b>14</b>
Eligibility - Lanterman	2	1	1	0	1	3	2	1	2	3	2	2
Behavioral services	5	2	2	2	1	1	1	0	1	1	1	2
Respite	2	2	2	5	4	2	2	1	2	4	4	5
Day Care	0	0	0	0	0	0	0	0	0	0	0	0
ILS/SLS	0	0	0	0	0	0	0	0	0	0	0	0
Personal Assistance	2	1	1	3	3	2	2	1	3	3	2	2
Other**	7	3	0	4	1	5	6	4	4	6	3	9

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

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

<b>Number of New Hearing Requests Filed*</b>	<b>3</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>6</b>	<b>6</b>	<b>2</b>	<b>8</b>	<b>8</b>	<b>3</b>	<b>13</b>
Eligibility - Lanterman	1	0	0	0	1	3	1	1	1	2	1	2
Eligibility - Early Start	0	0	0	0	0	0	0	0	0	0	0	0
Behavioral services	0	0	0	0	0	0	0	0	1	0	0	1
Respite	1	1	0	1	0	0	1	0	2	2	0	3
Day Care	0	0	0	0	0	0	0	0	0	0	0	0
Social/Recreational	0	0	0	0	0	0	0	0	0	0	0	0
Personal Assistance	0	0	0	1	0	0	1	0	3	2	0	2
Other**	1	1	0	0	0	3	3	1	1	2	2	5

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

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

<b>Number of All Meetings Held</b>	<b>8</b>	<b>3</b>	<b>2</b>	<b>4</b>	<b>5</b>	<b>3</b>	<b>6</b>	<b>3</b>	<b>5</b>	<b>9</b>	<b>6</b>	<b>6</b>
Number of Informal Meetings Held	4	3	2	3	3	2	4	0	4	9	3	5
Number of Mediations Held	1	0	0	0	2	0	0	2	1	0	2	1
Number of SLFHs Held	3	0	0	1	0	1	2	1	0	0	1	0

<b>Number of Requests in Scheduling*</b>	<b>0</b>	<b>3</b>	<b>4</b>	<b>7</b>	<b>1</b>	<b>9</b>	<b>6</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>2</b>
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\* Meetings in process of being scheduled; meetings on schedule but not yet held; meetings scheduled but not held due to continuances.

<b>Number of Requests Pending*</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
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\* State Level Fair Hearing (SLFH) held but awaiting decision.

<b>Number of Requests Settled</b>	<b>10</b>	<b>3</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>4</b>	<b>7</b>	<b>5</b>	<b>6</b>
Withdrawn by Person Served/Family	5	2	0	0	0	0	0	0	0	0	1	2
Settled in Informal	1	1	0	2	2	1	0	0	0	6	3	2
Settled after further follow-up by RCOC	0	0	0	0	0	0	0	0	4	1	1	0
Settled in Mediation	1	0	0	0	1	0	0	0	0	0	0	1
SLFH Decision	3	0	0	0	1	0	0	1	0	0	0	1

**State Level Fair Hearing Decisions**

<b>Prevailing Party</b>												
Person Served/Family	0	0	0	0	0	0	0	0	0	0	0	0
RCOC	3	0	0	0	1	0	0	1	0	0	0	1
Split	0	0	0	0	0	0	0	0	0	0	0	0

## ADMINISTRATION AND GOVERNANCE

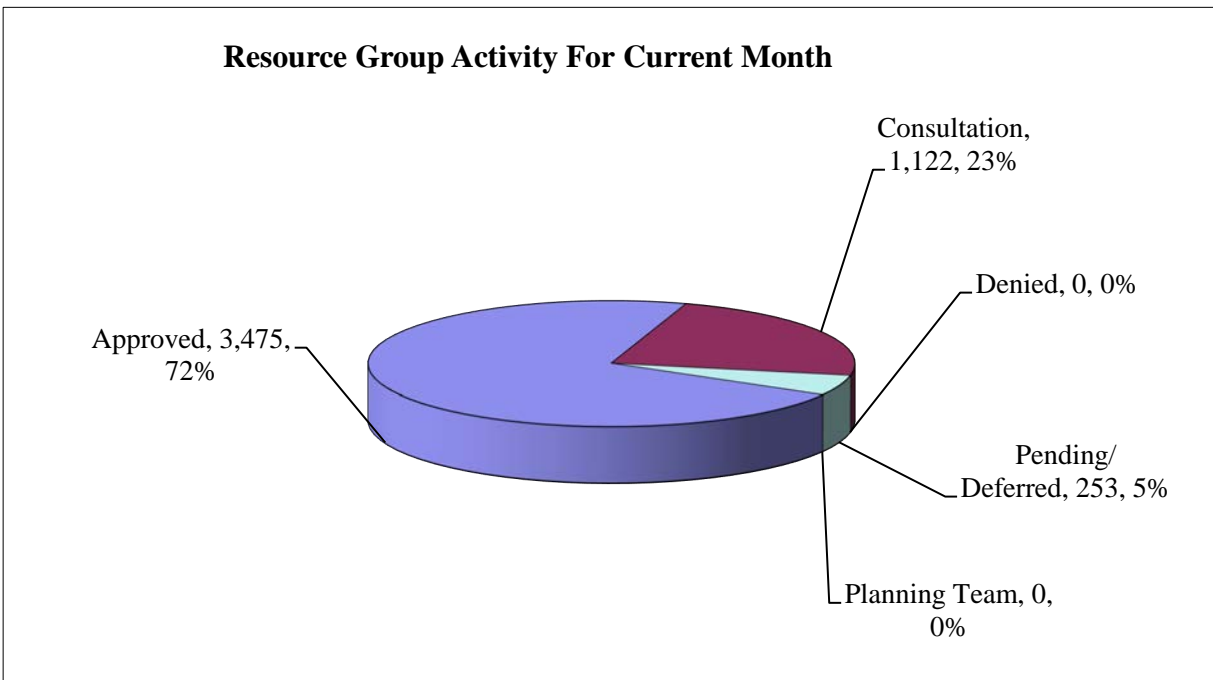
### Guiding Principle

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

### Resource Group Activity for June 2022 and Fiscal Year to Date

Disposition	Approved	Consultation	Denied	Pending/Deferred	Planning Team	Total
Adult Day	832	368	0	66	0	1,266
Behavioral	125	115	0	17	0	257
Education	0	0	0	0	0	0
Eligibility/Health	96	1	0	5	0	102
Early Start	685	106	0	42	0	866
Living Options	215	184	0	10	0	409
Supported/Ind.	311	135	0	14	0	460
All Others	1211	213	0	99	0	1,523
<b>Monthly Total</b>	<b>3,475</b>	<b>1,122</b>	<b>0</b>	<b>253</b>	<b>0</b>	<b>4,883</b>

<b>FY 2021-22 Total to Date</b>	38,039	13,880	0	2,524	0	<b>54,443</b>
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## Operations Report Summary - June 2022

About Persons Served	Early Start	Medicaid Waiver	All Other	SDC	Total	Under 18	Over 18
Number of Persons Served	3,400	8,501	8,682	9	<b>20,592</b>	10,328	10,264
<i>Percentage of Total</i>	<i>17%</i>	<i>41%</i>	<i>42%</i>	<i>0%</i>	<i>100%</i>	<i>50%</i>	<i>50%</i>

<b>Children served in Prevention Resource and Referral Services</b>	<b>458</b>
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Persons Served by Residence Status	All	Under 18	Over 18
Family Home	19,619	10,873	8,746
Community Care Facility	1,642	20	1,622
State Developmental Center	9	0	9
Family Home Agency	99	0	99
Foster Home	301	295	6
Intermediate Care Facility	642	4	638
Independent Living	909	0	909
Supported Living	503	0	503
Skilled Nursing	79	0	79
Other	108	21	87
<b>Total</b>	<b>23,911</b>	<b>11,213</b>	<b>12,698</b>

Special Incident Investigations	Year to Date
AWOL	64
Abuse	158
Neglect	173
Injury	244
Hospitalizations - Total	429
Death	162
Victim of crime	21
Arrest	9
Rights	253
<b>Total</b>	<b>1,513</b>

### Number of Licensed Facilities

Community Care Facilities	Total	Under 18	Over 18
Level 2	77	0	77
Level 3	79	0	79
Level 4	187	12	175
<b>Total Community Care Facilities</b>	<b>343</b>	<b>12</b>	<b>331</b>

Licensed Facility Monitoring	Year to Date
Annual Review	463
Unannounced	526
Total Number of Reviews	989
Provider Trainings	0
Technical Support	1,740
Corrective Action Plans	40

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

<b>Number of Audits</b>	<b>20</b>
<b>Amount of Recovery from Audits</b>	<b>\$90,982</b>

<b>Total Licensed Facilities</b>	<b>466</b>
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## Summary of Information About Persons Served - July 2022

NUMBER OF PERSONS SERVED	24,005	100%
Children - Birth to Age Three Receiving Early Start Services	3,418	14%
Children - Ages Three to Five Receiving Provisional Services	460	2%
Children - Ages Three to 17 Receiving Lanterman Services	7,385	31%
Adults - Ages 18 and Older Receiving Lanterman Services	12,742	53%

<b>Children - Birth to Age Three Receiving Prevention Resource and Referral Services</b>	<b>499</b>
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*Children and Adults - Ages Three and Older Receiving Lanterman Services with the Following Diagnoses:*

Intellectual Disability	11,630	60%
Epilepsy	2,884	14%
Cerebral Palsy	2,569	13%
Autism	8,965	44%
Fifth Category*	1,757	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	361
Early Start / Under Age Three / 45 days to complete determination	297 82%
Lanterman / Over Age Three / 120 days to complete determination	61 17%
Provisional / Up to Age Five / 90 days to complete determination	3 1%

NUMBER OF PERSONS DETERMINED ELIGIBLE	94
Children - Birth to Age Three Eligible for Early Start Services	0
Children and Adults - Ages Three and Older Eligible for Lanterman Services	34
• Number of children who received Early Start services	35
• Number of children who received Early Start services and had a diagnosis of autism	25
Children - Birth to Age Three Eligible for Prevention Resource and Referral Services	0

NUMBER OF CHILDREN NO LONGER ELIGIBLE FOR EARLY START OR PREVENTION RESOURCE AND REFERRAL SERVICES	154
Children - Age Three No Longer Eligible for Early Start Services	153
Children - Age Three No Longer Eligible for Prevention Resource and Referral Services	1

# REGIONAL CENTER OF ORANGE COUNTY



## OPERATIONS REPORT

### JULY 2022 ACTIVITY

#### *Mission Statement*

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

## COMMUNITY LIFE

### Related Guiding Principles

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

### Provider Monitoring, Technical Support and Special Incident Investigation Activities Fiscal Year 2022-23

Type and Number of Reviews	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Annual Review	39					
Unannounced	42					
<b>Total Number of Reviews</b>	<b>81</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Provider Trainings	0					
Technical Support	161					
Corrective Action Plans	1					
Special Incident Investigations*	9					
COVID-19 Checklist	0					

Type and Number of Reviews	Jan.	Feb.	Mar.	Apr.	May	June	Total
Annual Review							39
Unannounced							42
<b>Total Number of Reviews</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>81</b>

Provider Trainings							0
Technical Support							161
Corrective Action Plans							1
Special Incident Investigations*							9

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

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

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

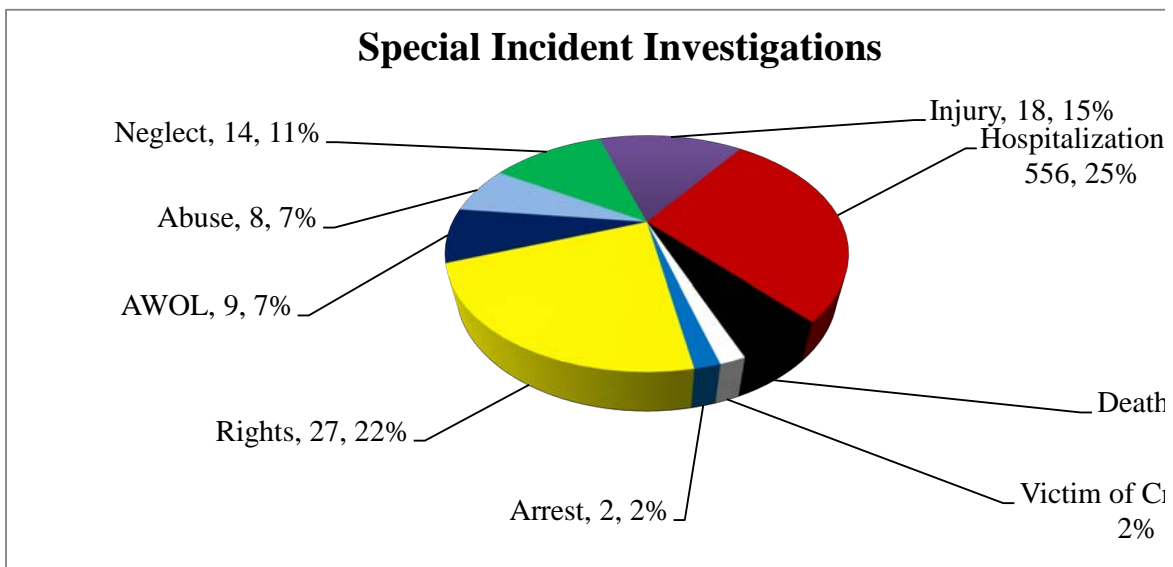
Title 17 does not require reporting on arrest or consumer rights violations; however, RCOC includes arrest and rights violations as reportable incidents.



**Type and Number of Special Incident Investigations**  
**Fiscal Year 2022-23**

Type of Incident	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
AWOL	9					
Abuse	8					
Neglect	14					
Injury	18					
Hospitalizations - Total	34					
<i>Psychiatric</i>	4					
<i>Medical</i>	30					
Death	7					
Victim of crime	2					
Arrest	2					
Rights	27					
<b>Total</b>	<b>121</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Type of Incident	Jan.	Feb.	Mar.	Apr.	May	June	Total
AWOL							9
Abuse							8
Neglect							14
Injury							18
Hospitalizations - Total	0	0	0	0	0	0	34
<i>Psychiatric</i>							4
<i>Medical</i>							30
Death							7
Victim of Crime							2
Arrest							2
Rights							27
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>121</b>



**COMMUNITY LIFE continued**

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

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

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

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

State Appeal						
Recovery						

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

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

***Number of Appeals / Recoveries***

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

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

Amount of Recovery	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>
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## FAMILY SUPPORTS

### Related Guiding Principles

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

### *Fiscal Year 2022-23*

#### Number of Authorizations for Voucher Services

Type of Service	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Day Care - Family Member	68					
Diapers - Family Member	7					
Nursing Service - Family Member	62					
Respite Service - Family Member	595					
Transportation - Family Member	150					
<b>Total Number of Voucher Authorizations</b>	<b>882</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

#### 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						
<b>Total Number of Voucher Authorizations</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

## FAMILY SUPPORTS

### Related Guiding Principles

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

### Notifications of Community Events and Activities

**Fiscal Year 2022-23**

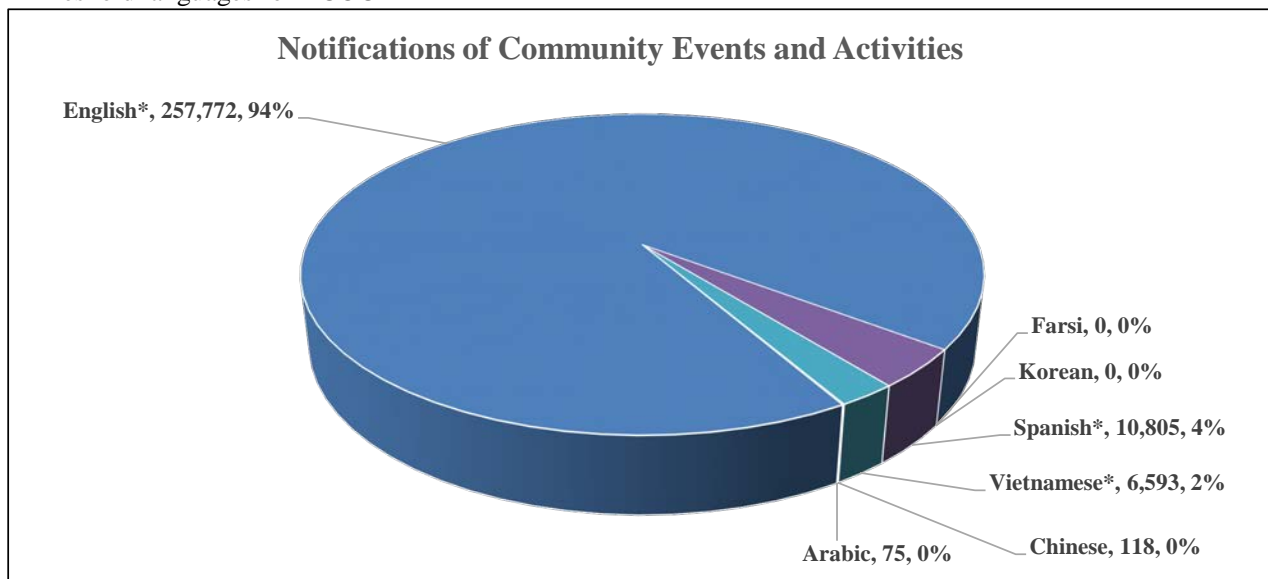
#### Number of Notifications

Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
English*	257,772					
Farsi						
Korean						
Spanish*	10,805					
Vietnamese*	6,593					
<b>Total Number of Notifications</b>	<b>275,170</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

#### Number of Notifications

Language	Jan.	Feb.	Mar.	Apr.	May	June	Total
English*							257,772
Farsi							0
Korean							0
Spanish*							10,805
Vietnamese*							6,593
Chinese							118
Arabic							75
<b>Total Number of Notifications</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>275,363</b>

\* 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 2022-23*

#### Number of Outreach Events

Type of Outreach / Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
<b>In Person</b>						
English						
Spanish	1					
Vietnamese						
Other Languages						
<b>In Print</b>						
English	3					
Spanish	1					
Vietnamese						
Other Languages						
<b>TV / Radio</b>						
English						
Spanish						
Vietnamese						
Other Languages						
<b>Total Number of Outreach Events</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

#### Number of Outreach Events

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

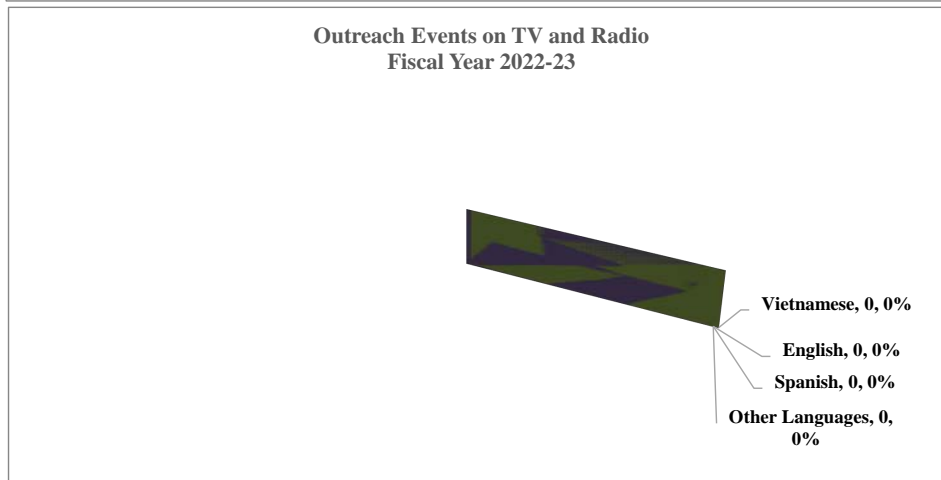
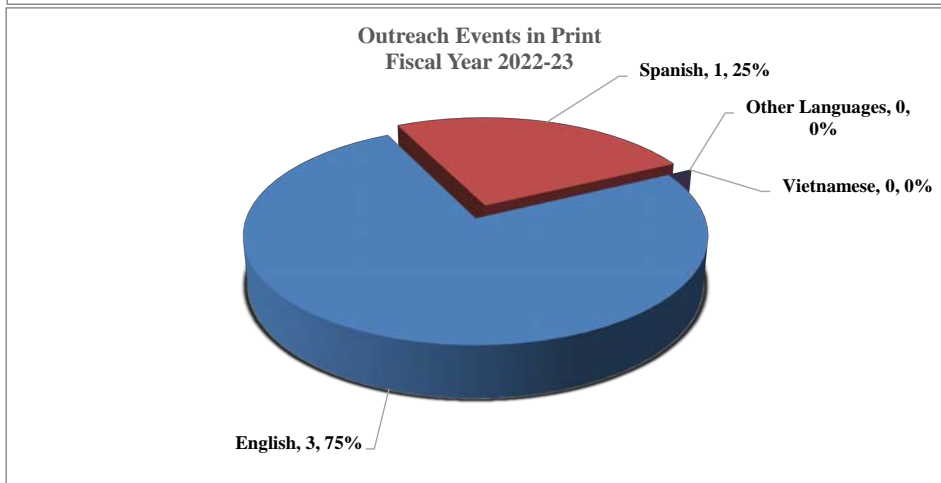
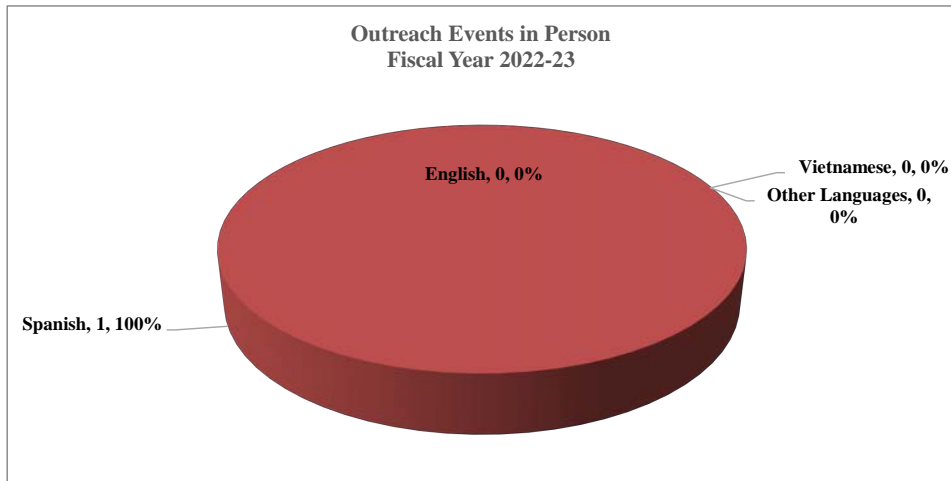
\* Virtual Meetings

## FAMILY SUPPORTS

### Related Guiding Principles

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

### Community Outreach Events in Person, in Print, on TV and Radio Fiscal Year 2022-23



## EARLY INTERVENTION / PREVENTION

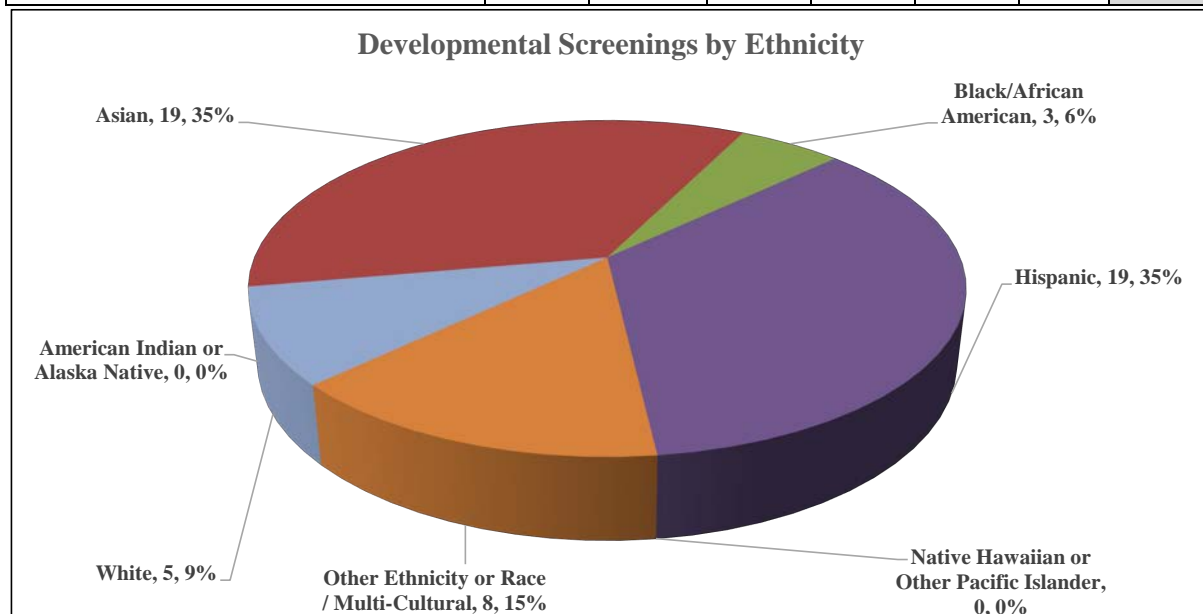
### Related Guiding Principles

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

### Fiscal Year 2022-23

Developmental Screenings by Ethnicity	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
American Indian or Alaska Native	0					
Asian	19					
Black/African American	3					
Hispanic	19					
Native Hawaiian or Other Pacific Islander	0					
Other Ethnicity or Race / Multi-Cultural	8					
White	5					
<b>Total Number Screened</b>	<b>54</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Number Referred to RCOC</b>	<b>18</b>					

Developmental Screenings by Ethnicity	Jan.	Feb.	Mar.	Apr.	May	June	Total
American Indian or Alaska Native							0
Asian							19
Black/African American							3
Hispanic							19
Native Hawaiian or Other Pacific Islander							0
Other Ethnicity or Race / Multi-Cultural							8
White							5
<b>Total Number Screened</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>54</b>
<b>Total Number Referred to RCOC</b>							<b>18</b>



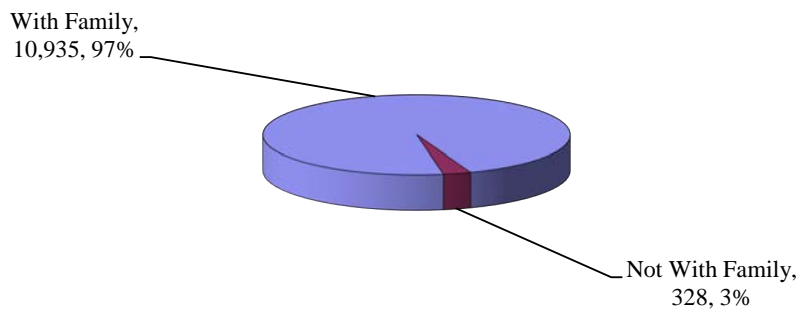
## LIVING OPTIONS

### Related Guiding Principles

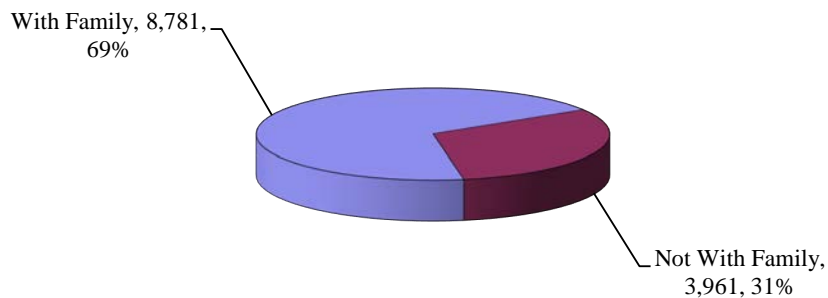
- *Culturally-sensitive services and supports are provided so that persons served can make informed choices on where and with whom they live, including owning or renting their own homes.*
- *Families whose minor or adult children choose to remain in the family home are supported through available resources.*
- *Persons served live in homes where they receive quality care and can form relationships.*

Where Persons Served Live	Persons Served All	Persons Served Under 18	Persons Served Over 18
With Family	19,716	10,935	8,781
Not With Family	4,289	328	3,961
<b>Totals</b>	<b>24,005</b>	<b>11,263</b>	<b>12,742</b>

**Where Persons Served Under 18 Live**



**Where Persons Served Over 18 Live**

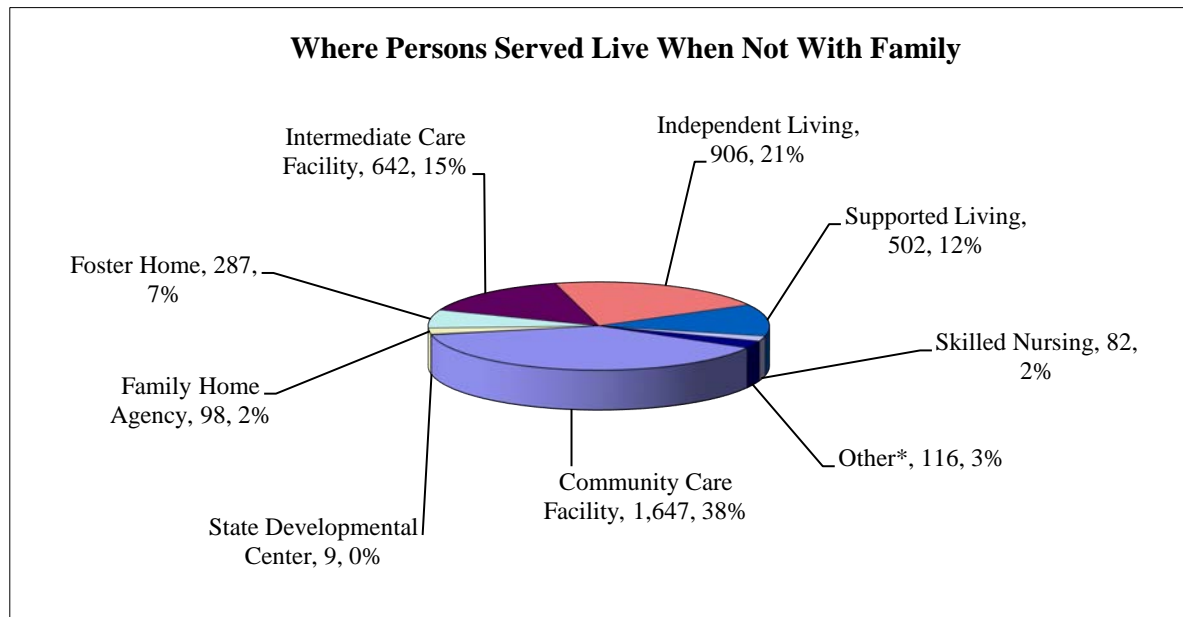




### LIVING OPTIONS, continued

Where Persons Served Live	All Persons Served	Persons Served Under 18	Persons Served Over 18
Family Home	19,716	10,935	8,781
Community Care Facility	1,647	18	1,629
State Developmental Center	9	0	9
Family Home Agency	98	0	98
Foster Home	287	281	6
Intermediate Care Facility	642	4	638
Independent Living	906	0	906
Supported Living	502	0	502
Skilled Nursing	82	0	82
Other*	116	25	91
<b>Total</b>	<b>24,005</b>	<b>11,263</b>	<b>12,742</b>

<b>Other*</b>			
Acute General Hospital	2	0	2
California Youth Authority	1	1	0
Community Treatment	1	1	0
Correctional Institution	0	0	0
County Jail	3	0	3
Other	0	0	0
Out of State	4	2	2
Psychiatric Treatment	19	2	17
Rehabilitation Center	7	0	7
SDC / State Hospital	8	0	8
Sub-Acute	47	18	29
Transient / Homeless	24	1	23
<b>Total, Other*</b>	<b>116</b>	<b>25</b>	<b>91</b>



## LIVING OPTIONS, continued

### **Other Living Options**

#### **Family Home Agency**

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

#### **Foster Family Agency**

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

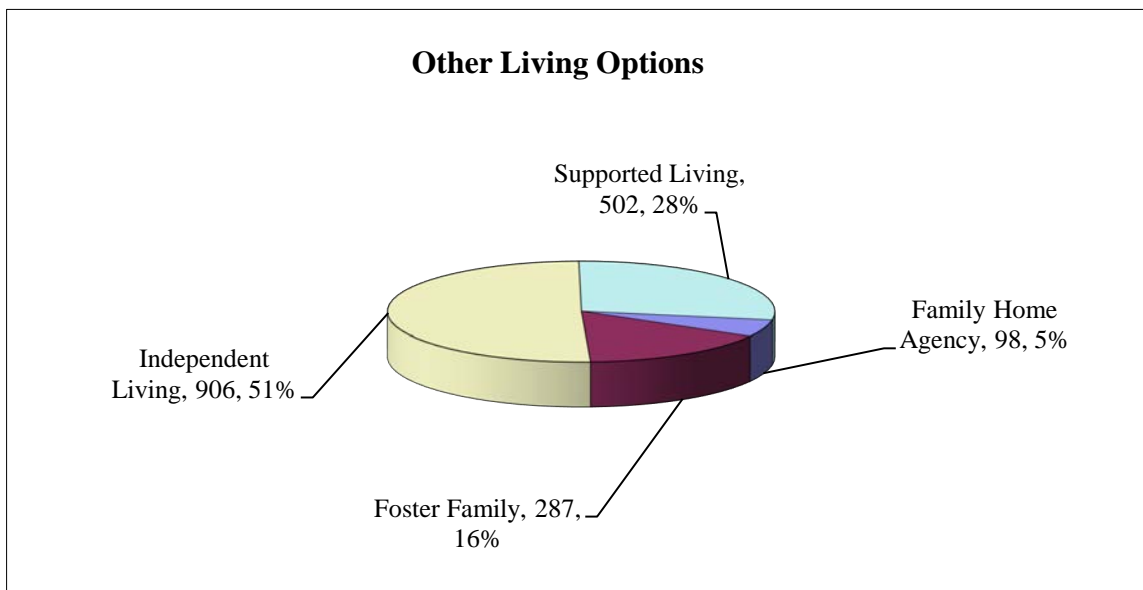
#### **Independent Living**

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

#### **Supported Living**

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

Other Living Options	Total	Under 18	Over 18
Family Home Agency	98	0	98
Foster Family	287	281	6
Independent Living	906	0	906
Supported Living	502	0	502
<b>Total</b>	<b>1,793</b>	<b>281</b>	<b>1,512</b>



## **LIVING OPTIONS, continued**

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

#### **Health Licensed Facilities**

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

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

#### **Community Care Licensed Facilities**

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

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

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

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

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

## LIVING OPTIONS, continued

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

Licensed Facilities	Total	Over 18	Under 18
Level 2	204	204	0
Level 3	277	277	0
Level 4A	33	33	0
Level 4B	5	5	0
Level 4C	50	50	0
Level 4D	35	35	0
Level 4E	21	21	0
Level 4F	62	62	0
Level 4G	30	30	0
Level 4H	1	1	0
Level 4I	322	320	2
Elderly	1	1	0
ICF/DD-H	1	1	0
ICF/DD-N	6	6	0
ICF/DD	0	0	0
Skilled Nursing	0	0	0
<b>Total</b>	<b>1,048</b>	<b>1,046</b>	<b>2</b>

Licensed Facilities Summary	Total	Over 18	Under 18
Level 2	204	204	0
Level 3	277	277	0
Level 4	559	557	2
ICF/DD-H	1	1	0
ICF/DD-N	6	6	0
Elderly	1	1	0
Skilled Nursing	0	0	0
<b>Total</b>	<b>1,048</b>	<b>1,046</b>	<b>2</b>

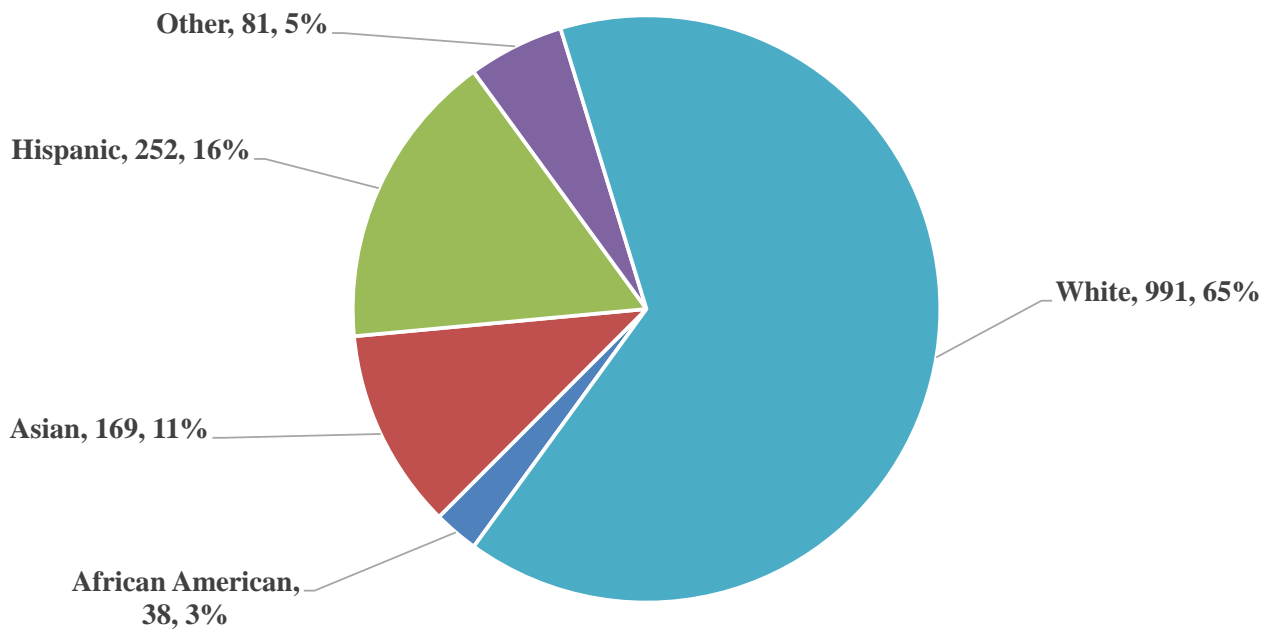
## LIVING OPTIONS, continued

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

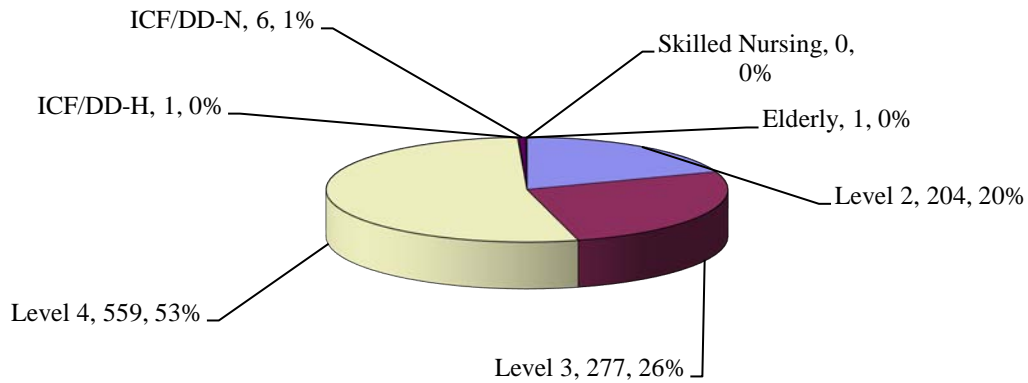
*Fiscal Year 2022-23*

Licensed Facilities	African American	Asian	Hispanic	Other	White	Total
Level 2	9	26	54	11	221	321
Level 3	8	30	61	20	247	366
Level 4A	0	5	6	2	24	37
Level 4B	0	1	0	0	8	9
Level 4C	2	11	10	1	56	80
Level 4D	0	8	6	2	28	44
Level 4E	0	3	9	3	21	36
Level 4F	3	14	10	2	41	70
Level 4G	0	7	5	2	35	49
Level 4H	0	0	2	0	1	3
Level 4I	16	64	89	38	309	516
<b>Total</b>	<b>38</b>	<b>169</b>	<b>252</b>	<b>81</b>	<b>991</b>	<b>1,531</b>

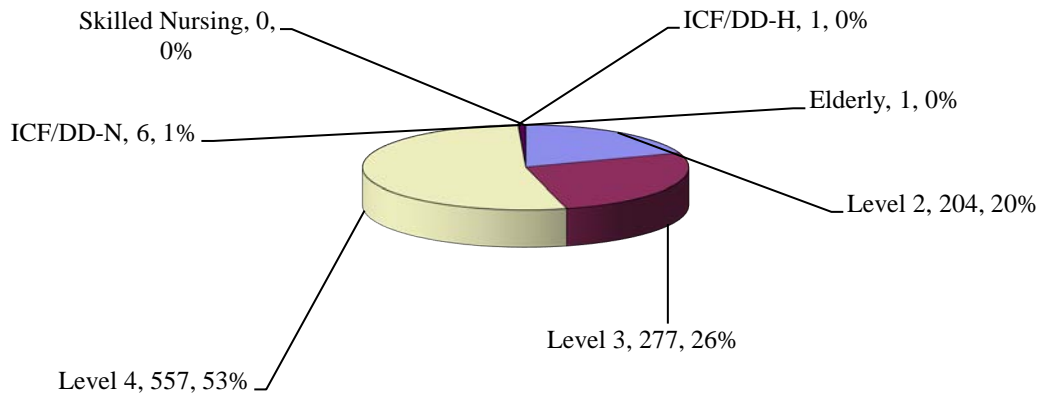
**Residents in Community Care Licensed Facilities by Ethnicity**



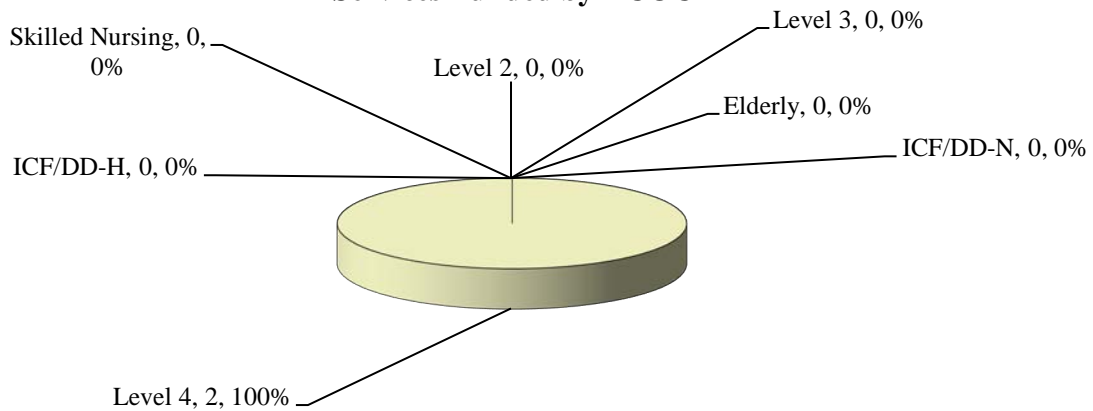
**Persons Served Who Reside in Licensed Facilities  
Services Funded by RCOC**



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



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

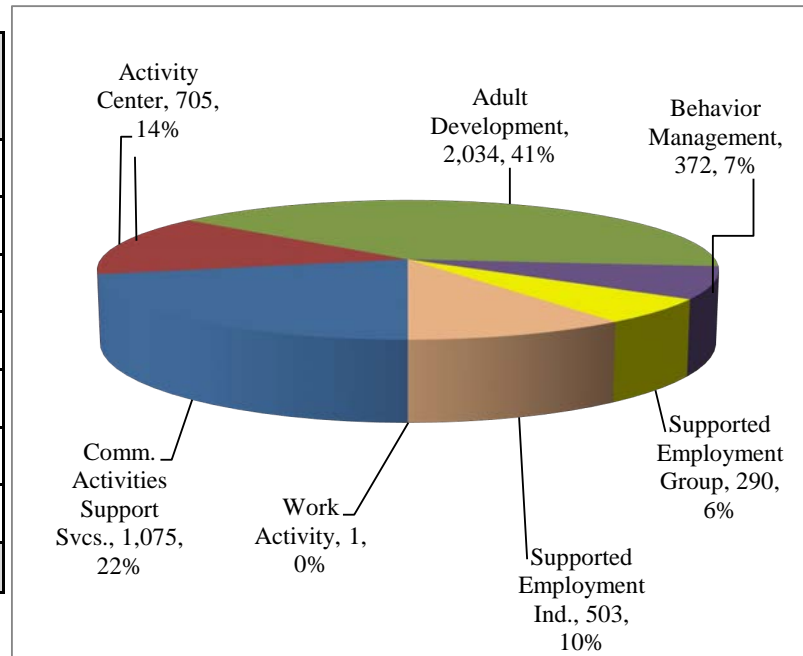


## WORK

### Related Guiding Principle

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

Adult Day & Employment Services	Persons Served Over 18
Comm. Activities Support Svcs.	1,075
Activity Center	705
Adult Development	2,034
Behavior Management	372
Supported Employment Group	290
Supported Employment Ind.	503
Work Activity	1
<b>Total</b>	<b>4,980</b>



### Definitions:

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

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

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

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

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

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

## SERVICE PLANNING AND COORDINATION

### Related Guiding Principles

- *Service coordinators are caring, knowledgeable and competent in service planning, coordination and resources.*
- *Service coordinators inform families of their rights and the services and supports available to them.*
- *Service planning and coordination is a collaborative effort between RCOC, persons served and their families to identify needed services and supports.*
- *Person-centered planning is based upon the choices and preferences of the persons served and their families, and the identification of generic services and natural supports.*
- *Services and supports assist person served and their families to develop support networks leading to reduced dependence on paid supports.*
- *Services and supports are sensitive to the diverse religious, cultural, language, socioeconomic and ethnic characteristics of persons' served and their families' communities.*

### Service Coordination

#### Fiscal Year 2022-23

Service Coordination:	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Number of Service Coordinators (SC)	322.0					
Number of Case-Carrying SCs	296.4					
Number of Intake SCs	25.7					
Number of Active Persons Served	23,980					
Caseload Ratio, # of Active Persons Served/SCs	80.9					

Service Coordination:	Jan.	Feb.	Mar.	Apr.	May	June
Number of Service Coordinators (SC)						
Number of Case-Carrying SCs						
Number of Intake SCs						
Number of State Developmental Center SCs						
Number of Active Persons Served						
Caseload Ratio, # of Active Persons Served/SCs						



**SERVICE PLANNING AND COORDINATION continued**

**Fair Hearings**

**Fiscal Year 2022-23**

	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June
<b>Number of Unsettled Hearing Requests*</b>	<b>15</b>											
Eligibility - Lanterman	3											
Behavioral services	1											
Respite	3											
Day Care												
ILS/SLS												
Personal Assistance	2											
Other**	10											

\* Hearing Requests may list more than one issue; so, the number of issues may equal more than the number of hearing requests.

\*\* Other issues include but are not limited to living options.

<b>Number of New Hearing Requests Filed*</b>	<b>9</b>											
Eligibility - Lanterman	3											
Eligibility - Early Start												
Behavioral services												
Respite	1											
Day Care												
Social/Recreational												
Personal Assistance												
Other**	5											

\* Hearing Requests may list more than one issue; so, the number of issues may equal more than the number of hearing requests.

\*\* Other issues include but are not limited to living options.

<b>Number of All Meetings Held</b>	<b>7</b>											
Number of Informal Meetings Held	7											
Number of Mediations Held												
Number of SLFHs Held												

<b>Number of Requests in Scheduling*</b>	<b>4</b>											
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\* Meetings in process of being scheduled; meetings on schedule but not yet held; meetings scheduled but not held due to continuances.

<b>Number of Requests Pending*</b>	<b>0</b>											
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\* State Level Fair Hearing (SLFH) held but awaiting decision.

<b>Number of Requests Settled</b>	<b>4</b>											
Withdrawn by Person Served/Family												
Settled in Informal	4											
Settled after further follow-up by RCOC												
Settled in Mediation												
SLFH Decision												

**State Level Fair Hearing Decisions**

<b>Prevailing Party</b>												
Person Served/Family												
RCOC												
Split												

## ADMINISTRATION AND GOVERNANCE

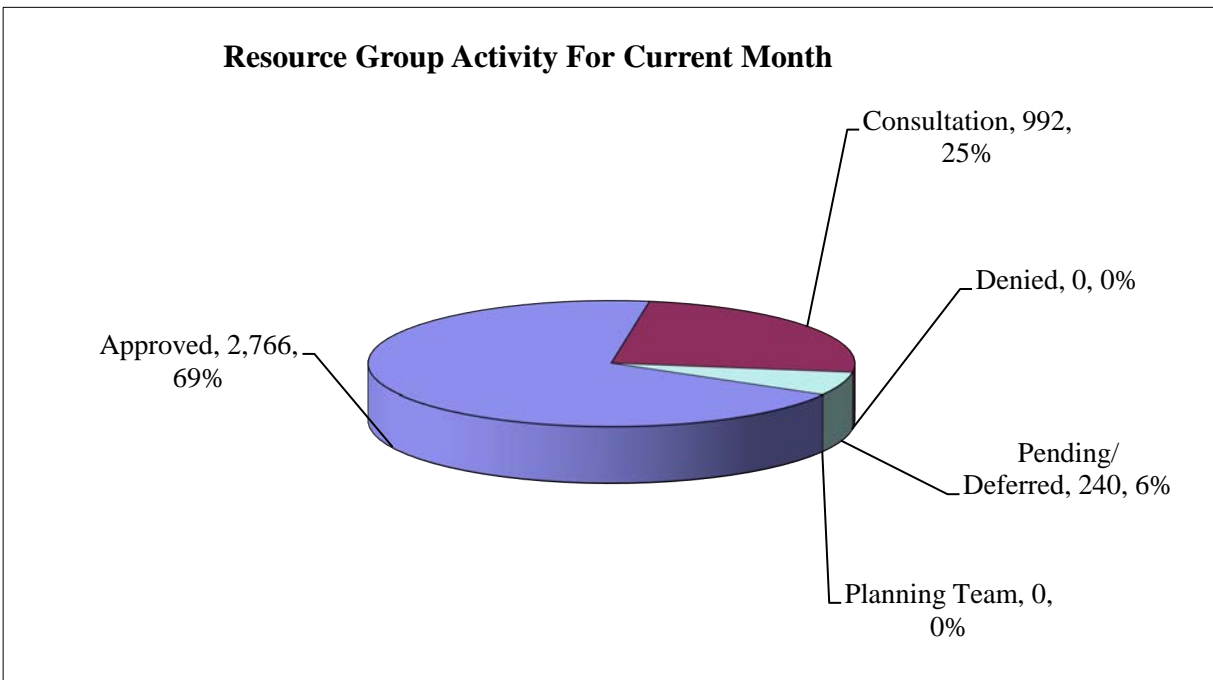
### Guiding Principle

- *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 July 2022 and Fiscal Year to Date

Disposition	Approved	Consultation	Denied	Pending/Deferred	Planning Team	Total
Adult Day	652	355	0	86	0	1,093
Behavioral	124	73	0	15	0	212
Education	0	0	0	0	0	0
Eligibility/Health	52	2	0	1	0	55
Early Start	509	104	0	26	0	639
Living Options	160	168	0	1	0	329
Supported/Ind.	223	131	0	18	0	372
All Others	1046	159	0	93	0	1,298
<b>Monthly Total</b>	<b>2,766</b>	<b>992</b>	<b>0</b>	<b>240</b>	<b>0</b>	<b>3,998</b>

<b>FY 2022-23 Total to Date</b>	2,766	992	0	240	0	<b>3,998</b>
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## Operations Report Summary - July 2022

About Persons Served	Early Start	Medicaid Waiver	All Other	SDC	Total	Under 18	Over 18
Number of Persons Served	3,418	8,528	12,033	9	<b>23,988</b>	11,263	12,742
<i>Percentage of Total</i>	<i>14%</i>	<i>36%</i>	<i>50%</i>	<i>0%</i>	<i>100%</i>	<i>47%</i>	<i>53%</i>

<b>Children served in Prevention Resource and Referral Services</b>	<b>458</b>
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Persons Served by Residence Status	All	Under 18	Over 18
Family Home	19,716	10,935	8,781
Community Care Facility	1,647	18	1,629
State Developmental Center	9	0	9
Family Home Agency	98	0	98
Foster Home	287	281	6
Intermediate Care Facility	642	4	638
Independent Living	906	0	906
Supported Living	502	0	502
Skilled Nursing	82	0	82
Other	116	25	91
<b>Total</b>	<b>24,005</b>	<b>11,263</b>	<b>12,742</b>

Special Incident Investigations	Year to Date
AWOL	9
Abuse	8
Neglect	14
Injury	18
Hospitalizations - Total	34
Death	7
Victim of crime	2
Arrest	2
Rights	27
<b>Total</b>	<b>121</b>

### Number of Licensed Facilities

Community Care Facilities	Total	Under 18	Over 18
Level 2	75	0	75
Level 3	80	0	80
Level 4	188	12	176
<b>Total Community Care Facilities</b>	<b>343</b>	<b>12</b>	<b>331</b>

Licensed Facility Monitoring	Year to Date
Annual Review	39
Unannounced	42
Total Number of Reviews	81
Provider Trainings	0
Technical Support	161
Corrective Action Plans	1

Intermediate Care Facilities (ICF)	
ICF-DD	0
ICF-DD/Habilitation	82
ICF-DD/Nursing	41
<b>Total ICF Facilities</b>	<b>123</b>

<b>Number of Audits</b>	<b>0</b>
<b>Amount of Recovery from Audits</b>	<b>\$0</b>

<b>Total Licensed Facilities</b>	<b>466</b>
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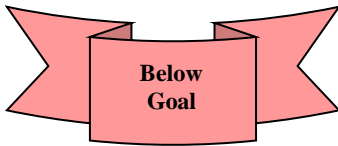
## *Performance Contract Summary*

RCOC as of 6/01/2022	All	RCOC #	Goal	Percentage	# Attained
Developmental Center (DC)	23,765	9	0	0.03%	-9
Children in Foster Homes (FH)	11,127	301	273	2.71%	28
Children Own Home Parent/Guardian	11,127	10,783	10,850	96.91%	-67
Total # Children (FH,Parent/Guardian)	11,127	11,084	11,123	99.61%	-39
Adult FHA	12,629	99	112	0.78%	-13
Independent Living (IL)	12,629	907	902	7.18%	5
Adults Residing Own Home - Parent	12,629	8,698	8,575	68.87%	123
Supported Living (SL)	12,629	500	509	3.96%	-9
Total # Adults (FHA, IL,Parent/Guardian, SL)	12,629	10,204	10,098	80.80%	106
Children Residing in a CCF (7+ beds)	11,127	0	0	0.00%	0
Children Residing in a ICF (7+ beds)	11,127	0	0	0.00%	0
Children Residing in a Nursing Facility (7+ beds)	11,127	0	0	0%	0
Total Children Residing in 7+ bed facilities	11,127	0	0	0.00%	0
Adults Residing in a CCF (7+ beds)	12,629	123	115	0.97%	-8
Adults Residing in a ICF (7+ beds)	12,629	13	6	0.10%	-7
Adults Residing in a Nursing Facility (7+ beds)	12,629	81	75	0.64%	-6
Total Adults Residing in 7+ bed facilities	12,629	217	196	1.72%	-21
Total Individuals Over Age 3 with <=120 days	207	206	100%	99.52%	99.52%
Total Individuals Over Age 3 with 121-240 days	207	1	0%	0.48%	0.48%
Total Individuals Over Age 3 Over 240 days	207	0	0%	0.00%	0.00%
Adults with Integrated Employment Goal	12,629	57%	65%		
Total Number of Incentive Payments Made	12,629	336			
Avg. Wage per Hour After Incentive Payment	12,629	\$13.06			
Number of Persons Served with Earned Income	12,629	2,335			
Percentage of 16-64 Earned Income	12,629	20%			
Annual Earnings of 16-64	12,629	\$9,578			
Number of Adults in CIE After Paid Intern	12,629	11			
Percentage Adults Transitioned Internship to CIE	12,629	14%			
Total Annual Expenditures Race/Ethnicity	23,765				

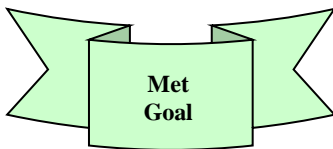
## Performance Contract 2022 Cover Sheet



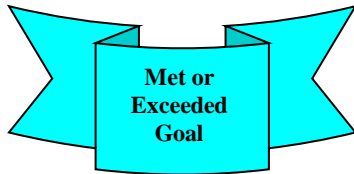
= Better than Statewide Average



= Below Regional Center of Orange County Goal



= Met Regional Center of Orange County Goal



= Met or Exceeded Regional Center of Orange County Goal



= Exceeded Regional Center of Orange County Goal

There will be a variance between consumer data in the Operations Report and the Performance Contract. Consumer data for the Operations Report and the Performance Contract are produced on different dates and from different databases. The Operations Report numbers are based on RCOC's local database as of the end of the month. The Performance Contract numbers are based on RCOC's information as submitted to DDS on a different date.



## Performance Contract 2022

A. Regional Center of Orange County will maintain compliance in the following areas based upon criteria set forth in RCOC's contract with the Department of Developmental Services.

Compliance Measure	Outcome
Unqualified audit with no material findings	Yes
Substantial compliance with DDS fiscal audit	Yes
Operates within OPS budget	Yes
Certified to participate in Waiver	Yes
Compliance with vendor audit requirements per contract, Article III, sec. 10	Met
CDER/ESR current	98.52
Intake/Assessment and IFSP (0-2)	99.52
IPP development biennial	Annual, 99.46
IFSP development	69.28

## Performance Contract 2022

### I. Developmental Center

#### A. Total number and % of regional center caseload in developmental centers.

	Percentage	All consumers	Consumers in DC			
Statewide Average	0.07%	363,649	255			
RCOC Public Hearing 8/18/21	0.04%	22,691	8	Goal	%	# Attained
RCOC 6/01/22	0.04%	23,765	9	0	0.04%	-9
Analysis as of Public Hearing	RCOC % of DD population	6.24%	RCOC % of DC population	3.14%		

#### Planned Activities

**Statement:** The Regional Center of Orange County (RCOC) is committed to providing assistance to individuals and their families who choose to move from a State Developmental Center (SDC) into a less restrictive environment within their home communities.

**Objective:** RCOC will continue to seek new and innovative methods of utilizing available resources, developing non-existing resources, and creating and implementing transition plans that will allow individuals to establish themselves and participate successfully in their home community living arrangements.

- Implementation of Community Placement Plan/Resource Development Plan for FYs 2019-2020 and 2020-2021.

**Progress:** In FY 2019-2020, RCOC moved the last persons served from Fairview Developmental Center into the community. The remaining individuals are served at Porterville Developmental Center where they remain for competency issues. During Public Meetings in August 2021, RCOC had 8 persons served, or 0.03%, in Developmental Centers.

#### Number of Persons Served Residing DCs



	Total Active Caseload	Goal	DC	%	Number Attained
Jan-22	23,442	0	8	0.03%	-8
Feb-22	23,464	0	9	0.04%	-9
Mar-22	23,560	0	9	0.04%	-9
Apr-22	23,669	0	9	0.04%	-9
May-22	23,765	0	9	0.04%	-9
Jun-22		0			
Jul-22		0			
Aug-22		0			
Sep-22		0			
Oct-22		0			
Nov-22		0			
Dec-22		0			

**Below Goal**

## Performance Contract 2022

### II. Children Residing with Families (Child is defined as under 18 years of age)

#### Planned Activities

**Statement:** The Regional Center of Orange County ensures that children will reside with their families by providing the needed supports and services regardless of the severity of the child's disability.

**Objectives:** Service Coordinators continue to identify, publicize and facilitate access to supports and services for children with developmental disabilities who are considered at risk for out-of-home placement. RCOC will hold an annual presentation on supports and services for persons served including residential and vocational (day services) and other generic resources.

- Continue to assess current supports and services.
- RCOC will work with the Orange County community in effort to support programs, trainings and services designed to provide equal access to child care for families of children with special needs (autism).
- Continue to develop innovative resources for children 0-3 years old (i.e., respite placement).
- RCOC will ensure that persons served are provided opportunities for safety awareness training through schools and other similar programs available.
- Review and revise services, e.g. respite and family support.
- RCOC will assure that families receive full information about the developmental needs of the persons served and what types of services are available.
- RCOC will assure that persons served and their caregivers receive complete assessments and have the opportunity to ask questions, advocate, and access to services. To be evaluated and monitored by a National Core Indicators (NCI) survey of persons served and their caregivers.



**Progress:** A. During public meetings, RCOC had 248, or 2.37%, children in foster homes.

A. Number and % of regional center children in foster homes.

	Percentage	All Children	Children in FH			
Statewide Average	2.83%	183,002	5,170			
RCOC Public Hearing 8/18/21	2.37%	10,482	248	Goal	%	# Attained
RCOC 6/01/22	2.71%	11,127	301	273	2.71%	28
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		4.80%

	Total Children Status 1&2	Goal	Children in Foster Homes	%	
Jan-22	10,390	273	289	2.64%	16
Feb-22	10,949	273	292	2.67%	19
Mar-22	10,994	273	291	2.65%	18
Apr-22	11,065	273	298	2.69%	25
May-22	11,127	273	301	2.71%	28
Jun-22		273			
Jul-22		273			
Aug-22		273			
Sep-22		273			
Oct-22		273			
Nov-22		273			
Dec-22		273			

Exceeded Goal

**Progress:** B. During public meetings, RCOC had 10,175, or 97.07%, of children in own home-parent/guardian.

B. Number and % of regional center children in own home-parent/guardian.

	Percentage	All Children	Children in own home Parent/Guardian			
Statewide Average	97.07%	183,002	176,969			
RCOC Public Hearing 8/18/21	97.07%	10,482	10,175	Goal	%	# Attained
RCOC 6/01/22	96.91%	11,127	10,783	10,850	96.91%	-67
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		5.75%

	Total Children Status 1&2	Goal	Children in own home Parent/Guardian	%	Number Attained	Below Goal
Jan-22	10,930	10,850	10,591	96.90%	-259	
Feb-22	10,949	10,850	10,604	96.85%	-246	
Mar-22	10,994	10,850	10,655	96.92%	-195	
Apr-22	11,065	10,850	10,720	96.88%	-130	
May-22	11,127	10,850	10,783	96.91%	-67	
Jun-22		10,850				
Jul-22		10,850				
Aug-22		10,850				
Sep-22		10,850				
Oct-22		10,850				
Nov-22		10,850				
Dec-22		10,850				

**Progress:** C. During public meetings, RCOC had 10,423, or 99.44%, of children in homes.

C. Total number and % of regional center children in homes (*This is a total of sections A and B above*).

	Percentage	All Children	Total Number Children in Homes			
Statewide Average	99.53%	183,002	182,139			
RCOC Public Hearing 8/18/21	99.44%	10,482	10,423	Goal	%	# Attained
RCOC 6/01/22	99.61%	11,127	11,084	11,123	99.61%	-39
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		5.72%



	Total Children Status 1&2	Goal	Total Number Children in Homes	%	Number Attained
Jan-22	10,930	11,123	10,880	99.54%	-243
Feb-22	10,949	11,123	10,896	99.52%	-227
Mar-22	10,994	11,123	10,946	99.56%	-177
Apr-22	11,065	11,123	11,018	99.58%	-105
May-22	11,127	11,123	11,084	99.61%	-39
Jun-22		11,123			
Jul-22		11,123			
Aug-22		11,123			
Sep-22		11,123			
Oct-22		11,123			
Nov-22		11,123			
Dec-22		11,123			

**Below Goal**

## Performance Contract 2022

### III. Adults Residing in Home Settings

#### Planned Activities

**Statement:** RCOC works with persons served and their caregivers and advocates to empower and enable them to assert the rights of persons served to determine and control the living arrangements of their choice. This may include owning, renting, or leasing the home where the persons served resides.

**Objective:** Using the Person Centered Thinking (PCT) Individual Program Planning process, Service Coordinators will continue to identify regional center adult persons served who have the hopes and desires to live in a new living arrangement. Cases are reviewed at least annually for the least restrictive environment.

- RCOC will provide service coordinator training to assist families in establishing maintenance plans in the event of temporary caregiver illness/incapacity and for eventual transition plans.
- RCOC will request vendors to include successionary maintenance and transitional plans in the event of temporary illness/incapacity and transfer of ownership in their program designs.
- RCOC will ensure that persons served are provided opportunities for safety awareness training on a regular and as needed basis.
- RCOC will review and revise services, e.g. respite and family support.
- RCOC will assure that persons served and their caregivers receive complete assessments and have opportunity to ask questions, advocate, and access services. To be evaluated and monitored by an NCI survey of persons served and their caregivers.

**Progress:** A. During public meetings, RCOC had 104, or 0.85%, of adults residing in Adult FHA.

A. Total number and % of regional center adult caseload residing in an Adult Family Home Agency (FHA).

	Percentage	Total Adults Status 2	Adults in FHA			
Statewide Average	0.89%	180,392	1,609			
RCOC Public Hearing 8/18/21	0.85%	12,201	104	Goal	%	# Attained
RCOC 6/01/22	0.78%	12,629	99	112	0.78%	-13
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		6.46%



	Total Adults Status 2	Goal	Adults in FHA	%	Number Attained
Jan-22	12,504	112	101	0.81%	-11
Feb-22	12,506	112	100	0.80%	-12
Mar-22	12,557	112	100	0.80%	-12
Apr-22	12,595	112	99	0.79%	-13
May-22	12,629	112	99	0.78%	-13
Jun-22		112			
Jul-22		112			
Aug-22		112			
Sep-22		112			
Oct-22		112			
Nov-22		112			
Dec-22		112			

**Progress:** B. During public meetings, RCOC had 882, or 7.23%, of adults residing in independent living.

B. Total number and % of regional center adults residing in independent living.

	Percentage	Total Adults Status 2	Adults in Independent Living			
Statewide Average	9.76%	180,392	17,608			
RCOC Public Hearing 8/18/21	7.23%	12,201	882	Goal	%	# Attained
RCOC 6/01/22	7.18%	12,629	907	902	7.18%	5
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		5.01%

	Total Adults Status 2	Goal	Adults in Independent Living	%	Number Attained
Jan-22	12,504	902	898	7.18%	-4
Feb-22	12,506	902	901	7.20%	-1
Mar-22	12,557	902	907	7.22%	5
Apr-22	12,595	902	909	7.22%	7
May-22	12,629	902	907	7.18%	5
Jun-22		902			
Jul-22		902			
Aug-22		902			
Sep-22		902			
Oct-22		902			
Nov-22		902			
Dec-22		902			

Exceeded  
Goal

**Progress:** C. During public meetings, RCOC had 8,310, or 68.11%, of adults residing in own home-parent.

C. Total number and % of regional center adults residing in own home-parent.

	Percentage	Total Adults status 2	Adults Residing Own Home - Parent			
Statewide Average	66.36%	180,392	119,712			
RCOC Public Hearing 8/18/21	68.11%	12,201	8,310	Goal	%	# Attained
RCOC 6/01/22	68.87%	12,629	8,698	8,575	68.87%	123
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		6.94%



	Total Adults Status 2	Goal	Adults Residing Own Home - Parent	%	Number Attained
Jan-22	12,504	8,575	8,594	68.73%	19
Feb-22	12,506	8,575	8,596	68.74%	21
Mar-22	12,557	8,575	8,641	68.81%	66
Apr-22	12,595	8,575	8,678	68.90%	103
May-22	12,629	8,575	8,698	68.87%	123
Jun-22		8,575			
Jul-22		8,575			
Aug-22		8,575			
Sep-22		8,575			
Oct-22		8,575			
Nov-22		8,575			
Dec-22		8,575			

**Progress:** D. During public meetings, RCOC had 499, or 4.09%, of adults residing in supported living.

D. Total number and % of regional center adults residing in supported living.

	Percentage	Total Adults status 2	Adults Residing Supported Living			
Statewide Average	5.18%	180,392	9,348			
RCOC Public Hearing 8/18/21	4.09%	12,201	499	Goal	%	# Attained
RCOC 6/01/22	3.96%	12,629	500	509	3.96%	-9
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		5.34%



	Total Adults Status 2	Goal	Adults Residing Supported Living	%	Number Attained
Jan-22	12,504	509	502	4.01%	-7
Feb-22	12,506	509	500	4.00%	-9
Mar-22	12,557	509	500	3.98%	-9
Apr-22	12,595	509	497	3.95%	-12
May-22	12,629	509	500	3.96%	-9
Jun-22		509			
Jul-22		509			
Aug-22		509			
Sep-22		509			
Oct-22		509			
Nov-22		509			
Dec-22		509			



**Progress:** E. During public meetings, RCOC had 9,795, or 80.28%, of adults residing in home-settings.

E. Total number and % of regional center adults in home settings (*This is a total of sections A, B, C and D above*).

	Percentage	Total Adults status 2	Total Number Adults in Home Settings			
Statewide Average	82.20%	180,392	148,277			
RCOC Public Hearing 8/18/21	80.28%	12,201	9,795	Goal	%	# Attained
RCOC 6/01/22	80.80%	12,629	10,204	10,098	80.80%	106
Analysis as of Public Hearing	RCOC % of DD population 6.76%		RCOC % of FH population 6.61%			

	Total Adults Status 2	Goal	Total Number Adults in Home Settings	%	Number Attained
Jan-22	12,504	10,098	10,095	80.73%	-3
Feb-22	12,506	10,098	10,097	80.74%	-1
Mar-22	12,557	10,098	10,148	80.82%	50
Apr-22	12,595	10,098	10,183	80.58%	85
May-22	12,629	10,098	10,204	80.80%	106
Jun-22		10,098			
Jul-22		10,098			
Aug-22		10,098			
Sep-22		10,098			
Oct-22		10,098			
Nov-22		10,098			
Dec-22		10,098			

**Exceeded Goal**



## Performance Contract 2022

### IV. Children Residing in Facilities with Seven or More Beds (Excluding Developmental Centers)

#### Planned Activities

**Statement:** RCOC provides for the needs of children with medical issues or challenging behaviors in seven or greater bed facilities for limited time periods when smaller facilities cannot meet needs.

**Objective:** RCOC will place only those children with medical issues or challenging behaviors in seven or greater bed facilities.

- RCOC will continue seeking appropriate placement in smaller facilities for these children and to support creative services and supports which would allow placement in existing small facilities, as well as development of new small facilities as needed, utilizing appropriate services and supports to ensure success for these persons served.
- RCOC will adhere to Trailer Bill Language relating to the use of larger facilities to ensure the least restrictive environment is supported.

**Progress:** A. During public meetings, RCOC had 1, or 0.01%, of children residing in a Community Care Facility (CCF)(7+ beds). Placements to 7+ bed CCF facilities are at family request and/or due to specialized services.

A. Total number and % of regional center children residing in a CCF (7+ beds).

	Percentage	Total Children Status 1 & 2	Children Residing in a CCF (7+ beds)			
Statewide Average	0.01%	183,002	22			
RCOC Public Hearing 8/18/21	0.01%	10,482	1	Goal	%	# Attained
RCOC 6/01/22	0.00%	11,084	0	0	0.00%	0
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		4.55%



	Total Children status 1&2	Goal	Children Residing in a CCF (7+ beds)	%	Number Attained
Jan-22	10,930	0	0	0.00%	0
Feb-22	10,949	0	0	0.00%	0
Mar-22	10,994	0	0	0.00%	0
Apr-22	11,065	0	0	0.00%	0
May-22	11,084	0	0	0.00%	0
Jun-22		0			
Jul-22		0			
Aug-22		0			
Sep-22		0			
Oct-22		0			
Nov-22		0			
Dec-22		0			

Met Goal

**Progress:** B. During public meetings, RCOC had 1, or 0.01% of children residing in an Immediate Care Facility (CCF)(7+ beds). Placements to 7+ bed ICF facilities are at family request and/or due to specialized services.

B. Total number and % of regional center children residing in an ICF (7+ beds).

	Percentage	Total Children Status 1 & 2	Children Residing in an ICF (7+ beds)			
Statewide Average	0.02%	183,002	30			
RCOC Public Hearing 8/18/21	0.01%	10,482	1	Goal	%	# Attained
RCOC 6/01/22	0.00%	11,084	0	0	0.00%	0
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		3.33%



	Total Children Status 1&2	Goal	Children Residing in a ICF (7+ beds)	%	Number Attained
Jan-22	10,930	0	1	0.01%	-1
Feb-22	10,949	0	1	0.01%	-1
Mar-22	10,994	0	1	0.01%	-1
Apr-22	11,065	0	0	0.00%	0
May-22	11,084	0	0	0.00%	0
Jun-22		0			
Jul-22		0			
Aug-22		0			
Sep-22		0			
Oct-22		0			
Nov-22		0			
Dec-22		0			

Met Goal

**Progress:** C. During public meetings, RCOC had no children residing in a nursing facility. Placements to nursing facilities are at family request and/or due to specialized services.

C. Total number and % of regional center children residing in a nursing facility.

	Percentage	Total Children Status 1 & 2	Children Residing in a Nursing Facility (7+ beds)			
Statewide Average	0.00%	183,002	7			
RCOC Public Hearing 8/18/21	0.00%	10,482	0	Goal	%	# Attained
RCOC 6/01/22	0.00%	11,084	0	0	0.00%	0
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		0.00%



	Total Children status 1&2	Goal	Children Residing in a Nursing Facility (7+ beds)	%	Number Attained
Jan-22	10,930	0	0	0.00%	0
Feb-22	10,949	0	0	0.00%	0
Mar-22	10,994	0	0	0.00%	0
Apr-22	11,065	0	0	0.00%	0
May-22	11,084	0	0	0.00%	0
Jun-22		0			
Jul-22		0			
Aug-22		0			
Sep-22		0			
Oct-22		0			
Nov-22		0			
Dec-22		0			

Met Goal

**Progress:** D. During public meetings, RCOC had 2, or 0.02%, of children residing in a facility with 7+ beds. Placements to 7+ bed facilities are at family request and/or due to specialized services.

D. Total number and % of regional center children residing in a facility with 7+ beds *(This is a total of sections A, B and C above).*

	Percentage	Total Children Status 1 & 2	Total Children Residing in 7+ bed facilities			
Statewide Average	0.03%	183,002	59			
RCOC Public Hearing 8/18/21	0.02%	10,482	2	Goal	%	# Attained
RCOC 6/01/22	0.00%	11,084	0	0	0.00%	0
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		3.39%



	Total Children Status 1&2	Goal	Total Children Residing in 7+ bed facilities	%	Number Attained
Jan-22	10,930	0	1	0.01%	-1
Feb-22	10,949	0	1	0.01%	-1
Mar-22	10,994	0	1	0.01%	-1
Apr-22	11,065	0	0	0.00%	0
May-22		0			
Jun-22		0			
Jul-22		0			
Aug-22		0			
Sep-22		0			
Oct-22		0			
Nov-22		0			
Dec-22		0			

Met Goal

## Performance Contract 2022

### V. Adults Residing in Facilities with Seven or More Beds (*Excluding Developmental Centers*)

#### Planned Activities

**Statement:** RCOC continues to ensure that individuals with developmental disabilities have more choices in living options regardless of the severity of their disabilities.

**Objective:** RCOC will place only those adults with medical issues or challenging behaviors in seven or greater bed facilities.

- RCOC will continue seeking appropriate placement in smaller facilities for these persons served and to support creative services and supports which would allow placement in existing small facilities, as well as development of new small facilities as needed, utilizing appropriate services and supports to ensure success for these persons served.
- RCOC will adhere to Trailer Bill Language relating to the use of larger residential facilities to ensure the least restrictive environment is supported.

**Progress:** A. During public meetings, RCOC had 124, or 1.02%, of adults residing in a CCF (7+ beds). Placements to 7+ bed facilities are at family request and/or due to specialized services. RCOC also has several long-term care providers with facilities in this category. RCOC will continue to work with these vendors to implement Trailer Bill Language regarding use of these programs.

A. Total number and % of regional center adult caseload residing in a Community Care Facility (CCF)(7+ beds).

	Percentage	Total Adults Status 2	Adults Residing in a CCF (7+ beds)	Goal	%	# Attained
Statewide Average	0.85%	180,392	1,526			
RCOC Public Hearing 8/18/21	1.02%	12,201	124			
RCOC 6/01/22	0.97%	12,629	123	115	0.97%	-8
Analysis as of Public Hearing RCOC % of DD population 6.76% RCOC % of FH population 8.13%						

	Total Adults Status 2	Goal	Adults Residing in a CCF (7+ beds)	%	Number Attained
Jan-22	12,504	115	123	0.98%	-8
Feb-22	12,506	115	123	0.98%	-8
Mar-22	12,557	115	123	0.98%	-8
Apr-22	12,595	115	122	0.97%	-7
May-22	12,629	115	123	0.98%	-8
Jun-22		115			
Jul-22		115			
Aug-22		115			
Sep-22		115			
Oct-22		115			
Nov-22		115			
Dec-22		115			

**Below Goal**



**Progress:** B. During public meetings, RCOC had 10, or 0.08%, of adults residing in an Intermediate Care Facility (ICF)(7+ beds). Placements to 7+ bed facilities are at family request and/or due to specialized services.

B. Total number and % of regional center adults residing in an ICF (7+ beds).

	Percentage	Total Adults status 2	Adults Residing in a ICF (7+ beds)			
Statewide Average	0.45%	180,392	812			
RCOC Public Hearing 8/18/21	0.08%	12,201	10	Goal	%	# Attained
RCOC 6/01/22	0.10%	12,629	13	6	0.10%	-7
Analysis as of Public Hearing	RCOC % of DD population 6.76%		RCOC % of FH population 1.23%			



	Total Adults Status 2	Goal	Adults Residing in a ICF (7+ beds)	%	Number Attained
Jan-22	12,504	6	12	0.10%	-6
Feb-22	12,504	6	12	0.10%	-6
Mar-22	12,557	6	13	0.10%	-7
Apr-22	12,595	6	13	0.10%	-7
May-22	12,629	6	13	0.10%	-7
Jun-22		6			
Jul-22		6			
Aug-22		6			
Sep-22		6			
Oct-22		6			
Nov-22		6			
Dec-22		6			

Below Goal

**Progress:** C. During public meetings, RCOC had 77, or 0.63%, of adults residing in a nursing facility. Placements to nursing facilities are at family request and/or due to specialized services.

C. Total number and % of regional center adult caseload residing in a nursing facility.

	Percentage	Total Adults status 2	Adults Residing in a Nursing Facility (7+ beds)			
Statewide Average	0.55%	180,392	985			
RCOC Public Hearing 8/18/21	0.63%	12,201	77	Goal	%	# Attained
RCOC 6/01/22	0.64%	12,629	81	75	0.64%	-6
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		7.82%

	Total Adults Status 2	Goal	Adults Residing in a Nursing Facility (7+ beds)	%	Number Attained
Jan-22	12,504	75	79	0.63%	-4
Feb-22	12,506	75	78	0.63%	-3
Mar-22	12,557	75	80	0.64%	-5
Apr-22	12,595	75	80	0.64%	-5
May-22	12,629	75	81	0.64%	-6
Jun-22		75			
Jul-22		75			
Aug-22		75			
Sep-22		75			
Oct-22		75			
Nov-22		75			
Dec-22		75			

Below  
Goal

**Progress:** D. During public meetings, RCOC had 211, or 1.73%, of adults residing in a facility with 7+ beds. Placements to 7+ bed facilities are at family request and/or due to specialized services.

D. Total number and % of regional center adults residing in a facility with 7+ beds (*This is a total of sections A, B and C above*).

	Percentage	Total Adults Status 2	Total Adults Residing in 7+ bed facilities			
Statewide Average	1.84%	180,392	3,323			
RCOC Public Hearing 8/18/21	1.73%	12,201	211	Goal	%	# Attained
RCOC 6/01/22	1.72%	12,629	217	196	1.72%	-21
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		6.35%



	Total Adults Status 2	Goal	Total Adults Residing in 7+ bed facilities	%	Number Attained
Jan-22	12,504	196	214	1.71%	-18
Feb-22	12,506	196	213	1.70%	-17
Mar-22	12,557	196	216	1.72%	-20
Apr-22	12,595	196	215	1.71%	-19
May-22	12,629	196	217	1.72%	-21
Jun-22		196			
Jul-22		196			
Aug-22		196			
Sep-22		196			
Oct-22		196			
Nov-22		196			
Dec-22		196			

**Below Goal**

## Performance Contract 2022

### VI. Intake Duration

#### Planned Activities

**Statement:** Management and Service Coordinator staff receive a monthly report on the duration of individuals ages 3 and over who are in the intake process.

**Objective:** RCOC will continue to ensure that the duration of individuals ages 3 and over in the intake process is within mandated timeline.

- RCOC will provide persons served and their caregivers/advocates with initial information about developmental needs, and about the services and supports available, inside and outside of RCOC.

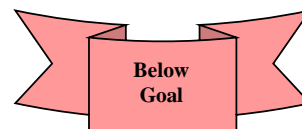
**Progress:** A. During public meetings, RCOC had 227, or 100%, of regional center individuals over age 3 with <=120 days.

A. Total number and % of regional center individuals over age 3 with <= 120 days.

	Percentage	Total # Age 3 or Over	Total # Over Age 3 with <=120 days		
Statewide Average	98.34%	5,911	5,813		
RCOC Public Hearing 8/18/21	100%	227	227	Goal	% Attained
RCOC 6/01/22	99.52%	207	206	100%	99.52%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 with <=120 days	% Attained
Jan-22	201	100%	210	100.00%
Feb-22	216	100%	215	99.54%
Mar-22	198	100%	197	99.49%
Apr-22	207	100%	204	98.55%
May-22	207	100%	206	99.52%
Jun-22		100%		
Jul-22		100%		
Aug-22		100%		
Sep-22		100%		
Oct-22		100%		
Nov-22		100%		
Dec-22		100%		



**Progress:** B. During public meetings, RCOC had 0, or 0.00%, of regional center individuals over age 3 with 121-240 days.

B. Total number and % of regional center individuals over age 3 with 121-240 days.

	Percentage	Total Number Individuals Age 3 or Over	Total Number Individuals Over Age 3 with 121-240 days		
Statewide Average	0.85%	5,911	50		
RCOC Public Hearing 8/18/21	0%	227	0	Goal	% Attained
RCOC 6/01/22	0.48%	207	1	0%	0.48%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 with 121-240 days	%
Jan-22	201	0.00%	0	0.00%
Feb-22	216	0.00%	1	0.46%
Mar-22	198	0.00%	1	0.51%
Apr-22	207	0.00%	2	0.97%
May-22	207	0.00%	1	0.48%
Jun-22		0.00%		
Jul-22		0.00%		
Aug-22		0.00%		
Sep-22		0.00%		
Oct-22		0.00%		
Nov-22		0.00%		
Dec-22		0.00%		



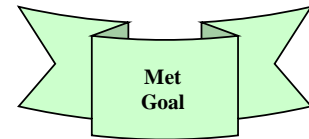
**Progress:** C. During public meetings, RCOC had 0, or 0.00%, of regional center individuals over age 3 with over 240 days.

C. Total number and % of regional center individuals over age 3 with over 240 days.

	Percentage	Total Number Individuals Age 3 or Over	Total Number Individuals Over Age 3 Over 240 days		
Statewide Average	0.81%	5,911	48		
RCOC Public Hearing 8/18/21	0%	227	0	Goal	%
RCOC 6/01/22	0.00%	207	0	0%	0.00%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 Over 240 days	% Attained
Jan-22	201	0%	0	0%
Feb-22	216	0%	0	0%
Mar-22	198	0%	0	0%
Apr-22	207	0%	1	0%
May-22	44,599	0%	0	0%
Jun-22		0%		
Jul-22		0%		
Aug-22		0%		
Sep-22		0%		
Oct-22		0%		
Nov-22		0%		
Dec-22		0%		



## Performance Contract 2022

### VII. National Core Indicators (NCI) Employment

#### Planned Activities

**Statement:** RCOC has adopted an Employment First Policy making integrated competitive employment the first option considered by planning teams for every working adult served by RCOC.

**Objective:** RCOC will implement its Employment First Policy by providing persons served and family members with information regarding the opportunity and support to work in employment settings that are meaningful to them and by annually reviewing those opportunities with individuals to ensure they are engaged in activities of their choosing. RCOC will make incentive payments to vendors who assist individuals obtain competitive, integrated employment and maintain those positions over time.

**Progress:** A. Results from the National Core Indicator Surveys conducted in FY 2014-2015, 47% of those interviewed indicating a desire for work in the community. For FY 2018-2019 57% of those interviewed expressed a desire for paid employment in their community.

A. Percentage of adults who reported having integrated employment as a goal in their IPPs.

	Percentage	
RCOC FY 2011-12	46%	Goal
RCOC FY 2014-15	47%	50%
RCOC FY 2018-19	57%	65%
RCOC FY 2022-23		70%

**Progress: B.** RCOC will authorize incentive payments to service providers who assist individuals obtaining competitive integrated employment. RCOC will make initial payments based upon hire date, and additional payments will be made upon subsequent milestones related to length of employment.

B. Total number of 30 day, 6 months, and 12 month, incentive payments made within the fiscal year.

Fiscal Year	30 Day	6 Month	12 Month
2016-2017	95	38	0
2017-2018	155	97	78
2018-2019	151	128	83
2019-2020	131	115	90

\*NOTE: Incentive payments started in FY 2016-17, partial year data

**Progress: C.** RCOC will work with local employment agencies and businesses to assist individuals obtain desired hours of employment on a weekly/monthly basis. Individuals will review this during the initial hiring phase when incentive payments are being sought.

C. Average wages and hours worked for adults engaged in competitive, integrated employment when incentive payments have been made on their behalf.

Fiscal Year	Hours Week	Wage
2016-2017	17	\$10.77
2017-2018	23.5	\$11.31
2018-2019	21	\$12.06
2019-2020	22	\$13.06



**Progress: D.** In FY 2016-2017, RCOC began working with service providers to place individuals into Paid Internship Program (PIP) opportunities to help develop employment interests, and lead into opportunities for competitive integrated employment. The PIP was initiated in FY 2016-2017. In 2019 RCOC had 7 individual within a paid internship that resulted in employment, and for 2020 that number increased to 11 individuals.

D. Number of adults placed in competitive, integrated employment following participation in a Paid Internship Program.

	Total
2016-2017	0
2017-2018	1
2018-2019	7
2019-2020	11

**Progress: E.** RCOC will obtain data related to the overall percentage of adults participating in a paid internship who transition into a competitive employment setting. This program began in FY 2016-17. In FY 2019-2020, 14% of adults transitioned from an Internship to Competitive Employment.

E. Percentage of adults who transitioned from internship to competitive employment.

	% of Adults
2017-2018	13%
2018-2019	21%
2019-2020	14%

**Progress: F.** RCOC will monitor the hourly/salaried wages and hours worked per week for persons served who participate in a paid internship. Hours and wages will be competitively based on the job type and market rate for each setting.

F. Average hourly wage and weekly hours worked in Paid Internship Program during the previous fiscal year.

	Hours Wk.	Wage
2017-2018	14.24	\$11.25
2018-2019	18	\$12.34
2019-2020	13	\$13.43

## Performance Contract 2022

### VIII. Employment Development Department (EDD) Employment

#### Planned Activities

**Statement:** RCOC service coordinators and vendors are implementing RCOC's Employment First Policy of integrated competitive employment as the first option for persons served.

**Objective:** RCOC service coordinators will implement the Employment First Policy by providing persons served and families information on job preparation and procurement at annual Individual Transition Meetings through the school and Individual Program Planning meetings through RCOC. RCOC will continue to work on development of new programs that will emphasize a focus on competitive employment as a primary outcome. RCOC will work with service providers and employers to move individuals participating in Paid Internship Program (PIP) into Competitive Integrated Employment (CIE).

**Progress:** A. Results from the Employment Development Department (EDD) conducted in 2018 indicate that 3,336 persons served ages 16-64 had earned income. In 2019, 2,335 persons served ages 16-64 had earned income.

A. Number of persons served ages 16-64 with earned income.

	RCOC	Statewide Avg.
2015	2,175	962
2016	2,085	1,201
2017	2,341	1,294
2018	3,336	1311
2019	2,335	1341



**Progress: B.** Results from the Employment Development Department in 2018 indicate that 21% of persons served ages 16-64 reported having earned income. In 2019, the percentage of persons served ages 16-64 reporting earned income was 20%.

B. Percentage of people ages 16-64 reporting earned income.

	RCOC	Statewide Avg.
2013	12.80%	12%
2014	17.90%	13.10%
2015	27%	16%
2016	22%	17%
2017	21%	17%
2018	21%	16%
2019	20%	16%

**Progress: C.** Results from the Employment Development Department in 2018 indicate that average annual wage for persons served ages 16-64 was \$8,806. In 2019, the average annual wage for persons served ages 16-64 was \$9,578. This measure will also compare average annual wages of all people with disabilities.

C. Annual earnings of age group 16-64 of people with intellectual disabilities, compared with all persons with disabilities in California.

	RCOC	Statewide Avg.
2013	\$6,691	\$6,697
2014	\$6,086	\$7,044
2015	\$5,681	\$7,248
2016	\$6,613	\$8,327
2017	\$7,580	\$9,033
2018	\$8,806	\$10,317
2019	\$9,578	\$11,327

## Performance Contract 2022

### IX. Reducing Disparities and Improving Equity in Purchase of Service Expenditures.

**Statement:** RCOC works to ensure that support services are flexible and innovative in meeting the family's needs as they evolve over time; are tailored to the preferences of the individual family; and are consistent with their cultural norms and customs.

**Objective:** RCOC service coordinators will work with persons served and families to develop IPP goals and objectives to address their choices of living situations. RCOC will work to develop services in the community that meet the cultural and background preferences of persons served and family members to ensure the availability of resources. RCOC will continue outreach efforts within our community to overcome potential cultural barriers when identifying appropriate services. RCOC is working to expand family outreach and support options by developing new resources within our community. RCOC will continue to develop community programs that allow for a range of options for persons served when selecting those services. RCOC service coordinators will receive initial and ongoing training related to IPP development that ensures meaningful participation of persons served and their families and will focus on Person Centered Thinking skills and outcomes. RCOC will be working to simplify and translate important documents. RCOC continues to outreach with outside agencies such as parent support group leaders, family support groups, social services agencies, faith-based organizations and educational agencies, as well as providing information via e-mail in the primary language of the family.

**Progress:** A. Review of fiscal year 2017-18 purchase of service data and client master file (CMF) for initial data resource. Fiscal year 2019-20 data reflects either an increase or decrease in services and expenditures related to disparity criteria.

**Progress:** A. Review of fiscal year 2019-20 purchase of service data and client master file (CMF). Initial data generation will be compared to subsequent FY information.

A. Percent of total annual purchase of service expenditures by individual's ethnicity and age: Birth to age 2; Age 3-21; 22 and older.

Ethnicity	Total Persons	Percentage of Expenditures	Total Authorized	Utilized
American Indian or Alaska Native	5 ↓	0.3% ↑	\$13,560 ↓	58.2% ↓
Asian	769 ↓	18.9% ↓	\$7,658,368 ↓	62.6% ↓
Black/African American	66 ↓	1.2% ↑	\$501,877 ↑	56.9% ↑
Hispanic	2,010 ↓	34.2% ↑	\$13,896,359 ↓	58.7% ↑
Native Hawaiian or Other Pacific Islander	8 ↑	0.01% ↑	\$71,938 ↑	59.2% ↑
Other Ethnicity or Race / Multi-Cultural	1,449 ↓	27% ↑	\$11,132,262 ↑	60.6% ↑
White	1,004 ↓	18% ↓	\$7,413,103 ↓	60.6% ↓
<b>Totals</b>	<b>5,311 ↓</b>	<b>100.0%</b>	<b>\$40,687,467 ↓</b>	

#### Age 3 Years to 21 Years

Ethnicity	Total Persons	Percentage of Expenditures	Total Authorized	Utilized
American Indian or Alaska Native	15 ↑	0.2% ↑	\$127,020 ↓	79.3% ↑
Asian	1,868 ↑	17.9% ↑	\$14,747,888 ↓	58.5% ↓
Black/African American	178 ↑	2% ↑	\$1,739,150 ↑	67.1% ↑
Hispanic	3,901 ↑	27% ↓	\$24,127,465 ↓	63.6% ↑
Native Hawaiian or Other Pacific Islander	19 ↑	0.1% ↑	\$124,438 ↑	61.9% ↓
Other Ethnicity or Race / Multi-Cultural	1,810 ↑	19.1% ↑	\$16,998,364 ↑	61.8% ↓
White	2,256 ↓	35% ↑	\$31,354,831 ↑	71.7% ↓
<b>Totals</b>	<b>10,047 ↑</b>	<b>100.0%</b>	<b>\$89,219,156 ↑</b>	

#### Age 22 Years and Older

Ethnicity	Total Persons	Percentage of Expenditures	Total Authorized	Utilized
American Indian or Alaska Native	23 ↑	0.3% ↔	\$1,209,523 ↑	89.3% ↑
Asian	1,381 ↑	11.4% ↑	\$47,680,128 ↑	81.7% ↓
Black/African American	251 ↑	2.8% ↓	\$11,614,140 ↑	86.6% ↑
Hispanic	2,644 ↑	18.9% ↑	\$78,479,414 ↑	81% ↓
Native Hawaiian or Other Pacific Islander	11 ↑	0.1%	\$297,683 ↑	84.4% ↓
Other Ethnicity or Race / Multi-Cultural	793 ↑	7.5% ↑	\$31,229,761 ↑	82.4% ↓
White	4,702 ↑	59.2% ↑	\$246,278,710 ↑	85.5% ↓
<b>Totals</b>	<b>9,805 ↑</b>	<b>100.0%</b>	<b>\$416,789,360 ↑</b>	



**Progress:** B. Review of fiscal year 2019-20 purchase of service data and regional center caseload data. Initial data generation will be compared to subsequent FY information.

B. Number of individuals receiving only case management services by age and ethnicity: Birth to age 2; Age 3-21; 22 and older.

**Birth to 2 Years Old**

<b>Ethnicity</b>	<b>Total Eligible</b>	<b>Case Management</b>	<b>Percent No Services</b>
American Indian or Alaska Native	5 ↓	1 ↑	20% ↑
Asian	769 ↓	18 ↓	2.3% ↓
Black/African American	66 ↓	2 ↓	3% ↑
Hispanic	2,010 ↓	82 ↓	3% ↓
Native Hawaiian or Other Pacific Islander	8 ↑	0 ↓	0% ↓
Other Ethnicity or Race / Multi-Cultural	1,449 ↓	53 ↓	3.7% ↓
White	1,004 ↑	46 ↑	4.6% ↑
<b>Totals</b>	<b>5,311 ↓</b>	<b>202 ↓</b>	

**Age 3 Years to 21 Years**

<b>Ethnicity</b>	<b>Total Eligible</b>	<b>Case Management</b>	<b>Percent No Services</b>
American Indian or Alaska Native	15 ↑	3 ↑	20% ↑
Asian	1,886 ↑	550 ↑	29.4% ↑
Black/African American	178 ↑	69 ↑	38.8% ↓
Hispanic	3,901 ↑	1,847 ↑	47.4% ↑
Native Hawaiian or Other Pacific Islander	19 ↑	11 ↑	57.9% ↑
Other Ethnicity or Race / Multi-Cultural	1,810 ↓	529 ↑	29.2% ↑
White	2,256 ↓	585 ↑	25.9% ↑
<b>Totals</b>	<b>10,047 ↑</b>	<b>3,594 ↑</b>	<b>35.8% ↑</b>

**Age 22 Years and Older**

<b>Ethnicity</b>	<b>Total Eligible</b>	<b>Case Management</b>	<b>Percent No Services</b>
American Indian or Alaska Native	23 ↑	4 ↑	17.4% ↑
Asian	1,381 ↑	284 ↑	20.6% ↑
Black/African American	251 ↑	42 ↑	16.7% ↓
Hispanic	2,644 ↑	586 ↑	22.2% ↑
Native Hawaiian or Other Pacific Islander	11 ↑	3 ↑	27.3% ↓
Other Ethnicity or Race / Multi-Cultural	793 ↑	157 ↑	19.8% ↑
White	4,702 ↑	589 ↑	12.5% ↑
<b>Totals</b>	<b>9,805 ↑</b>	<b>1,665 ↑</b>	<b>17% ↑</b>

**Progress:** C. Review of fiscal year 2019-20 purchase of service data and Client Master File. Initial data generation will be compared to subsequent FY information.

C. Per capita purchase of service expenditures by individual's primary language for all ages (30 or more people with language).

Primary Language	Total People	POS Authorized Per Capita	Percentage Utilized
English	19,020 ↑	\$19,569 ↓	80.01% ↑
Spanish	4,574 ↑	\$8,844 ↓	72.7% ↑
Mandarin Chinese	74 ↑	\$10,029 ↓	68.2% ↓
Vietnamese	1,114 ↓	\$11,551 ↓	75.9% ↓
Korean	143 ↓	\$22,092 ↓	80.3% ↓
Tagalog	24 ↓	\$29,026 ↑	81.4% ↑
Arabic	49 ↑	\$7,234 ↓	68.1% ↑
ASL (American Sign Language)	27	\$53,426 ↓	84% ↓

## *Performance Contract Summary*

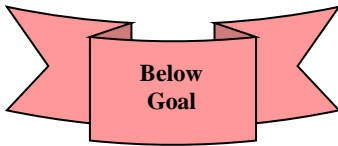
RCOC as of 7/01/2022	All	RCOC #	Goal	Percentage	# Attained
Developmental Center (DC)	23,861	8	0	0.03%	-8
Children in Foster Homes (FH)	11,191	295	273	2.64%	22
Children Own Home Parent/Guardian	11,191	10,853	10,850	96.98%	3
Total # Children (FH,Parent/Guardian)	11,191	11,148	11,123	99.62%	25
Adult FHA	12,662	99	112	0.78%	-13
Independent Living (IL)	12,662	905	902	7.15%	3
Adults Residing Own Home - Parent	12,662	8,740	8,575	69.03%	165
Supported Living (SL)	12,662	498	509	3.93%	-11
Total # Adults (FHA, IL,Parent/Guardian, SL)	12,662	10,242	10,098	80.89%	144
Children Residing in a CCF (7+ beds)	11,191	0	0	0.00%	0
Children Residing in a ICF (7+ beds)	11,191	0	0	0.00%	0
Children Residing in a Nursing Facility (7+ beds)	11,191	0	0	0%	0
Total Children Residing in 7+ bed facilities	11,191	0	0	0.00%	0
Adults Residing in a CCF (7+ beds)	12,662	121	115	0.96%	-6
Adults Residing in a ICF (7+ beds)	12,662	13	6	0.10%	-7
Adults Residing in a Nursing Facility (7+ beds)	12,662	78	75	0.62%	-3
Total Adults Residing in 7+ bed facilities	12,662	212	196	1.67%	-16
Total Individuals Over Age 3 with <=120 days	233	233	100%	100.00%	100.00%
Total Individuals Over Age 3 with 121-240 days	233	0	0%	0.00%	0.00%
Total Individuals Over Age 3 Over 240 days	233	0	0%	0.00%	0.00%
Adults with Integrated Employment Goal	12,662	57%	65%		
Total Number of Incentive Payments Made	12,662	336			
Avg. Wage per Hour After Incentive Payment	12,662	\$13.06			
Number of Persons Served with Earned Income	12,662	2,335			
Percentage of 16-64 Earned Income	12,662	20%			
Annual Earnings of 16-64	12,662	\$9,578			
Number of Adults in CIE After Paid Intern	12,662	11			
Percentage Adults Transitioned Internship to CIE	12,662	14%			
Total Annual Expenditures Race/Ethnicity	23,861				



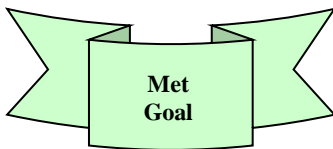
## Performance Contract 2022 Cover Sheet



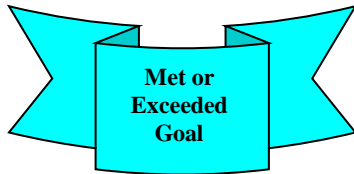
= Better than Statewide Average



= Below Regional Center of Orange County Goal



= Met Regional Center of Orange County Goal



= Met or Exceeded Regional Center of Orange County Goal



= Exceeded Regional Center of Orange County Goal

There will be a variance between consumer data in the Operations Report and the Performance Contract. Consumer data for the Operations Report and the Performance Contract are produced on different dates and from different databases. The Operations Report numbers are based on RCOC's local database as of the end of the month. The Performance Contract numbers are based on RCOC's information as submitted to DDS on a different date.



## Performance Contract 2022

A. Regional Center of Orange County will maintain compliance in the following areas based upon criteria set forth in RCOC's contract with the Department of Developmental Services.

Compliance Measure	Outcome
Unqualified audit with no material findings	Yes
Substantial compliance with DDS fiscal audit	Yes
Operates within OPS budget	Yes
Certified to participate in Waiver	Yes
Compliance with vendor audit requirements per contract, Article III, sec. 10	Met
CDER/ESR current	98.52
Intake/Assessment and IFSP (0-2)	99.52
IPP development biennial	Annual, 99.46
IFSP development	69.28

## Performance Contract 2022

### I. Developmental Center

#### A. Total number and % of regional center caseload in developmental centers.

	Percentage	All consumers	Consumers in DC			
Statewide Average	0.07%	363,649	255			
RCOC Public Hearing 8/18/21	0.04%	22,691	8	Goal	%	# Attained
RCOC 7/01/22	0.03%	23,861	8	0	0.03%	-8
Analysis as of Public Hearing	RCOC % of DD population	6.24%	RCOC % of DC population	3.14%		

#### Planned Activities

**Statement:** The Regional Center of Orange County (RCOC) is committed to providing assistance to individuals and their families who choose to move from a State Developmental Center (SDC) into a less restrictive environment within their home communities.

**Objective:** RCOC will continue to seek new and innovative methods of utilizing available resources, developing non-existing resources, and creating and implementing transition plans that will allow individuals to establish themselves and participate successfully in their home community living arrangements.

- Implementation of Community Placement Plan/Resource Development Plan for FYs 2019-2020 and 2020-2021.

**Progress:** In FY 2019-2020, RCOC moved the last persons served from Fairview Developmental Center into the community. The remaining individuals are served at Porterville Developmental Center where they remain for competency issues. During Public Meetings in August 2021, RCOC had 8 persons served, or 0.03%, in Developmental Centers.

#### Number of Persons Served Residing DCs



	Total Active Caseload	Goal	DC	%	Number Attained
Jan-22	23,442	0	8	0.03%	-8
Feb-22	23,464	0	9	0.04%	-9
Mar-22	23,560	0	9	0.04%	-9
Apr-22	23,669	0	9	0.04%	-9
May-22	23,765	0	9	0.04%	-9
Jun-22	23,861	0	8	0.03%	-8
Jul-22		0			
Aug-22		0			
Sep-22		0			
Oct-22		0			
Nov-22		0			
Dec-22		0			

**Below Goal**

## Performance Contract 2022

### II. Children Residing with Families (Child is defined as under 18 years of age)

#### Planned Activities

**Statement:** The Regional Center of Orange County ensures that children will reside with their families by providing the needed supports and services regardless of the severity of the child's disability.

**Objectives:** Service Coordinators continue to identify, publicize and facilitate access to supports and services for children with developmental disabilities who are considered at risk for out-of-home placement. RCOC will hold an annual presentation on supports and services for persons served including residential and vocational (day services) and other generic resources.

- Continue to assess current supports and services.
- RCOC will work with the Orange County community in effort to support programs, trainings and services designed to provide equal access to child care for families of children with special needs (autism).
- Continue to develop innovative resources for children 0-3 years old (i.e., respite placement).
- RCOC will ensure that persons served are provided opportunities for safety awareness training through schools and other similar programs available.
- Review and revise services, e.g. respite and family support.
- RCOC will assure that families receive full information about the developmental needs of the persons served and what types of services are available.
- RCOC will assure that persons served and their caregivers receive complete assessments and have the opportunity to ask questions, advocate, and access to services. To be evaluated and monitored by a National Core Indicators (NCI) survey of persons served and their caregivers.

**Progress:** A. During public meetings, RCOC had 248, or 2.37%, children in foster homes.

A. Number and % of regional center children in foster homes.

	Percentage	All Children	Children in FH			
Statewide Average	2.83%	183,002	5,170			
RCOC Public Hearing 8/18/21	2.37%	10,482	248	Goal	%	# Attained
RCOC 7/01/22	2.64%	11,191	295	273	2.64%	22
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		4.80%

	Total Children Status 1&2	Goal	Children in Foster Homes	%	Number Attained
Jan-22	10,390	273	289	2.64%	16
Feb-22	10,949	273	292	2.67%	19
Mar-22	10,994	273	291	2.65%	18
Apr-22	11,065	273	298	2.69%	25
May-22	11,127	273	301	2.71%	28
Jun-22	11,191	273	295	2.64%	22
Jul-22		273			
Aug-22		273			
Sep-22		273			
Oct-22		273			
Nov-22		273			
Dec-22		273			

Exceeded Goal

**Progress:** B. During public meetings, RCOC had 10,175, or 97.07%, of children in own home-parent/guardian.

B. Number and % of regional center children in own home-parent/guardian.

	Percentage	All Children	Children in own home Parent/Guardian			
Statewide Average	97.07%	183,002	176,969			
RCOC Public Hearing 8/18/21	97.07%	10,482	10,175	Goal	%	# Attained
RCOC 7/01/22	96.98%	11,191	10,853	10,850	96.98%	3
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		5.75%

	Total Children Status 1&2	Goal	Children in own home Parent/Guardian	%	Number Attained	Met Goal
Jan-22	10,930	10,850	10,591	96.90%	-259	
Feb-22	10,949	10,850	10,604	96.85%	-246	
Mar-22	10,994	10,850	10,655	96.92%	-195	
Apr-22	11,065	10,850	10,720	96.88%	-130	
May-22	11,127	10,850	10,783	96.91%	-67	
Jun-22	11,191	10,850	10,853	96.98%	3	
Jul-22		10,850				
Aug-22		10,850				
Sep-22		10,850				
Oct-22		10,850				
Nov-22		10,850				
Dec-22		10,850				

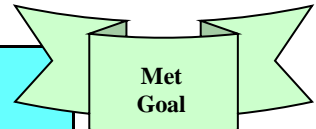
**Progress:** C. During public meetings, RCOC had 10,423, or 99.44%, of children in homes.

C. Total number and % of regional center children in homes (*This is a total of sections A and B above*).

	Percentage	All Children	Total Number Children in Homes			
Statewide Average	99.53%	183,002	182,139			
RCOC Public Hearing 8/18/21	99.44%	10,482	10,423	Goal	%	# Attained
RCOC 7/01/22	99.62%	11,191	11,148	11,123	99.62%	25
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		5.72%



	Total Children Status 1&2	Goal	Total Number Children in Homes	%	Number Attained
Jan-22	10,930	11,123	10,880	99.54%	-243
Feb-22	10,949	11,123	10,896	99.52%	-227
Mar-22	10,994	11,123	10,946	99.56%	-177
Apr-22	11,065	11,123	11,018	99.58%	-105
May-22	11,127	11,123	11,084	99.61%	-39
Jun-22	11,191	11,123	11,148	99.62%	25
Jul-22		11,123			
Aug-22		11,123			
Sep-22		11,123			
Oct-22		11,123			
Nov-22		11,123			
Dec-22		11,123			



## Performance Contract 2022

### III. Adults Residing in Home Settings

#### Planned Activities

**Statement:** RCOC works with persons served and their caregivers and advocates to empower and enable them to assert the rights of persons served to determine and control the living arrangements of their choice. This may include owning, renting, or leasing the home where the persons served resides.

**Objective:** Using the Person Centered Thinking (PCT) Individual Program Planning process, Service Coordinators will continue to identify regional center adult persons served who have the hopes and desires to live in a new living arrangement. Cases are reviewed at least annually for the least restrictive environment.

- RCOC will provide service coordinator training to assist families in establishing maintenance plans in the event of temporary caregiver illness/incapacity and for eventual transition plans.
- RCOC will request vendors to include successionary maintenance and transitional plans in the event of temporary illness/incapacity and transfer of ownership in their program designs.
- RCOC will ensure that persons served are provided opportunities for safety awareness training on a regular and as needed basis.
- RCOC will review and revise services, e.g. respite and family support.
- RCOC will assure that persons served and their caregivers receive complete assessments and have opportunity to ask questions, advocate, and access services. To be evaluated and monitored by an NCI survey of persons served and their caregivers.



**Progress:** A. During public meetings, RCOC had 104, or 0.85%, of adults residing in Adult FHA.

A. Total number and % of regional center adult caseload residing in an Adult Family Home Agency (FHA).

	Percentage	Total Adults Status 2	Adults in FHA			
Statewide Average	0.89%	180,392	1,609			
RCOC Public Hearing 8/18/21	0.85%	12,201	104	Goal	%	# Attained
RCOC 7/01/22	0.78%	12,662	99	112	0.78%	-13
Analysis as of Public Hearing	RCOC % of DD population 6.76%		RCOC % of FH population 6.46%			



	Total Adults Status 2	Goal	Adults in FHA	%	Number Attained
Jan-22	12,504	112	101	0.81%	-11
Feb-22	12,506	112	100	0.80%	-12
Mar-22	12,557	112	100	0.80%	-12
Apr-22	12,595	112	99	0.79%	-13
May-22	12,629	112	99	0.78%	-13
Jun-22	12,662	112	99	0.78%	-13
Jul-22		112			
Aug-22		112			
Sep-22		112			
Oct-22		112			
Nov-22		112			
Dec-22		112			

**Progress:** B. During public meetings, RCOC had 882, or 7.23%, of adults residing in independent living.

B. Total number and % of regional center adults residing in independent living.

	Percentage	Total Adults Status 2	Adults in Independent Living			
Statewide Average	9.76%	180,392	17,608			
RCOC Public Hearing 8/18/21	7.23%	12,201	882	Goal	%	# Attained
RCOC 7/01/22	7.15%	12,662	905	902	7.15%	3
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		5.01%

	Total Adults Status 2	Goal	Adults in Independent Living	%	Number Attained
Jan-22	12,504	902	898	7.18%	-4
Feb-22	12,506	902	901	7.20%	-1
Mar-22	12,557	902	907	7.22%	5
Apr-22	12,595	902	909	7.22%	7
May-22	12,629	902	907	7.18%	5
Jun-22	12,662	902	905	7.15%	3
Jul-22		902			
Aug-22		902			
Sep-22		902			
Oct-22		902			
Nov-22		902			
Dec-22		902			

Exceeded Goal

**Progress:** C. During public meetings, RCOC had 8,310, or 68.11%, of adults residing in own home-parent.

C. Total number and % of regional center adults residing in own home-parent.

	Percentage	Total Adults status 2	Adults Residing Own Home - Parent			
Statewide Average	66.36%	180,392	119,712			
RCOC Public Hearing 8/18/21	68.11%	12,201	8,310	Goal	%	# Attained
RCOC 7/01/22	69.03%	12,662	8,740	8,575	69.03%	165
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		6.94%



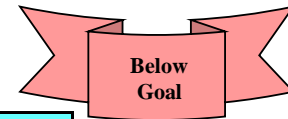
	Total Adults Status 2	Goal	Adults Residing Own Home - Parent	%	Number Attained
Jan-22	12,504	8,575	8,594	68.73%	19
Feb-22	12,506	8,575	8,596	68.74%	21
Mar-22	12,557	8,575	8,641	68.81%	66
Apr-22	12,595	8,575	8,678	68.90%	103
May-22	12,629	8,575	8,698	68.87%	123
Jun-22	12,662	8,575	8,740	69.03%	165
Jul-22		8,575			
Aug-22		8,575			
Sep-22		8,575			
Oct-22		8,575			
Nov-22		8,575			
Dec-22		8,575			

**Exceeded Goal**

**Progress:** D. During public meetings, RCOC had 499, or 4.09%, of adults residing in supported living.

D. Total number and % of regional center adults residing in supported living.

	Percentage	Total Adults status 2	Adults Residing Supported Living			
Statewide Average	5.18%	180,392	9,348			
RCOC Public Hearing 8/18/21	4.09%	12,201	499	Goal	%	# Attained
RCOC 7/01/22	3.93%	12,662	498	509	3.93%	-11
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		5.34%



	Total Adults Status 2	Goal	Adults Residing Supported Living	%	Number Attained
Jan-22	12,504	509	502	4.01%	-7
Feb-22	12,506	509	500	4.00%	-9
Mar-22	12,557	509	500	3.98%	-9
Apr-22	12,595	509	497	3.95%	-12
May-22	12,629	509	500	3.96%	-9
Jun-22	12,662	509	498	3.93%	-11
Jul-22		509			
Aug-22		509			
Sep-22		509			
Oct-22		509			
Nov-22		509			
Dec-22		509			

**Progress:** E. During public meetings, RCOC had 9,795, or 80.28%, of adults residing in home-settings.

E. Total number and % of regional center adults in home settings (*This is a total of sections A, B, C and D above*).

	Percentage	Total Adults status 2	Total Number Adults in Home Settings			
Statewide Average	82.20%	180,392	148,277			
RCOC Public Hearing 8/18/21	80.28%	12,201	9,795	Goal	%	# Attained
RCOC 7/01/22	80.89%	12,662	10,242	10,098	80.89%	144
Analysis as of Public Hearing	RCOC % of DD population 6.76%		RCOC % of FH population 6.61%			

	Total Adults Status 2	Goal	Total Number Adults in Home Settings	%	Number Attained
Jan-22	12,504	10,098	10,095	80.73%	-3
Feb-22	12,506	10,098	10,097	80.74%	-1
Mar-22	12,557	10,098	10,148	80.82%	50
Apr-22	12,595	10,098	10,183	80.58%	85
May-22	12,629	10,098	10,204	80.80%	106
Jun-22	12,662	10,098	10,098	80.89%	144
Jul-22		10,098			
Aug-22		10,098			
Sep-22		10,098			
Oct-22		10,098			
Nov-22		10,098			
Dec-22		10,098			

**Exceeded Goal**



## Performance Contract 2022

### IV. Children Residing in Facilities with Seven or More Beds (Excluding Developmental Centers)

#### Planned Activities

**Statement:** RCOC provides for the needs of children with medical issues or challenging behaviors in seven or greater bed facilities for limited time periods when smaller facilities cannot meet needs.

**Objective:** RCOC will place only those children with medical issues or challenging behaviors in seven or greater bed facilities.

- RCOC will continue seeking appropriate placement in smaller facilities for these children and to support creative services and supports which would allow placement in existing small facilities, as well as development of new small facilities as needed, utilizing appropriate services and supports to ensure success for these persons served.
- RCOC will adhere to Trailer Bill Language relating to the use of larger facilities to ensure the least restrictive environment is supported.

**Progress:** A. During public meetings, RCOC had 1, or 0.01%, of children residing in a Community Care Facility (CCF)(7+ beds). Placements to 7+ bed CCF facilities are at family request and/or due to specialized services.

A. Total number and % of regional center children residing in a CCF (7+ beds).

	Percentage	Total Children Status 1 & 2	Children Residing in a CCF (7+ beds)			
Statewide Average	0.01%	183,002	22			
RCOC Public Hearing 8/18/21	0.01%	10,482	1	Goal	%	# Attained
RCOC 7/01/22	0.00%	11,191	0	0	0.00%	0
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		4.55%



	Total Children status 1&2	Goal	Children Residing in a CCF (7+ beds)	%	Number Attained
Jan-22	10,930	0	0	0.00%	0
Feb-22	10,949	0	0	0.00%	0
Mar-22	10,994	0	0	0.00%	0
Apr-22	11,065	0	0	0.00%	0
May-22	11,084	0	0	0.00%	0
Jun-22	11,191	0	0	0.00%	0
Jul-22		0			
Aug-22		0			
Sep-22		0			
Oct-22		0			
Nov-22		0			
Dec-22		0			

Met Goal

**Progress:** B. During public meetings, RCOC had 1, or 0.01% of children residing in an Immediate Care Facility (CCF)(7+ beds). Placements to 7+ bed ICF facilities are at family request and/or due to specialized services.

B. Total number and % of regional center children residing in an ICF (7+ beds).

	Percentage	Total Children Status 1 & 2	Children Residing in an ICF (7+ beds)			
Statewide Average	0.02%	183,002	30			
RCOC Public Hearing 8/18/21	0.01%	10,482	1	Goal	%	# Attained
RCOC 7/01/22	0.00%	11,191	0	0	0.00%	0
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		3.33%



	Total Children Status 1&2	Goal	Children Residing in a ICF (7+ beds)	%	Number Attained
Jan-22	10,930	0	1	0.01%	-1
Feb-22	10,949	0	1	0.01%	-1
Mar-22	10,994	0	1	0.01%	-1
Apr-22	11,065	0	0	0.00%	0
May-22	11,084	0	0	0.00%	0
Jun-22	11,191	0	0	0.00%	0
Jul-22		0			
Aug-22		0			
Sep-22		0			
Oct-22		0			
Nov-22		0			
Dec-22		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 (7+ beds)			
Statewide Average	0.00%	183,002	7			
RCOC Public Hearing 8/18/21	0.00%	10,482	0	Goal	%	# Attained
RCOC 7/01/22	0.00%	11,191	0	0	0.00%	0
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		0.00%



	Total Children status 1&2	Goal	Children Residing in a Nursing Facility (7+ beds)	%	Number Attained
Jan-22	10,930	0	0	0.00%	0
Feb-22	10,949	0	0	0.00%	0
Mar-22	10,994	0	0	0.00%	0
Apr-22	11,065	0	0	0.00%	0
May-22	11,084	0	0	0.00%	0
Jun-22	11,191	0	0	0.00%	0
Jul-22		0			
Aug-22		0			
Sep-22		0			
Oct-22		0			
Nov-22		0			
Dec-22		0			

Met Goal

**Progress:** D. During public meetings, RCOC had 2, or 0.02%, of children residing in a facility with 7+ beds. Placements to 7+ bed facilities are at family request and/or due to specialized services.

D. Total number and % of regional center children residing in a facility with 7+ beds *(This is a total of sections A, B and C above).*

	Percentage	Total Children Status 1 & 2	Total Children Residing in 7+ bed facilities			
Statewide Average	0.03%	183,002	59			
RCOC Public Hearing 8/18/21	0.02%	10,482	2	Goal	%	# Attained
RCOC 7/01/22	0.00%	11,191	0	0	0.00%	0
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		3.39%



	Total Children Status 1&2	Goal	Total Children Residing in 7+ bed facilities	%	Number Attained
Jan-22	10,930	0	1	0.01%	-1
Feb-22	10,949	0	1	0.01%	-1
Mar-22	10,994	0	1	0.01%	-1
Apr-22	11,065	0	0	0.00%	0
May-22	11,084	0	0	0.00%	0
Jun-22	11,191	0	0	0.00%	0
Jul-22		0			
Aug-22		0			
Sep-22		0			
Oct-22		0			
Nov-22		0			
Dec-22		0			

Met Goal

## Performance Contract 2022

### V. Adults Residing in Facilities with Seven or More Beds (*Excluding Developmental Centers*)

#### Planned Activities

**Statement:** RCOC continues to ensure that individuals with developmental disabilities have more choices in living options regardless of the severity of their disabilities.

**Objective:** RCOC will place only those adults with medical issues or challenging behaviors in seven or greater bed facilities.

- RCOC will continue seeking appropriate placement in smaller facilities for these persons served and to support creative services and supports which would allow placement in existing small facilities, as well as development of new small facilities as needed, utilizing appropriate services and supports to ensure success for these persons served.
- RCOC will adhere to Trailer Bill Language relating to the use of larger residential facilities to ensure the least restrictive environment is supported.

**Progress:** A. During public meetings, RCOC had 124, or 1.02%, of adults residing in a CCF (7+ beds). Placements to 7+ bed facilities are at family request and/or due to specialized services. RCOC also has several long-term care providers with facilities in this category. RCOC will continue to work with these vendors to implement Trailer Bill Language regarding use of these programs.

A. Total number and % of regional center adult caseload residing in a Community Care Facility (CCF)(7+ beds).

	Percentage	Total Adults Status 2	Adults Residing in a CCF (7+ beds)	Goal	%	# Attained
Statewide Average	0.85%	180,392	1,526			
RCOC Public Hearing 8/18/21	1.02%	12,201	124			
RCOC 7/01/22	0.96%	12,662	121	115	0.96%	-6
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		8.13%

	Total Adults Status 2	Goal	Adults Residing in a CCF (7+ beds)	%	Number Attained
Jan-22	12,504	115	123	0.98%	-8
Feb-22	12,506	115	123	0.98%	-8
Mar-22	12,557	115	123	0.98%	-8
Apr-22	12,595	115	122	0.97%	-7
May-22	12,629	115	123	0.98%	-8
Jun-22	12,662	115	121	0.96%	-6
Jul-22		115			
Aug-22		115			
Sep-22		115			
Oct-22		115			
Nov-22		115			
Dec-22		115			

**Below Goal**

**Progress:** B. During public meetings, RCOC had 10, or 0.08%, of adults residing in an Intermediate Care Facility (ICF)(7+ beds). Placements to 7+ bed facilities are at family request and/or due to specialized services.

B. Total number and % of regional center adults residing in an ICF (7+ beds).

	Percentage	Total Adults status 2	Adults Residing in a ICF (7+ beds)			
Statewide Average	0.45%	180,392	812			
RCOC Public Hearing 8/18/21	0.08%	12,201	10	Goal	%	# Attained
RCOC 7/01/22	0.10%	12,662	13	6	0.10%	-7
Analysis as of Public Hearing	RCOC % of DD population 6.76%		RCOC % of FH population 1.23%			



	Total Adults Status 2	Goal	Adults Residing in a ICF (7+ beds)	%	Number Attained
Jan-22	12,504	6	12	0.10%	-6
Feb-22	12,504	6	12	0.10%	-6
Mar-22	12,557	6	13	0.10%	-7
Apr-22	12,595	6	13	0.10%	-7
May-22	12,629	6	13	0.10%	-7
Jun-22	12,662	6	13	0.10%	-7
Jul-22		6			
Aug-22		6			
Sep-22		6			
Oct-22		6			
Nov-22		6			
Dec-22		6			

Below Goal

**Progress:** C. During public meetings, RCOC had 77, or 0.63%, of adults residing in a nursing facility. Placements to nursing facilities are at family request and/or due to specialized services.

C. Total number and % of regional center adult caseload residing in a nursing facility.

	Percentage	Total Adults status 2	Adults Residing in a Nursing Facility (7+ beds)			
Statewide Average	0.55%	180,392	985			
RCOC Public Hearing 8/18/21	0.63%	12,201	77	Goal	%	# Attained
RCOC 7/01/22	0.62%	12,662	78	75	0.62%	-3
Analysis as of Public Hearing	RCOC % of DD population	6.76%	RCOC % of FH population	7.82%		

	Total Adults Status 2	Goal	Adults Residing in a Nursing Facility (7+ beds)	%	Number Attained
Jan-22	12,504	75	79	0.63%	-4
Feb-22	12,506	75	78	0.63%	-3
Mar-22	12,557	75	80	0.64%	-5
Apr-22	12,595	75	80	0.64%	-5
May-22	12,629	75	81	0.64%	-6
Jun-22	12,662	75	78	0.62%	-3
Jul-22		75			
Aug-22		75			
Sep-22		75			
Oct-22		75			
Nov-22		75			
Dec-22		75			

**Below Goal**

**Progress:** D. During public meetings, RCOC had 211, or 1.73%, of adults residing in a facility with 7+ beds. Placements to 7+ bed facilities are at family request and/or due to specialized services.

D. Total number and % of regional center adults residing in a facility with 7+ beds (*This is a total of sections A, B and C above*).

	Percentage	Total Adults Status 2	Total Adults Residing in 7+ bed facilities			
Statewide Average	1.84%	180,392	3,323			
RCOC Public Hearing 8/18/21	1.73%	12,201	211	Goal	%	# Attained
RCOC 7/01/22	1.67%	12,662	212	196	1.67%	-16
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		6.35%



	Total Adults Status 2	Goal	Total Adults Residing in 7+ bed facilities	%	Number Attained
Jan-22	12,504	196	214	1.71%	-18
Feb-22	12,506	196	213	1.70%	-17
Mar-22	12,557	196	216	1.72%	-20
Apr-22	12,595	196	215	1.71%	-19
May-22	12,629	196	217	1.72%	-21
Jun-22	12,662	196	212	1.67%	-16
Jul-22		196			
Aug-22		196			
Sep-22		196			
Oct-22		196			
Nov-22		196			
Dec-22		196			

**Below Goal**

## Performance Contract 2022

### VI. Intake Duration

#### Planned Activities

**Statement:** Management and Service Coordinator staff receive a monthly report on the duration of individuals ages 3 and over who are in the intake process.

**Objective:** RCOC will continue to ensure that the duration of individuals ages 3 and over in the intake process is within mandated timeline.

- RCOC will provide persons served and their caregivers/advocates with initial information about developmental needs, and about the services and supports available, inside and outside of RCOC.

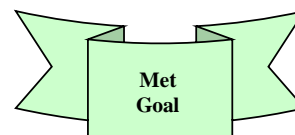
**Progress:** A. During public meetings, RCOC had 227, or 100%, of regional center individuals over age 3 with <=120 days.

A. Total number and % of regional center individuals over age 3 with <= 120 days.

	Percentage	Total # Age 3 or Over	Total # Over Age 3 with <=120 days		
Statewide Average	98.34%	5,911	5,813		
RCOC Public Hearing 8/18/21	100%	227	227	Goal	% Attained
RCOC 7/01/22	100.00%	233	233	100%	100.00%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 with <=120 days	% Attained
Jan-22	201	100%	210	100.00%
Feb-22	216	100%	215	99.54%
Mar-22	198	100%	197	99.49%
Apr-22	207	100%	204	98.55%
May-22	207	100%	206	99.52%
Jun-22	233	100%	233	100.00%
Jul-22		100%		
Aug-22		100%		
Sep-22		100%		
Oct-22		100%		
Nov-22		100%		
Dec-22		100%		





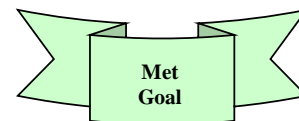
**Progress:** B. During public meetings, RCOC had 0, or 0.00%, of regional center individuals over age 3 with 121-240 days.

B. Total number and % of regional center individuals over age 3 with 121-240 days.

	Percentage	Total Number Individuals Age 3 or Over	Total Number Individuals Over Age 3 with 121-240 days		
Statewide Average	0.85%	5,911	50		
RCOC Public Hearing 8/18/21	0%	227	0	Goal	% Attained
RCOC 7/01/22	0.00%	233	0	0%	0.00%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 with 121-240 days	%
Jan-22	201	0.00%	0	0.00%
Feb-22	216	0.00%	1	0.46%
Mar-22	198	0.00%	1	0.51%
Apr-22	207	0.00%	2	0.97%
May-22	207	0.00%	1	0.48%
Jun-22	233	0.00%	0	0.00%
Jul-22		0.00%		
Aug-22		0.00%		
Sep-22		0.00%		
Oct-22		0.00%		
Nov-22		0.00%		
Dec-22		0.00%		



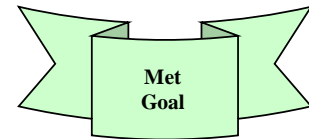
**Progress:** C. During public meetings, RCOC had 0, or 0.00%, of regional center individuals over age 3 with over 240 days.

C. Total number and % of regional center individuals over age 3 with over 240 days.

	Percentage	Total Number Individuals Age 3 or Over	Total Number Individuals Over Age 3 Over 240 days		
Statewide Average	0.81%	5,911	48		
RCOC Public Hearing 8/18/21	0%	227	0	Goal	%
RCOC 7/01/22	0.00%	233	0	0%	0.00%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 Over 240 days	% Attained
Jan-22	201	0%	0	0%
Feb-22	216	0%	0	0%
Mar-22	198	0%	0	0%
Apr-22	207	0%	1	0%
May-22	207	0%	0	0%
Jun-22	233	0%	233	
Jul-22		0%		
Aug-22		0%		
Sep-22		0%		
Oct-22		0%		
Nov-22		0%		
Dec-22		0%		



## Performance Contract 2022

### VII. National Core Indicators (NCI) Employment

#### Planned Activities

**Statement:** RCOC has adopted an Employment First Policy making integrated competitive employment the first option considered by planning teams for every working adult served by RCOC.

**Objective:** RCOC will implement its Employment First Policy by providing persons served and family members with information regarding the opportunity and support to work in employment settings that are meaningful to them and by annually reviewing those opportunities with individuals to ensure they are engaged in activities of their choosing. RCOC will make incentive payments to vendors who assist individuals obtain competitive, integrated employment and maintain those positions over time.

**Progress:** A. Results from the National Core Indicator Surveys conducted in FY 2014-2015, 47% of those interviewed indicating a desire for work in the community. For FY 2018-2019 57% of those interviewed expressed a desire for paid employment in their community.

A. Percentage of adults who reported having integrated employment as a goal in their IPPs.

	Percentage	
RCOC FY 2011-12	46%	Goal
RCOC FY 2014-15	47%	50%
RCOC FY 2018-19	57%	65%
RCOC FY 2022-23		70%

**Progress: B.** RCOC will authorize incentive payments to service providers who assist individuals obtaining competitive integrated employment. RCOC will make initial payments based upon hire date, and additional payments will be made upon subsequent milestones related to length of employment.

B. Total number of 30 day, 6 months, and 12 month, incentive payments made within the fiscal year.

Fiscal Year	30 Day	6 Month	12 Month
2016-2017	95	38	0
2017-2018	155	97	78
2018-2019	151	128	83
2019-2020	131	115	90

\*NOTE: Incentive payments started in FY 2016-17, partial year data

**Progress: C.** RCOC will work with local employment agencies and businesses to assist individuals obtain desired hours of employment on a weekly/monthly basis. Individuals will review this during the initial hiring phase when incentive payments are being sought.

C. Average wages and hours worked for adults engaged in competitive, integrated employment when incentive payments have been made on their behalf.

Fiscal Year	Hours Week	Wage
2016-2017	17	\$10.77
2017-2018	23.5	\$11.31
2018-2019	21	\$12.06
2019-2020	22	\$13.06

**Progress: D.** In FY 2016-2017, RCOC began working with service providers to place individuals into Paid Internship Program (PIP) opportunities to help develop employment interests, and lead into opportunities for competitive integrated employment. The PIP was initiated in FY 2016-2017. In 2019 RCOC had 7 individual within a paid internship that resulted in employment, and for 2020 that number increased to 11 individuals.

D. Number of adults placed in competitive, integrated employment following participation in a Paid Internship Program.

	Total
2016-2017	0
2017-2018	1
2018-2019	7
2019-2020	11

**Progress: E.** RCOC will obtain data related to the overall percentage of adults participating in a paid internship who transition into a competitive employment setting. This program began in FY 2016-17. In FY 2019-2020, 14% of adults transitioned from an Internship to Competitive Employment.

E. Percentage of adults who transitioned from internship to competitive employment.

	% of Adults
2017-2018	13%
2018-2019	21%
2019-2020	14%

**Progress: F.** RCOC will monitor the hourly/salaried wages and hours worked per week for persons served who participate in a paid internship. Hours and wages will be competitively based on the job type and market rate for each setting.

F. Average hourly wage and weekly hours worked in Paid Internship Program during the previous fiscal year.

	Hours Wk.	Wage
2017-2018	14.24	\$11.25
2018-2019	18	\$12.34
2019-2020	13	\$13.43

## Performance Contract 2022

### VIII. Employment Development Department (EDD) Employment

#### Planned Activities

**Statement:** RCOC service coordinators and vendors are implementing RCOC's Employment First Policy of integrated competitive employment as the first option for persons served.

**Objective:** RCOC service coordinators will implement the Employment First Policy by providing persons served and families information on job preparation and procurement at annual Individual Transition Meetings through the school and Individual Program Planning meetings through RCOC. RCOC will continue to work on development of new programs that will emphasize a focus on competitive employment as a primary outcome. RCOC will work with service providers and employers to move individuals participating in Paid Internship Program (PIP) into Competitive Integrated Employment (CIE).

**Progress:** A. Results from the Employment Development Department (EDD) conducted in 2018 indicate that 3,336 persons served ages 16-64 had earned income. In 2019, 2,335 persons served ages 16-64 had earned income.

A. Number of persons served ages 16-64 with earned income.

	RCOC	Statewide Avg.
2015	2,175	962
2016	2,085	1,201
2017	2,341	1,294
2018	3,336	1311
2019	2,335	1341



**Progress: B.** Results from the Employment Development Department in 2018 indicate that 21% of persons served ages 16-64 reported having earned income. In 2019, the percentage of persons served ages 16-64 reporting earned income was 20%.

B. Percentage of people ages 16-64 reporting earned income.

	RCOC	Statewide Avg.
2013	12.80%	12%
2014	17.90%	13.10%
2015	27%	16%
2016	22%	17%
2017	21%	17%
2018	21%	16%
2019	20%	16%

**Progress: C.** Results from the Employment Development Department in 2018 indicate that average annual wage for persons served ages 16-64 was \$8,806. In 2019, the average annual wage for persons served ages 16-64 was \$9,578. This measure will also compare average annual wages of all people with disabilities.

C. Annual earnings of age group 16-64 of people with intellectual disabilities, compared with all persons with disabilities in California.

	RCOC	Statewide Avg.
2013	\$6,691	\$6,697
2014	\$6,086	\$7,044
2015	\$5,681	\$7,248
2016	\$6,613	\$8,327
2017	\$7,580	\$9,033
2018	\$8,806	\$10,317
2019	\$9,578	\$11,327

## Performance Contract 2022

### IX. Reducing Disparities and Improving Equity in Purchase of Service Expenditures.

**Statement:** RCOC works to ensure that support services are flexible and innovative in meeting the family's needs as they evolve over time; are tailored to the preferences of the individual family; and are consistent with their cultural norms and customs.

**Objective:** RCOC service coordinators will work with persons served and families to develop IPP goals and objectives to address their choices of living situations. RCOC will work to develop services in the community that meet the cultural and background preferences of persons served and family members to ensure the availability of resources. RCOC will continue outreach efforts within our community to overcome potential cultural barriers when identifying appropriate services. RCOC is working to expand family outreach and support options by developing new resources within our community. RCOC will continue to develop community programs that allow for a range of options for persons served when selecting those services. RCOC service coordinators will receive initial and ongoing training related to IPP development that ensures meaningful participation of persons served and their families and will focus on Person Centered Thinking skills and outcomes. RCOC will be working to simplify and translate important documents. RCOC continues to outreach with outside agencies such as parent support group leaders, family support groups, social services agencies, faith-based organizations and educational agencies, as well as providing information via e-mail in the primary language of the family.

**Progress:** A. Review of fiscal year 2017-18 purchase of service data and client master file (CMF) for initial data resource. Fiscal year 2019-20 data reflects either an increase or decrease in services and expenditures related to disparity criteria.



**Progress:** A. Review of fiscal year 2019-20 purchase of service data and client master file (CMF). Initial data generation will be compared to subsequent FY information.

A. Percent of total annual purchase of service expenditures by individual's ethnicity and age: Birth to age 2; Age 3-21; 22 and older.

Ethnicity	Total Persons	Percentage of Expenditures	Total Authorized	Utilized
American Indian or Alaska Native	5 ↓	0.3% ↑	\$13,560 ↓	58.2% ↓
Asian	769 ↓	18.9% ↓	\$7,658,368 ↓	62.6% ↓
Black/African American	66 ↓	1.2% ↑	\$501,877 ↑	56.9% ↑
Hispanic	2,010 ↓	34.2% ↑	\$13,896,359 ↓	58.7% ↑
Native Hawaiian or Other Pacific Islander	8 ↑	0.01% ↑	\$71,938 ↑	59.2% ↑
Other Ethnicity or Race / Multi-Cultural	1,449 ↓	27% ↑	\$11,132,262 ↑	60.6% ↑
White	1,004 ↓	18% ↓	\$7,413,103 ↓	60.6% ↓
<b>Totals</b>	<b>5,311 ↓</b>	<b>100.0%</b>	<b>\$40,687,467 ↓</b>	

#### Age 3 Years to 21 Years

Ethnicity	Total Persons	Percentage of Expenditures	Total Authorized	Utilized
American Indian or Alaska Native	15 ↑	0.2% ↑	\$127,020 ↓	79.3% ↑
Asian	1,868 ↑	17.9% ↑	\$14,747,888 ↓	58.5% ↓
Black/African American	178 ↑	2% ↑	\$1,739,150 ↑	67.1% ↑
Hispanic	3,901 ↑	27% ↓	\$24,127,465 ↓	63.6% ↑
Native Hawaiian or Other Pacific Islander	19 ↑	0.1% ↑	\$124,438 ↑	61.9% ↓
Other Ethnicity or Race / Multi-Cultural	1,810 ↑	19.1% ↑	\$16,998,364 ↑	61.8% ↓
White	2,256 ↓	35% ↑	\$31,354,831 ↑	71.7% ↓
<b>Totals</b>	<b>10,047 ↑</b>	<b>100.0%</b>	<b>\$89,219,156 ↑</b>	

#### Age 22 Years and Older

Ethnicity	Total Persons	Percentage of Expenditures	Total Authorized	Utilized
American Indian or Alaska Native	23 ↑	0.3% ↔	\$1,209,523 ↑	89.3% ↑
Asian	1,381 ↑	11.4% ↑	\$47,680,128 ↑	81.7% ↓
Black/African American	251 ↑	2.8% ↓	\$11,614,140 ↑	86.6% ↑
Hispanic	2,644 ↑	18.9% ↑	\$78,479,414 ↑	81% ↓
Native Hawaiian or Other Pacific Islander	11 ↑	0.1%	\$297,683 ↑	84.4% ↓
Other Ethnicity or Race / Multi-Cultural	793 ↑	7.5% ↑	\$31,229,761 ↑	82.4% ↓
White	4,702 ↑	59.2% ↑	\$246,278,710 ↑	85.5% ↓
<b>Totals</b>	<b>9,805 ↑</b>	<b>100.0%</b>	<b>\$416,789,360 ↑</b>	

**Progress:** B. Review of fiscal year 2019-20 purchase of service data and regional center caseload data. Initial data generation will be compared to subsequent FY information.

B. Number of individuals receiving only case management services by age and ethnicity: Birth to age 2; Age 3-21; 22 and older.

**Birth to 2 Years Old**

<b>Ethnicity</b>	<b>Total Eligible</b>	<b>Case Management</b>	<b>Percent No Services</b>
American Indian or Alaska Native	5 ↓	1 ↑	20% ↑
Asian	769 ↓	18 ↓	2.3% ↓
Black/African American	66 ↓	2 ↓	3% ↑
Hispanic	2,010 ↓	82 ↓	3% ↓
Native Hawaiian or Other Pacific Islander	8 ↑	0 ↓	0% ↓
Other Ethnicity or Race / Multi-Cultural	1,449 ↓	53 ↓	3.7% ↓
White	1,004 ↑	46 ↑	4.6% ↑
<b>Totals</b>	<b>5,311 ↓</b>	<b>202 ↓</b>	

**Age 3 Years to 21 Years**

<b>Ethnicity</b>	<b>Total Eligible</b>	<b>Case Management</b>	<b>Percent No Services</b>
American Indian or Alaska Native	15 ↑	3 ↑	20% ↑
Asian	1,886 ↑	550 ↑	29.4% ↑
Black/African American	178 ↑	69 ↑	38.8% ↓
Hispanic	3,901 ↑	1,847 ↑	47.4% ↑
Native Hawaiian or Other Pacific Islander	19 ↑	11 ↑	57.9% ↑
Other Ethnicity or Race / Multi-Cultural	1,810 ↓	529 ↑	29.2% ↑
White	2,256 ↓	585 ↑	25.9% ↑
<b>Totals</b>	<b>10,047 ↑</b>	<b>3,594 ↑</b>	<b>35.8% ↑</b>

**Age 22 Years and Older**

<b>Ethnicity</b>	<b>Total Eligible</b>	<b>Case Management</b>	<b>Percent No Services</b>
American Indian or Alaska Native	23 ↑	4 ↑	17.4% ↑
Asian	1,381 ↑	284 ↑	20.6% ↑
Black/African American	251 ↑	42 ↑	16.7% ↓
Hispanic	2,644 ↑	586 ↑	22.2% ↑
Native Hawaiian or Other Pacific Islander	11 ↑	3 ↑	27.3% ↓
Other Ethnicity or Race / Multi-Cultural	793 ↑	157 ↑	19.8% ↑
White	4,702 ↑	589 ↑	12.5% ↑
<b>Totals</b>	<b>9,805 ↑</b>	<b>1,665 ↑</b>	<b>17% ↑</b>

**Progress:** C. Review of fiscal year 2019-20 purchase of service data and Client Master File. Initial data generation will be compared to subsequent FY information.

C. Per capita purchase of service expenditures by individual's primary language for all ages (30 or more people with language).

Primary Language	Total People	POS Authorized Per Capita	Percentage Utilized
English	19,020 ↑	\$19,569 ↓	80.01% ↑
Spanish	4,574 ↑	\$8,844 ↓	72.7% ↑
Mandarin Chinese	74 ↑	\$10,029 ↓	68.2% ↓
Vietnamese	1,114 ↓	\$11,551 ↓	75.9% ↓
Korean	143 ↓	\$22,092 ↓	80.3% ↓
Tagalog	24 ↓	\$29,026 ↑	81.4% ↑
Arabic	49 ↑	\$7,234 ↓	68.1% ↑
ASL (American Sign Language)	27	\$53,426 ↓	84% ↓

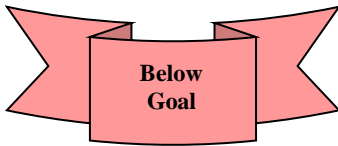
## Performance Contract Summary

RCOC as of 8/01/2022	All	RCOC #	Goal	Percentage	# Attained
Developmental Center (DC)	23,861	8	0	0.03%	-8
Children in Foster Homes (FH)	11,191	295	273	2.64%	22
Children Own Home Parent/Guardian	11,191	10,853	10,850	96.98%	3
Total # Children (FH,Parent/Guardian)	11,191	11,148	11,123	99.62%	25
Adult FHA	12,662	99	112	0.78%	-13
Independent Living (IL)	12,662	905	902	7.15%	3
Adults Residing Own Home - Parent	12,662	8,740	8,575	69.03%	165
Supported Living (SL)	12,662	498	509	3.93%	-11
Total # Adults (FHA, IL,Parent/Guardian, SL)	12,662	10,242	10,098	80.89%	144
Children Residing in a CCF (7+ beds)	11,191	0	0	0.00%	0
Children Residing in a ICF (7+ beds)	11,191	0	0	0.00%	0
Children Residing in a Nursing Facility (7+ beds)	11,191	0	0	0%	0
Total Children Residing in 7+ bed facilities	11,191	0	0	0.00%	0
Adults Residing in a CCF (7+ beds)	12,662	121	115	0.96%	-6
Adults Residing in a ICF (7+ beds)	12,662	13	6	0.10%	-7
Adults Residing in a Nursing Facility (7+ beds)	12,662	78	75	0.62%	-3
Total Adults Residing in 7+ bed facilities	12,662	212	196	1.67%	-16
Total Individuals Over Age 3 with <=120 days	233	233	100%	100.00%	100.00%
Total Individuals Over Age 3 with 121-240 days	233	0	0%	0.00%	0.00%
Total Individuals Over Age 3 Over 240 days	233	0	0%	0.00%	0.00%
Adults with Integrated Employment Goal	12,662	57%	65%		
Total Number of Incentive Payments Made	12,662	336			
Avg. Wage per Hour After Incentive Payment	12,662	\$13.06			
Number of Persons Served with Earned Income	12,662	2,335			
Percentage of 16-64 Earned Income	12,662	20%			
Annual Earnings of 16-64	12,662	\$9,578			
Number of Adults in CIE After Paid Intern	12,662	11			
Percentage Adults Transitioned Internship to CIE	12,662	14%			
Total Annual Expenditures Race/Ethnicity	23,861				

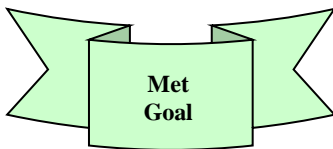
## Performance Contract 2022 Cover Sheet



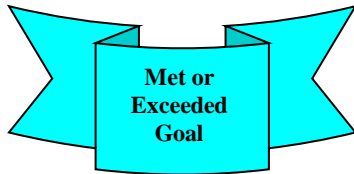
= Better than Statewide Average



= Below Regional Center of Orange County Goal



= Met Regional Center of Orange County Goal



= Met or Exceeded Regional Center of Orange County Goal



= Exceeded Regional Center of Orange County Goal

There will be a variance between consumer data in the Operations Report and the Performance Contract. Consumer data for the Operations Report and the Performance Contract are produced on different dates and from different databases. The Operations Report numbers are based on RCOC's local database as of the end of the month. The Performance Contract numbers are based on RCOC's information as submitted to DDS on a different date.



## Performance Contract 2022

A. Regional Center of Orange County will maintain compliance in the following areas based upon criteria set forth in RCOC's contract with the Department of Developmental Services.

Compliance Measure	Outcome
Unqualified audit with no material findings	Yes
Substantial compliance with DDS fiscal audit	Yes
Operates within OPS budget	Yes
Certified to participate in Waiver	Yes
Compliance with vendor audit requirements per contract, Article III, sec. 10	Met
CDER/ESR current	98.52
Intake/Assessment and IFSP (0-2)	99.52
IPP development biennial	Annual, 99.46
IFSP development	69.28

## Performance Contract 2022

### I. Developmental Center

#### A. Total number and % of regional center caseload in developmental centers.

	Percentage	All consumers	Consumers in DC			
Statewide Average	0.07%	363,649	255			
RCOC Public Hearing 8/18/21	0.04%	22,691	8	Goal	%	# Attained
RCOC 8/01/22	0.03%	23,960	8	0	0.03%	-8
Analysis as of Public Hearing	RCOC % of DD population	6.24%	RCOC % of DC population	3.14%		

#### Planned Activities

**Statement:** The Regional Center of Orange County (RCOC) is committed to providing assistance to individuals and their families who choose to move from a State Developmental Center (SDC) into a less restrictive environment within their home communities.

**Objective:** RCOC will continue to seek new and innovative methods of utilizing available resources, developing non-existing resources, and creating and implementing transition plans that will allow individuals to establish themselves and participate successfully in their home community living arrangements.

- Implementation of Community Placement Plan/Resource Development Plan for FYs 2019-2020 and 2020-2021.

**Progress:** In FY 2019-2020, RCOC moved the last persons served from Fairview Developmental Center into the community. The remaining individuals are served at Porterville Developmental Center where they remain for competency issues. During Public Meetings in August 2021, RCOC had 8 persons served, or 0.03%, in Developmental Centers.

#### Number of Persons Served Residing DCs



	Total Active Caseload	Goal	DC	%	Number Attained
Jan-22	23,442	0	8	0.03%	-8
Feb-22	23,464	0	9	0.04%	-9
Mar-22	23,560	0	9	0.04%	-9
Apr-22	23,669	0	9	0.04%	-9
May-22	23,765	0	9	0.04%	-9
Jun-22	23,861	0	8	0.03%	-8
Jul-22	23,960	0	8	0.03%	-8
Aug-22		0			
Sep-22		0			
Oct-22		0			
Nov-22		0			
Dec-22		0			

Below  
Goal

## Performance Contract 2022

### II. Children Residing with Families (Child is defined as under 18 years of age)

#### Planned Activities

**Statement:** The Regional Center of Orange County ensures that children will reside with their families by providing the needed supports and services regardless of the severity of the child's disability.

**Objectives:** Service Coordinators continue to identify, publicize and facilitate access to supports and services for children with developmental disabilities who are considered at risk for out-of-home placement. RCOC will hold an annual presentation on supports and services for persons served including residential and vocational (day services) and other generic resources.

- Continue to assess current supports and services.
- RCOC will work with the Orange County community in effort to support programs, trainings and services designed to provide equal access to child care for families of children with special needs (autism).
- Continue to develop innovative resources for children 0-3 years old (i.e., respite placement).
- RCOC will ensure that persons served are provided opportunities for safety awareness training through schools and other similar programs available.
- Review and revise services, e.g. respite and family support.
- RCOC will assure that families receive full information about the developmental needs of the persons served and what types of services are available.
- RCOC will assure that persons served and their caregivers receive complete assessments and have the opportunity to ask questions, advocate, and access to services. To be evaluated and monitored by a National Core Indicators (NCI) survey of persons served and their caregivers.



**Progress:** A. During public meetings, RCOC had 248, or 2.37%, children in foster homes.

A. Number and % of regional center children in foster homes.

	Percentage	All Children	Children in FH			
Statewide Average	2.83%	183,002	5,170			
RCOC Public Hearing 8/18/21	2.37%	10,482	248	Goal	%	# Attained
RCOC 7/01/22	2.50%	11,242	281	273	2.50%	8
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		4.80%

	Total Children Status 1&2	Goal	Children in Foster Homes	%	Number Attained
Jan-22	10,390	273	289	2.64%	16
Feb-22	10,949	273	292	2.67%	19
Mar-22	10,994	273	291	2.65%	18
Apr-22	11,065	273	298	2.69%	25
May-22	11,127	273	301	2.71%	28
Jun-22	11,191	273	295	2.64%	22
Jul-22	11,242	273	281	2.50%	8
Aug-22		273			
Sep-22		273			
Oct-22		273			
Nov-22		273			
Dec-22		273			

**Exceeded Goal**

**Progress:** B. During public meetings, RCOC had 10,175, or 97.07%, of children in own home-parent/guardian.

B. Number and % of regional center children in own home-parent/guardian.

	Percentage	All Children	Children in own home Parent/Guardian			
Statewide Average	97.07%	183,002	176,969			
RCOC Public Hearing 8/18/21	97.07%	10,482	10,175	Goal	%	# Attained
RCOC 7/01/22	97.10%	11,242	10,916	10,850	97.10%	66
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		5.75%

	Total Children Status 1&2	Goal	Children in own home Parent/Guardian	%	Number Attained	Met Goal
Jan-22	10,930	10,850	10,591	96.90%	-259	
Feb-22	10,949	10,850	10,604	96.85%	-246	
Mar-22	10,994	10,850	10,655	96.92%	-195	
Apr-22	11,065	10,850	10,720	96.88%	-130	
May-22	11,127	10,850	10,783	96.91%	-67	
Jun-22	11,191	10,850	10,853	96.98%	3	
Jul-22	11,242	10,850	10,916	97.10%	66	
Aug-22		10,850				
Sep-22		10,850				
Oct-22		10,850				
Nov-22		10,850				
Dec-22		10,850				

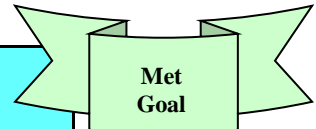
**Progress:** C. During public meetings, RCOC had 10,423, or 99.44%, of children in homes.

C. Total number and % of regional center children in homes (*This is a total of sections A and B above*).

	Percentage	All Children	Total Number Children in Homes			
Statewide Average	99.53%	183,002	182,139			
RCOC Public Hearing 8/18/21	99.44%	10,482	10,423	Goal	%	# Attained
RCOC 7/01/22	99.60%	11,242	11,197	11,123	99.60%	74
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		5.72%



	Total Children Status 1&2	Goal	Total Number Children in Homes	%	Number Attained
Jan-22	10,930	11,123	10,880	99.54%	-243
Feb-22	10,949	11,123	10,896	99.52%	-227
Mar-22	10,994	11,123	10,946	99.56%	-177
Apr-22	11,065	11,123	11,018	99.58%	-105
May-22	11,127	11,123	11,084	99.61%	-39
Jun-22	11,191	11,123	11,148	99.62%	25
Jul-22	11,242	11,123	11,197	99.60%	74
Aug-22		11,123			
Sep-22		11,123			
Oct-22		11,123			
Nov-22		11,123			
Dec-22		11,123			



## Performance Contract 2022

### III. Adults Residing in Home Settings

#### Planned Activities

**Statement:** RCOC works with persons served and their caregivers and advocates to empower and enable them to assert the rights of persons served to determine and control the living arrangements of their choice. This may include owning, renting, or leasing the home where the persons served resides.

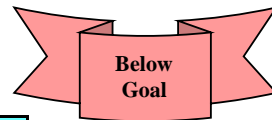
**Objective:** Using the Person Centered Thinking (PCT) Individual Program Planning process, Service Coordinators will continue to identify regional center adult persons served who have the hopes and desires to live in a new living arrangement. Cases are reviewed at least annually for the least restrictive environment.

- RCOC will provide service coordinator training to assist families in establishing maintenance plans in the event of temporary caregiver illness/incapacity and for eventual transition plans.
- RCOC will request vendors to include successionary maintenance and transitional plans in the event of temporary illness/incapacity and transfer of ownership in their program designs.
- RCOC will ensure that persons served are provided opportunities for safety awareness training on a regular and as needed basis.
- RCOC will review and revise services, e.g. respite and family support.
- RCOC will assure that persons served and their caregivers receive complete assessments and have opportunity to ask questions, advocate, and access services. To be evaluated and monitored by an NCI survey of persons served and their caregivers.

**Progress:** A. During public meetings, RCOC had 104, or 0.85%, of adults residing in Adult FHA.

A. Total number and % of regional center adult caseload residing in an Adult Family Home Agency (FHA).

	Percentage	Total Adults Status 2	Adults in FHA			
Statewide Average	0.89%	180,392	1,609			
RCOC Public Hearing 8/18/21	0.85%	12,201	104	Goal	%	# Attained
RCOC 8/01/22	0.77%	12,710	98	112	0.77%	-14
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		6.46%



	Total Adults Status 2	Goal	Adults in FHA	%	Number Attained
Jan-22	12,504	112	101	0.81%	-11
Feb-22	12,506	112	100	0.80%	-12
Mar-22	12,557	112	100	0.80%	-12
Apr-22	12,595	112	99	0.79%	-13
May-22	12,629	112	99	0.78%	-13
Jun-22	12,662	112	99	0.78%	-13
Jul-22	12,710	112	98	0.77%	-14
Aug-22		112			
Sep-22		112			
Oct-22		112			
Nov-22		112			
Dec-22		112			

**Progress:** B. During public meetings, RCOC had 882, or 7.23%, of adults residing in independent living.

B. Total number and % of regional center adults residing in independent living.

	Percentage	Total Adults Status 2	Adults in Independent Living	Goal	%	# Attained
Statewide Average	9.76%	180,392	17,608			
RCOC Public Hearing 8/18/21	7.23%	12,201	882			
RCOC 8/01/22	7.10%	12,710	902	902	7.10%	0
Analysis as of Public Hearing	RCOC % of DD population	6.76%	RCOC % of FH population	5.01%		

	Total Adults Status 2	Goal	Adults in Independent Living	%	Number Attained
Jan-22	12,504	902	898	7.18%	-4
Feb-22	12,506	902	901	7.20%	-1
Mar-22	12,557	902	907	7.22%	5
Apr-22	12,595	902	909	7.22%	7
May-22	12,629	902	907	7.18%	5
Jun-22	12,662	902	905	7.15%	3
Jul-22	12,710	902	902	7.10%	0
Aug-22		902			
Sep-22		902			
Oct-22		902			
Nov-22		902			
Dec-22		902			

Met Goal

**Progress:** C. During public meetings, RCOC had 8,310, or 68.11%, of adults residing in own home-parent.

C. Total number and % of regional center adults residing in own home-parent.

	Percentage	Total Adults status 2	Adults Residing Own Home - Parent			
Statewide Average	66.36%	180,392	119,712			
RCOC Public Hearing 8/18/21	68.11%	12,201	8,310	Goal	%	# Attained
RCOC 8/01/22	69.06%	12,710	8,778	8,575	69.06%	203
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		6.94%



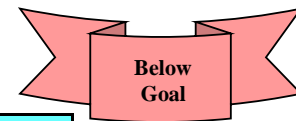
	Total Adults Status 2	Goal	Adults Residing Own Home - Parent	%	Number Attained
Jan-22	12,504	8,575	8,594	68.73%	19
Feb-22	12,506	8,575	8,596	68.74%	21
Mar-22	12,557	8,575	8,641	68.81%	66
Apr-22	12,595	8,575	8,678	68.90%	103
May-22	12,629	8,575	8,698	68.87%	123
Jun-22	12,662	8,575	8,740	69.03%	165
Jul-22	12,710	8,575	8,778	69.06%	203
Aug-22		8,575			
Sep-22		8,575			
Oct-22		8,575			
Nov-22		8,575			
Dec-22		8,575			

Exceeded Goal

**Progress:** D. During public meetings, RCOC had 499, or 4.09%, of adults residing in supported living.

D. Total number and % of regional center adults residing in supported living.

	Percentage	Total Adults status 2	Adults Residing Supported Living			
Statewide Average	5.18%	180,392	9,348			
RCOC Public Hearing 8/18/21	4.09%	12,201	499	Goal	%	# Attained
RCOC 8/01/22	3.92%	12,710	498	509	3.92%	-11
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		5.34%



	Total Adults Status 2	Goal	Adults Residing Supported Living	%	Number Attained
Jan-22	12,504	509	502	4.01%	-7
Feb-22	12,506	509	500	4.00%	-9
Mar-22	12,557	509	500	3.98%	-9
Apr-22	12,595	509	497	3.95%	-12
May-22	12,629	509	500	3.96%	-9
Jun-22	12,662	509	498	3.93%	-11
Jul-22	12,710	509	498	3.92%	-11
Aug-22		509			
Sep-22		509			
Oct-22		509			
Nov-22		509			
Dec-22		509			



**Progress:** E. During public meetings, RCOC had 9,795, or 80.28%, of adults residing in home-settings.

E. Total number and % of regional center adults in home settings (*This is a total of sections A, B, C and D above*).

	Percentage	Total Adults status 2	Total Number Adults in Home Settings			
Statewide Average	82.20%	180,392	148,277			
RCOC Public Hearing 8/18/21	80.28%	12,201	9,795	Goal	%	# Attained
RCOC 8/01/22	80.85%	12,710	10,276	10,098	80.85%	178
Analysis as of Public Hearing	RCOC % of DD population 6.76%		RCOC % of FH population 6.61%			

	Total Adults Status 2	Goal	Total Number Adults in Home Settings	%	Number Attained
Jan-22	12,504	10,098	10,095	80.73%	-3
Feb-22	12,506	10,098	10,097	80.74%	-1
Mar-22	12,557	10,098	10,148	80.82%	50
Apr-22	12,595	10,098	10,183	80.58%	85
May-22	12,629	10,098	10,204	80.80%	106
Jun-22	12,662	10,098	10,242	80.89%	144
Jul-22	12,710	10,098	10,276	80.85%	178
Aug-22		10,098			
Sep-22		10,098			
Oct-22		10,098			
Nov-22		10,098			
Dec-22		10,098			

Exceeded Goal



## Performance Contract 2022

### IV. Children Residing in Facilities with Seven or More Beds (Excluding Developmental Centers)

#### Planned Activities

**Statement:** RCOC provides for the needs of children with medical issues or challenging behaviors in seven or greater bed facilities for limited time periods when smaller facilities cannot meet needs.

**Objective:** RCOC will place only those children with medical issues or challenging behaviors in seven or greater bed facilities.

- RCOC will continue seeking appropriate placement in smaller facilities for these children and to support creative services and supports which would allow placement in existing small facilities, as well as development of new small facilities as needed, utilizing appropriate services and supports to ensure success for these persons served.
- RCOC will adhere to Trailer Bill Language relating to the use of larger facilities to ensure the least restrictive environment is supported.

**Progress:** A. During public meetings, RCOC had 1, or 0.01%, of children residing in a Community Care Facility (CCF)(7+ beds). Placements to 7+ bed CCF facilities are at family request and/or due to specialized services.

A. Total number and % of regional center children residing in a CCF (7+ beds).

	Percentage	Total Children Status 1 & 2	Children Residing in a CCF (7+ beds)			
Statewide Average	0.01%	183,002	22			
RCOC Public Hearing 8/18/21	0.01%	10,482	1	Goal	%	# Attained
RCOC 8/01/22	0.00%	11,242	0	0	0.00%	0
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		4.55%



	Total Children status 1&2	Goal	Children Residing in a CCF (7+ beds)	%	Number Attained
Jan-22	10,930	0	0	0.00%	0
Feb-22	10,949	0	0	0.00%	0
Mar-22	10,994	0	0	0.00%	0
Apr-22	11,065	0	0	0.00%	0
May-22	11,084	0	0	0.00%	0
Jun-22	11,191	0	0	0.00%	0
Jul-22	11,242	0	0	0.00%	0
Aug-22		0			
Sep-22		0			
Oct-22		0			
Nov-22		0			
Dec-22		0			

Met Goal

**Progress:** B. During public meetings, RCOC had 1, or 0.01% of children residing in an Immediate Care Facility (CCF)(7+ beds). Placements to 7+ bed ICF facilities are at family request and/or due to specialized services.

B. Total number and % of regional center children residing in an ICF (7+ beds).

	Percentage	Total Children Status 1 & 2	Children Residing in an ICF (7+ beds)			
Statewide Average	0.02%	183,002	30			
RCOC Public Hearing 8/18/21	0.01%	10,482	1	Goal	%	# Attained
RCOC 8/01/22	0.00%	11,242	0	0	0.00%	0
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		3.33%



	Total Children Status 1&2	Goal	Children Residing in a ICF (7+ beds)	%	Number Attained
Jan-22	10,930	0	1	0.01%	-1
Feb-22	10,949	0	1	0.01%	-1
Mar-22	10,994	0	1	0.01%	-1
Apr-22	11,065	0	0	0.00%	0
May-22	11,084	0	0	0.00%	0
Jun-22	11,191	0	0	0.00%	0
Jul-22	11,242	0	0	0.00%	0
Aug-22		0			
Sep-22		0			
Oct-22		0			
Nov-22		0			
Dec-22		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 (7+ beds)			
Statewide Average	0.00%	183,002	7			
RCOC Public Hearing 8/18/21	0.00%	10,482	0	Goal	%	# Attained
RCOC 8/01/22	0.00%	11,242	0	0	0.00%	0
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		0.00%



	Total Children status 1&2	Goal	Children Residing in a Nursing Facility (7+ beds)	%	Number Attained
Jan-22	10,930	0	0	0.00%	0
Feb-22	10,949	0	0	0.00%	0
Mar-22	10,994	0	0	0.00%	0
Apr-22	11,065	0	0	0.00%	0
May-22	11,084	0	0	0.00%	0
Jun-22	11,191	0	0	0.00%	0
Jul-22	11,242	0	0	0.00%	0
Aug-22		0			
Sep-22		0			
Oct-22		0			
Nov-22		0			
Dec-22		0			

Met Goal

**Progress:** D. During public meetings, RCOC had 2, or 0.02%, of children residing in a facility with 7+ beds. Placements to 7+ bed facilities are at family request and/or due to specialized services.

D. Total number and % of regional center children residing in a facility with 7+ beds *(This is a total of sections A, B and C above).*

	Percentage	Total Children Status 1 & 2	Total Children Residing in 7+ bed facilities			
Statewide Average	0.03%	183,002	59			
RCOC Public Hearing 8/18/21	0.02%	10,482	2	Goal	%	# Attained
RCOC 8/01/22	0.00%	11,242	0	0	0.00%	0
Analysis as of Public Hearing	RCOC % of DD population		5.73%	RCOC % of FH population		3.39%



	Total Children Status 1&2	Goal	Total Children Residing in 7+ bed facilities	%	Number Attained
Jan-22	10,930	0	1	0.01%	-1
Feb-22	10,949	0	1	0.01%	-1
Mar-22	10,994	0	1	0.01%	-1
Apr-22	11,065	0	0	0.00%	0
May-22	11,084	0	0	0.00%	0
Jun-22	11,191	0	0	0.00%	0
Jul-22	11,242	0	0	0.00%	0
Aug-22		0			
Sep-22		0			
Oct-22		0			
Nov-22		0			
Dec-22		0			

Met Goal

## Performance Contract 2022

### V. Adults Residing in Facilities with Seven or More Beds *(Excluding Developmental Centers)*

#### Planned Activities

**Statement:** RCOC continues to ensure that individuals with developmental disabilities have more choices in living options regardless of the severity of their disabilities.

**Objective:** RCOC will place only those adults with medical issues or challenging behaviors in seven or greater bed facilities.

- RCOC will continue seeking appropriate placement in smaller facilities for these persons served and to support creative services and supports which would allow placement in existing small facilities, as well as development of new small facilities as needed, utilizing appropriate services and supports to ensure success for these persons served.
- RCOC will adhere to Trailer Bill Language relating to the use of larger residential facilities to ensure the least restrictive environment is supported.

**Progress:** A. During public meetings, RCOC had 124, or 1.02%, of adults residing in a CCF (7+ beds). Placements to 7+ bed facilities are at family request and/or due to specialized services. RCOC also has several long-term care providers with facilities in this category. RCOC will continue to work with these vendors to implement Trailer Bill Language regarding use of these programs.

A. Total number and % of regional center adult caseload residing in a Community Care Facility (CCF)(7+ beds).

	Percentage	Total Adults Status 2	Adults Residing in a CCF (7+ beds)	Goal	%	# Attained
Statewide Average	0.85%	180,392	1,526			
RCOC Public Hearing 8/18/21	1.02%	12,201	124			
RCOC 8/01/22	0.96%	12,710	122	115	0.96%	-7
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		8.13%

	Total Adults Status 2	Goal	Adults Residing in a CCF (7+ beds)	%	Number Attained
Jan-22	12,504	115	123	0.98%	-8
Feb-22	12,506	115	123	0.98%	-8
Mar-22	12,557	115	123	0.98%	-8
Apr-22	12,595	115	122	0.97%	-7
May-22	12,629	115	123	0.98%	-8
Jun-22	12,662	115	121	0.96%	-6
Jul-22	12,710	115	122	0.96%	-7
Aug-22		115			
Sep-22		115			
Oct-22		115			
Nov-22		115			
Dec-22		115			

**Below  
Goal**



**Progress:** B. During public meetings, RCOC had 10, or 0.08%, of adults residing in an Intermediate Care Facility (ICF)(7+ beds). Placements to 7+ bed facilities are at family request and/or due to specialized services.

B. Total number and % of regional center adults residing in an ICF (7+ beds).

	Percentage	Total Adults status 2	Adults Residing in a ICF (7+ beds)			
Statewide Average	0.45%	180,392	812			
RCOC Public Hearing 8/18/21	0.08%	12,201	10	Goal	%	# Attained
RCOC 8/01/22	0.11%	12,710	14	6	0.11%	-8
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		1.23%



	Total Adults Status 2	Goal	Adults Residing in a ICF (7+ beds)	%	Number Attained
Jan-22	12,504	6	12	0.10%	-6
Feb-22	12,504	6	12	0.10%	-6
Mar-22	12,557	6	13	0.10%	-7
Apr-22	12,595	6	13	0.10%	-7
May-22	12,629	6	13	0.10%	-7
Jun-22	12,662	6	13	0.10%	-7
Jul-22	12,710	6	14	0.11%	-8
Aug-22		6			
Sep-22		6			
Oct-22		6			
Nov-22		6			
Dec-22		6			

**Below Goal**

**Progress:** C. During public meetings, RCOC had 77, or 0.63%, of adults residing in a nursing facility. Placements to nursing facilities are at family request and/or due to specialized services.

C. Total number and % of regional center adult caseload residing in a nursing facility.

	Percentage	Total Adults status 2	Adults Residing in a Nursing Facility (7+ beds)			
Statewide Average	0.55%	180,392	985			
RCOC Public Hearing 8/18/21	0.63%	12,201	77	Goal	%	# Attained
RCOC 8/01/22	0.64%	12,710	81	75	0.64%	-6
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		7.82%

	Total Adults Status 2	Goal	Adults Residing in a Nursing Facility (7+ beds)	%	Number Attained
Jan-22	12,504	75	79	0.63%	-4
Feb-22	12,506	75	78	0.63%	-3
Mar-22	12,557	75	80	0.64%	-5
Apr-22	12,595	75	80	0.64%	-5
May-22	12,629	75	81	0.64%	-6
Jun-22	12,662	75	78	0.62%	-3
Jul-22	12,710	75	81	0.64%	-6
Aug-22		75			
Sep-22		75			
Oct-22		75			
Nov-22		75			
Dec-22		75			

**Below Goal**

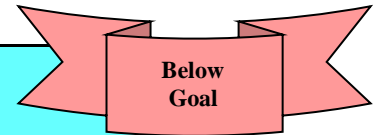
**Progress:** D. During public meetings, RCOC had 211, or 1.73%, of adults residing in a facility with 7+ beds. Placements to 7+ bed facilities are at family request and/or due to specialized services.

D. Total number and % of regional center adults residing in a facility with 7+ beds (*This is a total of sections A, B and C above*).

	Percentage	Total Adults Status 2	Total Adults Residing in 7+ bed facilities			
Statewide Average	1.84%	180,392	3,323			
RCOC Public Hearing 8/18/21	1.73%	12,201	211	Goal	%	# Attained
RCOC 8/01/22	1.71%	12,710	217	196	1.71%	-21
Analysis as of Public Hearing	RCOC % of DD population		6.76%	RCOC % of FH population		6.35%



	Total Adults Status 2	Goal	Total Adults Residing in 7+ bed facilities	%	Number Attained
Jan-22	12,504	196	214	1.71%	-18
Feb-22	12,506	196	213	1.70%	-17
Mar-22	12,557	196	216	1.72%	-20
Apr-22	12,595	196	215	1.71%	-19
May-22	12,629	196	217	1.72%	-21
Jun-22	12,662	196	212	1.67%	-16
Jul-22	12,710	196	217	1.71%	-21
Aug-22		196			
Sep-22		196			
Oct-22		196			
Nov-22		196			
Dec-22		196			



## Performance Contract 2022

### VI. Intake Duration

#### Planned Activities

**Statement:** Management and Service Coordinator staff receive a monthly report on the duration of individuals ages 3 and over who are in the intake process.

**Objective:** RCOC will continue to ensure that the duration of individuals ages 3 and over in the intake process is within mandated timeline.

- RCOC will provide persons served and their caregivers/advocates with initial information about developmental needs, and about the services and supports available, inside and outside of RCOC.

**Progress:** A. During public meetings, RCOC had 227, or 100%, of regional center individuals over age 3 with <=120 days.

A. Total number and % of regional center individuals over age 3 with <= 120 days.

	Percentage	Total # Age 3 or Over	Total # Over Age 3 with <=120 days		
Statewide Average	98.34%	5,911	5,813		
RCOC Public Hearing 8/18/21	100%	227	227	Goal	% Attained
RCOC 7/01/22	99.61%	256	255	100%	99.61%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 with <=120 days	% Attained
Jan-22	201	100%	210	100.00%
Feb-22	216	100%	215	99.54%
Mar-22	198	100%	197	99.49%
Apr-22	207	100%	204	98.55%
May-22	207	100%	206	99.52%
Jun-22	233	100%	233	100.00%
Jul-22	256	100%	255	99.61%
Aug-22		100%		
Sep-22		100%		
Oct-22		100%		
Nov-22		100%		
Dec-22		100%		



**Progress:** B. During public meetings, RCOC had 0, or 0.00%, of regional center individuals over age 3 with 121-240 days.

B. Total number and % of regional center individuals over age 3 with 121-240 days.

	Percentage	Total Number Individuals Age 3 or Over	Total Number Individuals Over Age 3 with 121-240 days		
Statewide Average	0.85%	5,911	50		
RCOC Public Hearing 8/18/21	0%	227	0	Goal	% Attained
RCOC 7/01/22	0.39%	256	1	0%	0.39%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 with 121-240 days	%
Jan-22	201	0.00%	0	0.00%
Feb-22	216	0.00%	1	0.46%
Mar-22	198	0.00%	1	0.51%
Apr-22	207	0.00%	2	0.97%
May-22	207	0.00%	1	0.48%
Jun-22	233	0.00%	0	0.00%
Jul-22	256	0.00%	1	0.39%
Aug-22		0.00%		
Sep-22		0.00%		
Oct-22		0.00%		
Nov-22		0.00%		
Dec-22		0.00%		



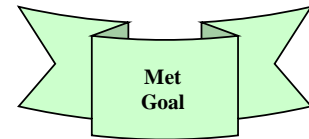
**Progress:** C. During public meetings, RCOC had 0, or 0.00%, of regional center individuals over age 3 with over 240 days.

C. Total number and % of regional center individuals over age 3 with over 240 days.

	Percentage	Total Number Individuals Age 3 or Over	Total Number Individuals Over Age 3 Over 240 days		
Statewide Average	0.81%	5,911	48		
RCOC Public Hearing 8/18/21	0%	227	0	Goal	%
RCOC 7/01/22	0.00%	256	0	0%	0.00%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 Over 240 days	% Attained
Jan-22	201	0%	0	0%
Feb-22	216	0%	0	0%
Mar-22	198	0%	0	0%
Apr-22	207	0%	1	0%
May-22	207	0%	0	0%
Jun-22	233	0%	0	0%
Jul-22	256	0%	0	0%
Aug-22		0%		
Sep-22		0%		
Oct-22		0%		
Nov-22		0%		
Dec-22		0%		



## Performance Contract 2022

### VII. National Core Indicators (NCI) Employment

#### Planned Activities

**Statement:** RCOC has adopted an Employment First Policy making integrated competitive employment the first option considered by planning teams for every working adult served by RCOC.

**Objective:** RCOC will implement its Employment First Policy by providing persons served and family members with information regarding the opportunity and support to work in employment settings that are meaningful to them and by annually reviewing those opportunities with individuals to ensure they are engaged in activities of their choosing. RCOC will make incentive payments to vendors who assist individuals obtain competitive, integrated employment and maintain those positions over time.

**Progress:** A. Results from the National Core Indicator Surveys conducted in FY 2014-2015, 47% of those interviewed indicating a desire for work in the community. For FY 2018-2019 57% of those interviewed expressed a desire for paid employment in their community.

A. Percentage of adults who reported having integrated employment as a goal in their IPPs.

	Percentage	
RCOC FY 2011-12	46%	Goal
RCOC FY 2014-15	47%	50%
RCOC FY 2018-19	57%	65%
RCOC FY 2022-23		70%

**Progress: B.** RCOC will authorize incentive payments to service providers who assist individuals obtaining competitive integrated employment. RCOC will make initial payments based upon hire date, and additional payments will be made upon subsequent milestones related to length of employment.

B. Total number of 30 day, 6 months, and 12 month, incentive payments made within the fiscal year.

Fiscal Year	30 Day	6 Month	12 Month
2016-2017	95	38	0
2017-2018	155	97	78
2018-2019	151	128	83
2019-2020	131	115	90

\*NOTE: Incentive payments started in FY 2016-17, partial year data

**Progress: C.** RCOC will work with local employment agencies and businesses to assist individuals obtain desired hours of employment on a weekly/monthly basis. Individuals will review this during the initial hiring phase when incentive payments are being sought.

C. Average wages and hours worked for adults engaged in competitive, integrated employment when incentive payments have been made on their behalf.

Fiscal Year	Hours Week	Wage
2016-2017	17	\$10.77
2017-2018	23.5	\$11.31
2018-2019	21	\$12.06
2019-2020	22	\$13.06



**Progress: D.** In FY 2016-2017, RCOC began working with service providers to place individuals into Paid Internship Program (PIP) opportunities to help develop employment interests, and lead into opportunities for competitive integrated employment. The PIP was initiated in FY 2016-2017. In 2019 RCOC had 7 individual within a paid internship that resulted in employment, and for 2020 that number increased to 11 individuals.

D. Number of adults placed in competitive, integrated employment following participation in a Paid Internship Program.

	Total
2016-2017	0
2017-2018	1
2018-2019	7
2019-2020	11

**Progress: E.** RCOC will obtain data related to the overall percentage of adults participating in a paid internship who transition into a competitive employment setting. This program began in FY 2016-17. In FY 2019-2020, 14% of adults transitioned from an Internship to Competitive Employment.

E. Percentage of adults who transitioned from internship to competitive employment.

	% of Adults
2017-2018	13%
2018-2019	21%
2019-2020	14%

**Progress: F.** RCOC will monitor the hourly/salaried wages and hours worked per week for persons served who participate in a paid internship. Hours and wages will be competitively based on the job type and market rate for each setting.

F. Average hourly wage and weekly hours worked in Paid Internship Program during the previous fiscal year.

	Hours Wk.	Wage
2017-2018	14.24	\$11.25
2018-2019	18	\$12.34
2019-2020	13	\$13.43



## Performance Contract 2022

### VIII. Employment Development Department (EDD) Employment

#### Planned Activities

**Statement:** RCOC service coordinators and vendors are implementing RCOC's Employment First Policy of integrated competitive employment as the first option for persons served.

**Objective:** RCOC service coordinators will implement the Employment First Policy by providing persons served and families information on job preparation and procurement at annual Individual Transition Meetings through the school and Individual Program Planning meetings through RCOC. RCOC will continue to work on development of new programs that will emphasize a focus on competitive employment as a primary outcome. RCOC will work with service providers and employers to move individuals participating in Paid Internship Program (PIP) into Competitive Integrated Employment (CIE).

**Progress:** A. Results from the Employment Development Department (EDD) conducted in 2018 indicate that 3,336 persons served ages 16-64 had earned income. In 2019, 2,335 persons served ages 16-64 had earned income.

A. Number of persons served ages 16-64 with earned income.

	RCOC	Statewide Avg.
2015	2,175	962
2016	2,085	1,201
2017	2,341	1,294
2018	3,336	1311
2019	2,335	1341



**Progress: B.** Results from the Employment Development Department in 2018 indicate that 21% of persons served ages 16-64 reported having earned income. In 2019, the percentage of persons served ages 16-64 reporting earned income was 20%.

B. Percentage of people ages 16-64 reporting earned income.

	RCOC	Statewide Avg.
2013	12.80%	12%
2014	17.90%	13.10%
2015	27%	16%
2016	22%	17%
2017	21%	17%
2018	21%	16%
2019	20%	16%

**Progress: C.** Results from the Employment Development Department in 2018 indicate that average annual wage for persons served ages 16-64 was \$8,806. In 2019, the average annual wage for persons served ages 16-64 was \$9,578. This measure will also compare average annual wages of all people with disabilities.

C. Annual earnings of age group 16-64 of people with intellectual disabilities, compared with all persons with disabilities in California.

	RCOC	Statewide Avg.
2013	\$6,691	\$6,697
2014	\$6,086	\$7,044
2015	\$5,681	\$7,248
2016	\$6,613	\$8,327
2017	\$7,580	\$9,033
2018	\$8,806	\$10,317
2019	\$9,578	\$11,327



## Performance Contract 2022

### IX. Reducing Disparities and Improving Equity in Purchase of Service Expenditures.

**Statement:** RCOC works to ensure that support services are flexible and innovative in meeting the family's needs as they evolve over time; are tailored to the preferences of the individual family; and are consistent with their cultural norms and customs.

**Objective:** RCOC service coordinators will work with persons served and families to develop IPP goals and objectives to address their choices of living situations. RCOC will work to develop services in the community that meet the cultural and background preferences of persons served and family members to ensure the availability of resources. RCOC will continue outreach efforts within our community to overcome potential cultural barriers when identifying appropriate services. RCOC is working to expand family outreach and support options by developing new resources within our community. RCOC will continue to develop community programs that allow for a range of options for persons served when selecting those services. RCOC service coordinators will receive initial and ongoing training related to IPP development that ensures meaningful participation of persons served and their families and will focus on Person Centered Thinking skills and outcomes. RCOC will be working to simplify and translate important documents. RCOC continues to outreach with outside agencies such as parent support group leaders, family support groups, social services agencies, faith-based organizations and educational agencies, as well as providing information via e-mail in the primary language of the family.

**Progress:** A. Review of fiscal year 2017-18 purchase of service data and client master file (CMF) for initial data resource. Fiscal year 2019-20 data reflects either an increase or decrease in services and expenditures related to disparity criteria.

**Progress:** A. Review of fiscal year 2019-20 purchase of service data and client master file (CMF). Initial data generation will be compared to subsequent FY information.

A. Percent of total annual purchase of service expenditures by individual's ethnicity and age: Birth to age 2; Age 3-21; 22 and older.

Ethnicity	Total Persons	Percentage of Expenditures	Total Authorized	Utilized
American Indian or Alaska Native	5 ↓	0.3% ↑	\$13,560 ↓	58.2% ↓
Asian	769 ↓	18.9% ↓	\$7,658,368 ↓	62.6% ↓
Black/African American	66 ↓	1.2% ↑	\$501,877 ↑	56.9% ↑
Hispanic	2,010 ↓	34.2% ↑	\$13,896,359 ↓	58.7% ↑
Native Hawaiian or Other Pacific Islander	8 ↑	0.01% ↑	\$71,938 ↑	59.2% ↑
Other Ethnicity or Race / Multi-Cultural	1,449 ↓	27% ↑	\$11,132,262 ↑	60.6% ↑
White	1,004 ↓	18% ↓	\$7,413,103 ↓	60.6% ↓
<b>Totals</b>	<b>5,311 ↓</b>	<b>100.0%</b>	<b>\$40,687,467 ↓</b>	

#### Age 3 Years to 21 Years

Ethnicity	Total Persons	Percentage of Expenditures	Total Authorized	Utilized
American Indian or Alaska Native	15 ↑	0.2% ↑	\$127,020 ↓	79.3% ↑
Asian	1,868 ↑	17.9% ↑	\$14,747,888 ↓	58.5% ↓
Black/African American	178 ↑	2% ↑	\$1,739,150 ↑	67.1% ↑
Hispanic	3,901 ↑	27% ↓	\$24,127,465 ↓	63.6% ↑
Native Hawaiian or Other Pacific Islander	19 ↑	0.1% ↑	\$124,438 ↑	61.9% ↓
Other Ethnicity or Race / Multi-Cultural	1,810 ↑	19.1% ↑	\$16,998,364 ↑	61.8% ↓
White	2,256 ↓	35% ↑	\$31,354,831 ↑	71.7% ↓
<b>Totals</b>	<b>10,047 ↑</b>	<b>100.0%</b>	<b>\$89,219,156 ↑</b>	

#### Age 22 Years and Older

Ethnicity	Total Persons	Percentage of Expenditures	Total Authorized	Utilized
American Indian or Alaska Native	23 ↑	0.3% ↔	\$1,209,523 ↑	89.3% ↑
Asian	1,381 ↑	11.4% ↑	\$47,680,128 ↑	81.7% ↓
Black/African American	251 ↑	2.8% ↓	\$11,614,140 ↑	86.6% ↑
Hispanic	2,644 ↑	18.9% ↑	\$78,479,414 ↑	81% ↓
Native Hawaiian or Other Pacific Islander	11 ↑	0.1%	\$297,683 ↑	84.4% ↓
Other Ethnicity or Race / Multi-Cultural	793 ↑	7.5% ↑	\$31,229,761 ↑	82.4% ↓
White	4,702 ↑	59.2% ↑	\$246,278,710 ↑	85.5% ↓
<b>Totals</b>	<b>9,805 ↑</b>	<b>100.0%</b>	<b>\$416,789,360 ↑</b>	



**Progress:** B. Review of fiscal year 2019-20 purchase of service data and regional center caseload data. Initial data generation will be compared to subsequent FY information.

B. Number of individuals receiving only case management services by age and ethnicity: Birth to age 2; Age 3-21; 22 and older.

**Birth to 2 Years Old**

<b>Ethnicity</b>	<b>Total Eligible</b>	<b>Case Management</b>	<b>Percent No Services</b>
American Indian or Alaska Native	5 ↓	1 ↑	20% ↑
Asian	769 ↓	18 ↓	2.3% ↓
Black/African American	66 ↓	2 ↓	3% ↑
Hispanic	2,010 ↓	82 ↓	3% ↓
Native Hawaiian or Other Pacific Islander	8 ↑	0 ↓	0% ↓
Other Ethnicity or Race / Multi-Cultural	1,449 ↓	53 ↓	3.7% ↓
White	1,004 ↑	46 ↑	4.6% ↑
<b>Totals</b>	<b>5,311 ↓</b>	<b>202 ↓</b>	

**Age 3 Years to 21 Years**

<b>Ethnicity</b>	<b>Total Eligible</b>	<b>Case Management</b>	<b>Percent No Services</b>
American Indian or Alaska Native	15 ↑	3 ↑	20% ↑
Asian	1,886 ↑	550 ↑	29.4% ↑
Black/African American	178 ↑	69 ↑	38.8% ↓
Hispanic	3,901 ↑	1,847 ↑	47.4% ↑
Native Hawaiian or Other Pacific Islander	19 ↑	11 ↑	57.9% ↑
Other Ethnicity or Race / Multi-Cultural	1,810 ↓	529 ↑	29.2% ↑
White	2,256 ↓	585 ↑	25.9% ↑
<b>Totals</b>	<b>10,047 ↑</b>	<b>3,594 ↑</b>	<b>35.8% ↑</b>

**Age 22 Years and Older**

<b>Ethnicity</b>	<b>Total Eligible</b>	<b>Case Management</b>	<b>Percent No Services</b>
American Indian or Alaska Native	23 ↑	4 ↑	17.4% ↑
Asian	1,381 ↑	284 ↑	20.6% ↑
Black/African American	251 ↑	42 ↑	16.7% ↓
Hispanic	2,644 ↑	586 ↑	22.2% ↑
Native Hawaiian or Other Pacific Islander	11 ↑	3 ↑	27.3% ↓
Other Ethnicity or Race / Multi-Cultural	793 ↑	157 ↑	19.8% ↑
White	4,702 ↑	589 ↑	12.5% ↑
<b>Totals</b>	<b>9,805 ↑</b>	<b>1,665 ↑</b>	<b>17% ↑</b>

**Progress:** C. Review of fiscal year 2019-20 purchase of service data and Client Master File. Initial data generation will be compared to subsequent FY information.

C. Per capita purchase of service expenditures by individual's primary language for all ages (30 or more people with language).

Primary Language	Total People	POS Authorized Per Capita	Percentage Utilized
English	19,020 ↑	\$19,569 ↓	80.01% ↑
Spanish	4,574 ↑	\$8,844 ↓	72.7% ↑
Mandarin Chinese	74 ↑	\$10,029 ↓	68.2% ↓
Vietnamese	1,114 ↓	\$11,551 ↓	75.9% ↓
Korean	143 ↓	\$22,092 ↓	80.3% ↓
Tagalog	24 ↓	\$29,026 ↑	81.4% ↑
Arabic	49 ↑	\$7,234 ↓	68.1% ↑
ASL (American Sign Language)	27	\$53,426 ↓	84% ↓

**Regional Center of Orange County  
Board Recruitment and Training Committee  
July 11, 2022  
Videoconference Minutes**

**Committee Members Present:** John “Chip” Wright, Chair  
Sylvia Delgado  
Hilda Mendez  
Chinh Nguyen  
Sandy Martin  
Fernando Peña

**Committee Members Absent:** Frances Hernandez

**RCOC Staff Present:** Larry Landauer, Executive Director  
Jerrod Bonner, Information Technologies Director  
Arturo Cazares, Director of Community Services  
Bonnie Ivers, Clinical Director  
Keli Radford, Services and Supports Director  
Marta Vasquez, Director of Finance  
Stacy Wong, Director of Human Resources

Mr. Chip Wright called the videoconference meeting to order at 5:01 p.m.

**I. Board Recruitment**

**A. Review Board Members’ Terms of Office and Upcoming Turnover**

Mr. Wright reviewed the current Terms of Office and the Committee discussed upcoming turnover.

**B. Discuss Recruitment Needs**

The Committee discussed recruitment efforts and the need to recruit new members to ensure continuing compliance with the composition requirements of the Lanterman Act.

Mr. Wright reported that Ms. Barbara Walker’s interview date will be rescheduled for late July or August 2022.

**C. Board Composition Survey to DDS**

Mr. Landauer reported that RCOC has not received the 2022 Board Composition Survey from the Department of Developmental Services (DDS) that must be completed and submitted to DDS by August 15, 2022.



***Board Recruitment and Training Committee Minutes  
July 11, 2022***

**II. Board Development and Training**

**A. Discuss Board Training Schedule and Topics**

The Committee reviewed the outline for the upcoming Board of Directors' Retreat on Saturday, July 16, 2022. The Committee recommended sending email reminders to the Board to ensure in-person attendance.

**III. Community Forum**

No community members were present at the meeting.

Mr. Wright adjourned the meeting at 5:34 p.m.

*Recorder: Sandra Lomeli*

**Regional Center of Orange County  
Policies and Outcomes Committee  
July 18, 2022  
Videoconference Minutes**

**Committee Members Present:** Cliff Amsden, Chairperson  
Meena Chockalingam  
Liza Krassner  
Sandy Martin  
Chip Wright

**RCOC Staff Members Present:** Larry Landauer, Executive Director  
Bette Baber, Chief Financial Officer  
Jerrod Bonner, Director of Information Technology  
Arturo Cazares, Director of Community Services  
Bonnie Ivers, Director of Clinical Services  
Jennifer Montanez, Director of Case Management  
Christy Petteruto, General Counsel  
Keli Radford, Director of Services and Supports  
Jack Stanton, Associate Director of Housing  
Marta Vasquez, Director of Finance  
Stacy Wong, Director of Human Resources

**Corporate Counsel Absent:** David Lester, Esq.

Mr. Cliff Amsden called the videoconference meeting to order at 5:32 p.m.

**I. Governance Policies**

**A. Review of Policy on Insurance Requirements for Providers**

The Committee reviewed and did not propose any revisions to the policy.

**B. Review of Policy on Information Dissemination to Persons Served, Families, Authorized Representatives, and Other Interested Parties**

The Committee reviewed and did not propose any revisions to the policy.

**C. Review of the Start-Up, Gap and Lag Funding Policy**

The Committee reviewed and did not propose any revisions to the policy.

**D. Review of Policy on Resource Development and Procurement**

The Committee reviewed and did not propose any revisions to the policy.

**II. Outcomes**

**A. Person Centered Thinking (PCT) Update**

Mr. Landauer reported that there were no changes to the update that was provided at the Board retreat on July 16, 2022.

**B. Health and Wellness Project Update**

Dr. Bonnie Ivers, RCOC's Clinical Director, reported that there were no changes to the update that was provided at the Board retreat on July 16, 2022.

**C. Employment Update**

Mr. Arturo Cazares, RCOC's Associate Director of Employment, reported that there were no changes to the update that was provided at the Board retreat on July 16, 2022.

**D. Housing Update**

Mr. Jack Stanton, RCOC's Associate Director of Housing, reported that there were no changes to the update that was provided at the Board retreat on July 16, 2022.

**E. National Core Indicators (NCI) Update**

Mr. Landauer reported no updates.

**III. Community Forum**

No community members were present.

Mr. Amsden adjourned the meeting at 5:42 p.m.

*Recorder: Sandra Lomeli*

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: September 1, 2022

TO: Board of Directors

FROM: Clifford Amsden, Chair  
Policies and Outcomes Committee

ACTION	
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	X

SUBJECT: **Policy on Insurance Requirements for Providers**

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 July 17, 2022, the Policies and Outcomes Committee reviewed the Policy on Insurance Requirements for Providers.

REASON FOR CURRENT ITEM:

The Policies and Outcomes Committee did not recommend any revisions to the Policy on Insurance Requirements for Providers.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

This is an information item; no action is required.

## **XI. POLICY ON INSURANCE REQUIREMENTS FOR PROVIDERS**

### **BACKGROUND**

The Regional Center of Orange County (RCOC) has a fiduciary duty to protect the interests of persons served, RCOC and the State of California. RCOC protects the interests of persons served by making sure that providers will have the financial resources to compensate for damages that may be incurred by persons served as a result of negligence or other wrongful acts by providers. RCOC protects the interests of RCOC and the State by making sure that their financial resources are not required to compensate third parties (including persons served) who may be damaged as a result of negligent or wrongful acts by providers. RCOC is committed to assuring the health and safety of the individuals it serves.

### **POLICY**

All providers who are serving RCOC persons served shall maintain general, professional and sexual misconduct liability coverage. RCOC shall be named as an additional insured on all policies of insurance. Providers shall deposit with RCOC the Certificates of Insurance necessary to demonstrate compliance with this insurance requirement.

### **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.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: September 1, 2022

TO: Board of Directors

FROM: Clifford Amsden, Chair  
Policies and Outcomes Committee

ACTION	
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	X

SUBJECT: **Policy on Information Dissemination to Persons Served, Families, Authorized Representatives, and Other Interested Parties**

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 July 17, 2022, the Policies and Outcomes Committee reviewed the Policy on Information Dissemination to Persons Served, Families, Authorized Representatives, and Other Interested Parties.

REASON FOR CURRENT ITEM:

The Policies and Outcomes Committee did not recommend any revisions to the Policy on Information Dissemination to Persons Served, Families, Authorized Representatives, and Other Interested Parties.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

This is an information item; no action is required.

**X. POLICY ON INFORMATION DISSEMINATION TO PERSONS SERVED, FAMILIES, AUTHORIZED REPRESENTATIVES AND OTHER INTERESTED PARTIES**

The purpose of this policy is to standardize formal communication of information to persons served, families, authorized representatives, and other interested parties. Regional Center of Orange County (RCOC) will disseminate information in accordance with applicable laws and regulations, including but not limited to, Welfare and Institutions Code section 4514.

Information released will redact identifying person served and family information to protect confidentiality. Criteria to disseminate information and communication systems to facilitate information sharing with any interested party are as follows:

Information	Communication System
National Core Indicators	Link to Department of Developmental Services (DDS) and Human Services Research Institute (HSRI) on the RCOC website and printed copy available upon request. Highlights published in the RCOC <i>Dialogue</i> annually.
Summary of external reviews of RCOC services, e.g., DDS financial audit, Home-Community Based Services audit including RCOC's response	RCOC website and printed copy available upon request of summary and audits.
All non-parent vendor information	RCOC website and, if requested prior to an initial planning team meeting, a list of applicable vendors will be provided. Subsequently, resource information will be made available by the Service Coordinator when a change in services is requested or anticipated, and/or upon request.
Vendor accreditation reports, Community Care Licensing reports, Dept. of Social Services reports, and Dept. of Health Services reports.	Links to applicable agency websites (e.g., Community Care Licensing, Department of Social Services) on RCOC website.
RCOC's annual quality assurance evaluations of residential facilities	Printed copy of the complete evaluations available upon request.
Vendor referral moratoriums	RCOC website and printed copy available upon request.

- Persons served and families will be informed of the availability of generic vendor data; this will be confirmed by signature of the person served/family that they have been informed of and/or have received such data at the initial Multidisciplinary/Planning Team meeting and/or the Individual Program Plan/Person Centered Plan (IPP/PCP).
- Persons served and families will be informed of the availability of specific vendor data as outlined above; this will be confirmed by signature of the person served/family that they have been informed of and/or have received such data at the initial Multidisciplinary/Planning Team meeting and/or the IPP/PCP.
- In the area of residential and day services, persons served/families will be provided with information regarding providers for the appropriate level of service, as determined by RCOC (e.g., community care facility, intermediate care facility, persons served to staff ratio).
- Additional information regarding a vendor's service deficiency(ies) and audit(s) will be made available to the person served and family as per RCOC guidelines, "Access to Vendor Records."

## **GUIDING PRINCIPLES**

- Service coordinators inform families of their rights and the services and supports available to them.
- Services and supports are sensitive to the diverse religious, cultural, language, socioeconomic and ethnic characteristics of persons' served and their families' communities.



REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: September 1, 2022

TO: Board of Directors

FROM: Clifford Amsden, Chair  
Policies and Outcomes Committee

SUBJECT: **Start-Up, Gap and Lag Funding Policy**

ACTION	
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	X

BACKGROUND:

The Policies and Outcomes Committee is charged with reviewing and/or drafting policies that are necessary to meet the organization's Mission. The Committee is also charged with annually or biennially reviewing policies for their continued usefulness and clarity. At its meeting on July 17, 2022, the Policies and Outcomes Committee reviewed the Start-Up, Gap and Lag Funding Policy.

REASON FOR CURRENT ITEM:

The Policies and Outcomes Committee did not recommend any revisions to the Start-Up, Gap and Lag Funding Policy.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

This is an information item; no action is required.

## **VIII. START-UP, GAP AND LAG FUNDING POLICY**

### **BACKGROUND**

The Regional Center of Orange County (RCOC) is responsible for coordinating services for the individuals we serve. As established in the Lanterman Developmental Disabilities Services Act, RCOC is committed to assuring that the services and supports provided to those we serve utilize all possible sources of funding, including generic resources.

### **POLICY**

#### **Start-Up**

The contract between RCOC and the Department of Developmental Services (DDS) requires regional centers to have a start-up policy approved by the Board of Directors. The RCOC/DDS contract states that the policy must ensure that the use of purchase of service funds is:

1. “Necessary for establishing a new or additional program, project or resource for providing services and support to consumers.
2. Of direct benefit to consumer.
3. Supported by contracts with sufficient detail and measurable performance expectations and results.
4. Not used for routine maintenance of a provider’s plant or facility or for the purchase, lease or maintenance of a provider’s vehicle.
5. Not used for construction, renovation, alteration, improvement, or repair of real property that is not of direct medical or remedial benefit to the consumer.”

RCOC recognizes that, under certain circumstances, it may be in the best interest of individuals served by RCOC to provide start-up funds. RCOC is under no obligation to provide start-up funds and the developers of new or additional programs should include these costs as part of their business plans.

If RCOC provides start-up funds, recipients will be selected through the Request for Proposal (RFP) process, as set forth in the Policy on Resource Development and Procurement. Start-up funds may be awarded outside the RFP process only if the RCOC Board makes a finding that the award is necessary to protect the health and/or safety of a specific individual served by RCOC and votes to approve the award. All start-up funding agreements will include a provision for fair and equitable recoupment of start-up funds should the fund recipient cease to provide services before a specified period of time.

### **Gap and Lag Funding**

RCOC recognizes that, under certain circumstances, it may be in the best interest of individuals served by RCOC for RCOC to fund the period between licensing and Medi-Cal certification, which is known as Gap, for Department of Health licensed facilities, e.g., Intermediate Care Facility – Developmentally Disabled, Habilitative (ICF-DD/H). RCOC is under no obligation to fund Gap and the developer of a Health licensed facility should include these costs as part of its business plan.

RCOC does not fund the period between Medi-Cal certification and receipt of Medi-Cal payments which is known as Lag.

### **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.
- Persons served and their families have knowledge of their healthcare needs, access to qualified medical communities, and support necessary to utilize recommended health services that prevent illness, promote wellness, and are sensitive to their unique needs.
- RCOC will maximize all alternative sources of funding for necessary services and supports including federal and generic funding.
- The public funds that support the service system are expended in a fashion that is person served-directed, cost-effective, consistent with good business practices, and that reflect RCOC's Guiding Principles and diligent stewardship.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: September 1, 2022

TO: Board of Directors

FROM: Clifford Amsden, Chair  
Policies and Outcomes Committee

ACTION	
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	X

SUBJECT: **Policy on Resource Development and Procurement**

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 July 17, 2022, the Policies and Outcomes Committee reviewed the Policy on Resource Development and Procurement.

REASON FOR CURRENT ITEM:

The Policies and Outcomes Committee did not recommend any revisions to the Policy on Resource Development and Procurement.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

This is an information item; no action is required.

## **XVI. POLICY ON RESOURCE DEVELOPMENT AND PROCUREMENT**

### **BACKGROUND**

The Regional Center of Orange County (RCOC) recognizes that in order to meet the needs of the individuals it serves, it may issue requests for proposals for services. As established in the Lanterman Developmental Disabilities Services Act, RCOC is committed to assuring the health, well-being and safety of the individuals it serves.

RCOC also recognizes the importance of transparency and accountability to the community it serves. In keeping with the Lanterman Developmental Disabilities Services Act, RCOC is committed to reporting information with accuracy and transparency and maintaining compliance with the laws, rules and regulations that govern RCOC's business.

The vendorization process is governed by the California Code of Regulations, Title 17. Under Title 17, vendor applicants may qualify and be vendored outside a Request for Proposals (RFP) Process. However, RCOC will continue to use the RFP process for the development of services to meet the needs of those individuals it serves.

### **POLICY**

The contract between the Department of Developmental Services (DDS) and RCOC requires RCOC to have a Board policy on resource development that includes all of the following:

- the circumstances under which the regional center will issue requests for proposals (RFPs) to address a service need;
- the applicable dollar thresholds for requiring the utilization of the RFP process;
- the RFP notification process; and
- how submitted proposals will be evaluated and the applicant selected.

### **REQUEST FOR PROPOSALS PROCESS**

#### **Issuance of Requests and Instructions for Submissions**

There is no dollar threshold for requiring use of the RFP process. RCOC will issue RFPs at least once a year for new services, if any new services are needed, excluding parent-vendor services and services paid at the Schedule of Maximum Allowances, also known as Medi-Cal rates. For existing services obtained through the RFP process for which rates are negotiated, such as transportation, RCOC will issue a new RFP at least once every five (5) years for the service. In accordance with the Start-Up, Gap and Lag Funding Policy, RCOC will also issue RFPs for the award of start-up funding, unless the

RCOC Board makes a finding that the award is necessary to protect the health and/or safety of a specific individual served by RCOC and votes to approve the award. Although the California Code of Regulations, Title 17, section 54322(a) requires regional centers to approve vendorization within 45 days of receipt of all information which specifies that the applicant is in compliance with section 54320(a), RCOC encourages applicants to follow the RFP process.

RFP information is distributed to interested service providers and the general public via RCOC's website. An Information Conference is held after distribution of RFPs in order to answer questions and further clarify the projects.

Electronic documents are required at all stages in the process of becoming a service provider. The proposal must contain the following:

- A completed RFP Response Form,
- An Executive Summary describing the service, staff qualifications and service implementation as described in the RFP, and
- A statement on equality and diversity as required by Welfare and Institutions Code section 4648.11.

#### Proposal Review Process

Proposals will be reviewed by an RFP Review Committee, which shall include RCOC management as well as staff members knowledgeable about the specific services being requested. Supplemental information may be requested. Applicants may be asked to participate in an interview. Any proposal may be rejected if it is incomplete or deviates from the specifications in the RFP. RCOC reserves the right to reject any or all proposals and to cancel the RFP process at its discretion. If negotiations fail with the selected applicant, RCOC reserves the right to re-open negotiations with the next qualified applicant or to re-post the RFP.

#### Criteria for Evaluation of Proposals

Evaluation of the applicant's proposal will consider the following:

- The proposal provides evidence that the applicant understands the needs of individuals to be served and the issues involved in providing quality services.
- Applicant demonstrates an understanding of current "Best Practices" and has incorporated them into the design.
- Proposal outcomes are realistically attainable and can be expected to produce desired outcomes and a higher quality of life for individuals receiving services.

- The applicant's philosophy and values are consistent with RCOC's mission, vision and guiding principles.
- For services with a negotiated rate, whether the applicant is the least costly available provider who is able to meet individuals' needs.

#### Acceptance and Selection of Proposals

All proposals from applicants that meet the specifications, and if required, provide supplemental information and participate in an interview, will be ranked according to the criteria stated above. If the RFP is for services with negotiated rates, proposals will be opened publicly. Once awarded, all selected applicants will be required to complete and comply with the California Code of Regulations, Title 17, and RCOC vendor requirements. Information regarding requests for proposals and contract awards, including the organization or entity awarded the contract, and the amount and purpose of the award, will be posted on RCOC's website (WIC § 4629.5 and 4929.5(b)(4)).

#### **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.
- Services and supports for families recognize, facilitate and build on family strengths, natural supports and existing community resources.
- Service planning and coordination is a collaborative effort between RCOC, persons served and their families to identify needed services and supports.
- RCOC will maximize all alternative sources of funding for necessary services and supports including federal and generic funding.
- The public funds that support the service system are expended in a fashion that is person served-directed, cost-effective, consistent with good business practices, and that reflect RCOC's Guiding Principles and diligent stewardship.
- RCOC aspires to the highest standards of ethical conduct: doing what we say; reporting information with accuracy and transparency; and maintaining full compliance with the laws, rules and regulations that govern RCOC's business.

**Regional Center of Orange County  
Vendor Advisory Committee  
June 14, 2022  
Videoconference Minutes**

**Members:**

**Adult Behavior Management Programs**

Chair, Hector Navarro, absent  
Co-Chair, Atrem Behmanesh, present

**Adult Day Programs**

Chair, Rick Perez, absent  
Co-Chair, Member Pending

**Adult Family Home/Foster Family Agency**

Chair, Katherine Gurney, present  
Co-Chair, Mark Antenucci, present

**Behavior Services**

Chair, Cindy Hebert, present  
Co-Chair, Junie Lazo-Pearson, absent

**Community Care Facilities**

Chair, Member Pending  
Co-Chair, Member Pending

**Early Intervention**

Chair, Junie Lazo-Pearson, absent  
Co-Chair, Pam Alexander, absent

**Habilitation**

Chair, Jodean Hudson, present (*joined at 2:15 p.m.*)  
Co-Chair, Tim Chervenak, absent

**Independent/Supported Living**

Chair, Christine Molina, present  
Co-Chair, Ana Sandoval, absent

**Intermediate Care Facilities**

Chair, Rich Mraule, present  
Co-Chair, Member Pending

**Support Services/Allied Health**

Chair, Andrew Velasco, present  
Co-Chair, Alex Saldana, present (*joined at 2:05 p.m.*)

**Liaisons:**

**CalOptima**

Liaison Pending

**Orange County Transit Authority**

Melissa Mungia, present  
Christina Blanco, absent

**RCOC Staff Present:**

Larry Landauer, Executive Director



***Vendor Advisory Committee Minutes***  
***June 14, 2022***

Bette Baber, Chief Financial Officer  
Jerrod Bonner, Information Technology Director  
Liliana Castillo, Accounting Manager  
Arturo Cazares, Director of Employment  
Christy Petteruto, General Counsel  
Keli Radford, Services and Supports Director  
Jack Stanton, Associate Director of Housing  
Marta Vasquez, Finance Director  
Sean Watson, Risk Management, QA Manager

**Call to Order**

In Ms. Tiffany Bauer's absence, Mr. Jack Stanton, RCOC's Associate Director of Housing, welcomed all attendees and called the videoconference meeting to order at 2:01 p.m.

**I. RCOC Update**

Mr. Larry Landauer reported that the Department of Developmental Services (DDS) extended the due date for the Direct Support Professional Workforce Data Collection survey to June 29, 2022. Mr. Landauer encouraged providers to complete the survey as it is vital information for the system. Providers who complete the survey will receive an incentive payment of \$8,000. Mr. Landauer also reported on the statewide surplus, caseload and the advocacy efforts to accelerate implementation of provider rate increases.

**A. Traditional Rate Increases Update**

Ms. Marta Vasquez, RCOC's Director of Finance, reported that rate changes will be completed by June 30, 2022, for the rate increases effective April 1, 2022.

**II. VAC Chair and Co-Chair Elections**

The Committee elected Mr. Rick Perez as VAC Chairperson and Ms. Junie Lazo-Pearson as Co-Chair for a one-year term commencing July 1, 2022 and ending June 30, 2023.

**III. Board Report**

Mr. Landauer reported that there was a Board of Directors' meeting on June 2, 2022.

**IV. Peer Advisory Committee (PAC) Report**

Mr. Jyusse Corey, RCOC's Peer Advocate, was not present and no report was provided.

**V. Liaison Reports**

**A. CalOptima – Liaison pending**

No representative from CalOptima was present and no report was provided.

**B. Orange County Transportation Authority (OCTA) – Melissa Mungia (present)**

Ms. Melissa Mungia reported that OCTA's ACCESS ridership is increasing. OCTA is working closely with First Transit, OCTA's ACCESS subcontractor, to manage on-time performance. The morning and afternoon peak travel times are the most difficult to manage.

**VI. Member Reports**

**A. Adult Behavior Management – Hector Navarro (absent)**

**B. Adult Day Programs – Rick Perez (absent)**

In Mr. Hector Navarro's and Mr. Rick Perez's absence, Ms. Atrem Behmanesh reported that the subcommittees met and discussed the Self-Determination Program (SDP), transportation and rates. The committees also reviewed the Home and Community-Based Services (HCBS) on-line self-assessment that is due to Mr. Arturo Cazares, RCOC's Director of Employment, by June 22, 2022.

**C. Adult Family Home Agency/Foster Family Agency (AFHA/FFA) – Katherine Gurney (present)**

Ms. Katherine Gurney reported that their subcommittee met and discussed vendor rates, COVID-19 trends and medical requirements for staff.

**D. Behavior Services – Cindy Hebert (present)**

Ms. Cindy Hebert reported that the subcommittee met and discussed vendor rates and had a presentation from CalOptima regarding behavioral services.

**E. Community Care Facilities (CCF) – Member Pending**

Mr. Stanton reported that the subcommittee did not meet; they continue to share information via email.

**F. Early Intervention – Junie Lazo-Pearson (absent)**

In Ms. Junie Lazo-Pearson's and Ms. Pam Alexander's absence, Ms. Hebert reported that the subcommittee did not meet.

**G. Habilitation – Jodean Hudson (present)**

Ms. Jodean Hudson reported that their subcommittee did not meet. Ms. Hudson also reported that Mr. Tim Chervenak resigned from the subcommittee and as Co-Chair.

**H. Independent Living/Supported Living (IL/SL) – Christine Molina (present)**

Ms. Christine Molina reported that the subcommittee will meet later in the day to discuss rates and completion of DDS Direct Support Professional Workforce Data Collection survey.

**I. Intermediate Care Facilities (ICF) – Rich Mraule (present)**

Mr. Rich Mraule reported that the subcommittee did not meet.

**J. Support Services/Allied Health – Andrew Velasco (present)**

Mr. Andrew Velasco reported that the subcommittee met and discussed rate increases and staffing concerns.

**VII. Community Forum**

Ms. Christine Tolbert from the State Council on Developmental Disabilities (SCDD), reported that as of July 1, 2022, the Medi-Cal asset limit for the Aged and Disabled Federal Poverty Level Program was increased to \$130,000 for individuals, \$195,000 for couples.

Ms. Tolbert also reported that SCDD has a total of \$260,000 available to fund Cycle 45 Program Development Grants in four proposed areas: Education, Employment, Health and Safety and Housing. For more information, visit <https://scdd.ca.gov/grantinformation/>.

**VIII. Adjournment**

Mr. Stanton adjourned the meeting at 2:46 p.m.

The next VAC meeting is scheduled for July 12, 2022.

*Recorder: Sandra Lomeli*

**Regional Center of Orange County  
Vendor Advisory Committee  
July 12, 2022  
Videoconference Minutes**

**Members:**

**Adult Behavior Management Programs**

Chair, Hector Navarro, absent  
Co-Chair, Atrem Behmanesh, present

**Adult Day Programs**

Chair, Rick Perez, present  
Co-Chair, Member Pending

**Adult Family Home/Foster Family Agency**

Chair, Katherine Gurney, present  
Co-Chair, Mark Antenucci, present

**Behavior Services**

Chair, Cindy Hebert, present  
Co-Chair, Junie Lazo-Pearson, present

**Community Care Facilities**

Chair, Member Pending  
Co-Chair, Member Pending

**Early Intervention**

Chair, Junie Lazo-Pearson, present  
Co-Chair, Pam Alexander, present

**Habilitation**

Chair, Jodean Hudson, absent  
Co-Chair, Member Pending

**Independent/Supported Living**

Chair, Christine Molina, present  
Co-Chair, Ana Sandoval, present (*joined at 2:07 p.m.*)

**Intermediate Care Facilities**

Chair, Rich Mraule, absent  
Co-Chair, Member Pending

**Support Services/Allied Health**

Chair, Andrew Velasco, present  
Co-Chair, Alex Saldana, absent

**Liaisons:**

**CalOptima**

Liaison Pending

**Orange County Transit Authority**

Melissa Mungia, present  
Christina Blanco, absent

**RCOC Staff Present:**

Larry Landauer, Executive Director

**Vendor Advisory Committee Minutes**  
**July 12, 2022**

Bette Baber, Chief Financial Officer  
Jerrod Bonner, Information Technology Director  
Liliana Castillo, Accounting Manager  
Arturo Cazares, Director of Employment  
Bonnie Ivers, Clinical Director (*joined at 2:03 p.m.*)  
Christy Petteruto, General Counsel  
Keli Radford, Services and Supports Director  
Jack Stanton, Associate Director of Housing  
Marta Vasquez, Finance Director

**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 the Governor signed the budget for fiscal year 2022-23. It included the acceleration of vendor rate increases, funding to reduce caseload ratios, the expansion of early start eligibility to include children with a 25% delay (prior eligibility was 33% delay in one or more developmental areas), repeals the half-day billing restrictions and suspends the Family Cost Participation Program (FCPP) and Annual Family Program Fee (AFPF) through June 2023.

Mr. Landauer shared that the Auditor of the State of California released its report on regional centers titled: *Department of Developmental Services: It Has Not Ensured that Regional Centers Have the Necessary Resources to Effectively Service Californians with Intellectual and Developmental Disabilities*. The audit examined three regional centers: Alta, North Bay and North Los Angeles. Mr. Landauer said that its confirmation that regional centers are underfunded and it will help with legislative action for more funding.

Mr. Landauer also reported on the statewide surplus.

**A. Traditional Rate Increases Update**

Ms. Marta Vasquez, RCOC's Director of Finance, reported that the AB 136 Rate Model rate increases will be accelerated. Phase two of the increases will be effective January 1, 2023, and full implementation will be effective July 1, 2024. Ms. Vasquez added that Alternative Nonresidential Services will end on December 31, 2022.

Ms. Vasquez also shared the additional service codes subject to Electronic Visit Verification (EVV). EVV implementation for regional center personal care services began January 2022. EVV implementation for regional center home health care services is anticipated to be in place by January 2023. Provider self-registration is scheduled to open in the fall of 2022. EVV information is available on the Department of Developmental

***Vendor Advisory Committee Minutes***  
***July 12, 2022***

Services (DDS) website at <https://dds.ca.gov/services/evv>. To join the DDS stakeholder notification list, providers can send an email to [EVV@dds.ca.gov](mailto:EVV@dds.ca.gov).

**II. Board Report**

Mr. Landauer reported that there was no Board meeting in July. The Board of Directors' retreat is scheduled for Saturday, July 16, 2022.

**III. Peer Advisory Committee (PAC) Report**

Mr. Jyusse Corey, RCOC's Peer Advocate, was not present and no report was provided.

**IV. Liaison Reports**

**A. CalOptima – Liaison pending**

No representative from CalOptima was present and no report was provided.

**B. Orange County Transportation Authority (OCTA) – Melissa Mungia (present)**

Ms. Melissa Mungia reported that OCTA's ACCESS ridership is increasing. OCTA is working closely with First Transit, OCTA's ACCESS subcontractor, to manage on-time performance. The morning and afternoon peak-travel times are the most difficult to manage.

**V. Member Reports**

**A. Adult Behavior Management – Hector Navarro (absent)**

**B. Adult Day Programs – Rick Perez (present)**

Mr. Perez reported that the subcommittees met and discussed Alternative Nonresidential Services, staffing, the rising cost of fuel and OCTA's on-time performance issues. The subcommittees also reviewed the Home and Community-Based Services (HCBS) Final Rule self-assessment tool.

**C. Adult Family Home Agency/Foster Family Agency (AFHA/FFA) – Katherine Gurney (present)**

Ms. Katherine Gurney reported that their subcommittee met to discuss the Family Home Placement (FHP) provider agreement, COVID-19 trends, safety practices and the DDS audit in the fall.

**D. Behavior Services – Cindy Hebert (present)**

Ms. Cindy Hebert reported that the subcommittee did not meet.

**E. Community Care Facilities (CCF) – Member Pending**

Mr. Jack Stanton reported that the subcommittee did not meet; they continue to share information via email.

**F. Early Intervention – Junie Lazo-Pearson (present)**

Ms. Junie Lazo-Pearson welcomed Pam Alexander to VAC; the subcommittee did not meet.

**G. Habilitation – Jodean Hudson (absent)**

In Ms. Jodean Hudson's absence, Mr. Stanton reported that the subcommittee did not meet.

**H. Independent Living/Supported Living (IL/SL) – Christine Molina (present)**

Ms. Christine Molina reported that the subcommittee will meet later in the day to discuss staffing challenges and rates.

**I. Intermediate Care Facilities (ICF) – Rich Mraule (absent)**

In Mr. Rich Mraule's absence, Mr. Stanton reported that the subcommittee did not meet.

**J. Support Services/Allied Health – Andrew Velasco (present)**

Mr. Andrew Velasco reported that the subcommittee did not meet.

**VI. Community Forum**

Ms. Christine Tolbert from the State Council on Developmental Disabilities (SCDD) reported that SCDD has a total of \$260,000 available to fund Cycle 45 Program Development Grants in four proposed areas: Education, Employment, Health and Safety and Housing. For more information, visit <https://scdd.ca.gov/grantinformation/>.

The California Statewide Self-Advocacy Chat will be on July 20, 2022.

**VII. Adjournment**

Mr. Stanton adjourned the meeting at 2:30 p.m.

The next VAC meeting is scheduled for September 13, 2022.

*Recorder: Sandra Lomeli*

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: September 1, 2022

TO: Board of Directors

FROM: Rick Perez, Chair  
Vendor Advisory Committee

ACTION	
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	X

SUBJECT: **Vendor Advisory Committee Member of the Board of Directors**

BACKGROUND:

In accordance with the Lanterman Act, Section 4266(i), the Vendor Advisory Committee (VAC) “shall designate one of its members to serve as a member of the regional center board.”

REASON FOR CURRENT ITEM:

At the VAC meeting on June 14, 2022, Mr. Rick Perez was elected to serve as the VAC Chairperson and member of the Board of Directors from July 1, 2022 to June 30, 2023.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

This is an information item; no action is required.



**Regional Center of Orange County  
Peer Advisory Committee  
June 15, 2022  
Videoconference Minutes**

**Committee Members Present:** Sylvia Delgado, Chairperson  
Steven Gersten  
Amy Jessee  
Yvonne Kluttz  
Peter Kuo  
Fernando Peña

**Committee Members Absent:** Marcell Bassett  
Cheryl Day  
Jyusse Corey, Peer Advocate  
Kerri Adamic

**Board Member Present:** Chinh Nguyen

**RCOC Staff Members Present:** Sandra Lomelí, Clerk to the Board of Directors  
Kaitlynn Truong, Family Resources Cultural Specialist

Ms. Sylvia Delgado called the meeting to order at 3:05 p.m.

**I. Welcome and Introductions**

Ms. Delgado welcomed everyone to the Peer Advisory Committee (PAC) meeting and asked members and guests to introduce themselves.

**II. RCOC's Peer Advocate Report**

In Mr. Corey's absence, Ms. Delgado did not have any updates to report.

**III. Comfort Connection Family Resources Center**

Ms. Kaitlynn Truong, RCOC's Family Resources Cultural Specialist, gave a presentation on RCOC's Comfort Connection Family Resources Center.

**IV. Community Forum**

No community members were present at the meeting.

**V. Next Scheduled Meeting**

The next PAC meeting is scheduled for September 21, 2022.

The meeting was adjourned at 3:39 p.m.

*Recorder: Sandra Lomelí*

**Regional Center of Orange County  
Legislative and Community Awareness Committee  
July 12, 2022  
Videoconference Minutes**

**Committee Members Present:** Liza Krassner, Chairperson  
Meena Chockalingam  
Sandy Martin (*joined at 5:10 p.m.*)  
Hilda Mendez (*joined at 5:04 p.m.*)  
Chinh Nguyen  
John “Chip” Wright

**Board Member Present:** Rick Perez

**RCOC Staff Members Present:** Larry Landauer, Executive Director  
Bette Baber, Chief Financial Officer  
Jerrod Bonner, Information Technology Director  
Arturo Cazares, Director of Community Services  
Bonnie Ivers, Clinical Director  
Kathleen McFarlin, Family Resources Manager  
Keli Radford, Director of Services and Supports  
Kaitlynn Truong, Cultural Specialist  
Marta Vasquez, Director of Finance  
Stacy Wong, Director of Human Resources

**Guests:** Linda Blankenship, Consultant  
Anh Nguyen, Consultant

Ms. Liza Krassner called the meeting to order at 5:03 p.m.

## **I. Public Relations**

### **A. News Media Outreach**

Ms. Linda Blankenship reported that the third of four episodes on the Ability Beast Talk podcast with Mr. Wayed Kabir, a person served by RCOC who hosts his own podcast, was posted on April 20, 2022. The podcast episode highlights RCOC’s *Healthy Life, Happy Life* wellness program, featuring Dr. Bonnie Ivers, RCOC’s Clinical Director, and Ms. Renee Pantangco, a person served by RCOC, speaking about her personal wellness journey. These podcast episodes will be shared on RCOC’s website and social media platforms to help spread the message to a broader audience.

Ms. Blankenship also reported on the excellent coverage in the Orange County Register on the Spotlight Awards. The Voice of OC posted Mr. Landauer’s op-ed piece on the state budget/direct care crisis. Mr. Landauer was interviewed by the Los Angeles Times in connection with their story about a new Public Counsel report focused on disparities in purchase of services spending.

**B. Dialogue**

Ms. Blankenship reported that the summer issue of the *Dialogue* will focus on the 2022 Spotlight Award honorees, the fiscal year 2022-23 state budget, everyday wellness and tips for back-to-school.

**C. RCOC Visual Identity Refresh**

Ms. Blankenship presented a sample of the summer issue of the *Dialogue* with the visual refresh. Ms. Blankenship reported that RCOC could increase the number of pages from eight to twelve, with the same content this would allow for more images and more open space on the page. Due to the increase in cost, Mr. Landauer stated that RCOC will continue with the eight-page newsletter. Much discussion ensued about reducing the *Dialogue's* mailing costs by providing only one copy per household, as well as promoting and encouraging the community to sign-up for the digital version of the newsletter.

**D. Website Update**

Ms. Anh Nguyen reported that the visual refresh and redesign of RCOC's website is still in the planning stages.

**E. Social Media**

Ms. Nguyen reported that RCOC's social media strategy continues to be a very successful tool for reaching out to the community.

**II. Legislative Outreach**

**A. ARCA Update**

Ms. Krassner reported that she was unable to attend ARCA's Board of Directors' annual meeting held in Sacramento on June 16-17, 2022; Ms. Sandy Martin attended in her place. Ms. Martin stated that the ARCA Board reviewed their strategic priorities for 2022-23 and received legislative and state budget updates.

**B. Budget Update and Delegation Relationships**

Mr. Landauer reported that the Auditor of the State of California released its report on regional centers titled: *Department of Developmental Services: It Has Not Ensured that Regional Centers Have the Necessary Resources to Effectively Service Californians with Intellectual and Developmental Disabilities*. The state audit included three regional centers: Alta, North Bay and North Los Angeles. Mr. Landauer said that this is confirmation that regional centers are underfunded and it will help with legislative action for more funding.

### **III. Community Outreach**

#### **A. Disparity-Focused Activities and Analytics**

Ms. Keli Radford reported on the number of employment opportunities for outreach positions that will help families navigate the regional center and school systems. The outreach positions include the Resource Group Leader for Educational Services, Self-Determination Program Resource Group Leader, and Community Outreach & Access Coordinator.

Ms. Radford stated that some members from RCOC's Diversity and Inclusion Task Force will work with Ms. Nguyen on the website redesign.

Ms. Radford also reported that RCOC's Family Resource Center staff continues to host virtual coffee chats with Spanish and Vietnamese-speaking parents.

#### **B. Social Recreation Update**

Mr. Landauer reported that RCOC's revised policy on social recreation is still pending approval from the Department of Developmental Services (DDS).

### **IV. Community Forum**

No community members were present at the meeting.

### **V. Other**

Ms. Krassner reported that the Irvine Barclay Theatre would like to invite RCOC's community to its annual holiday event in early December 2022.

Ms. Krassner adjourned the meeting at 5:50 p.m.

*Recorder: Sandra Lomeli*