

REGIONAL CENTER OF ORANGE COUNTY BOARD OF DIRECTORS' MEETING AGENDA

Date: Thursday, September 4, 2025 Time: 6:00 p.m.

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

		Closed Session (Board Members Only)	
	A.	W&I Code §4663 and §4664	Greg Simonian, Esq.
		1. Pending Litigation Welfare & Institutions Code Sections 4663(a)(5) and 4664(a)	
II.		Recess	
III.		General Session	
	A.	Pledge of Allegiance/Reading of RCOC's Mission and Vision Statement	Sandy Martin
	B.	Community Forum for Agenda Items Only***	Sandy Martin
	C.	Budget and Finance Committee	Jacqueline Nguyen
	D.	Consent Calendar*	Sandy Martin
		 Approval of Board of Directors' Minutes for June 5, 2025** Budget and Finance Committee** Approval of Monthly Sufficiency of Allocation Report, May 2025** Approval of Monthly Sufficiency of Allocation Report, June 2025** Approval of Monthly Sufficiency of Allocation Report, July 2025** Approval of Budget Amendment E-4 for Fiscal Year 2023-2024** Approval of Budget Amendment A-3 for Fiscal Year 2024-2025 Approval of Budget Amendment B-2 for Fiscal Year 2025-2026 Approval of Budget Amendment 	
	E.	Executive Director's Report	Larry Landauer
		 Recognition of Persons' Served Employment Longevity Approval of Request for Waiver of Potential Conflict of Interest and Conflict Resolution Plan for Sandra Soto, Quality Assurance Coordinator** Information Regarding Agreement for Start-Up Funds for Specialized Residential Facility for Children with Amare Manor, LLC (CRDP Project No. 2425-4)** 	Theresa Ta
		 Information Regarding Agreement for Start-Up Funds for Specialized Adult Day Program with VILP, Inc. (CRDP Project No. 2425-5)** Information Regarding Agreement for Start-Up Funds for Crisis Personal Assistance Services with My Life Services, Inc. (CRDP Project No. 2425-7)** Operations Report – May 2025** Operations Report – June 2025** Operations Report – July 2025** Performance Contract Report – May 2025** Performance Contract Report – June 2025** Person-Centered Thinking (PCT) Update Employment Update Housing Update Health and Wellness Update 	Jennifer Montanez Arturo Cazares Jack Stanton Bonnie Ivers
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	G.	Board Recruitment and Training Committee**	Sandy Martin
	H.	Policies and Outcomes Committee**	Meena Chockalingam
		 Approval of the Policy on Board Membership and Application Process** Approval of the Start-Up, Gap and Lag Funding Policy** Policy on Resource Development and Procurement** Purchase of Service Policy** 	
	I.	Vendor Advisory Committee**	Rick Perez
		1. Vendor Advisory Committee Member of the Board of Directors**	
	J.	Peer Advisory Committee**	Yvonne Kluttz
	K.	Legislative and Community Awareness Committee**	Bruce Hall
	L.	ARCA Report	Sandy Martin
	M.	Community Forum***	Sandy Martin
	N.	Chairperson's Report	Sandy Martin
	O.	National Core Indicators (NCI) Presentation	Larry Landauer
IV.		Adjournment	Sandy Martin

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

**Attachments for Board members in Board packet.

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

Regional Center of Orange County Board of Directors' Meeting Minutes June 5, 2025

Board Members Present: Sandy Martin, Chairperson

(Members in-person, unless otherwise noted) Marcell Bassett

Meena Chockalingam

Amy Jessee Bruce Hall

Frances Hernandez (joined virtually at 6:03 p.m.)

Yvonne Kluttz Liza Krassner Hilda Mendez Chinh Nguyen Jacqueline Nguyen Fernando Peña

Board Members Absent: Lorena Medina

Rick Perez

Corporate Counsel Present: Greg Simonian, Esq.

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

I. General Session

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

Ms. Amy Jessee 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. Jacqueline Nguyen reported that the Committee approved and recommended for approval all of its items on the consent calendar.

D. Consent Calendar

- 1. Approval of Board of Directors' Minutes for May 1, 2025
- 2. Budget and Finance Committee
 - a. Approval of Monthly Sufficiency of Allocation Report, April 2025
 - b. Approval of Contract and B-1 Allocation for Fiscal Year 2025-26
 - c. Approval of Line of Credit for Fiscal Year 2024-25

- d. Approval of CalPERS Requirement for a Publicly Available Pay Schedule Effective June 5, 2025
- e. Approval of Audited Financials for the Year Ended June 30, 2024

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

E. Executive Director's Report

1. Recognition of Persons' Served Employment Longevity

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

2. Approval of Performance Contract for Fiscal Year 2025-26

M/S/C to Approve the Performance Contract for Fiscal Year 2025-26, as presented

3. Approval of Amendment to Property Acquisition Agreement with Non-Profit Housing Corporation, Brilliant Corners, for the Development of an Enhanced Behavioral Supports Home (CRDP Project No. 2324-11/2425-3)(Westvale)

Ms. Theresa Ta, RCOC's Manager of Safety Net and Resource Development, reported that the Department of Developmental Services (DDS) made a special allocation to RCOC's Community Resource Development Plan (CRDP) for the development of 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. On June 6, 2024, the Board approved a property acquisition agreement with non-profit housing corporation Brilliant Corners for \$350,000. RCOC and Brilliant Corners identified a property in Anaheim with a purchase price of \$1.2 million, and escrow is scheduled to close on June 10, 2025. Upon review of the property, DDS allocated an additional \$68,500 in CRDP start-up funding to increase the down payment amount on the property. The added funding will reduce Brilliant Corners' monthly mortgage payments, and in turn reduce the monthly rent for the service provider who leases the home. This additional funding requires an amendment to the original agreement approved by the Board.

M/S/C to approve the Amendment to Property Acquisition Agreement with Non-Profit Housing Corporation, Brilliant Corners, for the Development of an Enhanced Behavioral Supports Home (CRDP Project No. 2324-11/2425-3)(Westvale), as presented

4. Approval of Amendment No.1 to Property Renovation Agreement with Non-Profit Housing Corporation, Brilliant Corners, for the Development of an Enhanced Behavioral Supports Home (CRDP Project No. 2324-11/2425-3) (Westvale)

Ms. Ta reported that DDS made a special allocation to RCOC's CRDP for the development of an EBSH to serve individuals who currently reside in a restrictive setting, such as a psychiatric hospital, crisis facility, or locked facility, or who are at risk of being placed in a restrictive setting. The Board previously approved a

property renovation agreement for \$400,000 with non-profit housing corporation Brilliant Corners on January 9, 2025. Brilliant Corners has acquired the property where the facility will be located, and DDS has approved an additional \$299,892 in RCOC's CRDP funding for fiscal year 2023-2024 to complete necessary renovations. The request for additional renovation funding was due to a need to address the following: (1) reframe interior to allow accessibility and clear line of sight; (2) install new insulation, reinforced walls, and double pane windows; (3) add 525 square feet for a fourth bedroom; (4) create a concrete parking area and path of travel for side yard and backyard access; (5) replace existing flooring with tile; (6) complete plumbing for bathrooms and laundry area; (7) upgrade electrical as per statemandated California Electrical Code (CEC), compliance; (8) install a new water heater; and (9) install a sprinkler system.

M/S/C to approve Amendment No.1 to Property Renovation Agreement with Non-Profit Housing Corporation, Brilliant Corners, for the Development of an Enhanced Behavioral Supports Home (CRDP Project No. 2324-11/2425-3) (Westvale), as presented

 Information Regarding Amendment to Property Acquisition Agreement with Non-Profit Housing Corporation, Brilliant Corners, for the Development of an Adult Residential Facility for Persons with Special Healthcare Needs - Behavioral (CRDP Project No. 2324-9)(Lizbeth)

Ms. Ta reported that DDS made a special allocation to RCOC's CRDP for the development of an Adult Residential Facility for Persons with Special Healthcare Needs – Behavioral (ARFPSHN-B). This facility will serve individuals with both medical and behavioral needs who currently reside in a restrictive setting, such as a psychiatric hospital, crisis facility, or locked facility, or who are at risk of being placed in a restrictive setting. The Board previously approved a property acquisition agreement with non-profit housing corporation Brilliant Corners on June 6, 2024 for \$300,000. RCOC and Brilliant Corners identified a property in Anaheim with a purchase price of \$1.2 million. When reviewing the property for approval, DDS decided to allocate an additional \$329,885 in CRDP start-up funding to go toward the down payment on the property. This additional funding will reduce Brilliant Corners' monthly mortgage payments, and in turn reduce the monthly rent for the service provider who leases the home. This additional funding required an amendment to the original agreement approved by the Board. The Board was notified of the amendment to the acquisition agreement in accordance with RCOC's Contract Policy on May 9, 2025, and the amendment was subsequently executed by the Executive Director.

6. Approval of Amendment No. 1 to Property Renovation Agreement with Non-Profit Housing Corporation, Brilliant Corners, for the Development of an Adult Residential Facility for Persons with Special Healthcare Needs - Behavioral (CRDP No. 2324-9)(Lizbeth)

Ms. Ta reported that DDS has made an allocation to RCOC's CRDP for the development of an Adult Residential Facility for Persons with Special Healthcare Needs – Behavioral (ARFPSHN-B). This facility will serve individuals with both medical and behavioral needs who currently reside in a restrictive setting, such as a

psychiatric hospital, crisis facility, or locked facility, or who are at risk of being placed in a restrictive setting. The Board previously approved a property renovation agreement for \$400,000 with non-profit housing corporation Brilliant Corners on June 6, 2024. Brilliant Corners has acquired the property where the facility will be located, and DDS has approved additional funding to complete the renovations that the home requires. DDS has approved an additional \$229,301 in RCOC's CRDP funding for fiscal year 2023-2024 for renovation costs. The request for additional renovation funding was due to a need to address the following: (1) install a fire sprinkler system; (2) complete concrete work for ramping around the home to meet ADA regulations; (3) install new tile flooring throughout the home; (4) reframe the layout to create a fifth bedroom and widen the doorways and fire corridor; (5) complete plumbing work for two non-ambulatory bathrooms; (6) upgrade the electrical panel and bring wiring up to code; (7) install a back-up generator; and (8) install a new HVAC system and water heater with recirculation pump.

M/S/C to Approve Amendment No. 1 to Property Renovation Agreement with Non-Profit Housing Corporation, Brilliant Corners, for the Development of an Adult Residential Facility for Persons with Special Healthcare Needs - Behavioral (CRDP No. 2324-9)(Lizbeth), as presented

7. Approval of Start-Up Funding Agreement with Service Provider California Enhanced Behavioral Support Services for Development of an Enhanced Behavioral Supports Home (CRDP Project No. 2425-1) (Russell)

Ms. Ta reported that DDS has made an allocation to RCOC's CRDP for the development of an 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 "buy it once" model will be used for development of the home, which separates ownership of the home from service delivery, so that a service provider can be changed without moving the residents. The Board previously approved agreements with non-profit housing corporation Brilliant Corners for acquisition and renovation of the home on September 1, 2022 (CRDP Project No. 2223-1). Brilliant Corners will lease the home to the service provider. DDS has allocated \$250,000 in CRDP start-up funding for the service provider that will operate the EBSH. On January 8, 2025, RCOC posted a Request for Proposals (RFP) for a service provider. Four responses were received. The RFP Review Committee evaluated the proposals and interviewed the applicants. Enhanced Behavioral Support Services received the highest score and is recommended by the RFP Review Committee for the Start-Up Funding Agreement for Development of an EBSH.

M/S/C to Approve Start-Up Funding Agreement with Service Provider California Enhanced Behavioral Support Services for Development of an Enhanced Behavioral Supports Home (CRDP Project No. 2425-1) (Russell), as presented

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

- California's State Budget. Mr. Landauer reviewed the Association of Regional Center Agencies (ARCA) Response to the Governor's May Revision to the FY 2025-26 DDS Budget letter dated May 19, 2025, which includes the following highlights:
 - Require Provider Mandates for Quality Incentive Payment Eligibility. Includes a reduction of \$221.7 million General Fund in 2026-27 and ongoing associated with requiring compliance with Electronic Visit Verification, financial review/annual audits, and Home and Community-Based Services (HCBS) rules as a pre-condition for eligibility of the quality incentive component of the rate models. This includes corresponding trailer bill.
 - Service Provider Rate Reform Hold Harmless Provision. Proposes a one-time reduction of \$75 million General Fund in 2025-26, and a decrease to reimbursements by \$37,952,000 to end the service provider rate reform hold harmless policy as of February 28, 2026, rather than June 30, 2026.
 - Self-Determination Program Updates. Proposes a reduction of \$22.5 million General Fund in 2025-26, and \$45.5 million General Fund ongoing. This includes corresponding trailer bill.
 - Regional Centers Direct Service Professional Workforce Training and Development. Proposes a reduction of \$17.6 million General Fund in 2025-26 and 2026-27 and \$36.8 million General Fund in 2027-28 and ongoing for this initiative, which the department states has not yet been implemented. It is also requested that reimbursements be decreased by \$8,839,000 in 2025-26 and 2026-27, and \$18.5 million ongoing for these purposes.
 - Porterville Developmental Center Ongoing Savings. Proposes a reduction of \$10 million General Fund in 2026-27 and ongoing reflecting historical savings.
 - *Implicit Bias Training*. Proposes a reduction of \$5.6 million General Fund in 2025-26, with reimbursements to decrease by \$1,476,000 and ongoing to eliminate dedicated resources for refreshing implicit bias training at regional centers. This includes corresponding trailer bill.
 - *Health and Safety Wavier Assistance*. Proposes a reduction of \$3.0 million General Fund in 2025-26, with reimbursements to decrease by \$1,412,000, and ongoing for resources related to providing persons served and families assistance in applying for health and safety waivers. This includes corresponding trailer bill.
- Purchase of Service (POS) Expenditures for Fiscal Year 2024-25. Mr. Landauer reported that there is a projected surplus statewide.

Person Centered Thinking (PCT). In Ms. Jennifer Montanez's absence,
 Mr. Jeffrey Johnson, Central Area Supervisor, reported that RCOC has a created a One-Page Description Padlet, which is an online platform that allows users to organize and share information. The One-Page Description Padlet information is available in English, Korean, Spanish and Vietnamese.

Mr. Johnson also reported that RCOC continues to offer workshops in English and Spanish on Person-Centered Thinking to families and service providers. The first PCT workshop for service providers took place on June 3, 2025 with about 25 individuals in attendance. More information on PCT workshops can be found in the summer issue of *Dialogue*, RCOC's quarterly newsletter, and on RCOC's website at www.rcocdd.com.

- Employment. In Mr. Arturo Cazares' absence, Ms. Anita Kwon, RCOC's Employment and Adult Day Services Manager, reported that discussions with Kaiser Permanente (KP) Anaheim continue regarding development of additional internship opportunities for the Project SEARCH Program. The KP Irvine cohort is halfway through its program and the Children's Hospital of Orange County (CHOC) will restart in March 2026.
- *Housing*. In Mr. Jack Stanton's absence, Ms. Ta reported that RCOC has developed two Enhanced Behavioral Supports Homes (*Ethelbee and Chapman*) that were acquired last year in 2024. Renovations on the two projects were completed in March 2025. RCOC is now working with the provider, Person Centered Options, to prepare the homes for residents. RCOC anticipates having the homes licensed and vendored by the end of August 2025.
- Legislative and Community Awareness (LCA). Mr. Landauer reported that RCOC is finalizing the logistics for Back-to-School Social Recreation Resource Fair in July 2025. The fair will include hundreds of backpacks and school supplies for RCOC families provided by Aveanna Healthcare and 24-Hour Home Care and participation by HCBS approved social recreation vendors.
- Health and Wellness. In Dr. Bonnie Ivers' absence, Mr. Landauer reported that
 Healthy Life, Happy Life (HLHL) Program will host its next graduation for about 150
 participants that started the program earlier this year. The next program session will
 commence in September 2025 and will include three lessons specifically developed
 around stress awareness and management. In addition, HLHL has developed both its
 content and videos in Spanish for the September program.
- *RCOC News*. Mr. Landauer reported that he and his staff continue to work with the Hispanic families group to address their concerns. The group last met on March 26, 2025 and its next meeting is scheduled for June 25, 2025.
- *Self-Determination Program (SDP)*. Mr. Landauer reported that the SDP Local Volunteer Advisory Committee met on June 2, 2025.

F. Executive Committee

Ms. Sandy Martin reported that the Committee met on May 27, 2025, and the next meeting is scheduled for June 16, 2025.

Ms. Martin presented the following agenda items from the Executive Committee for approval:

1. <u>Approval of Board of Directors' Meeting Schedule for Fiscal Year</u> 2025-2026

M/S/C to approve the approval of Board of Directors' Meeting Schedule for Fiscal Year 2025-2026, as presented

G. Board Recruitment and Training Committee

Ms. Martin reported that the Committee met on May 12, 2025, and reviewed the Board composition, upcoming retreat and training topics. A Board training will be held on July10, 2025 on *Board Governance, Conflict of Interest, Whistleblower and Linguistic and Cultural Competency*.

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

H. Policies and Outcomes Committee

Ms. Meena Chockalingam reported that the Committee met on May 27, 2025 and reviewed the Transparency and Public Information Policy and the Whistleblower Policy. Revisions were proposed for the Whistleblower Policy.

Ms. Chockalingam presented revisions to the Whistleblower Policy, as recommended by the Policies and Outcomes Committee:

1. Approval of Revisions to the Whistleblower Policy

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

The next Committee meeting is scheduled for July 21, 2025.

I. Vendor Advisory Committee

In Mr. Rick Perez's absence, Mr. Landauer reported that the Committee met on May 12, 2025.

Mr. Landauer presented the following agenda item for approval:

1. Approval of Vendor Advisory Committee Members

Adult Behavior Management Programs Subcommittee

Chair: Ryan Perez, OC Bridges Adult Day Program

Co-Chair: Katie Bruellet, ABEDI

Adult Family Home Agency (AFHA)/Foster Family Agency (FFA) Subcommittee

Chair: Janeth McDonough, Community Support Solutions Co-Chair: Alexandra Rasey-Smith, Community Support Solutions

Community Care Facilities (CCF) Subcommittee

Chair: Jorge Lozano, Casa Amorosa Co-Chair: Omar Tawfik, Oasis/CalmHaven

Habilitations Subcommittee

Chair: Marina Margaryan, Westview Services

Co-Chair: Jodean Hudson, Goodwill OC

Independent/Supported Living Services (ILS/SLS) Subcommittee

Chair: Christina Molina, Living Independent Fair and Equal (L.I.F.E.) Co-Chair: Ana Sandoval, Living Independent Fair and Equal (L.I.F.E.)

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

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

J. Peer Advisory Committee

Ms. Yvonne Kluttz reported that the Committee met on May 21, 2025 and viewed a presentation on *How to Start a Podcast* by Mr. Wayed Kabir, RCOC's Peer Advocate.

The next Committee meeting is scheduled for June 18, 2025.

K. Legislative and Community Awareness Report

Mr. Bruce Hall reported that the next Committee meeting is scheduled for July 8, 2025.

L. ARCA Report

Ms. Martin reported that the next ARCA Board of Directors meeting is scheduled for June 27, 2025.

M. Community Forum

Ms. Claudia Rivera, a parent, stated that RCOC must change its Zoom webinars into meetings to give families an opportunity to speak and respond on the information being provided at each meeting. Ms. Rivera states that she is a parent that attends RCOC's

Latino Parent meetings and feels that although some progress has been made, more needs to be done to create system changes that will benefit all families. Ms. Rivera asked Board members for their assistance.

Ms. Lizbeth Cañas, a parent, stated that drastic changes are still needed to improve the services for families within the Latino community. Ms. Cañas wants RCOC to provide concrete analysis and data that reflects the improvement of disparity within the community. RCOC must reflect how service coordinators are being trained to approve services and asks the Board to ensure that such changes and trainings are being implemented.

N. Chairperson's Report

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

Ms. Martin reported that the next Board of Directors' meeting is scheduled for September 4, 2025 at 6:00 p.m.

II. Adjournment

Ms. Martin adjourned the meeting at 7:09 p.m.

Yvonne Kluttz, Secretary

Recorder: Sandra Lomelí

Regional Center of Orange County Budget & Finance Committee Meeting Minutes June 5, 2025

Committee Members Present: Jacqueline Nguyen, Chair

Marcell Bassett (arrived at 4:56 p.m.)

Bruce Hall Liza Krazner Sandy Martin Fernando Peña

Other Board Members Present: Yvonne Kluttz (*arrived at 4:15 p.m.*)

Amy Jessee

Board Counsel Present: Greg E. Simonian

RCOC Staff Present: Larry Landauer, Executive Director

Lilian Castillo, Accounting Manager – Vendorization

Valeria de los Angeles, Accounting Supervisor Nancy Franco, Accounting Manager, Operations

Irma Padilla, Human Resources Specialist

Christina Petteruto, General Counsel

Linda Pham, Accounting Manager - Operations

Julie Rodriguez, Accounting Supervisor Marta Vasquez, Chief Financial Officer

Stacy Wong, HR Director

Guests: Tom Huey, CPA

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

1. Approval of Monthly Sufficiency of Allocation Report (SOAR), April 2025

The monthly report for April 2025 was reviewed. RCOC's projected deficit remains at \$25.7 million. RCOC's projected deficit will be \$17.8 million if all \$7.9 million of the State Plan Amendment Receivables are paid.

M/S/C to approve the monthly SOARs

2. Approval of Budget Amendment B-1, Fiscal Year 2025-26

Ms. Vasquez reported that RCOC received the B-1 (previously the Preliminary Allocation). RCOC must return the signed contract and submit its cash advance request to the Department of Developmental Services (DDS) to prevent any disruption in cash flow.

M/S/C to approve the Budget Amendment

3. Approval of Line of Credit for Fiscal Year 2024-25

Ms. Vasquez reported that U.S. Bank has committed a line of credit of \$70 million from June 13, 2025 to September 30, 2025.

M/S/C to approve the Line of Credit.

4. Approval of CalPERS Requirement for a Publicly Available Pay Schedule Effective June 5, 2025

Ms. Vasquez reported that as a result of growth in both caseload and staff, RCOC changed its pay schedule by adding ten new titles and rearranging others to better reflect the job descriptions.

M/S/C to approve Salary Schedule.

5. Approval of Audited Financial Statements for the Year Ended June 30, 2024

Mr. Tom Huey, a partner with Windes, Inc. presented the audited financial statements and Windes' audit approach.

M/S/C to approve the Audited Financial Statements.

The meeting adjourned at 5:08 p.m.

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: September 4, 2025

TO: Board of Directors

FROM: Jacqueline Nguyen

Chair, Budget & Finance Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

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

BACKGROUND:

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

REASON FOR CURRENT ITEM:

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

FISCAL IMPACT:

None.

RECOMMENDATION:

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

AGENDA ITEM: III.D.2.a.

MEMORANDUM

Date: September 4, 2025

To: Board of Directors

From: Budget and Finance Committee

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

Purchase of Services (POS)

As the full implementation of the Rate Models continues and new Directives are issued, expenditures and the projected deficit have both increased. RCOC's projected deficit is \$38.0 million, an increase of \$12.0 million over April's SOAR projection. RCOC's deficit will be \$30.1 million if all \$7.9 million of the State Plan Amendment receivables are paid.

As previously shared, RCOC submitted a one-time Sufficiency of Allocation Report (SOAR) for fiscal year 2024-25 to the Department of Developmental Services (DDS) on April 10, 2025. At that time, RCOC projected a deficit of \$25.7 million. RCOC's deficit would be \$17.8 million if all \$7.9 million of the State Plan Amendment receivables were paid.

The ongoing challenge affecting this year's projection continues to be the full implementation of the Rate Models, including the Quality Incentive Payments. RCOC continues to receive Directives from DDS to fully implement the rates for some service codes retroactive to January 2025.

The projection includes the fiscal impact of prior years' and current year's rate increases.

- the continuation of prior year minimum wage increases,
- the continuation of the Rate Model increase effective April 1, 2022 and January 1, 2023, (a total of 50% of the difference between the rate calculated by Burns & Associates and the rate as of March 31, 2022),
- the continuation of the Rate Model adjustment for Independent Living Services,
- the continuation of the application of the Rate Model rate to Personal Assistance Worker Administration services,
- the continuation of the rate increases for occupational, physical and speech therapy, and
- the continuation of sick leave increases.
- the retroactive minimum wage and IRS mileage rate increases effective July 1, 2024,
- the application of the Rate Model agency rate to Respite Worker Administration services effective July 1, 2024,
- the minimum wage increase effective January 1, 2025,

• the full implementation of the final phase of the Rate Models effective January 1, 2025, (an additional 40% of the difference between the rate calculated by Burns and Associates and the rate as of March 31, 2022, and 10% in quality incentives for vendors that registered for the Provider Directory).

The projection also includes the projected costs of 601 persons served who are aging out from school to regional center-funded adult day programs.

Year-to-date, RCOC's caseload increased by 1,340 for an annualized caseload growth of 5.1%; the regional center system increased 33,227 persons for an annualized caseload growth of 7.6%.

Operations

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

Monthly Sufficiency of Allocation Report As of May 31, 2025

		A	В	C	D	E	F	G	Н
					SOAR		VARIANCE		
			ACTUAL	PROJECTED	PROJECTED	(column A-D)/A)	(column A-D)	CHANGE	
		A-2	SPENT	EXPENDITURES	EXPENDITURES	%	AMOUNT	FROM PRIOR	SPENT
	PURCHASE OF SERVICE	ALLOCATION	YEAR TO DATE	AT "RUN RATE"	4/10/2025	YEAR TO	D DATE	MO. REPORTED	PRIOR YEAR
(1)	Licensed Residential Care	\$ 225,955,062	\$ 211,136,495	\$ 230,330,722	226,683,525	0%	-\$728,463	\$0	\$206,633,014
(2)	Day Care	1,982,163	1,005,082	1,693,958	1,982,163	0%	\$0	0	1,499,788
(3)	Day Training	85,647,121	91,082,083	99,362,272	94,359,937	-10%	-\$8,712,816	0	76,791,854
(4)	Habilitation	9,771,746	7,998,358	9,054,745	9,771,746	0%	\$0	0	8,510,309
(5)	Transportation	21,652,981	16,520,403	21,089,876	25,877,202	-20%	-\$4,224,221	0	16,093,890
(6)	Respite	73,213,934	70,534,764	84,641,717	85,289,928	-16%	-\$12,075,994	. 0	57,355,609
(7)	Personal Assistance	70,874,436	65,181,087	71,106,640	70,874,436	0%	\$0	0	60,719,741
(8)	Supported Living	73,471,566	70,641,993	77,063,992	73,471,566	0%	\$0	0	62,282,919
(9)	Non-medical	40,796,805	36,651,586	39,983,548	40,796,805	0%	\$0	0	32,795,486
(10)	Medical	16,152,198	16,344,566	17,830,436	16,152,198	0%	\$0	0	11,276,544
(11)	Other	87,214,230	80,520,247	87,122,705	87,214,230	0%	\$0	0	63,168,839
(12)	Early Start (Age 0-3)	45,883,152	36,508,925	38,096,270	45,883,152	0%	\$0	0	40,278,477
(13)	Community Placement Plan	3,006,513	-		-	n/a	n/a	0	1,281,386
(-)		- / /						<u> </u>	, , , , ,
(14)	Purchase of Service Total	755,621,907	704,125,589	777,376,882	778,356,888	-3%	-25,741,494	. 0	638,687,856
	OPERATIONS						-\$17,832,004	If all SPA receival	oles are paid.
(15)	Operating Expense (Gross)	12,989,075	7,946,044	8,668,412	12,989,075	0%	0	0	7,744,527
(16)	Less Interest Income and SPA Fees	-600,000	-2,634,144	-2,873,612	-600,000	0%	0		-2,340,983
` /	_								
(17)	Operating Expense (Net)	12,389,075	5,311,900	5,794,800	12,389,075	0%	0	0	5,403,544
(18)	Personal Services	68,940,980	51,858,447	56,572,851	68,940,980	0%	0	0	50,743,360
` /		, , ,		, ,	, ,,				, , ,
(19)	Family Resource Center/Services	269,299	195,641	213,427	269,299	0%	0	0	228,214
(20)	Operations Total	81,599,354	57,365,988	62,581,078	81,599,354	0%	0	0	56,375,117
(21)	Total	\$837,221,261	\$761,491,577	\$839,957,960	\$859,956,242	0%	-\$25,741,494	\$0	\$695,062,973

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

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

STATEMENT OF ASSETS, LIABILITIES AND FUND BALANCES AS OF MAY 31, 2025

ASSETS	GENERAL FUND	CUSTODIAL FUND
CURRENT ASSETS		
Petty cash Checking Savings Money market Payroll Donations Unemployment Certificate of deposit	\$300.00 83,938,160.50 34,899.58 0.00 445,118.25 210,469.75 803,952.55 0.00	\$72,498.33
Total current assets	85,432,900.63	72,498.33
RECEIVABLES		
State claim Client support revenue Due from State - prior years Due from ICF - ICF Supplemental Services	139,188,314.96 29,065.94 31,103,221.93 4,107,746.24	519.52
Total receivables	174,428,349.07	519.52
PREPAID ITEMS		
Deposits Prepaid expense	293,582.86	
Total prepaid items	293,582.86	0.00
OTHER ASSETS		
Tenant improvements Building acquisition	155,666.58 63,613.98	
Total other assets	219,280.56	0.00
TOTAL ASSETS	\$260,374,113.12	\$73,017.85
LIABILITIES AND FUND BALANCES		
LIABILITIES		
Accounts payable Due to State - ICF Supplemental Services Loans payable Cash advance Unemployment insurance	\$41,959,423.48 0.00 0.00 217,448,701.22 755,518.67	\$29,065.94
Total liabilities	260,163,643.37	29,065.94
FUND BALANCES		
General Donations Custodial	210,469.75	43,951.91
TOTAL LIABILITIES AND FUND BALANCES	\$260,374,113.12	\$73,017.85

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

Beginning Balance		\$210,110.86
Donations:		
Frontstream SPV LLC	\$26.00	
Loan Payments	323.97	
Interest	8.92	
Disbursements	0.00	
Net Increase (Decrease)		358.89
Ending Balance		\$210,469.75

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: September 4, 2025

TO: Board of Directors

FROM: Jacqueline Nguyen

Chair, Budget & Finance Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

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

BACKGROUND:

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

REASON FOR CURRENT ITEM:

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

FISCAL IMPACT:

None.

RECOMMENDATION:

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

AGENDA ITEM: III.D.2.b.

MEMORANDUM

Date: September 4, 2025

To: Board of Directors

From: Budget and Finance Committee

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

Purchase of Services (POS)

As the full implementation of the Rate Models continues and new Directives are issued, expenditures and the projected deficit have both increased. RCOC's projected deficit is \$38.0 million, an increase of \$12.0 million over April's SOAR projection. RCOC's deficit will be \$30.1 million if all \$7.9 million of the State Plan Amendment receivables are paid.

As previously shared, RCOC submitted a one-time Sufficiency of Allocation Report (SOAR) for fiscal year 2024-25 to the Department of Developmental Services (DDS) on April 10, 2025. At that time, RCOC projected a deficit of \$25.7 million. RCOC's deficit would be \$17.8 million if all \$7.9 million of the State Plan Amendment receivables were paid.

The ongoing challenge affecting this year's projection continues to be the full implementation of the Rate Models, including the Quality Incentive Payments. RCOC continues to receive Directives from DDS to fully implement the rates for some service codes retroactive to January 2025.

The projection includes the fiscal impact of prior years' and current year's rate increases.

- the continuation of prior year minimum wage increases,
- the continuation of the Rate Model increase effective April 1, 2022 and January 1, 2023, (a total of 50% of the difference between the rate calculated by Burns & Associates and the rate as of March 31, 2022),
- the continuation of the Rate Model adjustment for Independent Living Services,
- the continuation of the application of the Rate Model rate to Personal Assistance Worker Administration services,
- the continuation of the rate increases for occupational, physical and speech therapy, and
- the continuation of sick leave increases.
- the retroactive minimum wage and IRS mileage rate increases effective July 1, 2024,
- the application of the Rate Model agency rate to Respite Worker Administration services effective July 1, 2024,
- the minimum wage increase effective January 1, 2025,

• the full implementation of the final phase of the Rate Models effective January 1, 2025, (an additional 40% of the difference between the rate calculated by Burns and Associates and the rate as of March 31, 2022, and 10% in quality incentives for vendors that registered for the Provider Directory).

The projection also includes the projected costs of 601 persons served who are aging out from school to regional center-funded adult day programs.

Year-to-date, RCOC's caseload increased by 1,340 for an annualized caseload growth of 5.1%; the regional center system increased 33,227 persons for an annualized caseload growth of 7.6%.

Operations

RCOC will be within budget for both Operating Expenses and Personal

Monthly Sufficiency of Allocation Report As of June 30, 2025

PURCHASE OF SERVICE A-2 SPENT			A	В	C	D	E	F	G	Н
Purchase of Service AlloCation Year To Date At "RUN Rate" Expenditures 4/10/2025 Year To Date Prior Year						SOAR		VARIANCE		
PURCHASE OF SERVICE ALLOCATION YEAR TO DATE AT "RUN RATE" 4/10/2025 YEAR TO DATE MO. REPORTEE PRIOR YEAR NAME				ACTUAL	PROJECTED	PROJECTED	(column A-D)/A)		CHANGE	
Licensed Residential Care \$225,955,062 \$232,148,509 \$233,119,842 \$226,683,525 0% \$-\$728,463 \$0 \$206,633,014			A-2	SPENT	EXPENDITURES	EXPENDITURES	%	AMOUNT	FROM PRIOR	SPENT
Carron C		PURCHASE OF SERVICE	ALLOCATION	YEAR TO DATE	AT "RUN RATE"	4/10/2025	YEAR TO	D DATE	MO. REPORTED	PRIOR YEAR
Carron C										
1	(1)	Licensed Residential Care	\$ 225,955,062	\$ 232,148,509	\$ 233,119,842	226,683,525	0%	-\$728,463	\$0	\$206,633,014
(4) Habilitation 9,771,746 8,716,409 9,016,975 9,771,746 0% 50 0 8,510,309 (5) Transportation 21,652,981 18,273,418 25,797,767 25,877,202 -20% 54,224,221 0 16,093,890 (6) Respite 73,213,934 74,965,495 83,294,994 85,289,928 1-16% -512,075,994 0 57,355,609 (7) Personal Assistance 70,874,436 69,494,740 71,573,239 70,874,436 0% 50 0 60,719,741 (8) Supported Living 73,471,566 77,834,452 77,834,452 73,471,566 0% 50 0 62,282,919 (9) Non-medical 40,796,805 40,784,733 40,784,733 40,796,805 0% 50 0 32,795,486 (10) Medical 16,152,198 19,621,875 19,703,975 16,152,198 0% 50 0 112,765,44 (11) Other 87,214,230 88,051,889 88,951,809	(2)	Day Care	1,982,163	1,093,705	1,792,959	1,982,163	0%	\$0	0	1,499,788
Transportation	(3)	Day Training	85,647,121	99,200,588	101,744,193	94,359,937	-10%	-\$8,712,816	0	76,791,854
(6) Respite 73,213,934 74,965,495 83,294,994 85,289,928 -16% -\$12,075,994 0 57,355,609 (7) Personal Assistance 70,874,436 69,494,740 71,573,239 70,874,436 0% \$0 0 60,719,741 (8) Supported Living 73,471,566 77,834,452 77,834,452 77,834,452 77,814,566 0% \$0 0 62,282,919 (9) Non-medical 40,796,805 40,784,733 40,784,733 40,796,805 0% \$0 0 32,795,486 (10) Medical 16,152,198 19,621,875 19,703,975 16,152,198 0% \$0 0 11,276,544 (11) Other 8,214,230 88,951,889 88,959,430 87,214,230 0% \$0 0 63,168,849 (12) Early Start (Age 0-3) 45,883,152 39,642,577 39,975,708 45,883,152 0% \$0 0 42,281,376 (13) Community Placement Plan 3,006,513 - <td>(4)</td> <td>Habilitation</td> <td>9,771,746</td> <td>8,716,409</td> <td>9,016,975</td> <td>9,771,746</td> <td>0%</td> <td>\$0</td> <td>0</td> <td>8,510,309</td>	(4)	Habilitation	9,771,746	8,716,409	9,016,975	9,771,746	0%	\$0	0	8,510,309
Personal Assistance	(5)	Transportation	21,652,981	18,273,418	25,797,767	25,877,202	-20%	-\$4,224,221	0	16,093,890
Supported Living 73,471,566 77,834,452 77,834,452 73,471,566 0% \$0 0 62,282,919	(6)	Respite	73,213,934	74,965,495	83,294,994	85,289,928	-16%	-\$12,075,994	0	57,355,609
Non-medical	(7)	Personal Assistance	70,874,436	69,494,740	71,573,239	70,874,436	0%	\$0	0	60,719,741
Non-medical 40,796,805 40,784,733 40,784,733 40,796,805 0% \$0 0 32,795,486	(8)	Supported Living	73,471,566	77,834,452	77,834,452	73,471,566	0%	\$0	0	62,282,919
Medical 16,152,198 19,621,875 19,703,975 16,152,198 0% \$0 0 11,276,544	(9)	Non-medical	40,796,805	40,784,733	40,784,733	40,796,805	0%	\$0	0	32,795,486
Other 87,214,230 88,051,889 88,959,430 87,214,230 0% \$0 0 63,168,839 (12) Early Start (Age 0-3) 45,883,152 39,642,577 39,975,708 45,883,152 0% \$0 0 40,278,477 (13) Community Placement Plan 3,006,513 -	(10)	Medical	16,152,198	19.621.875	19,703,975	16,152,198	0%	\$0	0	
Community Placement Plan 3,006,513 39,975,708 45,883,152 0% \$0 0 40,278,477	\ /		, ,	, ,	, ,	, ,		\$0	0	, ,
Community Placement Plan 3,006,513 - n/a n/a 0 1,281,386 (14) Purchase of Service Total 755,621,907 769,828,390 793,598,267 778,356,888 -3% -25,741,494 0 638,687,856 OPERATIONS - \$17,832,004 If all SPA receivables are paid. (15) Operating Expense (Gross) 12,989,075 8,063,736 8,063,736 12,989,075 0% 0 0 0 7,744,527 (16) Less Interest Income and SPA Fees -600,000 -2,641,486 -2,641,486 -600,000 0% 0 0 0 -2,340,983 (17) Operating Expense (Net) 12,389,075 5,422,251 5,422,251 12,389,075 0% 0 0 0 5,403,544 (18) Personal Services 68,940,980 56,350,606 56,350,606 68,940,980 0% 0 0 0 50,743,360 (19) Family Resource Center/Services 269,299 198,243 198,243 269,299 0% 0 0 0 56,375,117 (20) Operations Total 81,599,354 61,971,100 61,971,100 81,599,354 0% 0 0 0 56,375,117	\ /	Early Start (Age 0-3)		, ,	, ,	, ,		\$0	0	, ,
(14) Purchase of Service Total 755,621,907 769,828,390 793,598,267 778,356,888 -3% -25,741,494 0 638,687,856 OPERATIONS (15) Operating Expense (Gross) 12,989,075 8,063,736 8,063,736 12,989,075 0% 0 0 7,744,527 (16) Less Interest Income and SPA Fees -600,000 -2,641,486 -2,641,486 -600,000 0% 0 0 -2,340,983 (17) Operating Expense (Net) 12,389,075 5,422,251 5,422,251 12,389,075 0% 0 0 5,403,544 (18) Personal Services 68,940,980 56,350,606 56,350,606 68,940,980 0% 0 0 50,743,360 (19) Family Resource Center/Services 269,299 198,243 198,243 269,299 0% 0 0 56,375,117 (20) Operations Total 81,599,354 61,971,100 61,971,100 81,599,354 0% 0 0 56,375,117	\ /				,-,-,	-		* -		, ,
OPERATIONS -\$17,832,004 If all SPA receivables are paid. (15) Operating Expense (Gross) 12,989,075 8,063,736 2-2,641,486 -600,000 0% 0 0 7,744,527 (16) Less Interest Income and SPA Fees -600,000 -2,641,486 -2,641,486 -600,000 0% 0 0 0 -2,340,983 (17) Operating Expense (Net) 12,389,075 5,422,251 5,422,251 12,389,075 0% 0 0 5,403,544 (18) Personal Services 68,940,980 56,350,606 56,350,606 68,940,980 0% 0 0 50,743,360 (19) Family Resource Center/Services 269,299 198,243 198,243 269,299 0% 0 0 0 228,214 (20) Operations Total 81,599,354 61,971,100 61,971,100 81,599,354 0% 0 0 56,375,117	()	_	2,000,000						<u> </u>	-,,
(15) Operating Expense (Gross) 12,989,075 8,063,736 8,063,736 12,989,075 0% 0 0 7,744,527 (16) Less Interest Income and SPA Fees -600,000 -2,641,486 -2,641,486 -600,000 0% 0 0 0 -2,340,983 (17) Operating Expense (Net) 12,389,075 5,422,251 5,422,251 12,389,075 0% 0 0 5,403,544 (18) Personal Services 68,940,980 56,350,606 56,350,606 68,940,980 0% 0 0 50,743,360 (19) Family Resource Center/Services 269,299 198,243 198,243 269,299 0% 0 0 228,214 (20) Operations Total 81,599,354 61,971,100 61,971,100 81,599,354 0% 0 0 56,375,117	(14)	Purchase of Service Total	755,621,907	769,828,390	793,598,267	778,356,888	-3%	-25,741,494	0	638,687,856
(16) Less Interest Income and SPA Fees -600,000 -2,641,486 -2,641,486 -600,000 0% 0 0 -2,340,983 (17) Operating Expense (Net) 12,389,075 5,422,251 5,422,251 12,389,075 0% 0 0 5,403,544 (18) Personal Services 68,940,980 56,350,606 56,350,606 68,940,980 0% 0 0 50,743,360 (19) Family Resource Center/Services 269,299 198,243 198,243 269,299 0% 0 0 228,214 (20) Operations Total 81,599,354 61,971,100 61,971,100 81,599,354 0% 0 0 56,375,117		OPERATIONS						-\$17,832,004	If all SPA receival	oles are paid.
(16) Less Interest Income and SPA Fees -600,000 -2,641,486 -2,641,486 -600,000 0% 0 0 -2,340,983 (17) Operating Expense (Net) 12,389,075 5,422,251 5,422,251 12,389,075 0% 0 0 5,403,544 (18) Personal Services 68,940,980 56,350,606 56,350,606 68,940,980 0% 0 0 50,743,360 (19) Family Resource Center/Services 269,299 198,243 198,243 269,299 0% 0 0 228,214 (20) Operations Total 81,599,354 61,971,100 61,971,100 81,599,354 0% 0 0 56,375,117	(15)	Operating Expense (Gross)	12,989,075	8.063.736	8.063.736	12.989.075	0%	0	0	7.744.527
(17) Operating Expense (Net) 12,389,075 5,422,251 5,422,251 12,389,075 0% 0 0 5,403,544 (18) Personal Services 68,940,980 56,350,606 56,350,606 68,940,980 0% 0 0 50,743,360 (19) Family Resource Center/Services 269,299 198,243 198,243 269,299 0% 0 0 228,214 (20) Operations Total 81,599,354 61,971,100 61,971,100 81,599,354 0% 0 0 56,375,117	\ /			, ,	, ,	, ,				, ,
(18) Personal Services 68,940,980 56,350,606 56,350,606 68,940,980 0% 0 0 50,743,360 (19) Family Resource Center/Services 269,299 198,243 198,243 269,299 0% 0 0 228,214 (20) Operations Total 81,599,354 61,971,100 61,971,100 81,599,354 0% 0 0 56,375,117	(-)	_					-	-	<u> </u>	<u> </u>
(19) Family Resource Center/Services 269,299 198,243 198,243 269,299 0% 0 0 228,214 (20) Operations Total 81,599,354 61,971,100 61,971,100 81,599,354 0% 0 0 56,375,117	(17)	Operating Expense (Net)	12,389,075	5,422,251	5,422,251	12,389,075	0%	0	0	5,403,544
(19) Family Resource Center/Services 269,299 198,243 198,243 269,299 0% 0 0 228,214 (20) Operations Total 81,599,354 61,971,100 61,971,100 81,599,354 0% 0 0 56,375,117	(18)	Personal Services	68,940,980	56,350,606	56.350.606	68.940.980	0%	0	0	50.743.360
(20) Operations Total 81,599,354 61,971,100 61,971,100 81,599,354 0% 0 0 56,375,117	(-)				, ,	, , ,				
	(19)	Family Resource Center/Services	269,299	198,243	198,243	269,299	0%	0	0	228,214
(21) Total \$837,221,261 \$831,799,490 \$855,569,367 \$859,956,242 0% -\$25,741,494 \$0 \$695,062,973	(20)	Operations Total	81,599,354	61,971,100	61,971,100	81,599,354	0%	0	0	56,375,117
	(21)	Total	\$837,221,261	\$831,799,490	\$855,569,367	\$859,956,242	0%	-\$25,741,494	\$0	\$695,062,973

^{*} 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, 2025

ASSETS	GENERAL FUND	CUSTODIAL FUND
CURRENT ASSETS		
Petty cash Checking Savings Money market Payroll Donations Unemployment Certificate of deposit	\$300.00 59,370,685.98 94,427.76 0.00 448,714.15 210,759.75 803,952.55 0.00	\$58,082.37
Total current assets	60,928,840.19	58,082.37
RECEIVABLES		
State claim Client support revenue Due from State - prior years Due from ICF - ICF Supplemental Services	120,017,222.34 942.04 32,393,443.59 4,777,910.02	519.52
Total receivables	157,189,517.99	519.52
PREPAID ITEMS		
Deposits Prepaid expense	293,582.86 324,483.03	
Total prepaid items	618,065.89	0.00
OTHER ASSETS		
Tenant improvements Building acquisition	155,666.58 63,613.98	
Total other assets	219,280.56	0.00
TOTAL ASSETS	\$218,955,704.63	\$58,601.89
LIABILITIES AND FUND BALANCES		
LIABILITIES		
Accounts payable Due to State - ICF Supplemental Services Loans payable Cash advance Unemployment insurance	\$540,724.99 0.00 0.00 217,448,701.22 755,518.67	\$942.04
Total liabilities	218,744,944.88	942.04
FUND BALANCES		
General Donations Custodial	210,759.75	57,659.85
TOTAL LIABILITIES AND FUND BALANCES	\$218,955,704.63	\$58,601.89

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

Beginning Balance		\$210,469.75
Donations	\$0.00	
Loan Payments	290.00	
Interest	0.00	
Disbursements	0.00	
Net Increase (Decrease)		290.00
Ending Balance		\$210,759.75

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: September 4, 2025

TO: Board of Directors

FROM: Jacqueline Nguyen

Chair, Budget & Finance Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

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

BACKGROUND:

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

REASON FOR CURRENT ITEM:

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

FISCAL IMPACT:

None.

RECOMMENDATION:

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

AGENDA ITEM: III.D.2.c.

MEMORANDUM

Date: September 4, 2025

To: Board of Directors

From: Budget and Finance Committee

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

Purchase of Services (POS)

RCOC has not received the planning allocation, see Agenda Item III.D.2.f. RCOC staff will use the planning allocation to determine the sufficiency or deficiency of the allocation. It is unknown at this time when the first Sufficiency of Allocation Report (SOAR) for fiscal year 2025-26 will be due. Historically the first SOAR is due to DDS on December 10th of every year. The last, one-time, report for fiscal year 2024-25 was due April 10, 2025.

Since April 1, 2022, the implementation of the Rate Models has resulted in rate increases for most providers. The implementation occurred in three phases.

- Effective April 1, 2022, eligible providers received 25% of difference between the rate calculated by Burns and Associates and the rate as of March 31, 2022.
- Effective January 1, 2023, eligible providers received 25% of difference between the rate calculated by Burns and Associates and the rate as of March 31, 2022
- Effective January 1, 2025, eligible providers received 40% of difference between the rate calculated by Burns and Associates and the rate as of March 31, 2022. In addition, providers that qualified received a 10% incentive if the registered for the Provide Directory.

In addition, minimum wage, sick leave, Rate Model adjustments and various rate increase Directives from DDS have resulted in rate increases for some providers.

In fiscal Year 2024-25, RCOC's caseload increased by 1,340 persons or 5.1%; the regional center system increased 33,227 or 7.6%. In July 2025, RCOC's caseload increased by 121 for an annualized caseload growth of 5.3%; the regional center system increased 1,697 persons for an annualized caseload growth of 4.3%.

Operations

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

Monthly Sufficiency of Allocation Report As of July 31, 2025

		A	В	C	D	E	F	G	Н
					SOAR		VARIANCE		
		B-1	ACTUAL	PROJECTED	PROJECTED	(column A-D)/A)	(column A-D)	CHANGE	
		(Previously Preliminary)	SPENT	EXPENDITURES	EXPENDITURES	%	AMOUNT	FROM PRIOR	SPENT
	PURCHASE OF SERVICE	ALLOCATION	YEAR TO DATE	AT "RUN RATE"	n/a	YEAR TO	O DATE	MO. REPORTED	PRIOR YEAR
(1)	Licensed Residential Care	\$ 224,783,994	\$ 17,038,052	\$ 250,651,832	\$0	n/a	n/a	n/a	\$232,148,509
(2)	Day Care	1,955,218	55,200	1,756,909	0	n/a	n/a	n/a	1,093,705
(3)	Day Training	71,952,139	6,306,405	123,315,156	0	n/a	n/a	n/a	99,200,588
(4)	Habilitation	9,530,560	157,785	9,717,888	0	n/a	n/a	n/a	8,716,409
()	Transportation	19,684,528	191,296	29,601,708	0	n/a n/a	n/a n/a	n/a n/a	18,273,418
(5)	•		,	, ,	· ·				
(6)	Respite	59,469,820	45,800	88,942,440	0	n/a	n/a	n/a	74,965,495
(7)	Personal Assistance	65,228,607	7 110 070	79,117,428	0	n/a	n/a	n/a	69,494,740
(8)	Supported Living	60,711,833	7,118,078	88,580,160	0	n/a	n/a	n/a	77,834,452
(9)	Non-medical	35,415,097	2,349,282	51,302,184	0	n/a	n/a	n/a	40,784,733
(10)	Medical	12,684,138	2,832,642	39,327,708	0	n/a	n/a	n/a	19,621,875
(11)	Other	84,355,872	553,453	102,963,372	0	n/a	n/a	n/a	88,051,889
(12)	Early Start (Age 0-3)	44,832,446	2,431,712	42,429,348	0	n/a	n/a	n/a	39,642,577
(13)	Community Placement Plan	0	0	0	0	n/a	n/a	n/a	0
(14)	Purchase of Service Total	690,604,252	39,079,705	907,706,133	0	0%		0 0	769,828,390
	OPERATIONS						\$	0 If all SPA receival	oles are paid.
(15)	Operating Expense (Gross)	13,989,075	2,210,246	26,522,952	13,989,075	0%		0 0	8.063.736
(16)	Less Interest Income and SPA Fees	-600,000	-178,222	-2,138,668	-600,000	0%		0 0	-2,641,486
()	-								
(17)	Operating Expense (Net)	13,389,075	2,032,024	24,384,285	13,389,075	0%		0 0	5,422,251
(18)	Personal Services	65,981,905	4,603,637	55,243,641	65,981,905	0%		0 0	56,350,606
(19)	Family Resource Center/Services	269,299	5,789	69,472	269,299	0%		0 0	198,243
(20)	Operations Total	79,640,279	6,641,450	79,697,397	79,640,279	0%		0 0	61,971,100
(21)	Total	\$770,244,531	\$45,721,155	\$987,403,531	\$79,640,279	0%	\$	0 \$0	\$831,799,490

^{*} 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, 2025

ASSETS	GENERAL FUND	CUSTODIAL FUND
CURRENT ASSETS		
Petty cash Checking Savings Money market Payroll Donations Unemployment Certificate of deposit	\$300.00 99,483,021.60 62,800.38 0.00 449,641.24 208,032.06 803,805.19 0.00	\$70,708.52
Total current assets	101,007,600.47	70,708.52
RECEIVABLES		
State claim Client support revenue Due from State - prior years Due from ICF - ICF Supplemental Services	46,760,411.52 23,424.17 242,166,538.32 5,864,624.44	519.52
Total receivables	294,814,998.45	519.52
PREPAID ITEMS		
Deposits Prepaid expense	293,582.86	
Total prepaid items	293,582.86	0.00
OTHER ASSETS		
Tenant improvements Building acquisition	155,666.58 63,613.98	
Total other assets	219,280.56	0.00
TOTAL ASSETS	\$396,335,462.34	\$71,228.04
LIABILITIES AND FUND BALANCES		
LIABILITIES		
Accounts payable Due to State - ICF Supplemental Services Loans payable Cash advance Unemployment insurance	\$49,577,055.20 0.00 0.00 345,822,789.22 727,585.86	\$23,424.17
Total liabilities	396,127,430.28	23,424.17
FUND BALANCES		
General Donations Custodial	208,032.06	47,803.87
TOTAL LIABILITIES AND FUND BALANCES	\$396,335,462.34	\$71,228.04

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

Beginning Balance			\$208,805.25
Donations:			
Frontstream	\$34.50		
Subtotal Donations		\$34.50	
Loan Payments		280.00	
Interest		17.60	
Disbursements:			
Financial Assitance (7495553)	-1,105.29		
Subtotal Disbursements		-1,105.29	
Net Increase (Decrease)			-773.19
Ending Balance			208,032.06

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: September 4, 2025

TO: Board of Directors

FROM: Jacqueline Nguyen

Chair, Budget & Finance Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: Approval of Budget Amendment E-4 for Fiscal Year 2023-24

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., E-1, E-2, etc.

REASON FOR CURRENT ITEM:

The Department of Developmental Services will allocate additional funds for the Community Placement Plan (CPP)/Community Resource Development Plan (CDRP) and will reduce the allocation for Operations.

FISCAL IMPACT:

Operations	(\$262,462)
Purchase of Service for CPP/CDRP	\$868,838

Total \$606,376

RECOMMENDATION:

That the Board authorize the Chairperson to execute the contract upon receipt.

AGENDA ITEM: III.D.2.d.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT			
STD 213A (Rev. 4/2020)	AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 81 PAGES	HD199014E	4	
1. This Agreement is entered into between the Contracting Age	ncy and the Contractor named b	pelow:	
CONTRACTING AGENCY NAME			
Department of Developmental Services			
CONTRACTOR NAME			

SCO ID: 4300-HD199014E-A4

START DATE

July 1, 2019

THROUGH END DATE

Regional Center of Orange County

2. The term of this Agreement is:

June 30, 2026

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

\$755,051,704.29

- 4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
- a. Replaced by this amendment is Exhibit A--Regional Center Contract Language Fiscal Year 2023-2024, in its entirety, which is attached hereto and made part of this contract.
- b. This amendment replaces in its entirety Exhibit A of Regional Center Contract Language Fiscal Year 2023-2024--Contract Budget Summary, E-3, with the Exhibit A of Regional Center Contract Language Fiscal Year 2023-2024--Contract Budget Summary, E-4, attached hereto.
- c. This amendment increases the total contract dollar amount by \$606,376.29. New total contract dollar amount not to exceed \$755,051,704.29.

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

All other terms and conditions shall remain the same.

CONTRACTOR		
ip, etc.)		
CITY	STATE	ZIP
	CA	92705
Board Chair		
DATE SIGNED		
. i	CITY Santa Ana TITLE Board Chair	CITY STATE Santa Ana CA TITLE Board Chair

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

GENERAL SERVICES SCO ID: 4300-HD199014E-A4

STD 213A (Rev. 4/2020)	AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Author	rity Number
CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 81 PAGE	HD199014E	4		
	STATE OF CALIFORNIA		•	
CONTRACTING AGENCY NAME				
Department of Developmental Services				
CONTRACTING AGENCY ADDRESS		CITY	STATE	ZIP
1215 O Street, 10th Floor, MS 10-10		Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING		TITLE		
Greg Trahey		Manager, Contracts Unit		
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable)		

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: September 4, 2025

TO: Board of Directors

FROM: Jacqueline Nguyen

Chair, Budget & Finance Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: Approval of Budget Amendment A-3 for Fiscal Year 2024-25

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., A-1, A-2, etc.

REASON FOR CURRENT ITEM:

The Department of Developmental Services has informed regional centers that they will send the A-3 allocation numbers in September.

FISCAL IMPACT:

Unknown at this time.

RECOMMENDATION:

That the Board authorize the Chairperson to execute the contract upon receipt.

AGENDA ITEM: III.D.2.e.

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: September 4, 2025

TO: Board of Directors

FROM: Jacqueline Nguyen

Chair, Budget & Finance Committee

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: Approval of Budget Amendment B-2 for Fiscal Year 2025-26

BACKGROUND:

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

REASON FOR CURRENT ITEM:

The Department of Developmental Services generally the sends the B-2 allocation numbers in September.

FISCAL IMPACT:

Unknown at this time. For reference, the planning allocation for fiscal year 2024-25 was:

Total \$257.481.055

RECOMMENDATION:

That the Board authorize the Chairperson to execute the contract upon receipt.

AGENDA ITEM: III.D.2.f.

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: September 4, 2025

TO: Board of Directors

FROM: Larry Landauer

Executive Director

ACTION	X
ACTION/CONSENT	
DISCUSSION	
INFO ONLY	

SUBJECT: Approval of Request for Waiver of Potential Conflict of Interest and Conflict

Resolution Plan for Sandra Soto, Quality Assurance Coordinator

BACKGROUND:

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

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

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

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

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

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

AGENDA ITEM: III.E.2.

REASON FOR CURRENT ITEM:

Ms. Sandra Soto is an RCOC Quality Assurance Coordinator. Ms. Soto is also a parent of a person served who is receiving respite services from a regional center. Ms. Soto's mother provides respite services to her granddaughter, the person served, and is an employee of 24HR Homecare, LLC, an RCOC provider. For this reason, Ms. Soto appears to have a conflict of interest under the above discussed statute and regulations.

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

None.

RECOMMENDATIONS:

That the Board approve the Request for Waiver of Potential Conflict of Interest and Conflict Resolution Plan for Sandra Soto, Quality Assurance Coordinator.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST, CONFLICT RESOLUTION PLAN AND REQUEST FOR WAIVER FOR

SANDRA SOTO – QUALITY ASSURANCE COORDINATOR REGIONAL CENTER OF ORANGE COUNTY

I. <u>Law Governing Conflicts of Interest</u>

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

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

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

Said section 54526 specifically provides, in part:

(a) A conflict of interest exists when a regional center employee with decision or policy making authority, or contractor, agent or consultant with authority to act on behalf of the regional center, or family member of such person, is any of the of following for a business entity, entity, or provider as defined in these regulations:

.....(9) an employee (emphasis added)

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

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

II. Potential Conflict of Ms. Sandra Soto

Sandra Soto is a Quality Assurance Coordinator for the Regional Center of Orange County (hereinafter "RCOC" or "the Regional Center"). RCOC's Executive Director, Larry Landauer, confirms that Ms. Sandra Soto is a loyal, effective, productive and greatly valued employee.

Ms. Soto, is also the parent of a person served who is receiving respite services from a regional center. The family greatly desired that the respite services be provided by a family member.

Regional Center of Orange County Sandra Soto – Quality Assurance Coordinator Page 2

Ms. Marisela Franco, mother of Sandra Soto, provides respite services to her granddaughter, the person served, and is an employee of 24HR Homecare, LLC. (hereinafter "24HR Homecare"), an RCOC provider.

Accordingly, Ms. Soto has a conflict since her mother, Marisela Franco is an employee of an RCOC vendor.

While Ms. Soto's mother, Marisela Franco, is employed by 24HR Homecare, her only duty is to provide respite services to her granddaughter. She does not work for any other person served. She does not perform any other work for 24HR Homecare.

RCOC does not have a Financial Management Service provider that allows the parent to be the employer of record. In order to qualify for federal financial participation, the employer of record for all respite services must be a RCOC vendor; accordingly, for mother, Marisela Franco to provide respite services to her granddaughter, she had to become an employee of a vendor. There are no conflict-free options for respite services.

Even though a technical conflict of interest exists, it is a common occurrence in the regional center system that a regional center employee who is also a parent has a family member who is the respite worker for the his/her child.

III. Conflict Resolution Plan

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

A. Ms. Soto's Position and Duties

As a Quality Assurance Coordinator, Ms. Soto's is responsible for special incident report investigation duties from her caseload of residential facilities along with being triaged special incident report investigation duties outside of their assigned caseload. Documents all quality assurance activities in Virtual Chart. Assists in monitoring service and support contracts between RCOC and service providers in accordance with applicable laws, rules, regulations and other service standards. A copy of her job description is attached as **Exhibit A**.

When other employees had potential conflicts of interest, RCOC was able to change their caseload from adult to children or vice versa in order to eliminate the potential conflicts of interest. Due to the breadth of services that 24HR Homecare provides, RCOC cannot adjust Sandra's job responsibilities in a way that would eliminate interactions with all the various services, including In-Home Respite, Transportation, Personal Assistance, Participant-Directed Day Care Services and Financial Management Services.

The regional center can, however, limit any and all involvement that Ms. Soto has with <u>respite</u> services, which is the only service that her mother provides for 24HR Homecare.

If any of Ms. Soto's consultations require evaluation, planning or recommendations on a matter related to respite services, Marianne Kelly, Supervisor, Quality Assurance, will take on such

Regional Center of Orange County Sandra Soto – Quality Assurance Coordinator Page 3

matters. RCOC's Organization Chart is attached as **Exhibit B**. With the changes to be made in this Conflict Resolution Plan, no change in the chart will be necessary except that Marianne Kelly, Supervisor, Quality Assurance, will be in the position held by Ms. Soto with respect to all matters involving respite services.

B. <u>Marisela Franco's Role at 24HR Homecare</u>

24HR Homecare is approved to provide in-home respite services. 24HR Homecare was vendored on February 15, 2024. Last year, RCOC paid \$18,918,758 to 24HR Homecare.

As an employee of 24HR Homecare, however, Marisela Franco's duties are solely and exclusively limited to providing respite support to her granddaughter.

C. Conflict Resolution Plan

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

RCOC's and Ms. Soto's suggested Conflict Resolution Plan for this potential conflict of interest is as follows:

Ms. Soto will, in every conceivable manner, avoid any role with the selection, recommendation, or monitoring of respite services. She will not interact with 24HR Homecare or those who do interact with 24HR Homecare, with regard to <u>respite services</u>.

In addition:

- 1. Ms. Soto will not participate in the consideration, preparation, review, presentation, formulation or approval of any report, plan, opinion, recommendation or action regarding respite for any RCOC vendor, including 24HR Homecare.
- 2. Ms. Soto will not review or participate in any discussions, recommendations or decisions about Purchase of Service authorizations for respite.
- 3. Ms. Soto will not review or in any way participate in the preparation, consideration, or any follow-up related to Special Incident Reports with regard to respite.
- 4. Ms. Soto will not create, review, or in any way participate in, any corrective action plans that deal with respite.
- 5. Ms. Soto will not participate in any discussions, recommendations, actions or resolutions regarding complaints about respite for this or any other vendor.
- 6. The Regional Center and Ms. Soto agree that Ms. Soto will take no part in vendor appeals or fair hearings involving respite issues for 24HR Homecare, or any other vendor.

Regional Center of Orange County Sandra Soto – Quality Assurance Coordinator Page 4

- 7. The Regional Center and Ms. Soto will ensure that Ms. Soto will not, with regard to respite matters, access vendor files of any vendor, including 24HR Homecare either in their electronic or hard copy form.
- 8. Ms. Soto will not be involved in the negotiation, discussion, obligation or commitment of RCOC to a course of action involving respite for any vendor, including 24HR Homecare.
- 9. Further, if Ms. Soto has matters relating to respite services, Supervisor, Marianne Kelly, will take on such matters.
- 10. The RCOC management staff will be informed about this Conflict Resolution Plan, and they will be informed of the need to ensure that Ms. Soto has no involvement whatsoever in any action or business involving or affecting respite for any RCOC vendor.
- 11. RCOC will communicate to its employees Ms. Soto's Conflict Resolution Plan and the need to ensure that Ms. Soto plays no role whatsoever in any action involving respite for any RCOC vendor, including 24HR Homecare.
- 12. The RCOC Board of Directors has been informed of, and supports, this Conflict Resolution Plan and Request for Waiver of Potential Conflict of Interest.

IV. Request For Waiver

Respectfully submitted,

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

By: Sandra Soto, Quality Assurance Coordinator

By: Date: Date: Date: Sean Watson, Associate Director, Risk Management QA

By: Larry Landauer, Executive Director

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: September 4, 2025

TO: RCOC Board of Directors

FROM: Larry Landauer, Executive Director

	ACTION
	ACTION/CONSENT
	DISCUSSION
X	INFO ONLY

SUBJECT: Information Regarding Agreement for Start-Up Funds for Specialized

Residential Facility for Children with Amare Manor, LLC (CRDP

Project No. 2425-4)

BACKGROUND:

The Department of Developmental Services (DDS) made a special allocation to RCOC's Community Resource Development Plan (CRDP) for the development of a Specialized Residential Facility for Children (Children's SRF). This facility will serve children who currently reside in a restrictive setting, such as a psychiatric hospital, crisis facility, or locked facility, or who are at risk of being placed in a restrictive setting.

REASON FOR CURRENT ITEM:

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

FISCAL IMPACT:

DDS allocated \$200,000 in RCOC's CRDP for development of the Children's SRF.

RECOMMENDATION:

This is an information item; no action is required.

AGREEMENT FOR START- UP FUNDS FOR SPECIALIZED RESIDENTIAL FACILITY FOR CHILDREN BY AND BETWEEN REGIONAL CENTER OF ORANGE COUNTY, INC.

AND

AMARE MANOR, LLC

RCOC CRDP PROJECT NO. 2425-4

This agreement ("Agreement") is made and entered into on June 27, 2025 ("Effective Date"), by and between the Regional Center of Orange County, a California nonprofit corporation ("RCOC"), and Amare Manor, LLC, a California limited liability company ("Contractor"). RCOC and Contractor shall be jointly referred to as the "Parties."

RECITALS

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

WHEREAS, DDS has allocated Community Resource Development Plan (CRDP) Start-Up funds (Start-Up Funds) to RCOC to develop a new Specialized Residential Facility for Children (CHILDREN'S SRF) licensed by the California Department of Social Services ("DSS") to meet the long-term needs of minor children served by RCOC; and

- **WHEREAS**, Contractor submitted a proposal ("Contractor's Proposal") to develop an CHILDREN'S SRF to serve RCOC Persons Served in response to RCOC's Request for Proposal dated December 17, 2024 ("RFP"); and
- WHEREAS, RCOC desires to assist Contractor in developing an CHILDREN'S SRF to serve RCOC Persons Served 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; and
- **WHEREAS**, RCOC desires to assist RCOC Persons Served by making quality residential service options available in the community; and
- **WHEREAS**, Contractor represents that it is qualified to establish and provide quality services for RCOC Persons Served in the community under the applicable provisions of Title 17 of the California Code of Regulations, and desires to establish such services pursuant to the terms herein; and
- **WHEREAS**, RCOC and Contractor desire to establish the services pursuant to the terms and conditions set forth in this Agreement.

THEREFORE, RCOC and Contractor mutually agree as follows:

1. TERM OF AGREEMENT:

- 1.1 Subject to the provisions for termination contained herein, the term of this Agreement shall commence on the Effective Date and continue until ten (10) years from the date the first Person Served is placed at the CHILDREN'S SRF.
- 1.2 For purposes of the Agreement, any and all references herein to the term of this Agreement shall include any renewals and/or extensions hereof unless specifically provided to the contrary.
- 1.3 For the purposes of enforcing any terms of this Agreement which are to be performed after termination, the representations and promises of the Parties, as set forth herein shall survive the termination of this Agreement.

2. DESCRIPTION OF SERVICES:

- 2.1 Contractor shall develop a Specialized Residential Facility (hereafter referred to "CHILDREN'S SRF") 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 in Section 2.3 below. The CHILDREN'S SRF shall have the capacity to serve four (4) minor RCOC Persons Served 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. Contractor shall be responsible for the following activities associated with the development of the CHILDREN'S SRF including but not limited to, identification of appropriate property meeting RCOC's approval, securing control of the property, submission of licensing applications and completion of all requirements applicable to obtaining a license from the Department of Social Services as an CHILDREN'S SRF with a capacity of four (4) non-ambulatory residents, completion of building improvements to meet licensing requirements and to enhance person served safety and quality of life, furnishings, and staff training to ensure competency of staff to deliver services as specified in the program design. In order to assist Contractor with the development of said property to serve RCOC Persons Served who are at risk of placement in a restrictive setting, RCOC shall reimburse Contractor for certain start-up activities necessary to meet licensing requirements and to enhance safety and quality of life for Persons Served.
 - 2.2 Miscellaneous Service Code 113 is defined by DDS 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 Individual Program Plan (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 health, safety and well-being of Persons Served. 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."

3. CONTRACTOR DUTIES:

- 3.1 Contractor agrees to provide services as specified in this Agreement, which Agreement includes Contractor's Proposal and the RFP, which are incorporated herein by this reference. These Agreement documents are to be interpreted as complementary, but in the event of any conflict as the between this Agreement and its attachments on the one hand, and the Contractor's Proposal or the RFP on the other hand, this Agreement and its attachments shall control. Contractor shall submit by September 1, 2025 a detailed proposal consisting of a start-up plan with timelines, start-up activities, and a further refinement of estimated start-up budget contained in the Contractor's Proposal (the "Start-Up Plan"). Once approved by RCOC the Start-Up Plan shall be made a part of this Agreement as Attachment A and hereby incorporated by reference.
- 3.2 Upon identification of a potential property for the development of the CHILDREN'S SRF, Contractor shall provide notice to RCOC of the location of the property, which location shall be subject to RCOC's written approval. RCOC shall endeavor to notify Contractor as to whether it approves the property as soon as practical upon exercising due diligence that the property is appropriate for a CHILDREN'S SRF.
- 3.3 Contractor shall submit by September 1, 2025, an updated budget proposal for use of Start-Up Funds, stated in 3.1 and a budget proposal for the on-going rate, subject to negotiation and approval by RCOC, but not to exceed the maximum DDS rate allowed for this program.
- 3.4 Contractor is responsible for completing all services and activities identified in and in accordance with, this Agreement and subsequent attachments incorporated herein.
- 3.5 Contractor will submit by October 1, 2025, a program design that is acceptable to RCOC, subject to revision. Once approved by RCOC, the approved program design will be made a part of this Agreement as Attachment B and hereby incorporated by reference.
- 3.6 Contractor and services shall meet any applicable requirements of vendors by RCOC in accordance with the relevant provisions of Title 17.
- 3.7 Contractor and services shall meet any applicable requirements of the Department of Social Services, Community Care Licensing or other licensing/certification entity if required for the service to be provided.
- 3.8 Contractor acknowledges that it is familiar with, and is in possession of a copy of DDS's Guidelines for Regional Center Community Resource Development Plan for FY 2024-2025 and any amendments thereto (the "CRDP Guidelines"). Contractor shall at all times comply with the CRDP Guidelines in connection with all services Contractor provides under this Agreement. If any inconsistency exists between this Agreement and the CRDP Guidelines, the provisions in the CRDP Guidelines shall prevail.

3.9 Contractor agrees to have said services in operation and available to serve RCOC Persons Served at the time set forth in the Start-Up Plan, but no later than December 31, 2026.

4. FISCAL PROVISIONS:

- 4.1 In consideration for some or all of Contractor's costs incurred under this Agreement, RCOC agrees to pay the Contractor a limited and specified amount for such costs as agreed upon including, but not limited to, costs of equipment and furnishings, building modifications necessary to meet licensing requirements, enhance person served safety, ensure accessibility for non-ambulatory Persons Served, and provision of staff training.
- 4.2 The maximum amount payable by RCOC to the Contractor under this Agreement shall not exceed Two Hundred Thousand Dollars (\$200,000.00) and shall be subject to RCOC's written approval of the Contractor's Start-Up Plan. After the Parties reach agreement on the total amount of Contractor's start-up budget, RCOC will complete the payment section of the Start-Up Payment Agreement attached hereto as Attachment C ("Payment Agreement"), which will identify the particular Start-Up Funds RCOC will remit to Contractor after its completion of various milestones as described in the Payment Agreement. Upon completion of the payment section by RCOC, the Payment Agreement shall be incorporated herein by this reference. All performance milestones must be completed and invoices submitted by the Contractor by March 5, 2027.
- 4.3 Payment of funds to Contractor is contingent upon its performance of the services and activities described herein in a manner acceptable to RCOC, in accordance with applicable law and in accordance with the conditions set forth in the Payment Agreement.
- 4.4 Milestone payments by RCOC will be paid based upon Contractor's submission to RCOC of required documentation which substantiates Contractor's completion of each milestone, including but not limited to receipts for purchases and paid invoices. Contractor may engage contractors, subcontractors, design professionals and others (collectively, "Subcontractors") to perform work at the Property or for the benefit of the Property. Contractor shall insure that any other Subcontractor who performs work at the Property shall be properly licensed at all times in the State of California to perform such work, and that such licensee shall retain its license in good standing during the entirety of such work. Contractor shall provide to RCOC copies of its Subcontractors' contracts within 5 days after each are signed.
 - 4.4.1 Contractor shall only hire Subcontractors who maintain adequate general liability insurance (or E&O insurance, for design professionals and engineers) provided by insurers rated "A-", "VI" or better in the most recent edition of Best's Insurance Guide. RCOC recommends that Contractor require all Subcontractor(s) to name Contractor as an additional insured (to the extent they carry CGL insurance) and provide Certificate(s) of Insurance to Contractor before any work begins on the property.
 - 4.4.2 RCOC requires, as a condition of payment to Contractor for any work performed by Subcontractors, that each applicable Subcontractor execute applicable Waivers and Releases of Liens (under the applicable provisions of California Civil Code sections 8132-8138) for each progress payment as well as for the final payment under each Subcontractor's contract. Contractor shall deliver respective Unconditional Waivers and Releases of Liens from all Subcontractors with each applicable respective invoice. RCOC recommends that Contractor insert into each contract with their respective Subcontractors a holdback of 10 percent, as a retention for all work to be performed by each of their respective Subcontractors, which shall be released upon full completion of the applicable work and Contractor's receipt of applicable Waiver and Release of Liens.

- 4.5 Contractor shall submit monthly written progress reports identifying progress made toward completion of all items identified in Attachment C and invoices in a format and manner agreed upon by RCOC.
 - 4.5.1 Approved invoices shall be paid within 30 days of receipt by RCOC.
 - 4.5.2 RCOC reserves the right to withhold all or part of any payment on invoices submitted until acceptable documentation is received.
- 4.6 Contractor shall use electronic billing for all of Contractor's invoices to RCOC under this Agreement, as directed by RCOC.
- 4.7 RCOC may elect to disburse certain funds to third parties for Contractor's benefit, rather than to Contractor directly. RCOC may also condition Contractor's uses of RCOC's disbursements on the satisfaction of certain conditions; provided, however, all such disbursements are conditioned on Contractor's compliance with the terms of this Agreement.
- 4.8 Upon completion of the services and activities subject to reimbursement herein and the reconciliation of all payments, if RCOC determines that the total amount it remitted to Contractor exceeded Contractor's approved costs, Contractor shall within 10 business days of demand remit all excess funds to RCOC, which funds will then be returned to the State.

5. OTHER COSTS AND EXPENSES/THIRD PARTY BENEFICIARIES:

Contractor shall be solely responsible for all costs, overhead, salaries and other expenses incurred in establishing and maintaining the services contemplated herein. This Agreement is made solely for the benefit of the parties hereto and is not intended to, and except as specifically provided herein, shall not, confer any benefits on any person or entity not a party hereto. Under no circumstances shall RCOC be responsible for payments of any kind, directly or indirectly, to any Subcontractors, agents, certified homes or employees of the Contractor.

6. REPAYMENT PROVISIONS:

- 6.1 By no later than December 31, 2026, Contractor shall have satisfied and completed all of the obligations in this Agreement (including the Performance Milestones) subject to Documented Delays. A delay shall only be a "Documented Delay" if: (1) such delay is an event described in Section 15 below (entitled "Force Majeure") or is otherwise beyond Contractor's reasonable control; (2) Contractor notifies RCOC in writing within 5 RCOC business days after Contractor encounters such delay; (3) within 5 RCOC business days thereof, Contractor notifies RCOC in writing of the date such delay no longer applies; and (4) RCOC approves such delay and its length in writing.
- 6.2 If Contractor fails to have satisfied and completed all of its obligations in this Agreement (including the Project Milestones) by December 31, 2026, plus days that constitute a Documented Delay, if any (hereafter, the "Completion Date"), Contractor shall repay to RCOC \$5,000 for each day that Contractor fails to satisfy and complete such obligations after the Completion Date. Contractor shall repay such funds within 10 RCOC business days from the receipt of such written demand for repayment by RCOC.
- 6.3 Contractor acknowledges that the sole purpose and use of the housing is to serve RCOC Persons Served who currently reside in a restrictive setting, who are at risk of being placed in a restrictive setting, or who otherwise qualify for housing under DDS's Guidelines. Thus, if a Person Served initially

placed in the CHILDREN'S SRF leaves the CHILDREN'S SRF, for whatever reason, Contractor will immediately take steps to place another RCOC Person Served into the CHILDREN'S SRF as soon as possible, in coordination with RCOC. This obligation shall survive for the CHILDREN'S SRF for ten (10) years after the date the first Person served has moved into the applicable CHILDREN'S SRF.

- 6.4 If Contractor completes all the Project Milestones and admits RCOC Persons Served, but terminates services at any CHILDREN'S SRF before ten (10) years of service (calculated from the date the first person served moves into the applicable CHILDREN'S SRF), Contractor shall return to RCOC $1/10^{th}$ of the Start-Up Funds received for that CHILDREN'S SRF for each year or portion thereof round to the nearest month, that the CHILDREN'S SRF is not operated for the ten-year period: By way of example, if the Residential Facility is operated for only three years the Contractor shall return 70% of the Start-Up Funds received. The formula for calculating the amount to be returned is: [(120 months months of Contractor operation) \div 120 months] times the amount of Start-Up Funds received. In the above example, the Contractor would return \$140,000. 120 36 = 84; $84 \div 120 = 70\%$; 70% x \$300,000 = \$140,000. This Section 6.4 shall apply in equal force when RCOC terminates this Agreement pursuant to Section 16 of this Agreement, entitled, "TERMINATION".
- 6.5 This right to repayment is in addition to any other rights RCOC may have in law or equity, or under this Agreement, and in addition to the repayment rights RCOC has under Section 16 of this Agreement, entitled Termination and Amendment.

7. FUNDING CONTINGENCY:

- 7.1 Notwithstanding anything in this Agreement to the contrary, the validity of this Agreement (including RCOC's obligation to remit payments to Contractor) is conditioned on RCOC's receipt of adequate funds from DDS to pay for the services described in this Agreement (the "Funding Contingency"). The Funding Contingency is a part of this Agreement because RCOC's annual funding agreement with DDS provides that such funding agreement is subject to the appropriation of funds by the Legislature, and that if such funds are not appropriated for any fiscal year into which such funding agreement extends, the funding agreement is of no force and effect. Further, in the annual funding agreement DDS will specifically allocate a specific amount of funding for the CHILDREN'S 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 an CHILDREN'S SRF; or (2) DDS allocate funds to RCOC for a period covered by this Agreement which RCOC reasonably determines are inadequate to pay for all of the Contractor services and other expenses which RCOC expects to incur in such fiscal year as to any CHILDREN'S 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 for RCOC to pay for all potential services to its Persons Served, RCOC shall have the right, under clause (2) above, in its sole and absolute discretion to fund services other than the services identified in this Agreement, based on which services RCOC believes are in the best interests of its Persons Served. If there is a failure of the Funding Contingency, then (1) RCOC shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and (2) neither party shall be obligated to further perform any provisions of this Agreement.
- 7.2 In addition to the above, if there are insufficient funds available from DDS to pay for all of the Contractor services and other Community Resource Development Plan expenses which RCOC expects to incur in any fiscal year, as determined by RCOC in its sole and absolute discretion, RCOC shall have the option at any time, on 30 days' notice to Contractor, to reduce the amount of services being provided under this Agreement. In such event, the parties will in good faith negotiate to attempt to agree on Contractor's new amount of compensation under the modified agreement. If the parties are unable to agree on Contractor's new compensation for its reduced services within such 30 day period, RCOC shall then either (1) terminate this

Agreement because of the failure of a Funding Contingency or (2) rescind its reduction of Contractor's services, in which event this Agreement shall continue in full force and effect without such reduction in services or compensation.

8. REPORTING AND MONITORING:

- 8.1 RCOC shall be entitled to monitor Contractor's progress in the timely pursuit of the objectives of this Agreement, and Contractor shall promptly respond to all inquiries, and in all other ways cooperate and comply with RCOC's requests to that end.
- 8.2 The Contractor shall submit signed invoices and documentation as required in Section 4 and any other report(s) related to the implementation of the CHILDREN'S SRF as may be identified in the project design or requested by RCOC.
- 8.3 Contractor shall immediately notify RCOC if it is unable to perform any part of this Agreement and requires an amendment or modification thereto. Contractor may submit a written request to RCOC for such a modification or amendment, but shall not implement any changes prior to RCOC's written approval in accordance with this Agreement. Such request shall include, but not be limited to, a complete justification and description of how the change will affect the original proposal and its intended outcome. RCOC reserves the right to approve or deny any requests for change.
- 8.4 Contractor agrees to permit access by RCOC to all fiscal and program-related records pertaining to any and all services provided pursuant to this Agreement in accordance with the provisions of Subchapter 6, Service Provider Accountability, Sections 50601 et seq. of Title 17.
 - 8.4.1 Contractor shall maintain and make available to RCOC or any duly authorized State or Federal agency or representative all books, records, documents and other evidence pertaining to those matters connected with the performance of this Agreement for inspection, audit or reproduction at all reasonable times during the term of the Agreement and for five years from the date of final payment by RCOC or, if longer, for such period as may be required by applicable law. Notwithstanding the above, Contractor agrees to retain all records which relate to any litigation, claims, disputes, or other controversies arising out of the performance of its obligations under this Agreement until such time as the applicable statute of limitations with respect to such litigation, claim, dispute or controversy has expired.
- 8.5 <u>Contractor Reviews and Audits.</u> This Section shall only apply if all payments Contractor cumulatively receives from RCOC and other regional centers during Contractor's fiscal year (as determined on the commencement date of this Agreement) equals or exceeds Five Hundred Thousand Dollars (\$500,000).
 - 8.5.1 Contractor shall at its cost and upon RCOC's request, cause an independent Certified Public Accountant to annually (1) provide either an independent review report of the Contractor's financial statements when the amount received from the regional centers during the Contractor's fiscal year is more than or equal to five hundred thousand dollars (\$500,000), but less than two million dollars (\$2,000,000), or provide an independent audit if the amount received from regional centers during the Contractor's fiscal year is equal to or more than two million dollars (\$2,000,000); and (2) provide a copy of either the review results (the "Review Report") or the annual audit results (the "Audit Report" RCOC.

- 8.5.2 If the Contractor engages an independent Certified Public Accountant to review (but not audit) Contractor's financial statements, (i) the review shall, at minimum, comply with the provisions set forth in Welfare and Institutions Code Section 4652.5(f) and (ii) the Review Report shall, at minimum, comply with the provisions set forth in Welfare and Institutions Code Section 4652.5(f).
- 8.5.3 Contractor shall commence the independent audit or review within 120 days after the end of Contractor's fiscal year. Contractor shall complete the audit or review within nine months after the end of the Contractor's fiscal year.
- 8.5.4 Provide copies of the independent Audit Report or Review Report to RCOC within 30 days after completion of the audit or review.
- 8.5.5 If RCOC believes that any issues identified in the Audit Report or Review Report have a negative impact on services the Contractor provides to RCOC Persons Served, RCOC will so notify the Contractor and provide the Contractor with 30 days to resolve such issues. Contractor's failure to resolve such issues to RCOC's reasonable satisfaction within such 30-day period shall constitute a material breach of this Agreement. As a result of such uncured breach, RCOC may, among its other remedies, terminate this Agreement.
- Administrative Cost Cap. The Contractor agrees that it will not spend more than 15% of the funds it receives from RCOC under this Agreement on the Contractor's administrative costs. For purposes of this paragraph, the Contractor's administrative costs shall include all of the items listed under California Welfare and Institutions Code §4629.7(a), as such provisions may be amended from time to time. Conversely, those costs the Contractor incurs that are immediately associated with the services the Contractor offers to RCOC Persons Served are considered direct service expenditures, and are not administrative costs. To insure the Contractor complies with these requirements, the Contractor shall, to the extent permitted under applicable law, provide RCOC with access to all books, documents, papers, computerized data, source documents, person served records, and other records pertaining to the Contractor's negotiated rates, upon RCOC's reasonable prior written request.

9. INSURANCE

Without limiting Contractor's liability for indemnification of RCOC as set forth in Section 10 below, Contractor shall obtain and maintain in effect, during the term of this Agreement, the following insurance coverage and provisions:

- a. <u>Evidence of Coverage</u>. Prior to commencement of any work under this Agreement, Contractor shall provide on an insurance industry approved form a Certificate of Insurance certifying that coverage as required in this Paragraph 9 has been obtained and remains in force for the period required by this Agreement. In addition, Contractor shall produce a certified copy of the policy or policies to RCOC upon request. Each policy shall meet the following requirements:
 - i. <u>Additional Insured Endorsement.</u> Except for Worker's Compensation insurance, each policy shall include an endorsement evidencing that the policy also applies to RCOC and DDS, their officers, directors, agents, employees and volunteers, as additional insureds against loss or liability caused by or connected with Contractor's performance or non-performance under this Agreement.

- (1) <u>Primary Insurance Endorsement</u>. Each policy shall include an endorsement evidencing that the policy afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by DDS or RCOC, their officers, directors, agents, and employees shall be excess only and not contributing with insurance provided under this policy.
- ii. Notice of Cancellation or Change of Coverage Endorsement. Each policy shall include an endorsement evidencing that the policy shall not be canceled or changed so as to no longer meet the specified RCOC insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to RCOC at the address shown on the Certificate of Insurance.
- iii. <u>Separation Clause Endorsement.</u> 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. <u>Termination of Insurance</u>. If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed, or any action or any inaction in connection with this Agreement.
- v. <u>Qualifying Insurers.</u> 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. <u>Deductible Amounts in Standard Policy.</u> Any policy deductible or self-insured retention on any insurance policy (except auto) which exceeds \$10,000 requires prior written approval of Project Manager or his/her designee. Any policy deductible or self-insured retention on automobile liability over \$5,000 requires prior written approval of RCOC. No approved deductible shall in any way limit liabilities assumed by Contractor under this Agreement.
- vii. <u>Subcontractor Insurance Requirements.</u> Should any of the Services under this Agreement be provided by a subcontractor, Contractor shall require each subcontractor (of any tier) to provide the coverages specified in this Section 9, or Contractor may insure any subcontractor under its own policies.
- viii. <u>Occurrence vs. Claims Based Insurance.</u> All policies are required to be written on an occurrence basis.

- b. <u>Types of Insurance Policies/Coverage Required.</u> Contractor shall provide insurance through a policy or policies with the following types and coverage, subject to the requirements above.
 - i. <u>Comprehensive General Liability Insurance.</u> Comprehensive General Liability Insurance for bodily injury (including death) and property damage which provides not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate.
 - (1) The coverage shall include:
 - (a) Premises and Operations
 - (b) Contractual Liability expressly including liability assumed under this agreement, excepting the requirement does not apply for service contracts.
 - (c) Personal Injury Liability.
 - (d) Property damage.
 - ii. <u>Comprehensive Automobile Liability Insurance.</u> 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. <u>Workers' Compensation Insurance.</u> Workers' Compensation Insurance shall be maintained. Statutory California Workers' Compensation coverage shall include a broad form all-states endorsement and waiver of subrogation.
 - iv. <u>Employers' Liability Coverage</u>. 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. <u>Professional Liability.</u> 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. <u>Sexual Misconduct Liability.</u> Sexual misconduct liability insurance in an amount equal to One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate.
- c. <u>Duration of Insurance.</u> Contractor shall maintain all coverage and insurance for the entire term and for any extended period agreed upon within this Agreement.
- d. <u>Maintain Records re Insurance Coverage</u>. Contractor shall maintain records regarding all coverage and insurance for the term of this Agreement and for any extended period agreed upon within this Agreement.

- e. <u>Withhold Payment for Lack of Required Coverage.</u> 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 9.
- f. Remedies for Failure to Provide or Maintain Required Insurance or Endorsements. In addition to any other remedies RCOC may have if Contractor (or any subcontractor) fails to provide or maintain any insurance required by this Section 9 to the extent and within the time required by this Agreement, RCOC may, at its sole option:
 - i. Obtain the insurance and deduct and retain the amount of the premiums for the insurance from any monies due under this Agreement.
 - ii. Order Contractor (and any subcontractor) to cease performance of the work and/or withhold funding until Contractor (or subcontractor) demonstrates compliance with the insurance requirements of this Agreement.
 - iii. Immediately and without further cause terminate this Agreement.

 Exercise of any of the above remedies are in addition to any other remedies RCOC may have and are not the exclusive remedies for Contractor's (or subcontractor's) failure to maintain or secure appropriate policies or endorsements. Nothing in this Agreement shall be construed as limiting in any way the extent to which Contractor (or any subcontractor) may be held responsible for payments of damages to persons or property resulting from Contractor's (or any subcontractor's) performance under this Agreement.
 - g. <u>Modification of Insurance Requirements</u>. RCOC may modify the insurance requirements set forth above if at any time during the term of this Agreement RCOC determines, in its sole discretion, that additional coverage is necessary to protect RCOC's interests.

10. INDEMNIFICATION:

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

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

providing an effective defense, or the Contractor lacks the financial capability to satisfy potential liability and/or an effective defense. Contractor shall pay and satisfy any settlement or any judgment which may be rendered against the Indemnified Parties from an Indemnified Claim; provided that this indemnity section shall not apply to claims arising out of the active negligence or willful misconduct of the Indemnified Parties.

11. RELATIONSHIP OF THE PARTIES:

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

12. GOVERNING LAW:

- 12.1. It is the intent of the parties that the law of the State of California shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties.
- 12.2. No terms of this Agreement shall be construed in such a way as to excuse compliance with existing statutes or regulations and the Parties agree to abide by all applicable laws in the provision of services provided hereunder.
- 12.3. Contractor shall comply with the Service Provider Accountability provisions in Title 17, (Chapter 1, Subchapter 6, Sections 50601 et seq.), which are incorporated herein by reference.
- 12.4. <u>HIPAA</u>. Both parties shall at all times comply with the mandatory provisions of the HIPAA Privacy Rule (Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A & E).
- 12.5. <u>HCBS Provider Agreement:</u> Contractor represents and warrants that it will sign the State Department of Health and Human Services' Home and Community Based-Services Provider Agreement and shall submit such Agreement to RCOC within 30 days of execution of this Agreement.
- 12.6. <u>Applicant Vendor Disclosure Statement, DS 1891 Form:</u> Contractor represents and warrants that it will complete and sign the State Department of Health and Human Services' Applicant/Vendor Disclosure Statement (DS 1891 Form) and submit such Statement to RCOC within 30 days of execution of this Agreement. Contractor shall submit a new signed and dated DS 1891 Form to RCOC within thirty (30) days of any change in the information previously submitted pursuant to this section or upon written request by RCOC.

12.7 <u>Confidentiality of Records</u>: Contractor shall maintain confidentiality of records in accordance with the provisions of Welfare and Institutions Code sections 4514, 5328 and 14100.2. Contractor and all of its employees shall respect the the confidentiality of all Person Served information they receive.

13. WAIVER:

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

14. **SEVERABILITY:**

If any provision of this Agreement shall be found to be inoperative, unenforceable or otherwise invalid, the remaining provisions hereof shall be carried into effect without regard to such inoperative, unenforceable or otherwise invalid provision. If any provision is held to be inoperative, unenforceable or otherwise invalid with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

15. FORCE MAJEURE:

Both RCOC and the Contractor shall be excused from performance hereunder during the time and to the extent that each is prevented from performing by acts of God, strike and/or other commandeering of resources by the government when evidence thereof is presented to the other party.

16. TERMINATION:

- 16.1. Notwithstanding anything in this Agreement to the contrary, RCOC has the right to immediately terminate this Agreement, and no payment shall be due to Contractor, if (i) Contractor fails to submit either its Proposal, budget or Program Design to RCOC, in form and content satisfactory to RCOC, by the applicable deadlines set forth in Paragraphs 3.1, 3.3 and 3.5 of this Agreement, (ii) RCOC notifies Contractor of the failure of submission or deficiency in the submission and (iii) Contractor fails to cure the failure or deficiency to RCOC's satisfaction within 10 days after RCOC's delivery of notice to Contractor.
- 16.2. RCOC may also terminate this Agreement upon written notice, and be relieved of the payment of any consideration to Contractor, should Contractor fail to perform any other covenants herein contained at the time and in the manner herein provided.

17. NONDISCRIMINATION:

- 17.1. Contractor shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, and shall not discriminate unlawfully against any employee or applicant for employment on such basis.
- 17.2. Contractor shall evaluate and monitor its performance under this Agreement and, if appropriate, take such action as is necessary to ensure that nondiscrimination provisions are enforced.
- 17.3. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900, et seq.) the regulations promulgated thereunder (California Administrative Code Title 2, Section 7285.0, et seq.), the provisions of Article 9.5, chapter 1, Part 1,

Division 3, Title 2 of the Government Code (Sections 11135-11139.5), and the regulations and standards adopted by the awarding State agency implementing said Article.

18. DISPUTE AND ATTORNEY FEES:

- 18.1. The parties agree that any dispute arising out of this Agreement shall be subject to the following:
 - 18.1.1. If the dispute is of a type governed by the vendor appeal process, then the dispute shall be resolved in accordance with Title 17 regulations.
 - 18.1.2. In the event of any dispute or litigation, including arbitration, arising out of, or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

19. NOTICES:

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

If to the RCOC:

Jack Stanton

Associate Director of Housing Regional Center of Orange County

1525 North Tustin Avenue Santa Ana, CA 92705 Phone: (714) 796-5100

E-mail: jstanton@rcocdd.com

With a Copy to: Christina Petteruto

General Counsel

Regional Center of Orange County

1525 North Tustin Avenue Santa Ana, CA 92705 Phone: (714) 796-5100

E-Mail: cpetteruto@rcocdd.com

If to the Contractor: Esperanza Sorongon and Ray Libang

3080 Giant Forest Loop Chino Hills, CA 91790 Phone: (626) 945-2952

E-Mail: espiesorongon@gmail.com and

ray@respiratorycc.com

20. MISCELLANEOUS PROVISIONS:

19.1. Contractor shall not assign, transfer or delegate any of its rights and obligations under this Agreement without the prior written consent of RCOC.

- 19.2. Time is hereby declared to be of the essence of this Agreement and of each and every covenant, term condition and provision hereof.
- 19.3. All notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to be duly rendered upon personal delivery or ten (10) days after said notice is deposited in the mail, postage prepaid, by nationally recognized overnight carrier (e.g., FedEx), or registered or certified with return receipt requested to the addresses identified above.

21. ENTIRE AGREEMENT/AMENDMENT:

This Agreement with attachments constitutes the entire Agreement and contains all the terms and conditions agreed upon by the parties hereto and supersedes all prior agreements, representations, and understandings of the parties, either oral or written. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. This Agreement shall be binding upon the parties hereto, their successors and assigns. Provided that an amendment or modification does not alter the overall goals and basic purpose of this Agreement or increase the not to exceed amount set forth in Section 3, RCOC's Associate Director of Housing has the authority to make modification(s) to this Agreement. Any such modifications shall be approved as to form by RCOC's General Counsel.

22. ATTACHMENTS

- Attachment A Description of Project
- Attachment B Program Design
- Attachment C Start-up Payment Agreement with Milestones

In executing this Agreement the Parties represent that the persons signing below are authorized to bind their respective Party.

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

"RCOC" – Regional Center of Orange County

Larry Landauer

Larry Landauer, Executive Director

"CONTRACTOR" - Amare Manor, LLC

DocuSigned by:

Name:

Ray Libang, President

ATTACHMENT A DESCRIPTION OF PROJECT

Contractor:	Amare Manor, LLC		
Project:	The development of one Specialized Residential Facility for Children serve four (4) minor persons served who are currently residing in a restrictive setting or who are at risk of being placed in a restrictive sett		
Vendor #:	Service Code:		
Project:			
APPROVED PROP ATTACHED HERI	POSAL (AS STATED IN SECTION 3.1 OF THIS AGREEMENT) TO BE		

ATTACHMENT B PROGRAM DESIGN

Contractor: Amare Manor, LLC

Project: The development of one Specialized Residential Facility for Children to serve four (4)

minor persons served who are currently residing in a restrictive setting or who are at risk

of being placed in a restrictive setting.

PROGRAM DESIGN (AS STATED IN SECTION 3.4 OF THIS AGREEMENT) TO BE ATTACHED HERE.

ATTACHMENT C START-UP PAYMENT AGREEMENT

Contractor:	Amare Manor, LLC	
Project:	The development of one Specialized Residential Facility for Children to serve four (4) minor persons served who are currently residing in a restrictive setting or who are at risk of being placed in a restrictive setting.	
Maximum Available Funding:	RCOC has made available funds from its budget from fiscal year ending 2025 in the amount of \$200,000.00.	
Vendor Number:	Service Code:	

PERFORMANCE MILESTONES:

No.	Description of Performance Milestones	Amount of funds allocated for the Specialized Residential Facilities to be developed by Contractor and payable to Contractor upon completion of each Performance Milestone (NOTE: for multiple facilities, clarify whether the amount is" per facility" or in the aggregate)
		Home #1
1	The date Contractor's Proposal and budget are approved by RCOC ¹ .	\$20,000
2	Upon submission of documentation acceptable to RCOC that Contractor has a signed lease agreement or has control of the property designated for development under the Service Development Agreement. ²	\$80,000
3	Upon submission to RCOC of documentation that Community Care Licensing (CCL) has accepted an application for licensure of the proposed Facility designated for development under the Service Development Agreement, and that CCL has issued a facility number for the Facility associated with that application. ³	\$20,000
4	Upon Submission to RCOC of Contractor's Policies and Procedures related to daily operations. ⁴	\$10,000
5	Upon RCOC's approval of the Program Design submitted by Contractor for each Facility. ⁵	\$10,000

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¹ Upon RCOC's approval of the Proposal and budget (in accordance with sections 3.1 and 3.2 of the Service Development Agreement) which shall include a start-up plan with timelines, start-up activities, an estimated start-up budget, and a budget proposal for the on-going rate, which remains subject to negotiation and approval by RCOC. Contractor must submit the Proposal and budget to RCOC by the deadlines specified in the Service Development Agreement.

² Acceptable documentation of this milestone consists of a copy of the lease agreement from the landlord, escrow paperwork, grant deed. and/or bank mortgage statement for the Children's Specialized Residential Facility to be developed pursuant to the Service Development Agreement.

³ Acceptable documentation of this milestone consists of a copy of the letter from Dept. of Social Services, Community Care Licensing (CCL) to Contractor, notifying Contractor that CCL has received a complete application and issued a facility number for the Children's Specialized Residential Facility (e.g., #1, #2, or #3) to be developed pursuant to the Service Development Agreement.

⁴ The amount indicated shall be paid to the contractor upon submission of the Contractor's Policy and Procedures Manual related to the daily operation which include but are limited to: zero tolerance policy and procedure for person served abuse or neglect, grievance policy and procedures as related to both person serveds and staff, and whistle blower policy and procedures.

⁵ The amount indicated shall be paid to the Contractor upon RCOC's review and approval of a final Program Design for each of the Specialized Residential Facilities to be developed and operated pursuant to the Service Development Agreement.

6	Upon submission to RCOC of documentation of costs expended and associated with facility development, including but not limited to furnishings, appliances, equipment, and household supplies for each Facility. ⁶	\$20,000
7	Upon submission of documentation that Community Care License has issued a Children's Residential Facility license to Contractor for each facility to be developed under the Service Development Agreement. ⁷	\$20,000
8	\$5,000 per person served shall be paid to Contractor for the transition activities leading to placement of each person served (up to a maximum of four persons served) into the Specialized Residential (CHILDREN'S SRF) Facilities to be developed under the Service Development Agreement. This payment shall constitute full reimbursement for all costs associated with transition activities leading to placement of each person served into the CHILDREN'S SRF. ⁸	\$20,000
	TOTAL MAXIMUM FUNDS ALLOCATED: \$200,000	\$200,000

NOTE: Defined terms herein have the same meaning as in the Service Development Agreement.

RCOC reserves the right to withhold all or part of any payment on invoices submitted until acceptable documentation is received. Within thirty (30) days of the placement of the first person served in each facility, the Contractor shall provide invoices and other evidence of start-up costs. If the Contractor's actual start-up costs do not support the awarded amount, RCOC shall have the right to require immediate repayment of any funds which have been disbursed under the Agreement, in which case the Contractor shall repay all such funds to RCOC within ten (10) business days of delivery of demand from RCOC.

RCOC	CONTRACTOR	
Name: Title	DocuSigned by: John 156EA56N850F6457 Ray Libang, President Title	

⁶ The amount indicated shall be paid to the Contractor upon submission of acceptable documentation for costs associated with the purchase of appliances, household supplies, program equipment, and furnishings required for facility licensure, provision of a comfortable living environment, and provision of social/recreational/therapeutic activities for persons served. Acceptable documentation includes, but is not limited to, receipts, invoices, payment records, and cancelled checks. The total costs must support the amount of funding received from RCOC under this milestone.

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⁷ The amount indicated shall be paid upon RCOC's receipt of verification from CCL (copy of license or other written confirmation of licensure) that an Adult Residential Facility license with a capacity of four (4) residents, all of whom may be non-ambulatory, has been issued to Contractor for each of the Facilities specified in the Service Development Agreement.

⁸ \$5,000 shall be paid to the contractor for each of a maximum of four (4) persons served per Facility for the cost of activities associated with transitioning a person served from a restrictive setting into the facility developed per the Service Development Agreement. Transition cost and activities include but are not limited to, the review of referral information, time spent by program Administrator, staff and consultants for pre-placement visits, and any other pre-placement activities that are intended to lead to the placement of each person served (up to a maximum of four (4) persons served) into each Specialized Residential Facility, prior to the expiration date of the Service Development Agreement. Funds paid under this milestone shall serve as reimbursement to Contractor for any and all cost associated with transition activities for all persons served placed in the facility developed under the Service Development Agreement. Contractor must submit a record of all pre-placement activities and associated cost for each person served for whom reimbursement is required under this milestone at the time the payment invoice is submitted to RCOC.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: September 4, 2025

TO: RCOC Board of Directors

FROM: Larry Landauer, Executive Director

	ACTION
	ACTION/CONSENT
	DISCUSSION
X	INFO ONLY

SUBJECT: Information Regarding Agreement for Start-Up Funds for Specialized

Adult Day Program with VILP, Inc. (CRDP Project No. 2425-5)

BACKGROUND:

The Department of Developmental Services (DDS) made a special allocation to RCOC's Community Resource Development Plan (CRDP) for the development of a Specialized Adult Day Program (SADP). This will be a site-based program licensed through the Department of Social Services, Community Care Licensing Division, serving individuals who have complex needs including significant self-care, mobility, and ambulation needs.

REASON FOR CURRENT ITEM:

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

FISCAL IMPACT:

DDS allocated \$200,000 in RCOC's CRDP for development of the SADP.

RECOMMENDATION:

This is an information item; no action is required.

AGREEMENT FOR START- UP FUNDS FOR SPECIALIZED ADULT DAY PROGRAM (SADP) BETWEEN REGIONAL CENTER OF ORANGE COUNTY AND VILP, INC.

RCOC CRDP PROJECT NO. 2425-5

This agreement ("Agreement") is made and entered into this 30th day of June, 2025 ("Effective Date"), by and between the Regional Center of Orange County, a California nonprofit corporation ("RCOC") and VILP, Inc., a California corporation doing business as Vocational Innovations La Palma ("Contractor"). RCOC and Contractor shall be jointly referred to as the "Parties".

RECITALS

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

WHEREAS, DDS has allocated Community Resource Development Plan ("CRDP") Start-Up Funds ("Start-Up Funds") to RCOC to develop a new Specialized Adult Day Program ("SADP") to meet the needs of adult RCOC Persons Served; and

WHEREAS, Contractor submitted a proposal ("Contractor's Proposal") to develop an SADP to serve RCOC Persons Served in response to RCOC's Request for Proposals dated December 17, 2024 ("RFP"); and

WHEREAS, Contractor will develop a site-based SADP licensed through the Department of Social Services Community Care Licensing Division in accordance with California Code of Regulations, Title 22 requirements to serve adult RCOC Persons Served who have a combination of significant self-care, mobility, and ambulation needs (the "Program"); and

WHEREAS, after the Start-Up phase has been completed, the Parties will enter into a service agreement for the provision of services for each RCOC Person Served placed in the Program; and

WHEREAS, Contractor agrees and understands that RCOC will provide the referrals for placement in the Program and that the Contractor may not refuse to accept otherwise appropriate placements;

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

ENTIRE AGREEMENT

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

2. TERM OF THE AGREEMENT

Subject to the provisions for earlier termination provided herein, the term of this Agreement shall be from the Effective Date to the earlier of the date this Agreement is terminated by RCOC or Contractor no longer operates the Program. Upon completion of the final Milestone, the Parties will subsequently enter into a service agreement for the provision of on-going services for each RCOC Person Served referred to the Program.

3. <u>CONTRACTOR COMPENSATION</u>

The total not to exceed compensation payable by RCOC to Contractor is Two-Hundred Thousand Dollars (\$200,000.00). It is understood and agreed that the Start-Up Funds provided under this Agreement may not cover the complete cost of Contractor's obligations under this Agreement. Any additional funds that Contractor may need to fulfill its obligations to meet the requirements of this Agreement shall be contributed by Contractor as set forth in Paragraph 4 of this Agreement. To the extent that any Start-Up funds are paid, but not used by Contractor as authorized by this Agreement, they shall be returned to RCOC within ten (10) business days of demand, which funds will then be returned to DDS.

4. SERVICES TO BE PERFORMED BY CONTRACTOR

- a. Contractor agrees to provide services as specified in this Agreement, which Agreement includes the RFP and Contractor's Proposal. The RFP is attached hereto as Exhibit A and incorporated herein by reference. Contractor's Proposal is attached to this Agreement as Exhibit B, and incorporated herein by reference. These Agreement documents are to be interpreted as complementary, but in the event of any conflict among the Agreement documents, the order of precedence shall be this Agreement, the RFP and Contractor's Proposal.
- b. To the extent provided in this Agreement, Contractor agrees to develop an SADP located at a site approved by RCOC in RCOC's service area. The Program shall be prepared to serve at least thirty (30) participants referred by RCOC at staffing ratios of 1:2 and 1:3 who have complex needs including significant self-care, mobility, and ambulation needs, and may require a Restricted Health Care Plan.
- c. The Program shall be licensed in accordance with the DSS-CCLD regulations, Title 22 of the California Code of Regulations, serving persons with developmental disabilities.
- d. Contractor agrees and understands that there will likely be a delay between the effective date of the Program license and the start date of RCOC Persons Served. A plan will be developed for each RCOC Person Served, which may require, among other things, face-to-face meetings and meetings at the Program.

- e. Contractor shall develop a program design to operate the Program that meets the requirements of operation set forth in Title 17 and Title 22 of the California Code of Regulations and the specifications contained within the RFP and Contractor Proposal. Contractor agrees to provide services in accordance with this program design once RCOC Persons Served begin attending the Program.
- g. Contractor shall provide services only to RCOC Persons Served. The RCOC Persons Served referred to the Program will have one or more of the following developmental disabilities—mild to severe intellectual disability, cerebral palsy, epilepsy, autism, an Axis I mental health diagnosis as defined in the DSM-V, severe self-care deficits, deficits in speech and hearing, and/or health related conditions that require restricted or non-restricted health care plans. Contractor will be vendored under service code 533 Medical Day Services at the rate established by DDS.
- h. Prior to the start date of the first Person Served, Contractor shall hire and train all staff necessary to meet regulatory requirements, the Program's program design, and the needs of Persons Served as identified in their Individual Program Plan.
- i. The Program shall be fully operational and ready to provide services to RCOC Persons Served within one hundred twenty (120) days of the Effective Date. The Parties agree that having the Program operational within this timeframe is dependent in part on securing and developing a site, and some factors may be beyond Contractor's control. Contractor shall exercise all due diligence on its part to be fully operational within the 120 day timeframe, and under no circumstances shall the operational date extend beyond December 31, 2026.

NOTICES

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

If to RCOC:

Arturo Cazares
Director of Community Services
Regional Center of Orange County
1525 North Tustin Avenue

Santa Ana, CA 92705 Phone: (714) 796-5100

E-mail: acazares@rcocdd.com

With a Copy to:

Christina Petteruto General Counsel

Regional Center of Orange County 1525 North Tustin Avenue

Santa Ana, CA 92705 Phone: (714) 796-5100

E-Mail: cpetteruto@rcocdd.com

If to the Contractor:

VILP, Inc. Attn: Amed Franco 335 N Puente St #A Brea, CA 92867 Phone: 714-617-1936

6. CONTRACTOR INVOICE

- a. Contractor shall submit electronic invoices and reports in a form required by RCOC, as described in this paragraph, to RCOC, at the time of completion of any of the milestones described in Exhibit D ("Milestones"), which is attached hereto and incorporated by reference. Each report shall contain the following information: date, amount claimed, with supporting documentation for each of the milestones completed, any difficulties encountered in the completion of one (1) or more the milestones, remedial action taken, and any additional time needed to accomplish the subsequent milestones as a result of the difficulties.
- b. All final documentation supporting all of the Milestones shall be submitted by the Contractor within thirty (30) days after the start of the first RCOC Person Served, and under no circumstances later than March 1, 2027. Final payment shall be withheld until after receipts are reconciled by RCOC and all required documentation has been submitted.

MONITORING BY RCOC

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

AUDIT AND INSPECTION OF RECORDS

- a. Contractor agrees to maintain and make available to RCOC and to DDS accurate books, invoices, receipts and accounting records relative to its costs and expenses (hereinafter collectively referred to as the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services or other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.
- b. Contractor will permit RCOC, DDS, and any authorized agency representative with oversight responsibilities to audit, examine and make excerpts, reproductions and transcripts from such records related to all matters covered by this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years after final payment under this Agreement, or until after a final audit has been resolved, whichever is later. The records shall be available during RCOC's regular business hours.

- c. All audits shall be conducted in accordance with the provisions of Section 50606 of Title 17. Contractor shall be bound by Section 50700, et seq., of Title 17 should Contractor elect to appeal any audit finding or recommendation.
- d. The State of California and any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon RCOC by this section.
- e. Contractor shall accept financial liability for any and all audit findings and/or recommendations disclosed by audit and promptly repay amounts owed unless such findings and/or recommendations are appealed and liquidation is stayed pursuant to Section 50705 of Title 17.

MANNER OF PAYMENT OF FUNDS

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

10. EQUIPMENT AND MATERIALS ARE PROPERTY OF THE STATE

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

CONTRACTOR'S USE of START-UP FUNDS

- The Guidelines shall be followed in determining Contractor expenditures which are allowable for reimbursement.
- b. Prior written authorization from RCOC will be required for expenditures not previously approved through the Contractor's Proposal, this Agreement or Exhibit C, before any reimbursement will be made. In seeking such authorization, the Contractor must submit a request for authorization which includes sufficient information for RCOC to evaluate the desirability of incurring such costs and its reasonableness. This may include, but is not limited to, copies of receipts, licenses, permits, bank statements, work orders, etc.

12. VENDOR STATUS NEEDED

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

13. OFFICIALS NOT TO BENEFIT

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

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

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

15. TERMINATION

- a. It is expressly understood and agreed that in the event that Contractor fails to perform its obligations under this Agreement, this Agreement may be terminated by RCOC for cause and all of Contractor's rights hereunder shall be terminated. Such termination for cause shall be effective immediately upon delivery of written notice thereof by RCOC. Immediately upon receipt of such written notice, Contractor shall, unless otherwise directed by RCOC, commence no new work and shall cease all work already begun under this Agreement. Within 14 calendar days after receipt of such written notice, Contractor shall provide RCOC with a list of all Property purchased with Start-Up Funds and shall surrender same as requested by RCOC.
- b. In the event Contractor fails to operate the Program for a period of ten years, Contractor shall return 1/10th of the Start-Up Funds received by Contractor for each year or portion thereof, rounded to the nearest month, that the Program is not operated for the ten-year period. By way of example, if the Program is operated for only four years the Contractor shall return 60% of the Start-Up Funds received. The formula for calculating the amount

to be returned is: [(120 months – months of Contractor operation) \div 120 months] X the amount of Start-Up Funds received. In the above example the Contractor would return \$120,000. 120 - 48 = 72; $72 \div 120 = 60\%$; 60% x \$200,000 = \$120,000. The provisions of this subsection b. shall not apply to circumstances entirely beyond Contractor's control that do not allow Contractor to continue to operate the Program.

- c. RCOC shall have the right to suspend or terminate this Agreement for cause upon the occurrence of a number of factors which include, but are not limited to, the following:
 - (1) Failure or refusal of the Contractor to perform or do any act herein required.
 - Conduct or conditions which are detrimental to the safety and well-being of a RCOC Client.
 - (3) Contractor's loss of any license(s), accreditation(s), or certification(s) required for this Agreement.
 - (4) Failure to maintain practices consistent with good management, such as, but no limited to:
 - (A) Failure to maintain any required insurance, pay payroll taxes or other payments required by law.
 - (B) Failure to adhere to established accounting and fiscal practices for the work provided under this Agreement.

16. FUNDING CONTINGENCY

- Notwithstanding anything in this Agreement to the contrary, the validity of this Agreement (including RCOC's obligation to remit payments to Contractor) is conditioned on RCOC's receipt of adequate funds from DDS to pay for the services described in this Agreement (the "Funding Contingency"). The Funding Contingency is a part of this Agreement because RCOC's annual funding agreement with DDS provides that such funding agreement is subject to the appropriation of funds by the Legislature, and that if such funds are not appropriated for any fiscal year into which such funding agreement extends, the funding agreement is of no force and effect. Further, in the annual funding agreement DDS will specifically allocate a specific amount of funding for each SADP covered by this Agreement. RCOC shall therefore have the right and option to terminate this Agreement without liability, and such termination shall be deemed a failure of the Funding Contingency, if (1) DDS for any reason fails to allocate funds to RCOC for any period covered by this Agreement for an SADP; or (2) DDS allocate funds to RCOC for a period covered by this Agreement which RCOC reasonably determines are inadequate to pay for all of the Contractor services and other expenses which RCOC expects to incur in such fiscal year as to any SADP. In such an event, RCOC has the absolute discretion to elect to fund other services rather than the services identified in this Agreement. When insufficient funds exist for RCOC to pay for all potential services to its Persons Served, RCOC shall have the right, under clause (2) above, in its sole and absolute discretion to fund services other than the services identified in this Agreement, based on which services RCOC believes are in the best interests of its Persons Served. If there is a failure of the Funding Contingency, then (1) RCOC shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and (2) neither party shall be obligated to further perform any provisions of this Agreement.
- b. In addition to the above, if there are insufficient funds available from DDS to pay for all of the Contractor services and other CRDP expenses which RCOC expects to incur in any fiscal year, as determined by RCOC in its sole and absolute discretion, RCOC shall have the option at any time, on 30 days' notice to Contractor, to reduce the amount of services being provided under this Agreement. In such event, the parties will in good faith negotiate to attempt to agree on Contractor's new amount of

compensation under the modified agreement. If the parties are unable to agree on Contractor's new compensation for its reduced services within such 30 day period, RCOC shall then either (1) terminate this Agreement because of the failure of a Funding Contingency or (2) rescind its reduction of Contractor's services, in which event this Agreement shall continue in full force and effect without such reduction in services or compensation.

17. APPLICABLE LAWS

Contractor shall render services in accordance with the applicable provisions of federal and California laws, including, but not limited to, Welfare and Institutions Code § 4500 et seq., and Title 17 and Title 22 of the California Code of Regulations.

18. <u>INDEPENDENT CONTRACTOR</u>

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

19. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

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

20. AMENDMENT BY LAW

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

Parties in entering into this Agreement then this Agreement may be terminated by either Party.

21. CONFIDENTIALITY OF RECORDS

The Contractor shall maintain confidentiality of records in accordance with state and federal law, including, but not limited to, the provisions of Welfare and Institutions Code §§ 4514, 5328, and 14100.2. The Contractor and all employees shall respect the confidentiality of all RCOC Person Served information they receive.

22. TIME OF THE ESSENCE

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

23. FUTURE COOPERATION

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

24. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

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

25. WAIVER

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

DISPUTE AND ATTORNEYS' FEES

- 26.1. The parties agree that any dispute arising out of this Agreement shall be subject to the following:
 - 26.1.1. If the dispute is of a type governed by the vendor appeal process, then the dispute shall be resolved in accordance with Title 17 regulations.
 - 26.1.2. In the event of any dispute or litigation, including arbitration, arising out of, or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

27. INSURANCE

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

- a. Evidence of Coverage. Prior to commencement of any work under this Agreement, Contractor shall provide on an insurance industry approved form a Certificate of Insurance certifying that coverage as required in this Paragraph 27 has been obtained and remains in force for the period required by this Agreement. In addition, Contractor shall produce a certified copy of the policy or policies to RCOC upon request. Each policy shall meet the following requirements:
 - Additional Insured Endorsement. Except for Workers'
 Compensation insurance, each policy shall include an endorsement
 evidencing that the policy also applies to RCOC and DDS, their
 officers, directors, agents, employees and volunteers, as additional
 insureds against loss or liability caused by or connected with
 Contractor's performance or non-performance under this
 Agreement.
 - (1) Primary Insurance Endorsement. Each policy shall include an endorsement evidencing that the policy afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by DDS or RCOC, their officers, directors, agents, and employees shall be excess only and not contributing with insurance provided under this policy.
 - ii. Notice of Cancellation or Change of Coverage Endorsement. Each policy shall include an endorsement evidencing that the policy shall not be canceled or changed so as to no longer meet the specified RCOC insurance requirements without thirty (30) days prior written

- notice of the cancellation or change being delivered to RCOC at the address shown on the Certificate of Insurance.
- iii. <u>Separation Clause Endorsement.</u> 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. <u>Termination of Insurance</u>. If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed, or any action or any inaction in connection with this Agreement.
- 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. <u>Deductible Amounts in Standard Policy.</u> Any policy deductible or self-insured retention on any insurance policy (except auto) which exceeds \$10,000 requires prior written approval of Project Manager or his/her designee. Any policy deductible or self-insured retention on automobile liability over \$5,000 requires prior written approval of RCOC. No approved deductible shall in any way limit liabilities assumed by Contractor under this Agreement.
- vii. <u>Subcontractor Insurance Requirements.</u> Should any of the Services under this Agreement be provided by a subcontractor, Contractor shall require each subcontractor (of any tier) to provide the coverages specified in this Section 27, or Contractor may insure any subcontractor under its own policies.
- viii. Occurrence vs. Claims Based Insurance. All policies are required to be written on an occurrence basis.
- b. <u>Types of Insurance Policies/Coverage Required.</u> Contractor shall provide insurance through a policy or policies with the following types and coverage, subject to the requirements above.

- i. <u>Comprehensive General Liability Insurance.</u> Comprehensive General Liability Insurance for bodily injury (including death) and property damage which provides not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate.
 - (1) The coverage shall include:
 - (a) Premises and Operations
 - (b) Contractual Liability expressly including liability assumed under this agreement, excepting the requirement does not apply for service contracts.
 - (c) Personal Injury Liability.
 - (d) Property damage.
- ii. <u>Comprehensive Automobile Liability Insurance.</u> 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. <u>Employers' Liability Coverage</u>. 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. <u>Professional Liability.</u> 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. <u>Sexual Misconduct Liability</u>. Sexual misconduct liability insurance in an amount equal to One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate.
- c. <u>Duration of Insurance</u>. Contractor shall maintain all coverage and insurance for the entire term and for any extended period agreed upon within this Agreement.
- d. <u>Maintain Records re Insurance Coverage</u>. Contractor shall maintain records regarding all coverage and insurance for the term of this Agreement and for any extended period agreed upon within this Agreement.

- e. Withhold Payment for Lack of Required Coverage. RCOC reserves the right to withhold payment of CRDP Funds in the event of material noncompliance with the applicable insurance requirements outlined in this Section 27.
- f. Remedies for Failure to Provide or Maintain Required Insurance or Endorsements. In addition to any other remedies RCOC may have if Contractor (or any subcontractor) fails to provide or maintain any insurance required by this Section 27 to the extent and within the time required by this Agreement, RCOC may, at its sole option:
 - Obtain the insurance and deduct and retain the amount of the premiums for the insurance from any monies due under this Agreement.
 - Order Contractor (and any subcontractor) to cease performance of the work and/or withhold funding until Contractor (or subcontractor) demonstrates compliance with the insurance requirements of this Agreement.
 - iii. Immediately and without further cause terminate this Agreement. Exercise of any of the above remedies are in addition to any other remedies RCOC may have and are not the exclusive remedies for Contractor's (or subcontractor's) failure to maintain or secure appropriate policies or endorsements. Nothing in this Agreement shall be construed as limiting in any way the extent to which Contractor (or any subcontractor) may be held responsible for payments of damages to persons or property resulting from Contractor's (or any subcontractor's) performance under this Agreement.
- g. Modification of Insurance Requirements. RCOC may modify the insurance requirements set forth above if at any time during the term of this Agreement RCOC determines, in its sole discretion, that additional coverage is necessary to protect RCOC's interests. Contractor shall have ninety (90) days from the date of notification by RCOC to procure such modified coverage.

28. AUTHORITY TO SIGN

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

29. INTEGRATION CLAUSE/AMENDMENT

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

THIRD-PARTY BENEFICIARIES

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

31. HEADINGS

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

Signature of Authorized Representatives of Contracting Parties:

"RCOC" - Regional Center of Orange County

By: Larry Landauer

Larry Landauer, Executive Director

"CONTRACTOR" VILP, Inc.

By: Amed Franco

Name/Title: President, MBA Amed Franco

Exhibit A

REQUEST FOR PROPOSALS

Exhibit B

CONTRACTOR PROPOSAL (Not including financial information)

Exhibit C

GUIDELINES FOR USING START-UP FUNDING

I. General Budget Provisions

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

Name: Arturo Cazares Title: Director of Community Services Regional Center of Orange County 1525 North Tustin Avenue Santa Ana, CA 92705

Phone: (714) 796-5100

E-mail: acazares@rcocdd.com

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

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

II. Personnel Services

A. A maximum of nine (9) months of identified and reasonable direct personnel and overhead costs, including employee fringe benefits, may be reimbursed. Where salaries and wages are a reimbursable item, the following information should be included: monthly, weekly, or hourly rate, as appropriate personnel classification number of hours worked period worked (example: August 1 - 15, 2025). - If the employee has other duties with the organization, a percentage of personnel time to be charged to the contract needs to be specified.

III. Administrative Overhead

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

IV. Consultants

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

V. Real Property

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

VI. Equipment

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

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

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

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

Liaison:

Name: Arturo Cazares

Title: Director of Community Services Regional Center of Orange County

1525 North Tustin Avenue

Santa Ana, CA 92705 Phone: (714) 796-5100

E-mail: acazares@rcocdd.com

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

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

Exhibit D

MILESTONES

Milestone #1

RCOC will make the first (1st) payment to Contractor based upon receipt of a fully executed copy of this Agreement. This payment will serve as the advance to initiate the performance of work described in Paragraph 4. The amount of this payment shall not exceed the sum of \$40,000.00, representing 20% of the total Agreement amount.

Milestone #2

The second (2nd) milestone claim may be submitted by the Contractor after completion of the Community Care Licensing Application for the Day Program site and proof of submission to the applicable Community Care Licensing office. The amount of this claim shall not exceed the sum of \$40,000.00, representing 20% of the total Agreement amount.

Milestone #3

The third (3rd) milestone claim may be submitted by the Contractor after successful approval by RCOC and DDS of the contractor's Program Design for the Day Program that meets all applicable Title 17 regulations. The amount of this claim shall not exceed the sum of \$40,000.00 representing 20% of the total Agreement amount.

Milestone #4

The fourth (4th) milestone may be submitted in one or more claims with an invoice and receipts for RCOC approved expended start-up costs associated with program development, including but not limited to, modifications to the program site, furnishing and purchasing necessary equipment for the program site, hiring and retaining staff, and completing staff training requirements. These items must be included in the most currently approved Start-Up Budget. The amount of this claim shall not exceed the sum of \$60,000.00, representing 30% of the total Agreement amount.

Milestone #5

The fifth (5th) milestone may be submitted by the Contractor after successful completion of the Community Care Licensing process for the identified project and proof of Community Care License issued for an adult day program. The total amount claimable under this milestone shall not exceed the sum of \$20,000.00, representing 10% of the total Agreement amount.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: September 4, 2025

TO: RCOC Board of Directors

FROM: Larry Landauer, Executive Director

	ACTION
	ACTION/CONSENT
	DISCUSSION
X	INFO ONLY

SUBJECT: Information Regarding Agreement for Start-Up Funds for Crisis

Personal Assistance Services with My Life Services, Inc. (CRDP Project

No. 2425-7)

BACKGROUND:

The Department of Developmental Services (DDS) made a special allocation to RCOC's Community Resource Development Plan (CRDP) for the development of Crisis Personal Assistance Services (Crisis PA). The purpose of the services is to provide immediate support to individuals residing in the family home experiencing acute crisis, individuals on 5150 holds needing discharge home with supports, and individuals needing support in-home until placement is identified.

REASON FOR CURRENT ITEM:

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

FISCAL IMPACT:

DDS allocated \$100,000 in RCOC's CRDP for development of Crisis PA services.

RECOMMENDATION:

This is an information item; no action is required.

AGREEMENT FOR START- UP FUNDS FOR CRISIS PERSONAL ASSISTANCE SERVICES BETWEEN REGIONAL CENTER OF ORANGE COUNTY AND MY LIFE SERVICES, INC.

RCOC CRDP PROJECT NO. 2425-7

This agreement ("Agreement") is made and entered into this 27 day of June, 2025 ("Effective Date"), by and between the Regional Center of Orange County, a California nonprofit corporation ("RCOC") and My Life Services, Inc., a California corporation ("Contractor"). RCOC and Contractor shall be jointly referred to as the "Parties".

RECITALS

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

WHEREAS, DDS has allocated Community Resource Development Plan ("CRDP") Start-Up Funds ("Start-Up Funds") to RCOC to develop a new Crisis Personal Assistance Service ("Crisis PA") to meet the needs of RCOC Persons Served; and

- WHEREAS, Contractor submitted a proposal ("Contractor's Proposal") to develop Crisis Personal Assistant (PA) to serve RCOC Persons Served in response to RCOC's Request for Proposals dated December 16, 2024 ("RFP"); and
- WHEREAS, Contractor will develop Crisis PA services to provide immediate support to individuals residing in the family home experiencing acute crisis, individuals on 5150 holds needing discharge home with supports, and individuals needing support in-home until placement is identified (the "Program"); and
- WHEREAS, after the Start-Up phase has been completed, the Parties will enter into a service agreement for the provision of services for each RCOC Person Served placed in the Program; and
- WHEREAS, Contractor agrees and understands that RCOC will provide the referrals for placement in the Program and that the Contractor may not refuse to accept otherwise appropriate placements:

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

1. ENTIRE AGREEMENT

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

2. TERM OF THE AGREEMENT

Subject to the provisions for earlier termination provided herein, the term of this Agreement shall be from the Effective Date to the earlier of the date this Agreement is terminated by RCOC or Contractor no longer operates the Program. Upon completion of the final Milestone, the Parties will subsequently enter into a service agreement for the provision of on-going services for each RCOC Person Served referred to the Program.

3. <u>CONTRACTOR COMPENSATION</u>

The total not to exceed compensation payable by RCOC to Contractor is One Hundred Thousand Dollars (\$100,000.00). It is understood and agreed that the Start-Up Funds provided under this Agreement may not cover the complete cost of Contractor's obligations under this Agreement. Any additional funds that Contractor may need to fulfill its obligations to meet the requirements of this Agreement shall be contributed by Contractor as set forth in Paragraph 4 of this Agreement. To the extent that any Start-Up funds are paid, but not used by Contractor as authorized by this Agreement, they shall be returned to RCOC within ten (10) business days of demand, which funds will then be returned to DDS.

4. SERVICES TO BE PERFORMED BY CONTRACTOR

- a. Contractor agrees to provide services as specified in this Agreement, which Agreement includes the RFP and Contractor's Proposal. The RFP is attached hereto as Exhibit A and incorporated herein by reference. Contractor's Proposal is attached to this Agreement as Exhibit B, and incorporated herein by reference. These Agreement documents are to be interpreted as complementary, but in the event of any conflict among the Agreement documents, the order of precedence shall be this Agreement, the RFP and Contractor's Proposal.
- b. Contractor agrees to develop Crisis PA services to provide immediate support to individuals who have challenging support needs due to a combination of severe self-care deficits, social-communicative challenges, and behavioral struggles. Services will include support for individuals residing in the family home experiencing acute crisis while plans for long-term supports are being explored, individuals on a 5150 hold needing discharge home with supports, and individuals needing support in-home while placement is identified.
- c. Contractor shall develop a program design to operate the Program that meets the requirements of operation set forth in Title 17 of the California Code of Regulations and the specifications contained within the RFP and Contractor Proposal. Contractor agrees to provide services in accordance with this program design once RCOC Persons Served are served in the Program.

- d. Contractor shall provide services only to RCOC Persons Served. The RCOC Persons Served referred to the Program will have one or more of the following developmental disabilities—mild to severe intellectual disability, cerebral palsy, epilepsy, autism, an Axis I mental health diagnosis as defined in the DSM-V, severe self-care deficits, and social and communication deficits requiring support from staff possibly using augmentative communication devices or methods. Contractor will be vendored for Personal Assistance services at the rate established by DDS.
- e. Prior to the start date of the first Person Served, Contractor shall hire and train all staff necessary to meet regulatory requirements, the Program's program design, and the needs of Persons Served as identified in their Individual Program Plan (IPP). The Program shall be overseen by a Board Certified Behavior Analysts (BCBA) and direct services shall be provided by BCBAs, Board Certified Assistance Behavior Analysts (BCaBA) and/or Registered Behavior Technicians (RBT).
- f. The Program shall be fully operational and ready to provide services to RCOC Persons Served within one hundred eighty (180) days of the Effective Date.

5. NOTICES

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

If to RCOC: Arturo Cazares

Director of Community Services
Regional Center of Orange County
1525 North Treating Asserts

1525 North Tustin Avenue Santa Ana, CA 92705 Phone: (714) 796-5100

Email: acazares@rcocdd.com

With a Copy to:

Christina Petteruto
General Counsel
Regional Center of Orange County
1525 North Tustin Avenue

Santa Ana, CA 92705 Phone: (714) 796-5100

Email: cpetteruto@rcocdd.com

If to the Contractor: David Zermeno

My Life Services, Inc. 15540 Pomona Rincon Rd. Chino Hills, CA 91711 Phone: (909) 837-0907

Email: mylifeservicesinc@gmail.com

6. CONTRACTOR INVOICE

- a. Contractor shall submit electronic invoices and reports in a form required by RCOC, as described in this paragraph, to RCOC, at the time of completion of any of the milestones described in Exhibit D ("Milestones"), which is attached hereto and incorporated by reference. Each report shall contain the following information: date, amount claimed, with supporting documentation for each of the milestones completed, any difficulties encountered in the completion of one (1) or more the milestones, remedial action taken, and any additional time needed to accomplish the subsequent milestones as a result of the difficulties.
- b. All final documentation supporting all of the Milestones shall be submitted by the Contractor within thirty (30) days after the start of the first RCOC Person Served, and under no circumstances later than March 1, 2027. Final payment shall be withheld until after receipts are reconciled by RCOC and all required documentation has been submitted.

7. MONITORING BY RCOC

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

8. AUDIT AND INSPECTION OF RECORDS

- a. Contractor agrees to maintain and make available to RCOC and to DDS accurate books, invoices, receipts and accounting records relative to its costs and expenses (hereinafter collectively referred to as the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services or other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.
- b. Contractor will permit RCOC, DDS, and any authorized agency representative with oversight responsibilities to audit, examine and make excerpts, reproductions and transcripts from such records related to all matters covered by this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years after final payment under this Agreement, or until after a final audit has been resolved, whichever is later. The records shall be available during RCOC's regular business hours.

- c. All audits shall be conducted in accordance with the provisions of Section 50606 of Title 17. Contractor shall be bound by Section 50700, et seq., of Title 17 should Contractor elect to appeal any audit finding or recommendation.
- d. The State of California and any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon RCOC by this section.
- e. Contractor shall accept financial liability for any and all audit findings and/or recommendations disclosed by audit and promptly repay amounts owed unless such findings and/or recommendations are appealed and liquidation is stayed pursuant to Section 50705 of Title 17.

9. MANNER OF PAYMENT OF FUNDS

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

10. EQUIPMENT AND MATERIALS ARE PROPERTY OF THE STATE

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

11. CONTRACTOR'S USE of START-UP FUNDS

- a. The Guidelines shall be followed in determining Contractor expenditures which are allowable for reimbursement.
- b. Prior written authorization from RCOC will be required for expenditures not previously approved through the Contractor's Proposal, this Agreement or Exhibit C, before any reimbursement will be made. In seeking such authorization, the Contractor must submit a request for authorization which includes sufficient information for RCOC to evaluate the desirability of incurring such costs and its reasonableness. This may include, but is not limited to, copies of receipts, licenses, permits, bank statements, work orders, etc.

12. VENDOR STATUS NEEDED

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

13. OFFICIALS NOT TO BENEFIT

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

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

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

15. <u>TERMINATION</u>

- a. It is expressly understood and agreed that in the event that Contractor fails to perform its obligations under this Agreement, this Agreement may be terminated by RCOC for cause and all of Contractor's rights hereunder shall be terminated. Such termination for cause shall be effective immediately upon delivery of written notice thereof by RCOC. Immediately upon receipt of such written notice, Contractor shall, unless otherwise directed by RCOC, commence no new work and shall cease all work already begun under this Agreement. Within 14 calendar days after receipt of such written notice, Contractor shall provide RCOC with a list of all Property purchased with Start-Up Funds and shall surrender same as requested by RCOC.
- b. In the event Contractor fails to operate the Program for a period of ten years, Contractor shall return 1/10th of the Start-Up Funds received by Contractor for each year or portion thereof, rounded to the nearest month, that the Program is not operated for the ten-year period. By way of example, if the Program is operated for only four years the Contractor shall return 60% of the Start-Up Funds received.

The formula for calculating the amount to be returned is: $[(120 \text{ months} - \text{months} \text{ of Contractor operation}) \div 120 \text{ months}] X$ the amount of Start-Up Funds received. In the above example the Contractor would return \$60,000. 120 - 48 = 72; $72 \div 120 = 60\%$; $60\% \times 100,000 = 60,000$. The provisions of this subsection b. shall not apply to circumstances entirely beyond Contractor's control that do not allow Contractor to continue to operate the Program.

- c. RCOC shall have the right to suspend or terminate this Agreement for cause upon the occurrence of a number of factors which include, but are not limited to, the following:
 - (1) Failure or refusal of the Contractor to perform or do any act herein required.
 - (2) Conduct or conditions which are detrimental to the safety and well-being of a RCOC Client.
 - (3) Contractor's loss of any license(s), accreditation(s), or certification(s) required for this Agreement.
 - (4) Failure to maintain practices consistent with good management, such as, but no limited to:
 - (A) Failure to maintain any required insurance, pay payroll taxes or other payments required by law.
 - (B) Failure to adhere to established accounting and fiscal practices for the work provided under this Agreement.

16. FUNDING CONTINGENCY

- Notwithstanding anything in this Agreement to the contrary, the validity of this Agreement (including RCOC's obligation to remit payments to Contractor) is conditioned on RCOC's receipt of adequate funds from DDS to pay for the services described in this Agreement (the "Funding Contingency"). The Funding Contingency is a part of this Agreement because RCOC's annual funding agreement with DDS provides that such funding agreement is subject to the appropriation of funds by the Legislature, and that if such funds are not appropriated for any fiscal year into which such funding agreement extends, the funding agreement is of no force and effect. Further, in the annual funding agreement DDS will specifically allocate a specific amount of funding for the Crisis PA 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 Crisis PA; or (2) DDS allocate funds to RCOC for a period covered by this Agreement which RCOC reasonably determines are inadequate to pay for all of the Contractor services and other expenses which RCOC expects to incur in such fiscal year as to any Crisis PA program. In such an event, RCOC has the absolute discretion to elect to fund other services rather than the services identified in this Agreement. When insufficient funds exist for RCOC to pay for all potential services to its Persons Served, RCOC shall have the right, under clause (2) above, in its sole and absolute discretion to fund services other than the services identified in this Agreement, based on which services RCOC believes are in the best interests of its Persons Served. If there is a failure of the Funding Contingency, then (1) RCOC shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and (2) neither party shall be obligated to further perform any provisions of this Agreement.
- b. In addition to the above, if there are insufficient funds available from DDS to pay for all of the Contractor services and other CRDP expenses which RCOC expects to incur in any fiscal year, as determined by RCOC in its sole and absolute discretion, RCOC shall have the option at any time, on 30

days' notice to Contractor, to reduce the amount of services being provided under this Agreement. In such event, the parties will in good faith negotiate to attempt to agree on Contractor's new amount of compensation under the modified agreement. If the parties are unable to agree on Contractor's new compensation for its reduced services within such 30 day period, RCOC shall then either (1) terminate this Agreement because of the failure of a Funding Contingeney or (2) rescind its reduction of Contractor's services, in which event this Agreement shall continue in full force and effect without such reduction in services or compensation.

17. APPLICABLE LAWS

Contractor shall render services in accordance with the applicable provisions of federal and California laws, including, but not limited to, Welfare and Institutions Code § 4500 et seq., and Title 17 of the California Code of Regulations.

18. INDEPENDENT CONTRACTOR

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

19. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

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

20. AMENDMENT BY LAW

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

held to be unenforceable and would substantially defeat the reasonable expectations of the Parties in entering into this Agreement then this Agreement may be terminated by either Party.

21. <u>CONFIDENTIALITY OF RECORDS</u>

The Contractor shall maintain confidentiality of records in accordance with state and federal law, including, but not limited to, the provisions of Welfare and Institutions Code §§ 4514, 5328, and 14100.2. The Contractor and all employees shall respect the confidentiality of all RCOC Person Served information they receive.

22. TIME OF THE ESSENCE

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

23. FUTURE COOPERATION

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

24. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

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

25. WAIVER

No waiver of a breach of any provision of this Agreement by either Party shall constitute a waiver of any other breach of this Agreement. Failure of either Party to enforce at any time, or from time to time, any provisions of this Agreement shall not be construed as a

waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

26. DISPUTE AND ATTORNEYS' FEES

- 26.1. The parties agree that any dispute arising out of this Agreement shall be subject to the following:
 - 26.1.1. If the dispute is of a type governed by the vendor appeal process, then the dispute shall be resolved in accordance with Title 17 regulations.
 - 26.1.2. In the event of any dispute or litigation, including arbitration, arising out of, or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

27. INSURANCE

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

- a. Evidence of Coverage. Prior to commencement of any work under this Agreement, Contractor shall provide on an insurance industry approved form a Certificate of Insurance certifying that coverage as required in this Paragraph 27 has been obtained and remains in force for the period required by this Agreement. In addition, Contractor shall produce a certified copy of the policy or policies to RCOC upon request. Each policy shall meet the following requirements:
 - i. Additional Insured Endorsement. Except for Workers' Compensation insurance, each policy shall include an endorsement evidencing that the policy also applies to RCOC and DDS, their officers, directors, agents, employees and volunteers, as additional insureds against loss or liability caused by or connected with Contractor's performance or non-performance under this Agreement.
 - (1) <u>Primary Insurance Endorsement</u>. Each policy shall include an endorsement evidencing that the policy afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by DDS or RCOC, their officers, directors, agents, and employees shall be excess only and not contributing with insurance provided under this policy.
 - ii. Notice of Cancellation or Change of Coverage Endorsement. Each policy shall include an endorsement evidencing that the policy shall not be canceled or changed so as to no longer meet the specified

- RCOC insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to RCOC at the address shown on the Certificate of Insurance.
- iii. <u>Separation Clause Endorsement.</u> 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. <u>Termination of Insurance</u>. If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed, or any action or any inaction in connection with this Agreement.
- v. <u>Qualifying Insurers</u>. 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. <u>Deductible Amounts in Standard Policy.</u> Any policy deductible or self-insured retention on any insurance policy (except auto) which exceeds \$10,000 requires prior written approval of Project Manager or his/her designee. Any policy deductible or self-insured retention on automobile liability over \$5,000 requires prior written approval of RCOC. No approved deductible shall in any way limit liabilities assumed by Contractor under this Agreement.
- vii. <u>Subcontractor Insurance Requirements.</u> Should any of the Services under this Agreement be provided by a subcontractor, Contractor shall require each subcontractor (of any tier) to provide the coverages specified in this Section 27, or Contractor may insure any subcontractor under its own policies.
- viii. Occurrence vs. Claims Based Insurance. All policies are required to be written on an occurrence basis.
- b. <u>Types of Insurance Policies/Coverage Required.</u> Contractor shall provide insurance through a policy or policies with the following types and coverage, subject to the requirements above.

- i. <u>Comprehensive General Liability Insurance.</u> Comprehensive General Liability Insurance for bodily injury (including death) and property damage which provides not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate.
 - (1) The coverage shall include:
 - (a) Premises and Operations
 - (b) Contractual Liability expressly including liability assumed under this agreement, excepting the requirement does not apply for service contracts.
 - (c) Personal Injury Liability.
 - (d) Property damage.
- ii. <u>Comprehensive Automobile Liability Insurance.</u> 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. <u>Workers' Compensation Insurance.</u> Workers' Compensation Insurance shall be maintained. Statutory California Workers' Compensation coverage shall include a broad form all-states endorsement and waiver of subrogation.
- iv. <u>Employers' Liability Coverage</u>. 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. <u>Professional Liability.</u> 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. <u>Sexual Misconduct Liability.</u> Sexual misconduct liability insurance in an amount equal to One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate.
- c. <u>Duration of Insurance</u>. Contractor shall maintain all coverage and insurance for the entire term and for any extended period agreed upon within this Agreement.
- d. <u>Maintain Records re Insurance Coverage</u>. Contractor shall maintain records regarding all coverage and insurance for the term of this Agreement and for any extended period agreed upon within this Agreement.

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

28. AUTHORITY TO SIGN

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

29. INTEGRATION CLAUSE/AMENDMENT

This Agreement, including its attachments and references, is intended as a final expression of the agreement among the Parties. No supplement, modification, or amendment of this

Agreement shall be binding unless executed in writing by all the Parties. The execution of any amendment or modification to this Agreement shall comply with the requirements of applicable statutes, regulations and provisions of RCOC's contract with DDS. Provided that an amendment or modification does not alter the overall goals and basic purpose of this Agreement or increase the not to exceed amount set forth in Section 3, RCOC's Associate Director of Housing has the authority to make modification(s) to this Agreement. Any such modifications shall be approved as to form by RCOC's General Counsel.

30. THIRD-PARTY BENEFICIARIES

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

31. HEADINGS

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

Signature of Authorized Representatives of Contracting Parties:

"RCOC" - Regional Center of Orange County

DocuSigned by:

Larry Landauer

Ву: _______

Larry Landauer, Executive Director

"CONTRACTOR" My Life Services, Inc.

Name/Title: David Zermer

Name/Title: David Zermeno CEO

Exhibit A

REQUEST FOR PROPOSALS

Exhibit B

CONTRACTOR PROPOSAL (Not including financial information)

Exhibit C

GUIDELINES FOR USING START-UP FUNDING

I. General Budget Provisions

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

Name: Arturo Cazares
Title: Director of Community Services
Regional Center of Orange County
1525 North Tustin Avenue
Santa Ana, CA 92705
Phone: (714) 796-5100

Phone: (/14) /96-3100

E-mail: acazares@rcocdd.com

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

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

II. Personnel Services

A. A maximum of nine (9) months of identified and reasonable direct personnel and overhead costs, including employee fringe benefits, may be reimbursed. Where salaries and wages are a reimbursable item, the following information should be included: monthly, weekly, or hourly rate, as appropriate personnel classification number of hours worked period worked (example: August 1 - 15, 2025). - If the employee has other duties with the organization, a percentage of personnel time to be charged to the contract needs to be specified.

III. Administrative Overhead

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

IV. Consultants

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

V. Real Property

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

VI. Equipment

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

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

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

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

Liaison:

Name: Arturo Cazares
Title: Director of Community Services
Regional Center of Orange County
1525 North Tustin Avenue
Santa Ana. CA 92705

Santa Ana, CA 92705 Phone: (714) 796-5100

E-mail: acazares@rcocdd.com

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

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

Exhibit D

MILESTONES

Milestone #1

RCOC will make the first (1st) payment to Contractor based upon receipt of a fully executed copy of this Agreement. This payment will serve as the advance to initiate the performance of work described in Paragraph 4. The amount of this payment shall not exceed the sum of \$30,000.00, representing 30% of the total Agreement amount.

Milestone #2

The second (2nd) milestone claim may be submitted by the Contractor after successful approval by RCOC of Contractor's Program Design for the Crisis PA Program that meets all applicable Title 17 regulations. The amount of this claim shall not exceed the sum of \$30,000.00 representing 30% of the total Agreement amount.

Milestone #3

The third (3rd) milestone may be submitted in one or more claims with an invoice and receipts for RCOC approved expended start-up costs associated with program development, including but not limited to, hiring and retaining staff and completing staff training requirements. These items must be included in the most currently approved Start-Up Budget. The amount of this claim shall not exceed the sum of \$30,000.00, representing 30% of the total Agreement amount.

Milestone #4

The fourth (4th) milestone may be submitted by the Contractor after successful completion of the vendorization process with RCOC. The total amount claimable under this milestone shall not exceed the sum of \$10,000.00, representing 10% of the total Agreement amount.



Summary of Information About Persons Served - May 2025

NUMBER OF PERSONS SERVED	27,585	100%
Children - Birth to Age Three Receiving Early Start Services	3,430	12%
Children - Ages Three to Five Receiving Provisional Services	460	2%
Children - Ages Three to 17 Receiving Lanterman Services	9,633	35%
Adults - Ages 18 and Older Receiving Lanterman Services	14,062	51%

Children - Birth to Age Three Receiving Prevention Resource and Referral Services	410
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Children and Adults - Ages Three and Older Receiving Lanterman Services with the Following Diagnoses:

= 111/31122121		
Intellectual Disability	11,490	51%
Epilepsy	2,869	13%
Cerebral Palsy	2,519	11%
Autism	11,962	50%
Fifth Category*	2,118	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		477
Early Start / Under Age Three / 45 days to complete determination	291	61%
Lanterman / Over Age Three / 120 days to complete determination	177	37%
Provisional / Up to Age Five / 90 days to complete determination	9	2%

NUMBER OF PERSONS DETERMINED ELIGIBLE		176
Children - Birth to Age Three Eligible for Early Start Services		8
Children and Adults - Ages Three and Older Eligible for Lanterman Services		114
Number of children who received Early Start services	28	
Number of children who received Early Start services and had a diagnosis of autism	22	
Children - Birth to Age Three Eligible for Prevention Resource and Referral	Services	4

NUMBER OF CHILDREN NO LONGER ELIGIBLE FOR EARLY START OR PREVENTION RESOURCE AND REFERRAL SERVICES	124
Children - Age Three No Longer Eligible for Early Start Services	
Children - Age Three No Longer Eligible for Prevention Resource and Referral Services	0

REGIONAL CENTER OF ORANGE COUNTY



OPERATIONS REPORT

MAY 2025 ACTIVITY

Mission Statement

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

COMMUNITY LIFE

Related Guiding Principles

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

Provider Monitoring, Technical Support and Special Incident Investigation Activities *Fiscal Year 2024-25*

Type and Number of Reviews	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Annual Review	46	48	33	40	45	40
Unannounced	74	86	55	63	55	51
Total Number of Reviews	120	134	88	103	100	91
					-	
Provider Trainings	0	0	0	0	0	0
Technical Support	303	251	298	319	348	308
Corrective Action Plans	0	12	2	3	5	2
Special Incident Investigations*	88	51	47	57	45	31
COVID-19 Checklist	0	0	0	0	0	0

Type and Number of Reviews	Jan.	Feb.	Mar.	Apr.	May	June	Total
Annual Review	42	40	30	35	27		426
Unannounced	189	104	76	93	82		928
Total Number of Reviews	231	144	106	128	109		1,011
	- I	· I	I	- I			
Provider Trainings	0	0	0	0	0		0
Technical Support	319	295	243	258	177		3,119
Corrective Action Plans	3	2	2	9	5		45
Special Incident Investigations*	46	35	108	35	41		584

* 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)

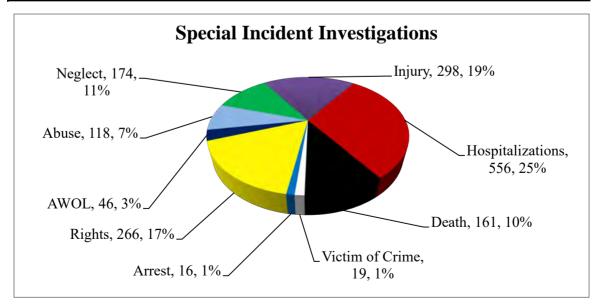
- (A) The consumer is missing and the vendor or long-term health care facility has filed a missing persons report with a law enforcement agency;
- (B) Reasonably suspected abuse/exploitation including:
 - 1. Physical;
 - 2. Sexual;
 - 3. Fiduciary;
 - 4. Emotional/mental; or
 - 5. Physical and/or chemical 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 decubutus;
 - 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 2024-25*

Type of Incident	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
AWOL	4	11	3	1	1	3
Abuse	9	12	5	15	5	6
Neglect	44	7	18	17	9	12
Injury	16	35	36	1	29	34
Hospitalizations - Total	28	50	36	47	35	50
Psychiatric	7	8	6	10	6	9
Medical	21	42	30	37	29	41
Death	17	11	8	9	14	21
Victim of crime	1	1	2	2	5	1
Arrest	1	3	1	2	4	1
Rights	69	13	14	49	16	9
Total	189	143	123	143	118	137

Type of Incident	Jan.	Feb.	Mar.	Apr.	May	June	Total
AWOL	10	3	4	3	3		46
Abuse	19	16	8	9	14		118
Neglect	22	12	3	20	10		174
Injury	33	27	18	33	36		298
Hospitalizations - Total	53	48	34	52	49		482
Psychiatric	10	9	4	15	7		91
Medical	43	39	30	37	42		391
Death	27	10	19	11	14		161
Victim of Crime	1	2	2	0	2		19
Arrest	0	2	1	0	1		16
Rights	28	20	13	13	22		266
Total	193	140	102	141	151	0	1,580



COMMUNITY LIFE continued

Provider Audits

Fiscal Year 2024-25

Number of Audits / Appeals / Recoveries

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

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	2

Audit Findings (Dollar Amount)

Amount of Recovery	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,265.19
Time time of Trees (c.)	Ψ0.00	φ0.00	φο.σο	φο.σο	φ0.00	φυ,=συ.1>

Type of Audit	Jan.	Feb.	Mar.	Apr.	May	June	Total
Service Billing	0	0	1	2	0		3
Staffing	0	0	0	0	0		0
Level 4I Consultant	0	0	1	0	0		1
P&I (consumer funds)	0	0	0	1	2		5
Total Number of Audits	0	0	2	3	2		9

Number of Appeals / Recoveries

State Appeal	0	0	0	0	0	0
Recovery	0	0	1	2	2	7

Audit Findings (Dollar Amount)

	Ο ,	*						
A	Amount of Recovery	\$0.00	\$0.00	\$1,200.00	\$4,012.36	\$3,960.00	\$0.00	\$14,437.55

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 2024-25

Number of Authorizations for Voucher Services

Type of Service	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Day Care - Family Member	93	81	83	71	80	79
Diapers - Family Member	3	3	3	3	3	3
Nursing Service - Family Member	55	42	47	39	45	40
Respite Service - Family Member	697	693	697	608	708	706
Transportation - Family Member	222	251	238	184	271	276
Total Number of Voucher Authorizations	1,070	1,070	1,068	905	1,107	1,104

Number of Authorizations for Voucher Services

Type of Service	Jan.	Feb.	Mar.	Apr.	May	June
Day Care - Family Member	81	88	79	80	81	
Diapers - Family Member	3	3	3	3	3	
Nursing Service - Family Member	42	48	45	40	40	
Respite Service - Family Member	710	693	722	734	728	
Transportation - Family Member	276	254	286	300	305	
Total Number of Voucher Authorizations	1,112	1,086	1,135	1,157	1,157	0

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.

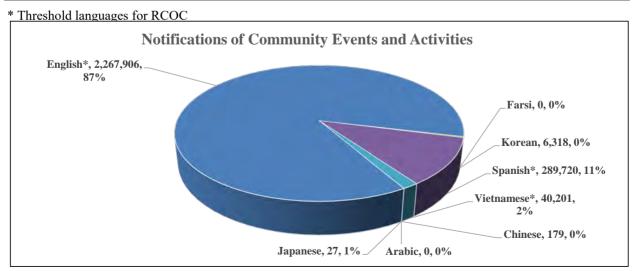
Notifications of Community Events and Activities *Fiscal Year 2024-25*

Number of Notifications

Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
English*	221,726	234,714	219,993	151,100	151,373	109,293
Farsi	0	0	0	0	0	0
Korean	165	1,027	672	861	290	0
Spanish*	39,805	38,663	26,432	18,594	23,398	6,688
Vietnamese*	4,559	3,220	3,423	1,842	1,123	2,688
Chinese	0	0	0	0	0	0
Japanese	0	0	0	0	0	0
Arabic	0	0	0	0	0	0
Total Number of Notifications	266,255	277,624	250,520	172,397	176,184	118,669

Number of Notifications

Language	Jan.	Feb.	Mar.	Apr.	May	June	Total
English*	206,217	223,597	312,823	149,643	287,427		2,267,906
Farsi	0	0	0	0	0		0
Korean	184	456	1,457	146	1,060		6,318
Spanish*	11,049	32,524	32,549	22,528	37,490		289,720
Vietnamese*	3,509	11,082	4,128	1,175	3,452		40,201
Chinese	0	0	179	0	0		179
Japanese	0	0	0	0	0		0
Arabic	0	0	0	0			0
Total Number of Notifications	220,959	267,659	351,136	173,492	329,429	0	2,604,324



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 2024-25

Number of Outreach Events

Type of Outreach / Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
In Person/Zoom						
English	9	13	7	10	6	5
Spanish			3	3	2	
Vietnamese	1		1	3	2	
Other Languages**		1				1
In Print						
English	1	1	2			
Spanish						
Vietnamese						
Other Languages						
TV / Radio						
English		1				
Spanish						
Vietnamese	4	4	5	4	4	5
Other Languages						
Total Number of Outreach Events	15	20	18	20	14	11

**

Number of Outreach Events

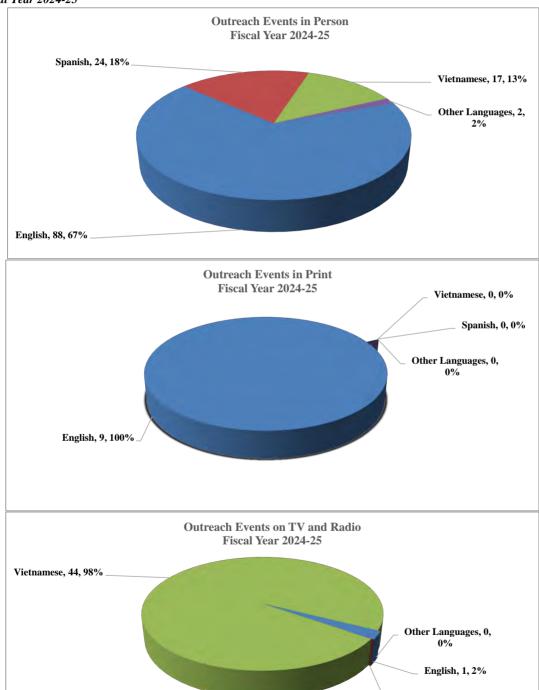
Language	Jan.	Feb.	Mar.	Apr.*	May*	June*	Total
In Person							
English	5	5	8	13	7		88
Spanish		2	2	5	7		24
Vietnamese		2	3	5			17
Other Languages							2
In Print							
English	1	1	2	1			9
Spanish							0
Vietnamese							0
Other Languages							0
TV / Radio							
English							1
Spanish							0
Vietnamese		4	5	5	4		44
Other Languages							0
Total Number of Outreach Events	6	14	20	29	18	0	185

^{*} Virtual Meetings

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 2024-25



Spanish, 0, 0%

EARLY INTERVENTION / PREVENTION

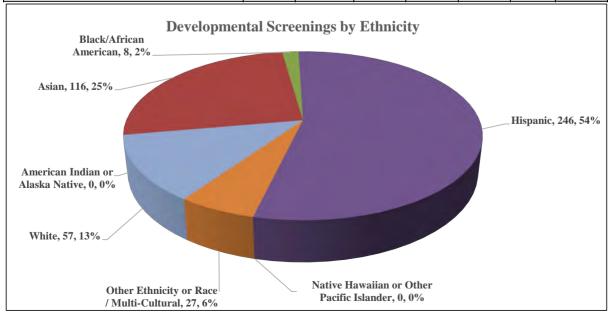
Related Guiding Principles

- 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 2024-25

Developmental Screenings by Ethnicity	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
American Indian or Alaska Native	0	0	0	0	0	
Asian	0	8	6	9	6	
Black/African American	0	1	1	0	0	ole
Hispanic	0	40	45	19	29	vailable
Native Hawaiian or Other Pacific Islander	0	0	0	0	0	⋖
Other Ethnicity or Race / Multi-Cultural	0	5	7	1	2	No Data
White	0	7	11	4	4	No I
Total Number Screened	0	61	70	33	41	
Total Number Referred to RCOC	0	31	19	8	11	

Developmental Screenings by Ethnicity	Jan.	Feb.	Mar.	Apr.	May	June	Total
American Indian or Alaska Native	0	0	0	0	0		0
Asian	35	5	30	10	7		116
Black/African American	2	1	1	0	2		8
Hispanic	21	41	32	9	10		246
Native Hawaiian or Other Pacific Islander			0	0	0		0
Other Ethnicity or Race / Multi-Cultural	2	1	1	2	6		27
White	6	2	4	13	6		57
Total Number Screened	66	50	68	34	31		454
Total Number Referred to RCOC	18	13	31	9	15		155

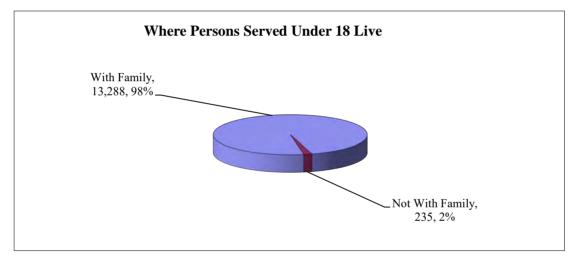


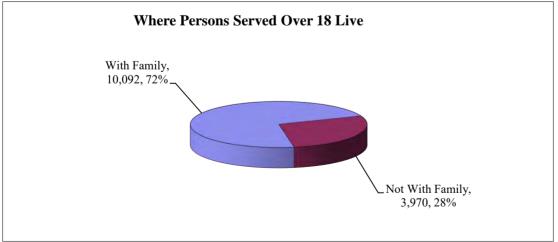
LIVING OPTIONS

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.

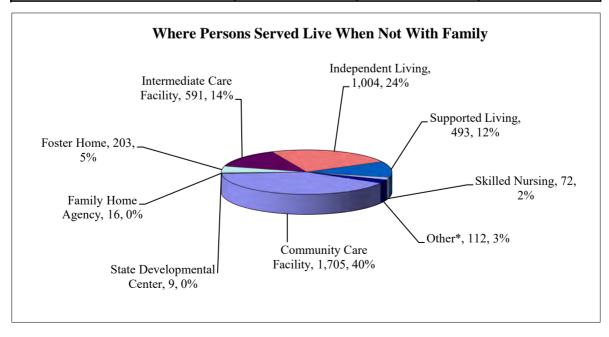
Where Persons Served Live	Persons Served	Persons Served	Persons Served
	All	Under 18	Over 18
With Family	23,380	13,288	10,092
Not With Family	4,205	235	3,970
Totals	27,585	13,523	14,062





Where Persons Served Live	All	Persons Served	Persons Served
Where Fersons Served Live	Persons Served	Under 18	Over 18
Family Home	23,380	13,288	10,092
Community Care Facility	1,705	17	1,688
State Developmental Center	9	0	9
Family Home Agency	16	1	15
Foster Home	203	196	7
Intermediate Care Facility	591	0	591
Independent Living	1,004	0	1,004
Supported Living	493	0	493
Skilled Nursing	72	0	72
Other*	112	21	91
Total	27,585	13,523	14,062

Other*			
Acute General Hospital	3	0	3
California Youth Authority	1	0	1
Community Treatment	1	1	0
Correctional Institution	1	0	1
County Jail	1	0	1
Other	0	0	0
Out of State	1	0	1
Psychiatric Treatment	26	2	24
Rehabilitation Center	5	0	5
SDC / State Hospital	5	0	5
Sub-Acute	39	11	28
Transient / Homeless	31	12	19
Total, Other*	114	26	88



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.

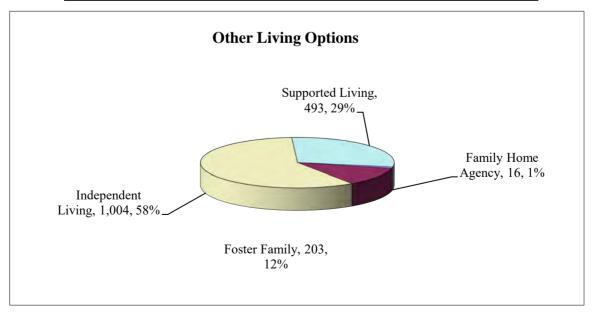
Independent Living

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	16	1	15
Foster Family	203	196	7
Independent Living	1,004	0	1,004
Supported Living	493	0	493
Total	1,716	197	1,519



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

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.

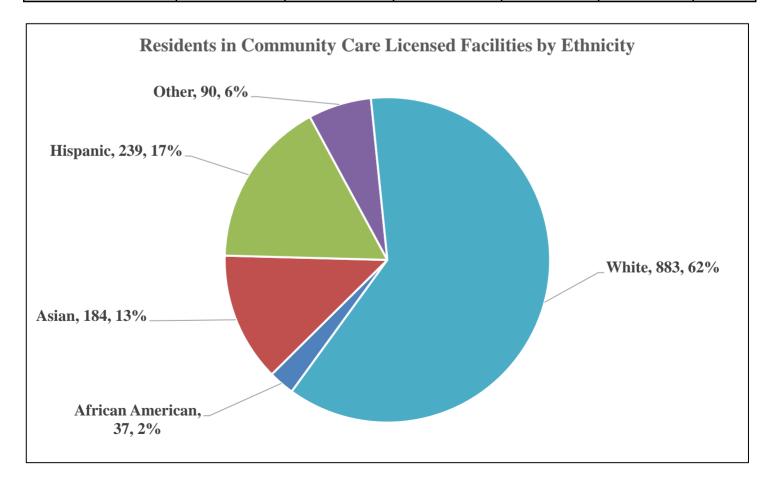
Persons Served Who Reside in Licensed Facilities Funded by RCOC *Fiscal Year 2024-25*

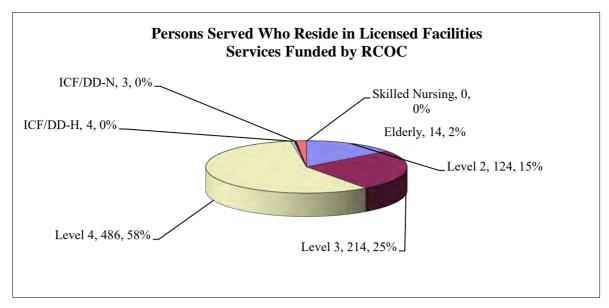
Licensed Facilities	Total	Over 18	Under 18
Level 2	124	124	0
Level 3	214	214	0
Level 4A	25	25	0
Level 4B	5	5	0
Level 4C	46	46	0
Level 4D	36	36	0
Level 4E	13	13	0
Level 4F	42	42	0
Level 4G	30	30	0
Level 4H	1	1	0
Level 4I	288	288	0
Elderly	14	14	0
ICF/DD-H	4	4	0
ICF/DD-N	3	3	0
ICF/DD	0	0	0
Skilled Nursing	0	0	0
Total	845	845	0

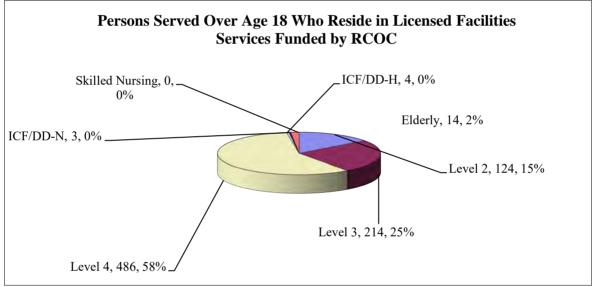
Licensed Facilities Summary	Total	Over 18	Under 18
Level 2	124	124	0
Level 3	214	214	0
Level 4	486	486	0
ICF/DD-H	4	4	0
ICF/DD-N	3	3	0
Elderly	14	14	0
Skilled Nursing	0	0	0
Total	845	845	0

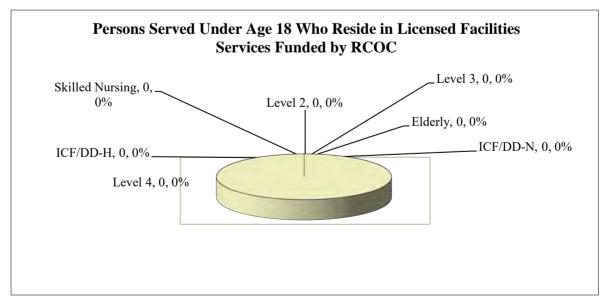
Persons Served Who Reside in Licensed Facilities Funded by RCOC by Ethnicity *Fiscal Year 2024-25*

Licensed Facilities	African American	Asian	Hispanic	Other	White	Total
Level 2	6	21	49	11	155	242
Level 3	11	34	63	21	177	306
Level 4A	0	4	6	2	16	28
Level 4B	0	1	0	0	5	6
Level 4C	5	14	12	0	65	96
Level 4D	2	9	6	2	26	45
Level 4E	0	2	6	2	16	26
Level 4F	1	10	6	4	29	50
Level 4G	0	9	2	3	44	58
Level 4H	0	0	2	0	1	3
Level 4I	12	80	87	45	349	573
Total	37	184	239	90	883	1,433







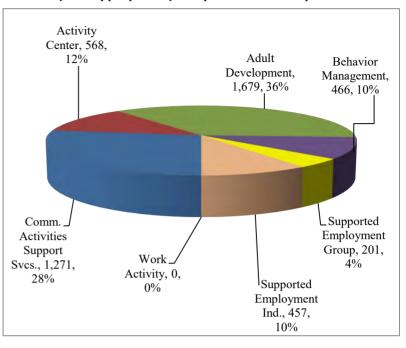


WORK

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.	1,271
Activity Center	568
Adult Development	1,679
Behavior Management	466
Supported Employment Group	201
Supported Employment Ind.	457
Work Activity	0
Total	4,642



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 2024-25*

Service Coordination:	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Number of Service Coordinators (SC)	400.3	399.3	415.3	424.4	423.4	417.6
Number of Case-Carrying SCs	367.1	366.2	382.2	390.9	387.9	380.5
Number of Intake SCs	33.3	33.3	33.3	33.7	35.7	34.3
Number of Active Persons Served	26,489	26,579	26,604	26,788	26,945	27,070
Caseload Ratio, # of Active Persons Served/SCs	72.1	72.6	69.6	68.5	69.5	71.0

Service Coordination:	Jan.	Feb.	Mar.	Apr.	May	June
Number of Service Coordinators (SC)	415.0	445.6	424.2	464.2	473.2	
Number of Case-Carrying SCs	378.9	408.2	401.2	413.2	421.5	
Number of Intake SCs	34.3	37.7	35.7	41.0	42.0	
Number of Active Persons Served	27,135	27,233	27,255	27,497	27,619	
Caseload Ratio, # of Active Persons Served/SCs	72.0	71.0	71.0	66.5	65.5	

SERVICE PLANNING AND COORDINATION continued

Fair Hearings
Fiscal Year 2024-25

	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June
Number of Unsettled Hearing Requests*	23	20	21	14	11	17	11	12	16	22	27	
Eligibility - Lanterman	9	7	6	5	3	3	1	1	2	5	6	
Behavioral services	2		1	2	2	3	1	1	1	1	1	
Respite	1			1		2		2	2		1	
Day Care												
Self Determination Budget			1	2	2	4	4	2	1	4	5	
Personal Assistance	2	2	2	1		1		1	2	2	2	
Other**	15	18	18	6	6	6	8	6	8	9	14	

^{*} 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.

umber of New Hearing Requests Filed*	30	9	6	17	5	11	7	4	6	19	10	
Eligibility - Lanterman	6	3	3	3	1	2	1		2	4	3	
Eligibility - Early Start												
Behavioral services	1		1	1	1							
Respite				1		2		2			1	
Day Care												
Social/Recreational	2						2	1		2	2	
Social Skills Training												
SDP			1	2		4	1		1	2	2	
Personal Assistance	1	1	1					1	1	1		
Other**	10	4		4	2	1	1		1	9	2	

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

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

Number of All Meetings Held	9	12	7	9	3	8	5	5	9	6	15	
Number of Informal Meetings Held	9	5	5	9	3	7	4	3	4	6	7	
Number of Mediations Held		6	1			1	1	1	3		7	
Number of SLFHs Held		1	1					1	2		1	
		-								-	-	
Number of Requests in Scheduling*	5	3	1	0	5	0	4	7	7	13	2	

^{*} Meetings in process of being scheduled; meetings on schedule but not yet held; meetings scheduled but not held due to continuances.

Number of Requests Pending*	0	0	0	0	0	0	0	0	0	0	0	
* State I and Egip Heaving (SLEH) held but quaiting	daninian											

^{*} State Level Fair Hearing (SLFH) held but awaiting decision.

Νι	imber of Requests Settled	9	5	13	8	3	11	2	1	6	3	10	
	Withdrawn by Person Served/Family	1					5	1		2		1	
	Settled in Informal	8	5	4	8	3	6	1	1	3	3	7	
	Settled after further follow-up by RCOC												
	Settled in Mediation			7						1		1	
	SLFH Decision			2								1	

State Level Fair Hearing Decisions

Pr	evailing Party							
	Person Served/Family							
	RCOC		2				1	
	Split							

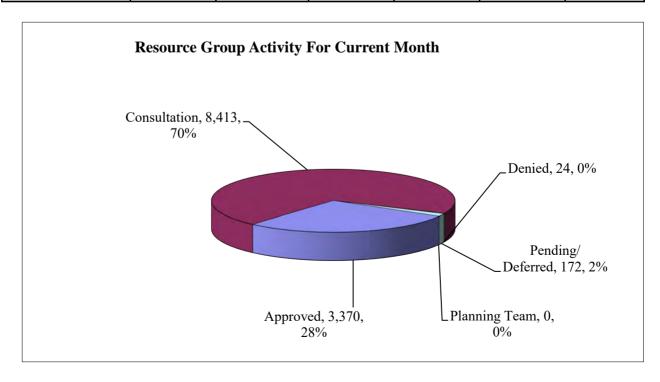
ADMINISTRATION AND GOVERNANCE

Guiding Principle

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

Resource Group Activity for May 2025 and Fiscal Year to Date

Disposition	Approved	Consultation			Planning Team	Total
Adult Day	753	273	0	71	0	1,097
Behavioral	111	62	0	13	0	186
Education	0	0	0	0	0	0
Eligibility/Health	102	1	15	0	0	118
Early Start	441	89	9	15	0	554
Living Options	283	133	0	15	0	431
Supported/Ind.	269	129	0	15	0	413
All Others	1411	312	0	43	0	1,766
Monthly Total	3,370	8,413	24	172	0	4,565
FY 2024-25 Total to Date	35,899	17,157	203	2,523	0	55,782



Operations Report Summary - May 2025

About Persons Served	Early Start	Medicaid Waiver	All Other	SDC	Total	Under 18	Over 18
Number of Persons Served	3,430	8,613	11,936	9	23,988	13,523	14,062
Percentage of Total	14%	36%	50%	0%	100%	56%	59%

Children served in Prevention Resource and Referral Services 458

Persons Served by Residence Status	All	Under 18	Over 18
Family Home	23,380	13,288	10,092
Community Care Facility	1,705	17	1,688
State Developmental Center	9	0	9
Family Home Agency	16	1	15
Foster Home	203	196	7
Intermediate Care Facility	591	0	591
Independent Living	1,004	0	1,004
Supported Living	493	0	493
Skilled Nursing	72	0	72
Other	112	21	91
Total	27,585	13,523	14,062

Special Incident Investigations	Year to Date
AWOL	46
Abuse	118
Neglect	174
Injury	298
Hospitalizations - Total	482
Death	161
Victim of crime	19
Arrest	16
Rights	266
Total	1,580

Number of Licensed Facilities

Community Care Facilities	Total	Under 18	Over 18
Level 2	70	0	70
Level 3	87	0	88
Level 4	211	8	211
Total Community Care Facilities	368	8	369

Intermediate Care Facilities (ICF)		
ICF-DD	0	
ICF-DD/Habilitation	68	
ICF-DD/Nursing	40	
Total ICF Facilities	108	

Total Licensed Facilities	476
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Licensed Facility Monitoring	Year to Date
Annual Review	426
Unannounced	928
Total Number of Reviews	1,011
Provider Trainings	0
Technical Support	3,119
Corrective Action Plans	45

Number of Audits	9
Amount of Recovery from Audits	\$14,438



Summary of Information About Persons Served - June 2025

NUMBER OF PERSONS SERVED	27,660	100%
Children - Birth to Age Three Receiving Early Start Services	3,427	12%
Children - Ages Three to Five Receiving Provisional Services	460	2%
Children - Ages Three to 17 Receiving Lanterman Services	9,711	35%
Adults - Ages 18 and Older Receiving Lanterman Services	14,062	51%

Children - Birth to Age Three Receiving Prevention Resource and Referral Services	405
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Children and Adults - Ages Three and Older Receiving Lanterman Services with the Following Diagnoses:

Intellectual Disability	11,490	51%
Epilepsy	2,875	13%
Cerebral Palsy	2,522	11%
Autism	12,105	50%
Fifth Category*	2,130	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		399
Early Start / Under Age Three / 45 days to complete determination	254	64%
Lanterman / Over Age Three / 120 days to complete determination	139	35%
Provisional / Up to Age Five / 90 days to complete determination	6	2%

NUMBER OF PERSONS DETERMINED ELIGIBLE		206
Children - Birth to Age Three Eligible for Early Start Services		5
Children and Adults - Ages Three and Older Eligible for Lanterman Services		123
Number of children who received Early Start services	38	
Number of children who received Early Start services and had a diagnosis of autism	32	
Children - Birth to Age Three Eligible for Prevention Resource and Referral Services		8

NUMBER OF CHILDREN NO LONGER ELIGIBLE FOR EARLY START OR PREVENTION RESOURCE AND REFERRAL SERVICES	140
Children - Age Three No Longer Eligible for Early Start Services	139
Children - Age Three No Longer Eligible for Prevention Resource and Referral Services	1

REGIONAL CENTER OF ORANGE COUNTY



OPERATIONS REPORT

JUNE 2025 ACTIVITY

Mission Statement

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

COMMUNITY LIFE

Related Guiding Principles

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

Provider Monitoring, Technical Support and Special Incident Investigation Activities *Fiscal Year 2024-25*

Type and Number of Reviews	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Annual Review	46	48	33	40	45	40
Unannounced	74	86	55	63	55	51
Total Number of Reviews	120	134	88	103	100	91
Provider Trainings	0	0	0	0	0	0
Technical Support	303	251	298	319	348	308
Corrective Action Plans	0	12	2	3	5	2
Special Incident Investigations*	88	51	47	57	45	31
COVID-19 Checklist	0	0	0	0	0	0

Type and Number of Reviews	Jan.	Feb.	Mar.	Apr.	May	June	Total
Annual Review	42	40	30	35	27	22	448
Unannounced	189	104	76	93	82	52	980
Total Number of Reviews	231	144	106	128	109	74	1,011
Provider Trainings	0	0	0	0	0	0	0
Technical Support	319	295	243	258	177	200	3,319
Corrective Action Plans	3	2	2	9	5	4	49
Special Incident Investigations*	46	35	108	35	41	16	600

* 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)

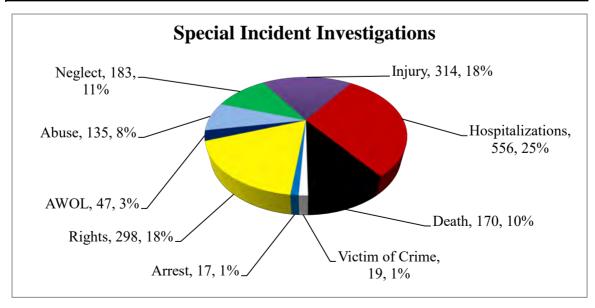
- (A) The consumer is missing and the vendor or long-term health care facility has filed a missing persons report with a law enforcement agency;
- (B) Reasonably suspected abuse/exploitation including:
 - 1. Physical;
 - 2. Sexual;
 - 3. Fiduciary;
 - 4. Emotional/mental; or
 - 5. Physical and/or chemical 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 decubutus;
 - 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 2024-25*

Type of Incident	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
AWOL	4	11	3	1	1	3
Abuse	9	12	5	15	5	6
Neglect	44	7	18	17	9	12
Injury	16	35	36	1	29	34
Hospitalizations - Total	28	50	36	47	35	50
Psychiatric	7	8	6	10	6	9
Medical	21	42	30	37	29	41
Death	17	11	8	9	14	21
Victim of crime	1	1	2	2	5	1
Arrest	1	3	1	2	4	1
Rights	69	13	14	49	16	9
Total	189	143	123	143	118	137

Type of Incident	Jan.	Feb.	Mar.	Apr.	May	June	Total
AWOL	10	3	4	3	3	1	47
Abuse	19	16	8	9	14	17	135
Neglect	22	12	3	20	10	9	183
Injury	33	27	18	33	36	16	314
Hospitalizations - Total	53	48	34	52	49	30	512
Psychiatric	10	9	4	15	7	2	93
Medical	43	39	30	37	42	28	419
Death	27	10	19	11	14	9	170
Victim of Crime	1	2	2	0	2	0	19
Arrest	0	2	1	0	1	1	17
Rights	28	20	13	13	22	32	298
Total	193	140	102	141	151	115	1,695



COMMUNITY LIFE continued

Provider Audits

Fiscal Year 2024-25

Number of Audits / Appeals / Recoveries

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

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	2

Audit Findings (Dollar Amount)

Amount of Recovery	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,265.19
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Type of Audit	Jan.	Feb.	Mar.	Apr.	May	June	Total
Service Billing	0	0	1	2	0	6	9
Staffing	0	0	0	0	0	8	8
Level 4I Consultant	0	0	1	0	0	2	3
P&I (consumer funds)	0	0	0	1	2	6	11
Total Number of Audits	0	0	2	3	2	22	31

Number of Appeals / Recoveries

State Appeal	0	0	0	0	0	2	2
Recovery	0	0	1	2	2	17	24

Audit Findings (Dollar Amount)

9 ,	,						
Amount of Recovery	\$0.00	\$0.00	\$1,200.00	\$4,012.36	\$3,960.00	\$426,765.29	\$441,202.84

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 2024-25

Number of Authorizations for Voucher Services

Type of Service	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Day Care - Family Member	93	81	83	71	80	79
Diapers - Family Member	3	3	3	3	3	3
Nursing Service - Family Member	55	42	47	39	45	40
Respite Service - Family Member	697	693	697	608	708	706
Transportation - Family Member	222	251	238	184	271	276
Total Number of Voucher Authorizations	1,070	1,070	1,068	905	1,107	1,104

Number of Authorizations for Voucher Services

Type of Service	Jan.	Feb.	Mar.	Apr.	May	June
Day Care - Family Member	81	88	79	80	81	82
Diapers - Family Member	3	3	3	3	3	3
Nursing Service - Family Member	42	48	45	40	40	48
Respite Service - Family Member	710	693	722	734	728	698
Transportation - Family Member	276	254	286	300	305	334
Total Number of Voucher Authorizations	1,112	1,086	1,135	1,157	1,157	1,165

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.

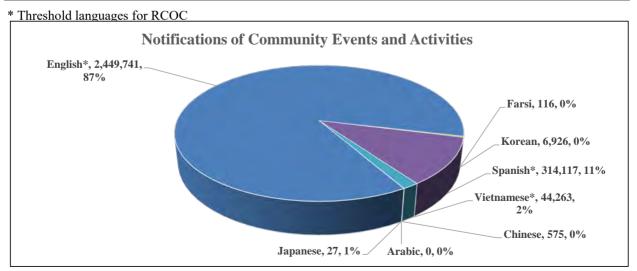
Notifications of Community Events and Activities *Fiscal Year 2024-25*

Number of Notifications

Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
English*	221,726	234,714	219,993	151,100	151,373	109,293
Farsi	0	0	0	0	0	0
Korean	165	1,027	672	861	290	0
Spanish*	39,805	38,663	26,432	18,594	23,398	6,688
Vietnamese*	4,559	3,220	3,423	1,842	1,123	2,688
Chinese	0	0	0	0	0	0
Japanese	0	0	0	0	0	0
Arabic	0	0	0	0	0	0
Total Number of Notifications	266,255	277,624	250,520	172,397	176,184	118,669

Number of Notifications

Language	Jan.	Feb.	Mar.	Apr.	May	June	Total
English*	206,217	223,597	312,823	149,643	287,427	181,835	2,449,741
Farsi	0	0	0	0	0	116	116
Korean	184	456	1,457	146	1,060	608	6,926
Spanish*	11,049	32,524	32,549	22,528	37,490	24,397	314,117
Vietnamese*	3,509	11,082	4,128	1,175	3,452	4,062	44,263
Chinese	0	0	179	0	0	396	575
Japanese	0	0	0	0	0	125	125
Arabic	0	0	0	0			0
Total Number of Notifications	220,959	267,659	351,136	173,492	329,429	211,539	2,815,863



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 2024-25

Number of Outreach Events

Type of Outreach / Language	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
In Person/Zoom						
English	9	13	7	10	6	5
Spanish			3	3	2	
Vietnamese	1		1	3	2	
Other Languages**		1				1
In Print						
English	1	1	2			
Spanish						
Vietnamese						
Other Languages						
TV / Radio						
English		1				
Spanish						
Vietnamese	4	4	5	4	4	5
Other Languages						
Total Number of Outreach Events	15	20	18	20	14	11

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Number of Outreach Events

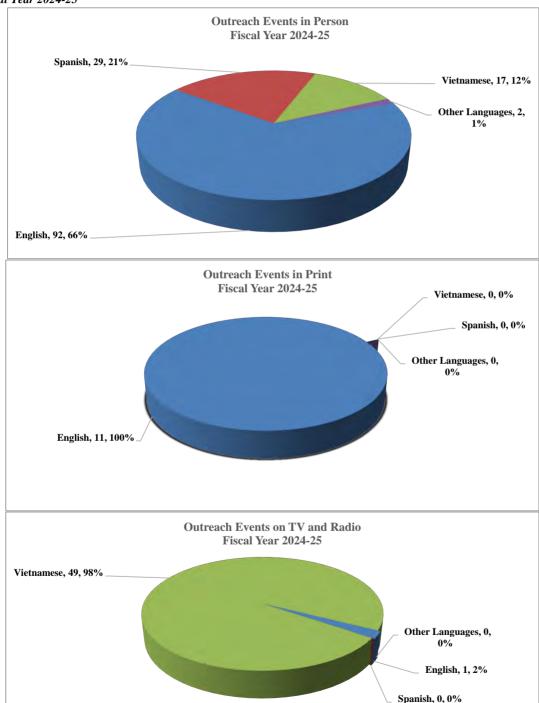
Language	Jan.	Feb.	Mar.	Apr.*	May*	June*	Total
In Person							
English	5	5	8	13	7	4	92
Spanish		2	2	5	7	5	29
Vietnamese		2	3	5			17
Other Languages						2	2
In Print							
English	1	1	2	1		2	11
Spanish							0
Vietnamese							0
Other Languages							0
TV / Radio							
English							1
Spanish							0
Vietnamese		4	5	5	4	5	49
Other Languages							0
Total Number of Outreach Events	6	14	20	29	18	18	203

^{*} Virtual Meetings

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 2024-25



EARLY INTERVENTION / PREVENTION

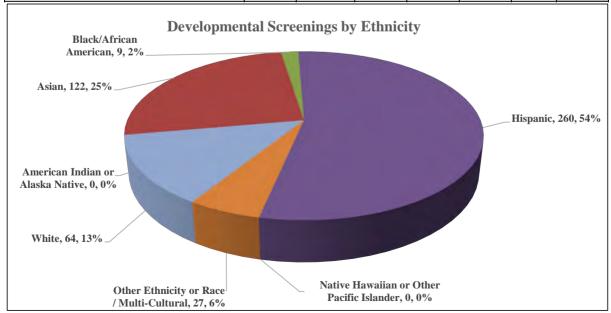
Related Guiding Principles

- 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 2024-25

Developmental Screenings by Ethnicity	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
American Indian or Alaska Native	0	0	0	0	0	
Asian	0	8	6	9	6	
Black/African American	0	1	1	0	0	ole
Hispanic	0	40	45	19	29	vailable
Native Hawaiian or Other Pacific Islander	0	0	0	0	0	⋖
Other Ethnicity or Race / Multi-Cultural	0	5	7	1	2	No Data
White	0	7	11	4	4	No I
Total Number Screened	0	61	70	33	41	
Total Number Referred to RCOC	0	31	19	8	11	

Developmental Screenings by Ethnicity	Jan.	Feb.	Mar.	Apr.	May	June	Total
American Indian or Alaska Native	0	0	0	0	0	0	0
Asian	35	5	30	10	7	6	122
Black/African American	2	1	1	0	2	1	9
Hispanic	21	41	32	9	10	14	260
Native Hawaiian or Other Pacific Islander			0	0	0	0	0
Other Ethnicity or Race / Multi-Cultural	2	1	1	2	6	0	27
White	6	2	4	13	6	7	64
Total Number Screened	66	50	68	34	31	28	482
Total Number Referred to RCOC	18	13	31	9	15	8	163

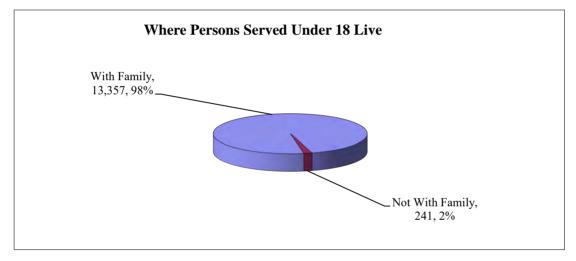


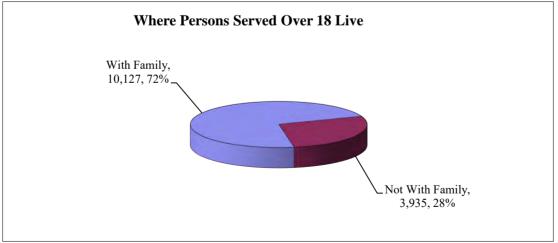
LIVING OPTIONS

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.*

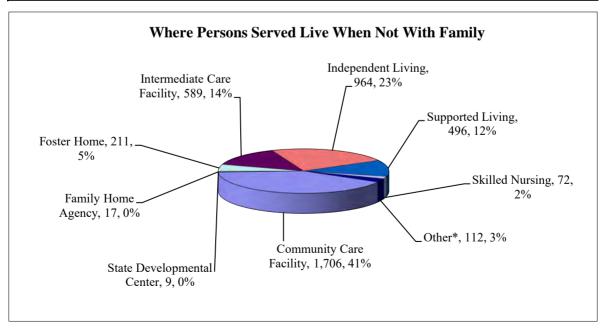
Where Persons Served Live	Persons Served	Persons Served	Persons Served
	All	Under 18	Over 18
With Family	23,484	13,357	10,127
Not With Family	4,176	241	3,935
Totals	27,660	13,598	14,062





Where Persons Served Live	All	Persons Served	Persons Served
where rersons served Live	Persons Served	Under 18	Over 18
Family Home	23,484	13,357	10,127
Community Care Facility	1,706	17	1,689
State Developmental Center	9	0	9
Family Home Agency	17	0	17
Foster Home	211	203	8
Intermediate Care Facility	589	0	589
Independent Living	964	0	964
Supported Living	496	0	496
Skilled Nursing	72	0	72
Other*	112	21	91
Total	27,660	13,598	14,062

Other*			
Acute General Hospital	3	0	3
California Youth Authority	1	0	1
Community Treatment	1	1	0
Correctional Institution	1	0	1
County Jail	1	0	1
Other	0	0	0
Out of State	1	0	1
Psychiatric Treatment	26	2	24
Rehabilitation Center	3	0	3
SDC / State Hospital	5	0	5
Sub-Acute	41	11	30
Transient / Homeless	31	12	19
Total, Other*	114	26	88



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.

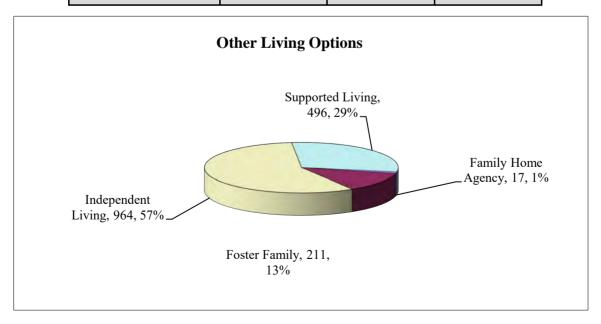
Independent Living

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	17	0	17
Foster Family	211	203	8
Independent Living	964	0	964
Supported Living	496	0	496
Total	1,688	203	1,485



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

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.

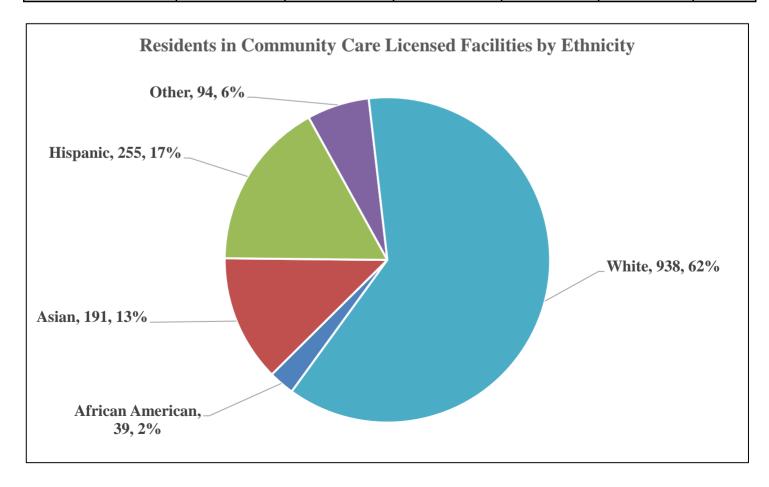
Persons Served Who Reside in Licensed Facilities Funded by RCOC *Fiscal Year 2024-25*

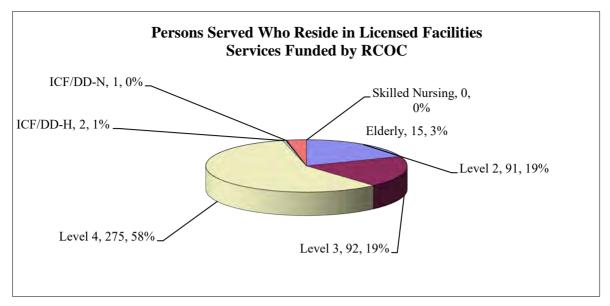
Licensed Facilities	Total	Over 18	Under 18
Level 2	91	91	0
Level 3	92	92	0
Level 4A	24	24	0
Level 4B	5	5	0
Level 4C	43	43	0
Level 4D	18	18	0
Level 4E	4	4	0
Level 4F	28	28	0
Level 4G	25	25	0
Level 4H	1	1	0
Level 4I	127	127	0
Elderly	15	15	0
ICF/DD-H	2	2	0
ICF/DD-N	1	1	0
ICF/DD	0	0	0
Skilled Nursing	0	0	0
Total	476	476	0

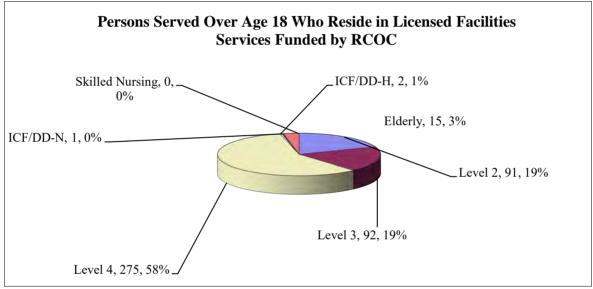
Licensed Facilities Summary	Total	Over 18	Under 18
Level 2	91	91	0
Level 3	92	92	0
Level 4	275	275	0
ICF/DD-H	2	2	0
ICF/DD-N	1	1	0
Elderly	15	15	0
Skilled Nursing	0	0	0
Total	476	476	0

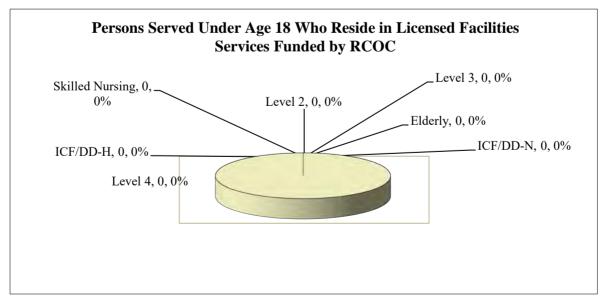
Persons Served Who Reside in Licensed Facilities Funded by RCOC by Ethnicity *Fiscal Year 2024-25*

Licensed Facilities	African American	Asian	Hispanic	Other	White	Total
Level 2	6	21	57	11	183	278
Level 3	13	36	65	24	197	335
Level 4A	0	5	5	2	17	29
Level 4B	0	1	0	0	5	6
Level 4C	5	14	11	0	66	96
Level 4D	2	9	6	2	25	44
Level 4E	0	3	6	2	18	29
Level 4F	1	10	9	4	30	54
Level 4G	0	9	2	3	45	59
Level 4H	0	0	2	0	1	3
Level 4I	12	83	92	45	351	583
Total	39	191	255	94	938	1,516







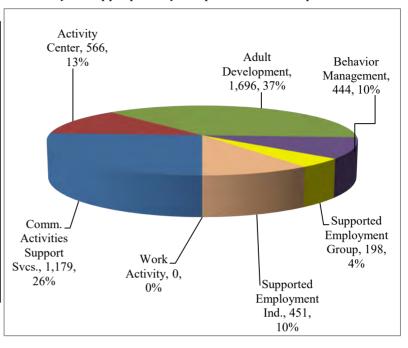


WORK

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.	1,179
Activity Center	566
Adult Development	1,696
Behavior Management	444
Supported Employment Group	198
Supported Employment Ind.	451
Work Activity	0
Total	4,534



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 2024-25*

Service Coordination:	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Number of Service Coordinators (SC)	400.3	399.3	415.3	424.4	423.4	417.6
Number of Case-Carrying SCs	367.1	366.2	382.2	390.9	387.9	380.5
Number of Intake SCs	33.3	33.3	33.3	33.7	35.7	34.3
Number of Active Persons Served	26,489	26,579	26,604	26,788	26,945	27,070
Caseload Ratio, # of Active Persons Served/SCs	72.1	72.6	69.6	68.5	69.5	71.0

Service Coordination:	Jan.	Feb.	Mar.	Apr.	May	June
Number of Service Coordinators (SC)	415.0	445.6	424.2	464.2	473.2	471.2
Number of Case-Carrying SCs	378.9	408.2	401.2	413.2	421.5	417.9
Number of Intake SCs	34.3	37.7	35.7	41.0	42.0	44.0
Number of Active Persons Served	27,135	27,233	27,255	27,497	27,619	27,725
Caseload Ratio, # of Active Persons Served/SCs	72.0	71.0	71.0	66.5	65.5	66.3

SERVICE PLANNING AND COORDINATION continued

Fair Hearings
Fiscal Year 2024-25

	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June
Number of Unsettled Hearing Requests*	23	20	21	14	11	17	11	12	16	22	27	27
Eligibility - Lanterman	9	7	6	5	3	3	1	1	2	5	6	9
Behavioral services	2		1	2	2	3	1	1	1	1	1	
Respite	1			1		2		2	2		1	1
Day Care												
Self Determination Budget			1	2	2	4	4	2	1	4	5	9
Personal Assistance	2	2	2	1		1		1	2	2	2	2
Other**	15	18	18	6	6	6	8	6	8	9	14	7

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

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

umber of New Hearing Requests Filed*	30	9	6	17	5	11	7	4	6	19	10	13
Eligibility - Lanterman	6	3	3	3	1	2	1		2	4	3	6
Eligibility - Early Start												
Behavioral services	1		1	1	1							
Respite				1		2		2			1	1
Day Care												
Social/Recreational	2						2	1		2	2	1
Social Skills Training												
SDP			1	2		4	1		1	2	2	4
Personal Assistance	1	1	1					1	1	1		
Other**	10	4		4	2	1	1		1	9	2	1

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

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

Number of All Meetings Held	9	12	7	9	3	8	5	5	9	6	15	10
Number of Informal Meetings Held	9	5	5	9	3	7	4	3	4	6	7	5
Number of Mediations Held		6	1			1	1	1	3		7	3
Number of SLFHs Held		1	1					1	2		1	2
		•			•	•						
Number of Requests in Scheduling*	5	3	1	0	5	0	4	7	7	13	2	12

^{*} Meetings in process of being scheduled; meetings on schedule but not yet held; meetings scheduled but not held due to continuances.

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

Number of Requests Settled	9	5	13	8	3	11	2	1	6	3	10	5
Withdrawn by Person Served/Family	1					5	1		2		1	1
Settled in Informal	8	5	4	8	3	6	1	1	3	3	7	4
Settled after further follow-up by RCOC												
Settled in Mediation			7						1		1	
SLFH Decision			2								1	

State Level Fair Hearing Decisions

Pr	evailing Party							
	Person Served/Family							
	RCOC		2				1	
	Split							

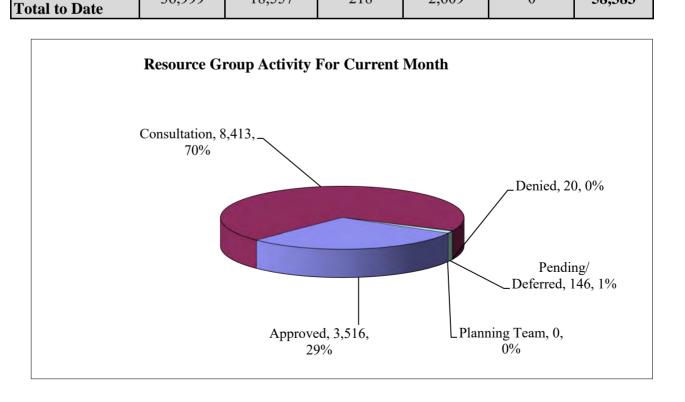
ADMINISTRATION AND GOVERNANCE

Guiding Principle

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

Resource Group Activity for June 2025 and Fiscal Year to Date

Disposition	Approved	Consultation	Denied	Pending/ Deferred	Planning Team	Total
Adult Day	842	304	0	70	0	1,216
Behavioral	113	65	0	8	0	186
Education	0	0	0	0	0	0
Eligibility/Health	110	0	9	5	0	124
Early Start	469	117	11	9	0	606
Living Options	254	181	0	13	0	448
Supported/Ind.	384	127	0	13	0	524
All Others	1344	314	0	28	0	1,686
Monthly Total	3,516	8,413	20	146	0	4,790
FY 2024-25	36,999	18,557	218	2,609	0	58,383



Operations Report Summary - June 2025

About Persons Served	Early Start	Medicaid Waiver	All Other	SDC	Total	Under 18	Over 18
Number of Persons Served	3,427	8,603	11,949	9	23,988	13,598	14,062
Percentage of Total	14%	36%	50%	0%	100%	57%	59%

Children served in Prevention Resource and Referral Services 458

Persons Served by Residence Status	All	Under 18	Over 18
Family Home	23,484	13,357	10,127
Community Care Facility	1,706	17	1,689
State Developmental Center	9	0	9
Family Home Agency	17	0	17
Foster Home	211	203	8
Intermediate Care Facility	589	0	589
Independent Living	964	0	964
Supported Living	496	0	496
Skilled Nursing	72	0	72
Other	112	21	91
Total	27,660	13,598	14,062

Special Incident Investigations	Year to Date
AWOL	47
Abuse	135
Neglect	183
Injury	314
Hospitalizations - Total	512
Death	170
Victim of crime	19
Arrest	17
Rights	298
Total	1,695

Number of Licensed Facilities

Community Care Facilities	Total	Under 18	Over 18
Level 2	71	0	71
Level 3	87	0	91
Level 4	211	8	209
Total Community Care Facilities	369	8	371

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

Licensed Facility Monitoring	Year to Date
Annual Review	448
Unannounced	980
Total Number of Reviews	1,011
Provider Trainings	0
Technical Support	3,319
Corrective Action Plans	49

Number of Audits	31	
Amount of Recovery from Audits	\$441,203	



Summary of Information About Persons Served - July 2025

NUMBER OF PERSONS SERVED		100%
Children - Birth to Age Three Receiving Early Start Services	3,404	12%
Children - Ages Three to Five Receiving Provisional Services	460	2%
Children - Ages Three to 17 Receiving Lanterman Services	9,873	35%
Adults - Ages 18 and Older Receiving Lanterman Services	14,116	51%

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

2 tagnoses.		
Intellectual Disability	11,488	51%
Epilepsy	2,873	13%
Cerebral Palsy	2,526	11%
Autism	12,292	50%
Fifth Category*	2,141	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					
Early Start / Under Age Three / 45 days to complete determination	308	68%			
Lanterman / Over Age Three / 120 days to complete determination	136	30%			
Provisional / Up to Age Five / 90 days to complete determination	9	2%			

NUMBER OF PERSONS DETERMINED ELIGIBLE				
Children - Birth to Age Three Eligible for Early Start Services				
Children and Adults - Ages Three and Older Eligible for Lanterman Services				
Number of children who received Early Start services	40			
Number of children who received Early Start services and had a diagnosis of autism 30				
Children - Birth to Age Three Eligible for Prevention Resource and Referral	Services	4		

NUMBER OF CHILDREN NO LONGER ELIGIBLE FOR EARLY START OR PREVENTION RESOURCE AND REFERRAL SERVICES	134
Children - Age Three No Longer Eligible for Early Start Services	131
Children - Age Three No Longer Eligible for Prevention Resource and Referral Services	3

REGIONAL CENTER OF ORANGE COUNTY



OPERATIONS REPORT

JULY 2025 ACTIVITY

Mission Statement

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

COMMUNITY LIFE

Related Guiding Principles

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

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

Type and Number of Reviews	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Annual Review	42					
Unannounced	86					
Total Number of Reviews	128	0	0	0	0	0
Provider Trainings	0					
Technical Support	304					
Corrective Action Plans	3					
Special Incident Investigations*	33					

Type and Number of Reviews	Jan.	Feb.	Mar.	Apr.	May	June	Total
Annual Review							42
Unannounced							86
Total Number of Reviews	0	0	0	0	0	0	128
Provider Trainings							0
Technical Support							304
Corrective Action Plans							3
Special Incident Investigations*							33

* 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)

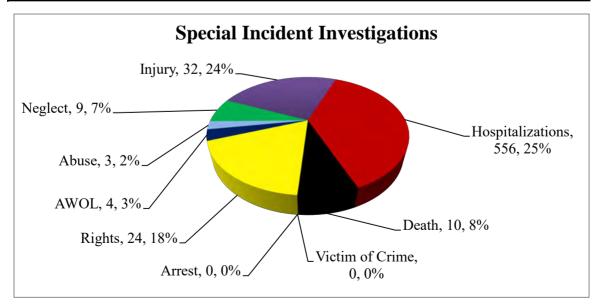
- (A) The consumer is missing and the vendor or long-term health care facility has filed a missing persons report with a law enforcement agency;
- (B) Reasonably suspected abuse/exploitation including:
 - 1. Physical;
 - 2. Sexual;
 - 3. Fiduciary;
 - 4. Emotional/mental; or
 - 5. Physical and/or chemical 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 decubutus;
 - 7. Nutritional deficiencies, including but not limited to, anemia and dehydration; or
 - 8. Involuntary psychiatric admission;
- (2) The following special incidents regardless of when or where they occurred:
- (A) The death of any consumer, regardless of cause;
- (B) The consumer is the victim of a crime including the following:
 - 1. Robbery, including theft using a firearm, knife, or cutting instrument or other dangerous weapons or methods which force or threaten a victim;
 - 2. Aggravated assault, including a physical attack on a victim using hands, fist, feet or a firearm, knife or cutting instrument or other dangerous weapon;
 - 3. Larceny, including the unlawful taking, carrying, leading, or riding away of property, except for motor vehicles, from the possession or constructive possession of another person;
 - 4. Burglary, including forcible entry; unlawful non-forcible entry; and, attempted forcible entry of a structure to commit a felony or theft therein;
 - 5. Rape, including rape and attempts to commit rape.

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

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

Type of Incident	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
AWOL	4					
Abuse	3					
Neglect	9					
Injury	32					
Hospitalizations - Total	50					
Psychiatric	8					
Medical	42					
Death	10					
Victim of crime	0					
Arrest	0					
Rights	24					
Total	132	0	0	0	0	0

Type of Incident	Jan.	Feb.	Mar.	Apr.	May	June	Total
AWOL							4
Abuse							3
Neglect							9
Injury							32
Hospitalizations - Total							50
Psychiatric							8
Medical							42
Death							10
Victim of Crime							0
Arrest							0
Rights							24
Total	0	0	0	0	0	0	132



COMMUNITY LIFE continued

Provider Audits

Fiscal Year 2025-26

Number of Audits / Appeals / Recoveries

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

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
Timount of Itecovery	φο.σο	φο.σο	φο.σο	φοίου	φοιοο	φο.σο

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

Number of Appeals / Recoveries

State Appeal				0
Recovery				0

Audit Findings (Dollar Amount)

O ,	*						
Amount of Recovery	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Related Guiding Principles

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

Fiscal Year 2025-26

Number of Authorizations for Voucher Services

Type of Service	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Day Care - Family Member	93					
Diapers - Family Member	3					
Nursing Service - Family Member	55					
Respite Service - Family Member	697					
Transportation - Family Member	222					
Total Number of Voucher Authorizations	1,070	0	0	0	0	0

Number of Authorizations for Voucher Services

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

Related Guiding Principles

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

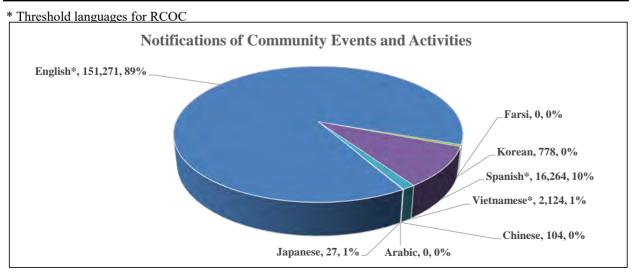
Notifications of Community Events and Activities *Fiscal Year 2025-26*

Number of Notifications

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

Number of Notifications

Language	Jan.	Feb.	Mar.	Apr.	May	June	Total
English*							151,271
Farsi							0
Korean							778
Spanish*							16,264
Vietnamese*							2,124
Chinese							104
Japanese							0
Arabic				·			0
Total Number of Notifications	0	0	0	0	0	0	170,541



Related Guiding Principles

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

Community Outreach

Fiscal Year 2025-26

Number of Outreach Events

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

^{**} Korean

Number of Outreach Events

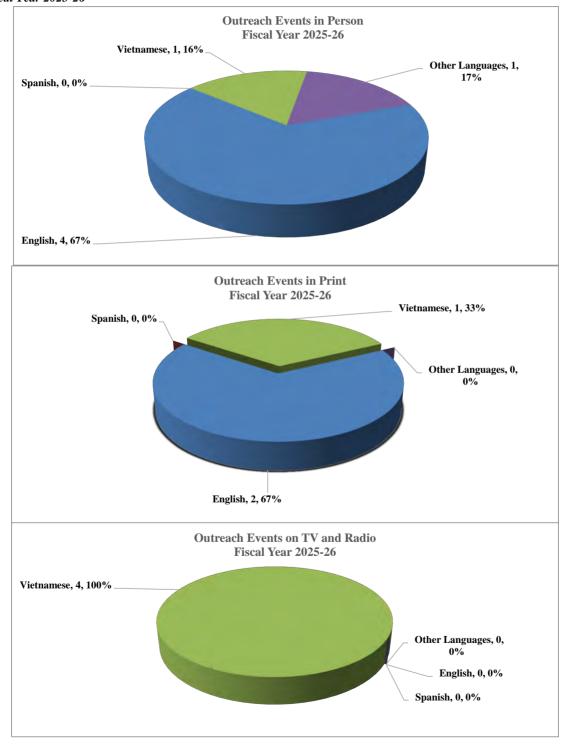
Language	Jan.	Feb.	Mar.	Apr.*	May*	June*	Total
In Person							
English							4
Spanish							0
Vietnamese							1
Other Languages							1
In Print							
English							2
Spanish							0
Vietnamese							1
Other Languages							0
TV / Radio							
English							0
Spanish							0
Vietnamese							4
Other Languages							0
Total Number of Outreach Events	0	0	0	0	0	0	13

^{*} Virtual Meetings

Related Guiding Principles

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

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



EARLY INTERVENTION / PREVENTION

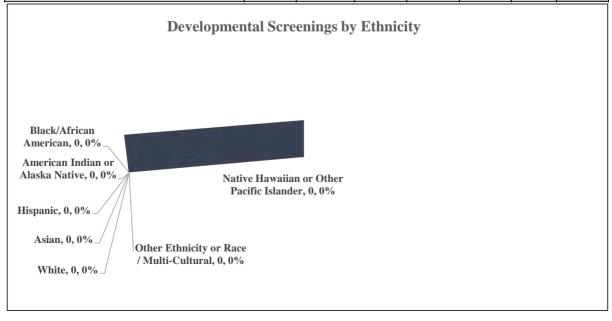
Related Guiding Principles

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

Fiscal Year 2025-26

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

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

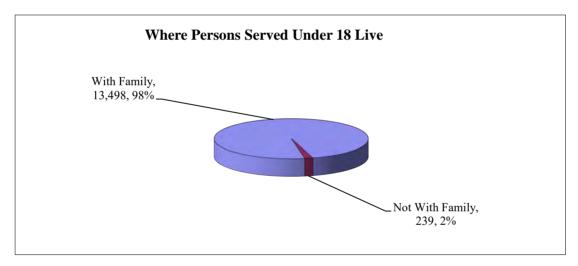


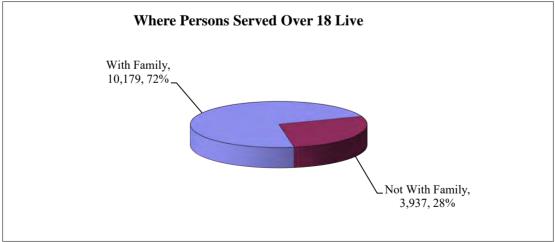
LIVING OPTIONS

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.

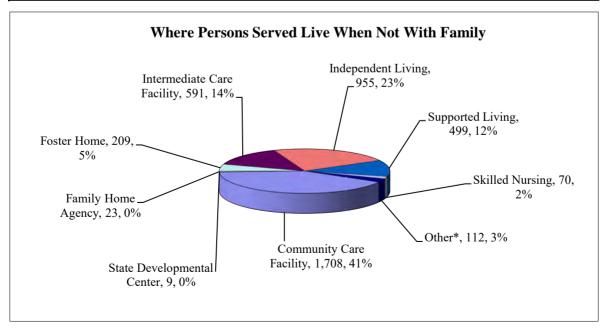
Where Persons Served Live	Persons Served	Persons Served	Persons Served
	All	Under 18	Over 18
With Family	23,677	13,498	10,179
Not With Family	4,176	239	3,937
Totals	27,853	13,737	14,116





Where Persons Served Live	All	Persons Served	Persons Served
where rersons served Live	Persons Served	Under 18	Over 18
Family Home	23,677	13,498	10,179
Community Care Facility	1,708	16	1,692
State Developmental Center	9	0	9
Family Home Agency	23	0	23
Foster Home	209	202	7
Intermediate Care Facility	591	0	591
Independent Living	955	0	955
Supported Living	499	0	499
Skilled Nursing	70	0	70
Other*	112	21	91
Total	27,853	13,737	14,116

Other*			
Acute General Hospital	5	0	5
California Youth Authority	1	0	1
Community Treatment	1	1	0
Correctional Institution	1	0	1
County Jail	2	0	2
Other	0	0	0
Out of State	1	0	1
Psychiatric Treatment	30	2	28
Rehabilitation Center	2	0	2
SDC / State Hospital	5	0	5
Sub-Acute	39	12	27
Transient / Homeless	19	6	13
Total, Other*	106	21	85



Other Living Options

Family Home Agency

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

Foster Family Agency

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

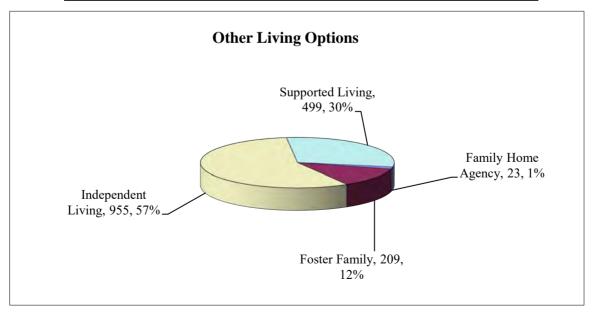
Independent Living

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

Supported Living

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

Other Living Options	Total	Under 18	Over 18
Family Home Agency	23	0	23
Foster Family	209	202	7
Independent Living	955	0	955
Supported Living	499	0	499
Total	1,686	202	1,484



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

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.

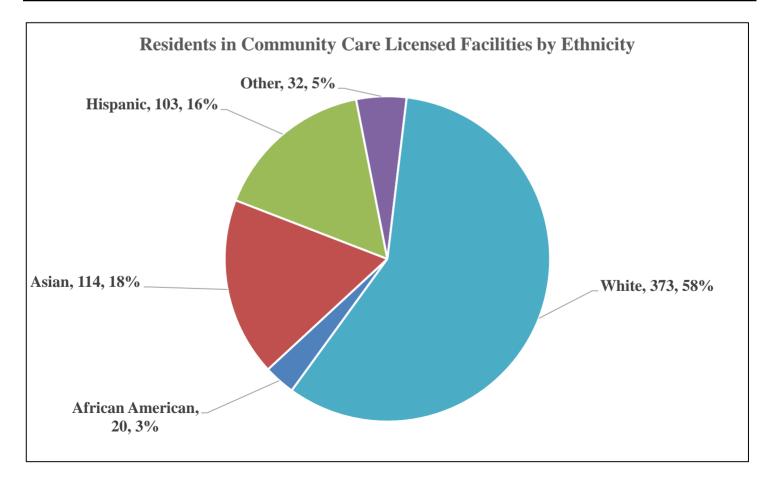
Persons Served Who Reside in Licensed Facilities Funded by RCOC *Fiscal Year 2025-26*

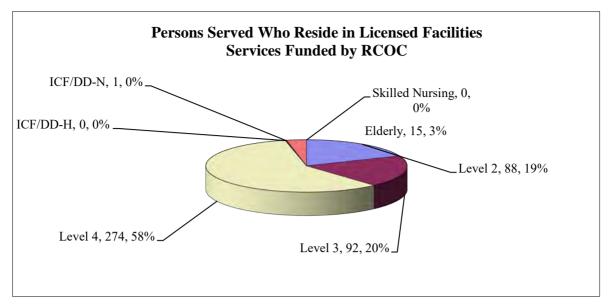
Licensed Facilities	Total	Over 18	Under 18
Level 2	88	88	0
Level 3	92	92	0
Level 4A	24	24	0
Level 4B	5	5	0
Level 4C	43	43	0
Level 4D	18	18	0
Level 4E	4	4	0
Level 4F	28	28	0
Level 4G	25	25	0
Level 4H	1	1	0
Level 4I	126	126	0
Elderly	15	15	0
ICF/DD-H	0	0	0
ICF/DD-N	1	1	0
ICF/DD	0	0	0
Skilled Nursing	0	0	0
Total	470	470	0

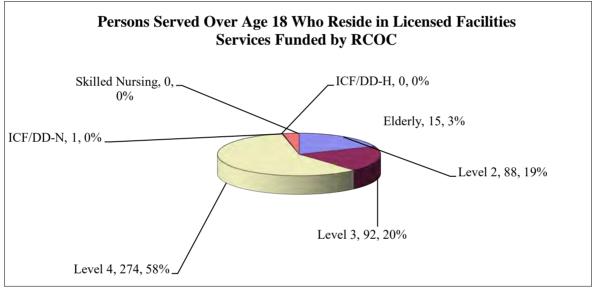
Licensed Facilities Summary	Total	Over 18	Under 18
Level 2	88	88	0
Level 3	92	92	0
Level 4	274	274	0
ICF/DD-H	0	0	0
ICF/DD-N	1	1	0
Elderly	15	15	0
Skilled Nursing	0	0	0
Total	470	470	0

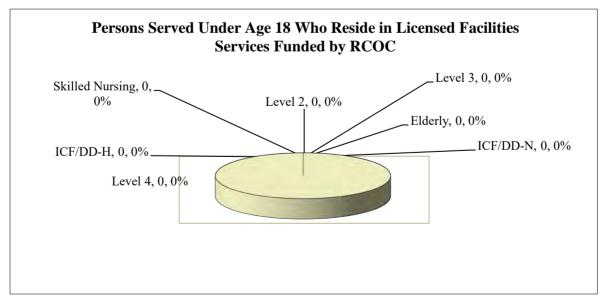
Persons Served Who Reside in Licensed Facilities Funded by RCOC by Ethnicity *Fiscal Year 2025-26*

Licensed Facilities	African American	Asian	Hispanic	Other	White	Total
Level 2	4	41	22	7	81	155
Level 3	9	9	27	9	72	126
Level 4A	0	3	7	2	16	28
Level 4B	0	1	0	0	4	5
Level 4C	3	10	8	0	46	67
Level 4D	0	3	4	0	11	18
Level 4E	0	0	3	0	4	7
Level 4F	1	7	4	4	20	36
Level 4G	0	7	1	2	18	28
Level 4H	0	0	2	0	1	3
Level 4I	3	33	25	8	100	169
Total	20	114	103	32	373	642







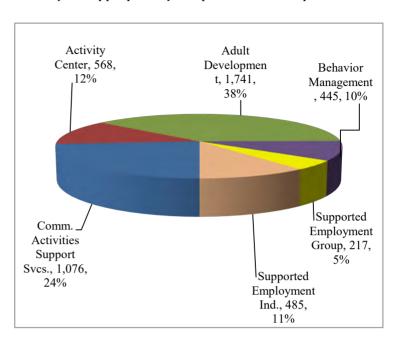


WORK

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.	1,076
Activity Center	568
Adult Development	1,741
Behavior Management	445
Supported Employment Group	217
Supported Employment Ind.	485
Total	4,532



Definitions:

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

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

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

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

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

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

SERVICE PLANNING AND COORDINATION

Related Guiding Principles

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

Service Coordination

Fiscal Year 2025-26

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

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

SERVICE PLANNING AND COORDINATION continued

Fair Hearings
Fiscal Year 2025-26

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

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

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

lumber of New Hearing Requests Filed*	10						
Eligibility - Lanterman	3						
Eligibility - Early Start							
Behavioral services							
Respite	1						
Day Care							
Social/Recreational	1						
Social Skills Training							
SDP	2						
Personal Assistance	1						
Other**	2						

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

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

Number of All Meetings Held	14							
Number of Informal Meetings Held	9							
Number of Mediations Held	3							
Number of SLFHs Held	2							
		•		•	•			,
Number of Requests in Scheduling*	7							

^{*} Meetings in process of being scheduled; meetings on schedule but not yet held; meetings scheduled but not held due to continuances.

Number of Requests Pending*	1						
*C I IE : II : (GIEII) 111							

^{*} State Level Fair Hearing (SLFH) held but awaiting decision.

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

State Level Fair Hearing Decisions

Pr	evailing Party							
	Person Served/Family							
	RCOC	1						
	Split							

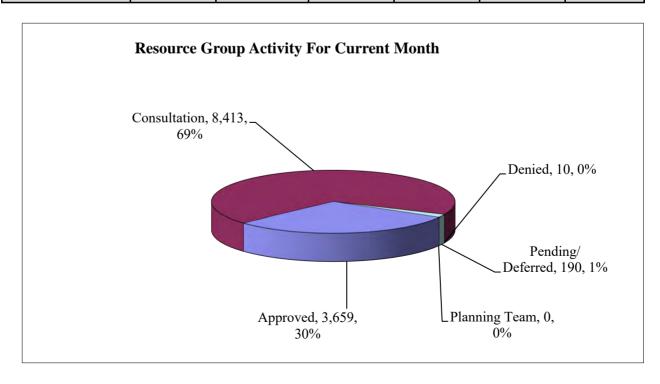
ADMINISTRATION AND GOVERNANCE

Guiding Principle

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

Resource Group Activity for July 2025 and Fiscal Year to Date

Disposition	Approved	Consultation	Denied	Pending/ Deferred	Planning Team	Total
Adult Day	955	396	0	108	0	1,459
Behavioral	97	79	0	17	0	193
Education	0	0	0	0	0	0
Eligibility/Health	110	1	0	1	0	112
Early Start	497	92	10	9	0	608
Living Options	241	160	0	15	0	416
Supported/Ind.	326	184	0	22	0	532
All Others	1433	367	0	18	0	1,818
Monthly Total	3,659	8,413	10	190	0	12,272
FY 2025-26 Total to Date	3,659	8,413	10	190	0	12,272



Operations Report Summary - July 2025

About Persons Served	Early Start	Medicaid Waiver	All Other	SDC	Total	Under 18	Over 18
Number of Persons Served	3,404	8,652	11,923	9	23,988	13,737	14,116
Percentage of Total	14%	36%	50%	0%	100%	57%	59%

Children served in Prevention Resource and Referral Services 458

Persons Served by Residence Status	All	Under 18	Over 18
Family Home	23,677	13,498	10,179
Community Care Facility	1,708	16	1,692
State Developmental Center	9	0	9
Family Home Agency	23	0	23
Foster Home	209	202	7
Intermediate Care Facility	591	0	591
Independent Living	955	0	955
Supported Living	499	0	499
Skilled Nursing	70	0	70
Other	112	21	91
Total	27,853	13,737	14,116

Special Incident Investigations	Year to Date
AWOL	4
Abuse	3
Neglect	9
Injury	32
Hospitalizations - Total	50
Death	10
Victim of crime	0
Arrest	0
Rights	24
Total	132

Number of Licensed Facilities

Community Care Facilities	Total	Under 18	Over 18
Level 2	71	0	71
Level 3	87	0	91
Level 4	211	9	209
Total Community Care Facilities	369	9	371

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

Licensed Facility Monitoring	Year to Date
Annual Review	42
Unannounced	86
Total Number of Reviews	128
Provider Trainings	0
Technical Support	304
Corrective Action Plans	3

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

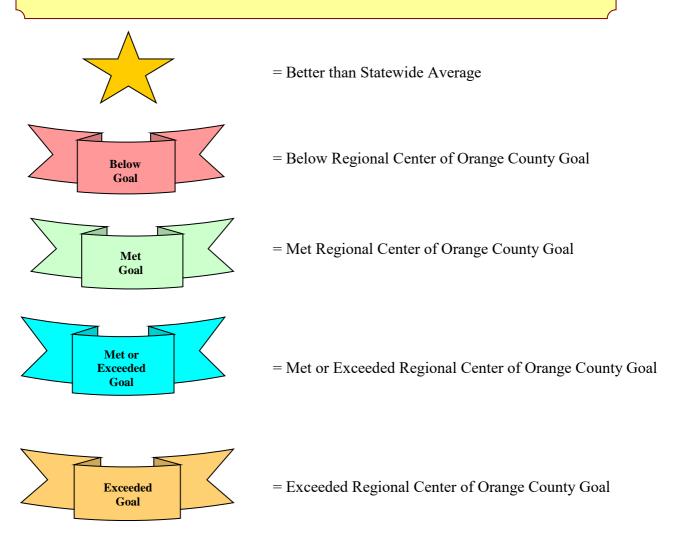


Performance Contract Summary

OF ORANGE COUNTY	1001 0000	~~~~~~	vi y		
RCOC as of 6/01/2025	All	RCOC#	Goal	Percentage	# Attained
Children in Foster Homes (FH)	13,510	196	220	1.45%	-24
Children Own Home Parent/Guardian	13,510	13,266	13,720	98.19%	-454
Total # Children (FH,Parent/Guardian)	13,510	13,462	13,940	99.64%	-478
Adult FHA	14,080	74	90	0.53%	-16
Independent Living (IL)	14,080	959	982	6.81%	-23
Adults Residing Own Home - Parent	14,080	10,086	10,510	71.63%	-424
Supported Living (SL)	14,080	486	505	106.00%	-19
Total # Adults (FHA, IL, Parent/Guardian, SL)	14,080	11,605	12,087	184.97%	-482
Children Residing in a CCF (7+ beds)	13,510	1	0	0.33%	-1
Children Residing in a ICF (7+ beds)	13,510	0	0	0%	0
Children Residing in a Nursing Facility (7+ beds)	13,510	0	0	0%	0
Total Children Residing in 7+ bed facilities	13,510	1	0	99.67%	-1
Adults Residing in a CCF (7+ beds)	14,080	101	106	0.72%	5
Adults Residing in a ICF (7+ beds)	14,080	17	13	0.12%	-4
Adults Residing in a Nursing Facility (7+ beds)	14,080	72	72	0.51%	0
Total Adults Residing in 7+ bed facilities	14,080	190	191	1.35%	1
Total Individuals Over Age 3 with <=120 days	543	541	100%	99.63%	99.63%
Total Individuals Over Age 3 with 121-240 days	543	1	0%	0.18%	0.18%
Total Individuals Over Age 3 Over 240 days	543	1	0%	0.18%	0.18%
Adults with Integrated Employment Goal	14,080	43%	65%		
Total Number of Incentive Payments Made	14,080	342			
Avg. Wage per Hour After Incentive Payment	14,080	\$16.11			
Number of Persons Served with Earned Income	14,080	2,269			
Percentage of 16-64 Earned Income	14,080	15.5%			
Annual Earnings of 16-64	14,080	\$13,920			
Number of Adults in CIE After Paid Intern	14,080	8			
Percentage Adults Transitioned Internship to CIE	14,080	9%			
Total Annual Expenditures Race/Ethnicity	27,598				



Performance Contract 2024-2025



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 2024-2025

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
Unqualifed 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	96.23%
Intake/Assessment and IFSP (0-2)	99.52%
IPP development biennial	Annual, 99.46
IFSP development	69.28%



Performance Contract 2024-2025

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

Planned Activities

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

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



Progress: A. During public meetings, RCOC had 242, or 1.80%, of children in foster homes.

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

	Percentage	All Children	Children in FH			
Statewide Average	2.20%	252,861	5,676	Goal	%	# Attained
RCOC Public Hearing 4/23/25	1.80%	13,137	242			
RCOC 6/01/25	1.45%	13,510	196	220	1.45%	-24
Analysis as of Public Hearing	RCOC % of DD pop.		5.20%	RCOC % of FH pop.		4.26%

Total Children in Number Children % Goal Foster Status Attained Homes 1&2 Jul-24 12,779 318 270 2.11% -48 Aug-24 12,828 318 265 2.07% -53 Sep-24 12,893 2.04% 318 263 -55 Oct-24 12,995 318 252 1.94% -66 Nov-24 13,044 318 245 1.88%-73 13,157 Dec-24 318 242 1.84% -76 Jan-25 13,179 318 232 1.76% -86 Feb-25 13,179 226 -92 318 1.71% Mar-25 13,297 318 226 1.70% -92 Apr-25 13,429 212 318 1.58% -106 May-25 1.45% 13,510 220 196 -24 Jun-25 220

Below

Goal



Progress: B. During public meetings, RCOC had 13,137, or 97.85%, of children in own-home-parent/guadian.

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

	%	All Children	Children in own home Parent/ Guardian			
Statewide Average	97.47%	252,861	246,467			
RCOC Public Hearing 4/23/25	97.85%	13,137	12,854	Goal	%	# Attained
RCOC 6/01/25	98.19%	13,510	13,266	13,720	98.19%	-454
Analysis as of Public Hearing	RCOC %	of DD pop.	5.20%	RCOC %	of Home	97.85%



~			Children in			Below Goal
			Own Home			
	Total		Parent/		Number	
	Children	Goal	Gaurdian	%	Attained	
Jul-24	12,779	12,530	12,473	97.61%	-57	
Aug-24	12,828	12,530	12,528	97.66%	-2	
Sep-24	12,893	12,530	12,593	97.67%	63	
Oct-24	12,995	12,530	12,704	97.76%	174	
Nov-24	13,044	12,530	12,759	97.82%	229	
Dec-24	13,157	12,530	12,874	97.85%	334	
Jan-25	13,179	12,530	12,908	97.94%	378	
Feb-25	13,179	12,530	12,912	97.97%	382	
Mar-25	13,297	12,530	13,028	97.98%	498	
Apr-25	13,429	12,530	13,175	98.11%	645	
May-25	13,510	13,720	13,266	98.19%	-454	
Jun-25		13,720				
'				_		_



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

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

			Total			
			Number			
		All	Children in			
	%	Children	Homes			
Statewide Average	99.70%	252,861	252,143			
RCOC Public Hearing 4/23/25	99.70%	13,137	13,096	Goal	%	# Attained
RCOC 6/01/25	99.64%	13,510	13,462	13,940	99.64%	-478
Analysis of Public Hearing	RCOC %	of DD pop	5.20%	RCOC 9	% Homes	97.28%

	Total Children		Total Number			Below Goal
	Status		Children in		Number	
	1&2	Goal	Homes	%	Attained	
Jul-24	12,779	12,848	12,743	99.72%	-105	
Aug-24	12,828	12,848	12,793	99.73%	-55	
Sep-24	12,893	12,848	12,856	99.71%	8	
Oct-24	12,995	12,848	12,956	99.70%	108	
Nov-24	13,044	12,848	13,004	99.69%	156	
Dec-24	13,157	12,848	13,116	99.69%	268	
Jan-25	13,179	12,848	13,140	99.70%	292	
Feb-25	13,179	12,848	13,138	99.69%	290	
Mar-25	13,297	12,848	13,254	99.68%	406	
Apr-25	13,429	12,848	13,387	99.69%	539	
May-25	13,510	13,940	13,462	99.64%	-478	
Jun-25		13,940				



II. Adults Residing in Home Settings

Planned Activities

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

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

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



Progress: A. During public meetings, RCOC had 91, or 0.70%, of adults residing in Adult FHA.

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

	Percentage	Total Adults Status 2	Adults in FHA			
Statewide Average	0.70%	203,915	1,484			
RCOC Public Hearing 4/23/25	0.70%	13,898	91	Goal	%	# Attained
RCOC 6/01/25	0.53%	14,080	74	90	0.53%	-16
Analysis as of Public Hearing	RCOC % o	f DD pop	6.82%	RCOC %	of FHA pop	6.13%

Goal Total Adults Adults in Number Status 2 Goal **FHA** % Attained Jul-24 13,672 99 89 0.65% -10 Aug-24 13,710 99 91 0.66% -8 Sep-24 13,748 99 -9 90 0.64% 13,804 Oct-24 99 91 0.66%-8 Nov-24 13,853 99 91 0.66% -8 13,893 Dec-24 99 91 0.66% -8 99 13,920 Jan-25 89 0.64% -10 13,946 0.60% Feb-25 99 84 -15 14,004 Mar-25 99 0.58% 81 -18 Apr-25 14,057 99 76 0.54% -23 May-25 14,080 90 74 0.53% -16 Jun-25 90

Below



Progress: B. During public meetings, RCOC had 976, or 7.00%, of adults residing in independent living.

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

	Percentage	Total Adults Status 2	Adults in Independent Living			
Statewide Average	8.90%	203,915	18,216			
RCOC Public Hearing 4/23/25	7.00%	13,898	976	Goal	%	# Attained
RCOC 6/01/25	6.81%	14,080	959	982	6.81%	-23
Analysis of Public Hearing	RCOC % o	of DD pop	6.82%	RCOC %	of IL pop	5.36%

	Total		Adults in		Goal
	Adults		Independent		Number
	Status 2	Goal	Living	%	Attained
Jul-24	13,672	937	934	6.83%	-3
Aug-24	13,710	937	936	6.83%	-1
Sep-24	13,748	937	937	6.82%	0
Oct-24	13,804	937	941	6.82%	4
Nov-24	13,853	937	945	6.82%	8
Dec-24	13,893	937	942	6.77%	4
Jan-25	13,920	937	942	6.77%	6
Feb-25	13,946	937	945	6.78%	8
Mar-25	14,004	937	957	6.83%	20
Apr-25	14,057	937	967	6.87%	30
May-25	14,080	982	959	6.81%	-23
Jun-25		982			



Progress: C. During public meetings, RCOC had 9,890, or 71.20%, of adults residing in own homeparent.

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

		Total Adults	Adults Residing Own			
	Percentage	Status 2	Home - Parent			
Statewide Average	69.90%	203,915	142,439			
RCOC Public Hearing 4/23/25	71.20%	13,898	9,890	Goal	%	# Attained
RCOC 6/01/25	71.63%	14,080	10,086	10,510	71.63%	-424
Analysis of Public Hearing	RCOC % o	f DD pop	6.82%	RCOC % o	f own home	6.94%



	Total		Adults		Goal
	Adults		Residing Own		Number
	Status 2	Goal	Home - Parent	%	Attained
Jul-24	13,672	9,872	9,708	71.01%	-164
Aug-24	13,710	9,872	9,743	71.06%	-129
Sep-24	13,748	9,872	9,775	71.01%	-97
Oct-24	13,804	9,872	9,822	71.15%	-50
Nov-24	13,853	9,872	9,859	71.17%	-13
Dec-24	13,893	9,872	9,912	71.35%	40
Jan-25	13,920	9,872	9,941	71.42%	69
Feb-25	13,946	9,872	9,961	71.43%	89
Mar-25	14,004	9,872	10,010	71.48%	138
Apr-25	14,057	9,872	10,056	71.54%	184
May-25	14,080	10,510	10,086	71.63%	-424
Jun-25		10,510			



Progress: D. During public meetings, RCOC had 489, or 3.50%, of adults residing in supported living.

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

	Percentage	Total Adults Status 2	Adults Residing in Supported Living			
Statewide Average	4.70%	203,915	9,477			
RCOC Public Hearing 4/23/25	3.50%	13,898	489	Goal	%	# Attained
RCOC 6/01/25	3.45%	14,080	486	505	3.45%	-19
Analysis of Public Hearing	RCOC % o	f DD pop	6.82%	RCOC %	of SL pop	5.16%

	Total		Adults Residing		Below Goal
	Adults		Supported		Number
	Status 2	Goal	Living	%	Attained
Jul-24	13,672	510	492	3.60%	-18
Aug-24	13,710	510	492	3.59%	-18
Sep-24	13,748	510	488	3.55%	-22
Oct-24	13,804	510	491	3.56%	-19
Nov-24	13,853	510	493	3.56%	-17
Dec-24	13,893	510	491	3.53%	-19
Jan-25	13,920	510	491	3.53%	-19
Feb-25	13,946	510	496	3.56%	-14
Mar-25	14,004	510	492	3.51%	-18
Apr-25	14,057	510	487	3.46%	-23
May-25	14,080	505	486	3.45%	-19
Jun-25		505			



Progress: E. During public meetings, RCOC had 11,446, or 82.40%, 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).

		Total Adults	Total Number Adults in			
	Percentage	Status 2	Home Settings			
Statewide Average	84.20%	203,915	171,616			
RCOC Public Hearing 4/23/25	82.40%	13,898	11,446	Goal	%	# Attained
RCOC 6/01/25	82.42%	14,080	11,605	12,087	82.42%	-482
Analysis of Public Hearing	RCOC % o	of DD pop	6.82%	RCOC %	of Home	6.67%

					Below Goal
	Total Adults Status 2	Goal	Total Number Adults in Home Settings	%	Number Attained
Jul-24	13,672	11,418	11,223	82.09%	-195
Aug-24	13,710	11,418	11,262	82.14%	-156
Sep-24	13,748	11,418	11,290	82.12%	-128
Oct-24	13,808	11,418	11,345	82.19%	-128
Nov-24	13,853	11,418	11,388	82.21%	-30
Dec-24	13,893	11,418	11,435	82.31%	17
Jan-25	13,920	11,418	11,464	83.26%	46
Feb-25	13,946	11,418	11,486	83.26%	68
Mar-25	14,004	11,418	11,540	82.41%	122
Apr-25	14,057	11,418	11,586	82.42%	168
May-25	14,080	12,087	11,605	82.42%	-482
Jun-25		12,087			



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

Planned Activities

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

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

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



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

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

		Total Children	Children Residing in			
		Status	CCF 7+			
	Percentage	1&2	Beds			
Statewide Average	0.01%	252,861	14			
RCOC Public Hearing 4/23/25	0.00%	13,137	0	Goal	%	# Attained
RCOC 6/01/25	0.01%	13,510	1	0	0.01%	-1
Analysis of Public Hearing	RCOC % o	f DD pop	5.20%	RCOC %	of CCF 7+	0.00%



	Total		Children Residing		Below Goal
	Children		CCF 7+		Number
	Status 1&2	Goal	Beds	%	Attained
Jul-24	12,779	0	0	0.00%	0
Aug-24	12,828	0	0	0.00%	0
Sep-24	12,893	0	0	0.00%	0
Oct-24	12,995	0	0	0.00%	0
Nov-24	13,044	0	0	0.00%	0
Dec-24	13,157	0	0	0.00%	0
Jan-25	13,179	0	0	0.00%	0
Feb-25	13,179	0	0	0.00%	0
Mar-25	13,297	0	1	0.01%	-1
Apr-25	13,429	0	1	0.01%	-1
May-25	13,510	0	1	0.01%	-1
Jun-25		0			



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

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

	Percentage	Total Children Status 1&2	Children Residing in an ICF 7+ beds			
Statewide Average	0.02%	252,861	32			
RCOC Public Hearing 4/23/25	0.00%	13,137	0	Goal	%	# Attained
RCOC 6/01/25	0.00%	13,510	0	0	0.00%	0
Analysis of Public Hearing	RCOC % or	f DD pop	5.20%	RCOC %	of ICF 7+	0.00%



	Total		Residing		
	Children		ICF 7+		Number
	Status 1&2	Goal	Beds	%	Attained
Jul-24	12,779	0	0	0.00%	0
Aug-24	12,828	0	0	0.00%	0
Sep-24	12,893	0	0	0.00%	0
Oct-24	12,995	0	0	0.00%	0
Nov-24	13,044	0	0	0.00%	0
Dec-24	13,157	0	1	0.01%	-1
Jan-25	13,179	0	0	0.00%	0
Feb-25	13,179	0	0	0.00%	0
Mar-25	13,297	0	0	0.00%	0
Apr-25	13,429	0	0	0.00%	0
May-25	13,510	0	0	0.00%	0
Jun-25		0			

Children



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.

		Total	Children			
		Children	Residing in			
		Status	a Nursing			
	Percentage	1&2	Facility			
Statewide Average	*	252,861	*			
RCOC Public Hearing 4/23/25	0.00%	13,137	0	Goal	%	# Attained
RCOC 6/01/25	0.00%	13,510	0	0	0.00%	0
Analysis of Public Hearing	RCOC % o	f DD pop	5.20%	RCOC	% of NF	

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



			Children Residing in		Met Goal	
	Total Children		a Nursing Facility		Number	
	Status 1&2	Goal	(NF)	%	Attained	
Jul-24	12,779	0	0	0.00%	0	
Aug-24	12,828	0	0	0.00%	0	
Sep-24	12,893	0	0	0.00%	0	
Oct-24	12,995	0	0	0.00%	0	
Nov-24	13,044	0	0	0.00%	0	
Dec-24	13,157	0	0	0.00%	0	
Jan-25	13,179	0	0	0.00%	0	
Feb-25	13,179	0	0	0.00%	0	
Mar-25	13,297	0	0	0.00%	0	
Apr-25	13,429	0	0	0.00%	0	
May-25	13,510	0	0	0.00%	0	
Jun-25		0				



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

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

Statewide Average	Percentage 0.03%	Total Children Status 1&2 252,861	Total Children Residing in a 7+ Bed Facility 49			
RCOC Public Hearing 4/23/25	0.00%	13,137	0	Goal	%	# Attained
RCOC 6/01/25	0.00%	13,510	1	0	0.01%	-1
Analysis of Public Hearing	RCOC % o	f DD pop	5.20%	RCOC %	6 7+ Bed	0.00%



	Total		Children		Goal
	Children		Residing in		Number
	Status 1&2	Goal	7+ Bed	%	Attained
Jul-24	12,779	0	0	0.00%	0
Aug-24	12,828	0	0	0.00%	0
Sep-24	12,893	0	0	0.00%	0
Oct-24	12,995	0	0	0.00%	0
Nov-24	13,044	0	0	0.00%	0
Dec-24	13,157	0	0	0.01%	-1
Jan-25	13,179	0	0	0.00%	0
Feb-25	13,179	0	0	0.00%	0
Mar-25	13,297	0	1	0.01%	-1
Apr-25	13,429	0	1	0.01%	-1
May-25	13,510	0	1	0.01%	-1
Jun-25		0			

Total



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

Planned Activities

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

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

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



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

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

	Percentage	Total Adults Status 2	Adults in CCF 7+ Beds			
Statewide Average	0.67%	203,915	1,284			
RCOC Public Hearing 4/23/25	0.80%	13,898	112	Goal	%	# Attained
RCOC 6/01/25	0.72%	14,080	101	106	0.72%	5
Analysis of Public Hearing	RCOC % o	f DD pop	6.82%	RCOC % A	dult 7+ CCF	8.72%

			Adults		
	Total		Residing		
	Adults		in CCF		Number
	Status 2	Goal	7+ Beds	%	Attained
Jul-24	13,672	112	111	0.81%	1
Aug-24	13,710	112	113	0.82%	-1
Sep-24	13,748	112	114	0.83%	-2
Oct-24	13,804	112	113	0.82%	-1
Nov-24	13,853	112	112	0.81%	0
Dec-24	13,893	112	112	0.81%	0
Jan-25	13,920	112	112	0.80%	0
Feb-25	13,946	112	112	0.80%	0
Mar-25	14,004	112	112	0.80%	0
Apr-25	14,057	112	109	0.77%	3
May-25	14,080	106	101	0.72%	5
Jun-25		106			

Met Goal



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

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

			Adults			
		Total	Residing			
		Adults	ICF 7+			
	Percentage	Status 2	Beds			
Statewide Average	0.41%	203,915	705			
RCOC Public Hearing 4/23/25	0.10%	13,898	15	Goal	%	# Attained
RCOC 6/01/25	0.12%	14,080	17	13	0.12%	-4
Analysis of Public Hearing	RCOC % of	f DD pop	6.82%	RCOC %	% ICF 7+	2.13%



-	Total		Residing		
	Adults		ICF 7+		Number
	Status 2	Goal	Beds	%	Attained
Jul-24	13,672	7	14	0.10%	-7
Aug-24	13,710	7	14	0.10%	-7
Sep-24	13,748	7	15	0.11%	-8
Oct-24	13,804	7	15	0.11%	-8
Nov-24	13,853	7	14	0.10%	-7
Dec-24	13,893	7	15	0.10%	-8
Jan-25	13,920	7	15	0.11%	-8
Feb-25	13,946	7	15	0.11%	-8
Mar-25	14,004	7	115	0.11%	-8
Apr-25	14,057	7	117	0.12%	-10
May-25	14,080	13	117	0.12%	-4
Jun-25		13			

Adults

Below Goal



Progress: C. During public meetings, RCOC had 77, or 0.56%, of adults residing in a nursing facility (NF). Placements to nursing facilities are at family reqest and/or due to medical or specialized services.

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

		Total	Adults			
		Adults	Residing			
	Percentage	Status 2	in NF			
Statewide Average	0.40%	203,915	874			
RCOC Public Hearing 4/23/25	0.56%	13,898	77	Goal	%	# Attained
RCOC 6/01/25	0.51%	14,080	72	72	0.51%	0
Analysis of Public Hearing	RCOC % DD pop		6.82%	RCOC % NF		8.81%

	Total Adults		Adults Residing		Number
	Status 2	Goal	in NF	%	Attained
Jul-24	13,672	75	78	0.57%	-3
Aug-24	13,710	75	76	0.55%	-1
Sep-24	13,748	75	80	0.58%	-5
Oct-24	13,804	75	78	0.58%	-3
Nov-24	13,853	75	82	0.59%	-7
Dec-24	13,893	75	78	0.56%	-3
Jan-25	13,920	75	79	0.57%	-4
Feb-25	13,946	75	78	0.56%	-3
Mar-25	14,004	75	77	0.55%	-2
Apr-25	14,057	75	75	0.53%	0
May-25	14,080	72	72	0.51%	0
Jun-25		72			

Goal



Progress: D. During public meetings, RCOC had 205, or 1.50%, of adults residing in a facility with 7+ beds. Placements to 7+ bed facilities are at family request and/or due to specialized services.

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

Grand 1 A	Percentage	Total Adults Status 2	Total Adults Residing in 7+ Bed			
Statewide Average	1.40%	203,915	2,863			
RCOC Public Hearing 4/23/25	1.50%	13,898	205	Goal	%	# Attained
RCOC 6/01/25	1.35%	14,080	190	191	1.35%	1
Analysis of Public Meeting	RCOC % o	f DD pop	6.82%	RCOC %	% 7+ Bed	7.16%



	Total		Adults Residing			Met Goal
	Adults		in 7+		Number	
	Status 2	Goal	Beds	%	Attained	
Jul-24	13,672	194	203	1.45%	-11	
Aug-24	13,710	194	203	1.48%	-9	
Sep-24	13,748	194	209	1.52%	-15	
Oct-24	13,808	194	206	1.49%	-12	
Nov-24	13,853	194	208	1.94%	-14	
Dec-24	13,893	194	205	1.48%	-11	
Jan-25	13,920	194	206	1.48%	-12	
Feb-25	13,946	194	205	1.47%	-11	
Mar-25	14,004	194	204	1.46%	-10	
Apr-25	14,057	194	201	1.43%	-7	
May-25	14,080	191	190	1.35%	1	
Jun-25		191				

Total

Met



V. Intake Duration

Planned Activities

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

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

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



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

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

			Total #		
		Total #	Over Age 3		
		Age 3 or	with <=120		
	Percentage	Over	Days		
RCOC Public Hearing 4/23/25	100%	330	330	Goal	% Attained
RCOC 6/01/25	99.63%	543	541	100%	99.63%



-	Total Number		Number Individuals		Below Goal
	Individuals Age 3 or Over	Goal	Over Age 3 with <=120 Days	% Attained	
Jul-24	319	100%	319	100%	
Aug-24	326	100%	326	100%	
Sep-24	321	100%	321	100%	
Oct-24	305	100%	305	100%	
Nov-24	328	100%	328	100%	
Dec-24	330	100%	330	100%	
Jan-25	354	100%	354	100%	
Feb-25	426	100%	422	99%	
Mar-25	444	100%	444	100%	
Apr-25	480	100%	478	99.58%	
May-25	543	100%	541	99.63%	
Jun-25		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.

D. Total hambel and 70 of feg	gional center	marviduais	over age 5 wi	11121-240	days.	
			Total			
		Total	Number of			
		Number	Individuals			
		Individual	Over Age 3			
		s Age 3	With 121-			
	Percentage	and Over	240 Days			
RCOC Public Hearing 4/23/25	0.00%	330	0	Goal	% Attained	
RCOC 6/01/25	0.18%	543	1	_0%	0.18%]
		=	-	\ <u></u>		
A			Total		Below Goal	
	Total		Number		Guar	
	Number of		Individuals			
	Individuals		Over Age 3			
	Age 3 or		With 121-			
	Over	Goal	240 Days	%		

	Total		Number	
	Number of		Individuals	
	Individuals		Over Age 3	
	Age 3 or		With 121-	
	Over	Goal	240 Days	%
Jul-24	319	0%	0	0%
Aug-24	326	0%	0	0%
Sep-24	321	0%	0	0%
Oct-24	305	0%	0	0%
Nov-24	328	0%	0	0%
Dec-24	330	0%	0	0%
Jan-25	354	0%	0	0%
Feb-25	426	0%	1	0.23%
Mar-25	444	0%	0	0%
Apr-25	480	0%	0	0%
May-25	543	0%	1	0.18%
Jun-25		0%		



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

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

			Total		
		Total	Number		
		Number	Individuals		
		Individual	Over Age 3		
		s Age 3 or	Over 240		
	Percentage	Over	Days		
RCOC Public Hearing 4/23/25	0%	330	0	Goal	% Attained
RCOC 6/01/25	0.18%	543	1	0%	0.18%



	1 otai		Number	
	Number		Individuals	
	Individuals		Over Age 3	
	Age 3 or		Over 240	%
	Over	Goal	Days	Attained
Jul-24	319	0%	0	0%
Aug-24	326	0%	0	0%
Sep-24	321	0%	0	0%
Oct-24	305	0%	0	0%
Nov-24	328	0%	0	0%
Dec-24	330	0%	0	0.00%
Jan-25	354	0%	0	0.00%
Feb-25	426	0%	3	0.70%
Mar-25	444	0%	0	0.00%
Apr-25	480	0%	2	0.42%
May-25	543	0%	1	0.18%
Jun-25		0%		

Total

Below Goal



VI. National Core Indicators (NCI) Employment

Planned Activities

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

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

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

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

	Percentage	
RCOC FY 2011-12	46%	Goal
RCOC FY 2014-15	47%	50%
RCOC FY 2017-18	43%	65%



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

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

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

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

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

Fiscal Year	Hours Week	Wage
2017-18	23.5	\$11.31
2018-19	21	\$12.06
2019-20	22	\$13.06
2020-21	20	\$14.40
2022-2023	20.6	\$16.11



VII. Employment Development Department (EDD) Employment

Planned Activities

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

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

Progress: A. Results from the Employment Development Department (EDD) conducted in 2022 indicate that 1,965 persons served ages 16-64 had earned income. In 2023 2,269 persons served ages 16-64 had earned income.

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



		Statewide
	RCOC	Avg.
2018	3,346	1,311
2019	2,335	1,341
2020	1,726	1,082
2021	1,839	1,317
2022	1,965	1,428
2023	2,269	1,583



Progress: B. Results from the EDD in 2022 indicate that 14.5% of persons served ages 16-64 reported having earned income. In 2023, the percentage of persons served ages 16-64 reporting earned income increased to 15.5%.

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

		Statewide
	RCOC	Avg.
2019	21%	17.3%
2020	19.5%	15.7%
2021	13.9%	14.2%
2022	14.5%	15.0%
2023	15.5%	15.2%

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

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

		Statewide
	RCOC	Avg.
2019	\$7,596	\$8,820
2020	\$6,936	\$8,952
2021	\$11,076	\$11,892
2022	\$12,900	\$13,200
2023	\$13,920	\$14,256



Progress: D. In FY 2016-17, RCOC began working with service providers to place individuals into Paid Internship Program (PIP) opportunities to help develop employment interests and lead into CIE opportunites. In 2020-21 RCOC had 0 individuals within a PIP that resulted in employment, and for 2022-23 that number increased to 8 individuals.

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

	Total
2018-19	
2019-20	
2020-21	
2022-23	8

Progress: E. RCOC will obtain data related to the overall percentage of adults participating in a paid internship who transition into a competitive employment setting. This program began in FY 2016-17. In FY 2020-21, 0% of adults transitioned from an Internship to Competitive Employment. in 2022-23 9% of adults transitioned into CIE.

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

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

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

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

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



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

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

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



Progress: A. Review of fiscal year 2017-18 purchase of service data and client master file (CMF) for initial data source. Fiscal year 2023-2024 data reflects either an increase or decrease in services and expenditures related to disparity criteria.

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

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

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



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



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

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

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

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



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



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

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

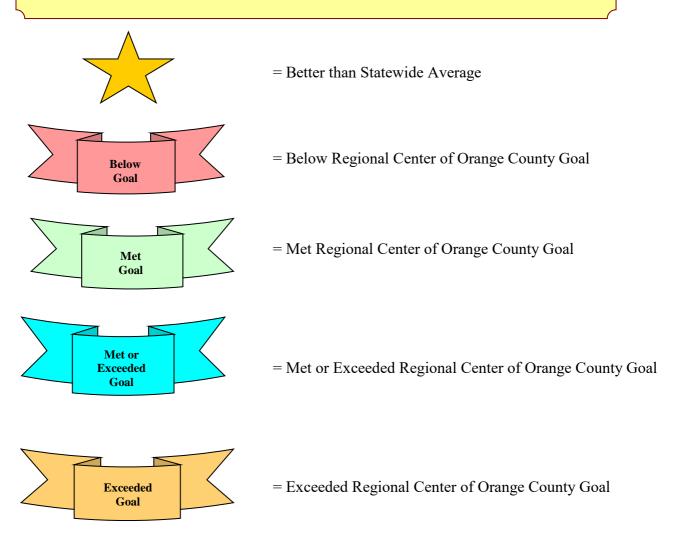
Fiscal Year 2023-2024 Primary Language All Ages	Total Persons	Total Authorized Services	Per Capita Expenditures	Utilized
Chinese	89	\$1,871,887	\$14,234	67.7%
English	22,915	\$789,858,234	\$23,259	67.5%
Spanish	4,861	\$91,768,371	\$10,930	55.8%
Vietnamese	1,078	\$20,887,583	\$11,974	61.8%
All Other Languages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



Performance Contract Summary

OF ORANGE COUNTY		<i>> • • • • • • • • • • • • • • • • • • •</i>	•• 		
P.COC 57/01/2025	A 11	DCOC #	C1	D	#
RCOC as of 7/01/2025	All	RCOC #	Goal	Percentage	
Children in Foster Homes (FH)	13,593	194	220	1.43%	-26
Children Own Home Parent/Guardian	13,593	13,349	13,720	98.20%	-371
Total # Children (FH,Parent/Guardian)	13,593	13,543	13,940	99.63%	-397
Adult FHA	14,114	73	90	0.52%	-17
Independent Living (IL)	14,114	953	982	6.75%	-29
Adults Residing Own Home - Parent	14,114	10,119	10,510	71.69%	-391
Supported Living (SL)	14,114	488	505	106.00%	-17
Total # Adults (FHA, IL, Parent/Guardian, SL)	14,114	11,633	12,087	184.96%	-454
Children Residing in a CCF (7+ beds)	13,593	1	0	0.33%	-1
Children Residing in a ICF (7+ beds)	13,593	0	0	0%	0
Children Residing in a Nursing Facility (7+ beds)	13,593	0	0	0%	0
Total Children Residing in 7+ bed facilities	13,593	1	0	99.67%	-1
Adults Residing in a CCF (7+ beds)	14,114	99	106	0.70%	7
Adults Residing in a ICF (7+ beds)	14,114	15	13	0.11%	-2
Adults Residing in a Nursing Facility (7+ beds)	14,114	72	72	0.51%	0
Total Adults Residing in 7+ bed facilities	14,114	186	191	1.32%	5
Total Individuals Over Age 3 with <=120 days	547	547	100%	100.00%	100.00%
Total Individuals Over Age 3 with 121-240 days	547	0	0%	0.00%	0.00%
Total Individuals Over Age 3 Over 240 days	547	0	0%	0.00%	0.00%
Adults with Integrated Employment Goal	14,114	43%	65%		
Total Number of Incentive Payments Made	14,114	342			
Avg. Wage per Hour After Incentive Payment	14,114	\$16.11			
Number of Persons Served with Earned Income	14,114	2,269			
Percentage of 16-64 Earned Income	14,114	15.5%			
Annual Earnings of 16-64	14,114	\$13,920			
Number of Adults in CIE After Paid Intern	14,114	8			
Percentage Adults Transitioned Internship to CIE	14,114	9%			
Total Annual Expenditures Race/Ethnicity	27,715				
	-	-		-	





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.



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	
Unqualifed 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	96.31%	
Intake/Assessment and IFSP (0-2)	99.52%	
IPP development biennial	Annual, 99.46	
IFSP development	69.28%	



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

Planned Activities

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

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



Progress: A. During public meetings, RCOC had 242, or 1.80%, of children in foster homes.

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

	Percentage	All Children	Children in FH			
Statewide Average	2.20%	252,861	5,676	Goal	%	# Attained
RCOC Public Hearing 4/23/25	1.80%	13,137	242	Goal	70	
RCOC 7/01/25	1.43%	13,593	194	220	1.43%	-26
Analysis as of Public Hearing	RCOC % of DD pop.		5.20%	RCOC % of FH pop.		4.26%

Total Children in Children Number % Goal Foster Status Attained Homes 1&2 Jul-24 12,779 318 270 2.11% -48 Aug-24 12,828 318 265 2.07% -53 Sep-24 12,893 318 263 2.04% -55 Oct-24 12,995 318 252 1.94% -66 Nov-24 13,044 318 245 1.88%-73 Dec-24 13,157 318 242 1.84% -76 Jan-25 13,179 318 232 1.76% -86 Feb-25 13,179 -92 318 226 1.71% Mar-25 13,297 318 226 1.70% -92 Apr-25 13,429 212 318 1.58% -106 May-25 13,510 220 196 1.45% -24 Jun-25 13,593 220 194 1.43% -26

Below

Goal



Progress: B. During public meetings, RCOC had 13,137, or 97.85%, of children in own-home-parent/guadian.

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

	%	All Children	Children in own home Parent/ Guardian			
Statewide Average	97.47%	252,861	246,467			
RCOC Public Hearing 4/23/25	97.85%	13,137	12,854	Goal	%	# Attained
RCOC 7/01/25	98.20%	13,593	13,349	13,720	98.20%	-371
Analysis as of Public Hearing	RCOC %	of DD pop.	5.20%	RCOC %	of Home	97.85%



_			Children in			G
	Total Children	Goal	Own Home Parent/ Gaurdian	%	Number Attained	
Jul-24	12,779	12,530	12,473	97.61%	-57	
Aug-24	12,828	12,530	12,528	97.66%	-2	
Sep-24	12,893	12,530	12,593	97.67%	63	
Oct-24	12,995	12,530	12,704	97.76%	174	
Nov-24	13,044	12,530	12,759	97.82%	229	
Dec-24	13,157	12,530	12,874	97.85%	334	
Jan-25	13,179	12,530	12,908	97.94%	378	
Feb-25	13,179	12,530	12,912	97.97%	382	
Mar-25	13,297	12,530	13,028	97.98%	498	
Apr-25	13,429	12,530	13,175	98.11%	645	
May-25	13,510	13,720	13,266	98.19%	-454	
Jun-25	13,593	13,720	13,349	98.20%	-371	



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

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

			Total			
			Number			
		All	Children in			
	%	Children	Homes			
Statewide Average	99.70%	252,861	252,143			
RCOC Public Hearing 4/23/25	99.70%	13,137	13,096	Goal	%	# Attained
RCOC 7/01/25	99.63%	13,593	13,543	13,940	99.63%	-397
Analysis of Public Hearing	RCOC % of DD pop		5.20%	RCOC % Homes		96.70%

	Total		Total			Below
	Children		Number			Goal
	Status		Children in		Number	
	1&2	Goal	Homes	%	Attained	
Jul-24	12,779	12,848	12,743	99.72%	-105	
Aug-24	12,828	12,848	12,793	99.73%	-55	
Sep-24	12,893	12,848	12,856	99.71%	8	
Oct-24	12,995	12,848	12,956	99.70%	108	
Nov-24	13,044	12,848	13,004	99.69%	156	
Dec-24	13,157	12,848	13,116	99.69%	268	
Jan-25	13,179	12,848	13,140	99.70%	292	
Feb-25	13,179	12,848	13,138	99.69%	290	
Mar-25	13,297	12,848	13,254	99.68%	406	
Apr-25	13,429	12,848	13,387	99.69%	539	
May-25	13,510	13,940	13,462	99.64%	-478	
Jun-25	13,593	13,940	14,543	99.63%	-397	



II. Adults Residing in Home Settings

Planned Activities

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

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

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



Progress: A. During public meetings, RCOC had 91, or 0.70%, of adults residing in Adult FHA.

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

	Percentage	Total Adults Status 2	Adults in FHA			
Statewide Average	0.70%	203,915	1,484			
RCOC Public Hearing 4/23/25	0.70%	13,898	91	Goal	%	# Attained
RCOC 7/01/25	0.52%	14,114	73	90	0.52%	-17
Analysis as of Public Hearing	RCOC % o	f DD pop	6.82%	RCOC %	of FHA pop	6.13%

Goal Total Adults Adults in Number Status 2 Goal **FHA** % Attained Jul-24 13,672 99 89 0.65% -10 Aug-24 13,710 99 91 0.66% -8 Sep-24 13,748 99 90 0.64% -9 13,804 Oct-24 99 91 0.66%-8 Nov-24 13,853 99 91 0.66% -8 13,893 Dec-24 99 91 0.66% -8 13,920 Jan-25 99 89 0.64% -10 13,946 Feb-25 99 84 0.60% -15 Mar-25 99 0.58% 14,004 81 -18 Apr-25 14,057 99 0.54% -23 76 May-25 14,080 90 74 0.53% -16 Jun-25 14,114 0.52% 90 73 -17

Below



Progress: B. During public meetings, RCOC had 976, or 7.00%, of adults residing in independent living.

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

		Total Adults	Adults in Independent			
	Percentage	Status 2	Living			
Statewide Average	8.90%	203,915	18,216			
RCOC Public Hearing 4/23/25	7.00%	13,898	976	Goal	%	# Attained
RCOC 7/01/25	6.75%	14,114	953	982	6.75%	-29
Analysis of Public Hearing	RCOC % o	f DD pop	6.82%	RCOC %	of IL pop	5.36%

Goal Total Adults in Adults Independent Number Status 2 **%** Goal Living Attained Jul-24 13,672 937 934 6.83% -3 13,710 937 936 6.83% Aug-24 -1 Sep-24 13,748 937 937 6.82% 0 13,804 Oct-24 937 941 6.82% 4 6.82% 13,853 Nov-24 937 945 8 13,893 Dec-24 937 942 4 6.77%13,920 Jan-25 942 6 937 6.77%Feb-25 13,946 937 8 945 6.78% Mar-25 14,004 937 957 6.83% 20 Apr-25 14,057 937 967 6.87% 30 May-25 14,080 982 959 -23 6.81% Jun-25 14,114 982 953 6.75% -29

Below



Progress: C. During public meetings, RCOC had 9,890, or 71.20%, of adults residing in own homeparent.

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

		Total Adults	Adults Residing Own			
	Percentage		Home - Parent			
Statewide Average	69.90%	203,915	142,439			
RCOC Public Hearing 4/23/25	71.20%	13,898	9,890	Goal	%	# Attained
RCOC 7/01/25	71.69%	14,114	10,119	10,510	71.69%	-391
Analysis of Public Hearing	RCOC % o	f DD pop	6.82%	RCOC % o	of own home	6.94%



	Total		Adults		Goal
	Adults		Residing Own		Number
	Status 2	Goal	Home - Parent	%	Attained
Jul-24	13,672	9,872	9,708	71.01%	-164
Aug-24	13,710	9,872	9,743	71.06%	-129
Sep-24	13,748	9,872	9,775	71.01%	-97
Oct-24	13,804	9,872	9,822	71.15%	-50
Nov-24	13,853	9,872	9,859	71.17%	-13
Dec-24	13,893	9,872	9,912	71.35%	40
Jan-25	13,920	9,872	9,941	71.42%	69
Feb-25	13,946	9,872	9,961	71.43%	89
Mar-25	14,004	9,872	10,010	71.48%	138
Apr-25	14,057	9,872	10,056	71.54%	184
May-25	14,080	10,510	10,086	71.63%	-424
Jun-25	14,114	10,510	10,119	71.69%	-391



Progress: D. During public meetings, RCOC had 489, or 3.50%, of adults residing in supported living.

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

	Percentage	Total Adults Status 2	Adults Residing in Supported Living			
Statewide Average	4.70%	203,915	9,477			
RCOC Public Hearing 4/23/25	3.50%	13,898	489	Goal	%	# Attained
RCOC 7/01/25	3.46%	14,114	488	505	3.46%	-17
Analysis of Public Hearing	RCOC % o	f DD pop	6.82%	RCOC %	of SL pop	5.16%

	Total		Adults Residing		Below Goal
	Adults		Supported		Number
	Status 2	Goal	Living	%	Attained
Jul-24	13,672	510	492	3.60%	-18
Aug-24	13,710	510	492	3.59%	-18
Sep-24	13,748	510	488	3.55%	-22
Oct-24	13,804	510	491	3.56%	-19
Nov-24	13,853	510	493	3.56%	-17
Dec-24	13,893	510	491	3.53%	-19
Jan-25	13,920	510	491	3.53%	-19
Feb-25	13,946	510	496	3.56%	-14
Mar-25	14,004	510	492	3.51%	-18
Apr-25	14,057	510	487	3.46%	-23
May-25	14,080	505	486	3.45%	-19
Jun-25	14,114	505	488	3.46%	-17



Progress: E. During public meetings, RCOC had 11,446, or 82.40%, 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).

		Total Adults	Total Number Adults in			
	Percentage	Status 2	Home Settings			
Statewide Average	84.20%	203,915	171,616			
RCOC Public Hearing 4/23/25	82.40%	13,898	11,446	Goal	%	# Attained
RCOC 7/01/25	82.42%	14,114	11,633	12,087	82.42%	-454
Analysis of Public Hearing	RCOC % o	of DD pop	6.82%	RCOC %	of Home	6.67%

					Below Goal
	Total Adults Status 2	Goal	Total Number Adults in Home Settings	%	Number Attained
Jul-24	13,672	11,418	11,223	82.09%	-195
Aug-24	13,710	11,418	11,262	82.14%	-156
Sep-24	13,748	11,418	11,290	82.12%	-128
Oct-24	13,808	11,418	11,345	82.19%	-128
Nov-24	13,853	11,418	11,388	82.21%	-30
Dec-24	13,893	11,418	11,435	82.31%	17
Jan-25	13,920	11,418	11,464	83.26%	46
Feb-25	13,946	11,418	11,486	83.26%	68
Mar-25	14,004	11,418	11,540	82.41%	122
Apr-25	14,057	11,418	11,586	82.42%	168
May-25	14,080	12,087	11,605	82.42%	-482
Jun-25	14,114	12,087	11,633	82.42%	-454



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

Planned Activities

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

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

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



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

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

		Total Children Status	Children Residing in CCF 7+			
	Percentage	1&2	Beds			
Statewide Average	0.01%	252,861	14			
RCOC Public Hearing 4/23/25	0.00%	13,137	0	Goal	%	# Attained
RCOC 7/01/25	0.01%	13,593	1	0	0.01%	-1
Analysis of Public Hearing	RCOC % o	f DD pop	5.20%	RCOC %	of CCF 7+	0.00%



	Total		Children Residing		Below Goal
	Children		CCF 7+		Number
	Status 1&2	Goal	Beds	%	Attained
Jul-24	12,779	0	0	0.00%	0
Aug-24	12,828	0	0	0.00%	0
Sep-24	12,893	0	0	0.00%	0
Oct-24	12,995	0	0	0.00%	0
Nov-24	13,044	0	0	0.00%	0
Dec-24	13,157	0	0	0.00%	0
Jan-25	13,179	0	0	0.00%	0
Feb-25	13,179	0	0	0.00%	0
Mar-25	13,297	0	1	0.01%	-1
Apr-25	13,429	0	1	0.01%	-1
May-25	13,510	0	1	0.01%	-1
Jun-25	13,593	0	1	0.01%	-1



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

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

	Percentage	Total Children Status 1&2	Children Residing in an ICF 7+ beds			
Statewide Average	0.02%	252,861	32			
RCOC Public Hearing 4/23/25	0.00%	13,137	0	Goal	%	# Attained
RCOC 7/01/25	0.00%	13,593	0	0	0.00%	0
Analysis of Public Hearing	RCOC % o	f DD pop	5.20%	RCOC %	of ICF 7+	0.00%



	1 otai		Residing		
	Children		ICF 7+		Number
	Status 1&2	Goal	Beds	%	Attained
Jul-24	12,779	0	0	0.00%	0
Aug-24	12,828	0	0	0.00%	0
Sep-24	12,893	0	0	0.00%	0
Oct-24	12,995	0	0	0.00%	0
Nov-24	13,044	0	0	0.00%	0
Dec-24	13,157	0	1	0.01%	-1
Jan-25	13,179	0	0	0.00%	0
Feb-25	13,179	0	0	0.00%	0
Mar-25	13,297	0	0	0.00%	0
Apr-25	13,429	0	0	0.00%	0
May-25	13,510	0	0	0.00%	0
Jun-25	13,593	0	0	0.00%	0

Children

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.

		Total	Children			
		Children	Residing in			
		Status	a Nursing			
	Percentage	1&2	Facility			
Statewide Average	*	252,861	*			
RCOC Public Hearing 4/23/25	0.00%	13,137	0	Goal	%	# Attained
RCOC 7/01/25	0.00%	13,593	0	0	0.00%	0
Analysis of Public Hearing	RCOC % o	f DD pop	5.20%	RCOC	% of NF	

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



			Children Residing in		Met Goal
	Total Children Status 1&2	Goal	a Nursing Facility (NF)	%	Number Attained
Jul-24	12,779	0	0	0.00%	0
Aug-24	12,828	0	0	0.00%	0
Sep-24	12,893	0	0	0.00%	0
Oct-24	12,995	0	0	0.00%	0
Nov-24	13,044	0	0	0.00%	0
Dec-24	13,157	0	0	0.00%	0
Jan-25	13,179	0	0	0.00%	0
Feb-25	13,179	0	0	0.00%	0
Mar-25	13,297	0	0	0.00%	0
Apr-25	13,429	0	0	0.00%	0
May-25	13,510	0	0	0.00%	0
Jun-25	13,593	0	0	0.00%	0



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

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

Statewide Average	Percentage 0.03%	Total Children Status 1&2 252,861	Total Children Residing in a 7+ Bed Facility 49			
RCOC Public Hearing 4/23/25	0.00%	13,137	0	Goal	%	# Attained
RCOC 7/01/25	0.00%	13,593	1	0	0.01%	-1
Analysis of Public Hearing	RCOC % o	f DD pop	5.20%	RCOC %	6 7+ Bed	0.00%



	Total		Children		Goal
	Children		Residing in		Number
	Status 1&2	Goal	7+ Bed	%	Attained
Jul-24	12,779	0	0	0.00%	0
Aug-24	12,828	0	0	0.00%	0
Sep-24	12,893	0	0	0.00%	0
Oct-24	12,995	0	0	0.00%	0
Nov-24	13,044	0	0	0.00%	0
Dec-24	13,157	0	0	0.01%	-1
Jan-25	13,179	0	0	0.00%	0
Feb-25	13,179	0	0	0.00%	0
Mar-25	13,297	0	1	0.01%	-1
Apr-25	13,429	0	1	0.01%	-1
May-25	13,510	0	1	0.01%	-1
Jun-25	13,593	0	1	0.01%	-1

Total



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

Planned Activities

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

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

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



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

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

	Percentage	Total Adults Status 2	Adults in CCF 7+ Beds			
Statewide Average	0.67%	203,915	1,284			
RCOC Public Hearing 4/23/25	0.80%	13,898	112	Goal	%	# Attained
RCOC 7/01/25	0.70%	14,114	99	106	0.70%	7
Analysis of Public Hearing	RCOC % o	f DD pop	6.82%	RCOC % A	dult 7+ CCF	8.72%

	Total		Adults Residing		E	Met or exceeded Goal
	Adults Status 2	Goal	in CCF 7+ Beds	%	Number Attained	
Jul-24	13,672	112	111	0.81%	1	
Aug-24	13,710	112	113	0.82%	-1	
Sep-24	13,748	112	114	0.83%	-2	
Oct-24	13,804	112	113	0.82%	-1	
Nov-24	13,853	112	112	0.81%	0	
Dec-24	13,893	112	112	0.81%	0	
Jan-25	13,920	112	112	0.80%	0	
Feb-25	13,946	112	112	0.80%	0	
Mar-25	14,004	112	112	0.80%	0	
Apr-25	14,057	112	109	0.77%	3	
May-25	14,080	106	101	0.72%	5	
Jun-25	14,114	106	99	0.70%	7	



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

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

			Adults			
		Total	Residing			
		Adults	ICF 7+			
	Percentage	Status 2	Beds			
Statewide Average	0.41%	203,915	705			
RCOC Public Hearing 4/23/25	0.10%	13,898	15	Goal	%	# Attained
RCOC 7/01/25	0.11%	14,114	15	13	0.11%	-2
Analysis of Public Hearing	RCOC % of	f DD pop	6.82%	RCOC %	6 ICF 7+	2.13%



-	Total		Residing		Name
	Adults Status 2	Goal	ICF 7+ Beds	%	Number Attained
Jul-24	13,672	7	14	0.10%	-7
Aug-24	13,710	7	14	0.10%	-7
Sep-24	13,748	7	15	0.11%	-8
Oct-24	13,804	7	15	0.11%	-8
Nov-24	13,853	7	14	0.10%	-7
Dec-24	13,893	7	15	0.10%	-8
Jan-25	13,920	7	15	0.11%	-8
Feb-25	13,946	7	15	0.11%	-8
Mar-25	14,004	7	15	0.11%	-8
Apr-25	14,057	7	17	0.12%	-10
May-25	14,080	13	17	0.12%	-4
Jun-25	14,114	13	15	0.11%	-2

Adults

Below Goal



Progress: C. During public meetings, RCOC had 77, or 0.56%, of adults residing in a nursing facility (NF). Placements to nursing facilities are at family reqest and/or due to medical or specialized services.

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

	Domontogo	Total Adults	Adults Residing			
Statewide Average	Percentage 0.40%	Status 2 203,915	in NF 874			
RCOC Public Hearing 4/23/25	0.56%	13,898	77	Goal	%	# Attained
RCOC 7/01/25	0.51%	14,114	72	72	0.51%	0
Analysis of Public Hearing	RCOC %	DD pop	6.82%	RCOC	% NF	8.81%

	Total Adults	G 1	Adults Residing	0./	Number
	Status 2	Goal	in NF	%	Attained
Jul-24	13,672	75	78	0.57%	-3
Aug-24	13,710	75	76	0.55%	-1
Sep-24	13,748	75	80	0.58%	-5
Oct-24	13,804	75	78	0.58%	-3
Nov-24	13,853	75	82	0.59%	-7
Dec-24	13,893	75	78	0.56%	-3
Jan-25	13,920	75	79	0.57%	-4
Feb-25	13,946	75	78	0.56%	-3
Mar-25	14,004	75	77	0.55%	-2
Apr-25	14,057	75	75	0.53%	0
May-25	14,080	72	72	0.51%	0
Jun-25	14,114	72	72	0.51%	0

Goal



Progress: D. During public meetings, RCOC had 205, or 1.50%, of adults residing in a facility with 7+ beds. Placements to 7+ bed facilities are at family request and/or due to specialized services.

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

Statewide Average	Percentage 1.40%	Total Adults Status 2 203,915	Total Adults Residing in 7+ Bed 2,863			
		ŕ	· ·			
RCOC Public Hearing 4/23/25	1.50%	13,898	205	Goal	%	# Attained
RCOC 7/01/25	1.32%	14,114	186	191	1.32%	5
Analysis of Public Meeting	RCOC % of DD pop		6.82%	RCOC % 7+ Bed		7.16%



			Adults	_	E	xceeded Goal
	Total		Residing			
	Adults		in 7+		Number	
	Status 2	Goal	Beds	%	Attained	
Jul-24	13,672	194	203	1.45%	-11	
Aug-24	13,710	194	203	1.48%	-9	
Sep-24	13,748	194	209	1.52%	-15	
Oct-24	13,808	194	206	1.49%	-12	
Nov-24	13,853	194	208	1.94%	-14	
Dec-24	13,893	194	205	1.48%	-11	
Jan-25	13,920	194	206	1.48%	-12	
Feb-25	13,946	194	205	1.47%	-11	
Mar-25	14,004	194	204	1.46%	-10	
Apr-25	14,057	194	201	1.43%	-7	
May-25	14,080	191	190	1.35%	1	
Jun-25	14,114	191	191	1.32%	5	

Total

Met or



V. Intake Duration

Planned Activities

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

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

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



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

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

			Total #		
		Total #	Over Age 3		
		Age 3 or	with <=120		
	Percentage	Over	Days		
RCOC Public Hearing 4/23/25	100%	330	330	Goal	% Attained
RCOC 7/01/25	100.00%	547	547	100%	100.00%



	Total Number Individuals Age 3 or Over	Goal	Total Number Individuals Over Age 3 with <=120 Days	% Attained
Jul-24	319	100%	319	100%
Aug-24	326	100%	326	100%
Sep-24	321	100%	321	100%
Oct-24	305	100%	305	100%
Nov-24	328	100%	328	100%
Dec-24	330	100%	330	100%
Jan-25	354	100%	354	100%
Feb-25	426	100%	422	99%
Mar-25	444	100%	444	100%
Apr-25	480	100%	478	99.58%
May-25	543	100%	541	99.63%
Jun-25	547	100%	547	100%

Met Goal



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.

			Total		
		Total	Number of		
		Number	Individuals		
		Individual	Over Age 3		
		s Age 3	With 121-		
	Percentage	and Over	240 Days		
RCOC Public Hearing 4/23/25	0.00%	330	0	Goal	% Attained
RCOC 7/01/25	0.00%	547	0	0%	0.00%



-	Total Number of Individuals Age 3 or		Number Individuals Over Age 3 With 121-	
	Over	Goal	240 Days	%
Jul-24	319	0%	0	0%
Aug-24	326	0%	0	0%
Sep-24	321	0%	0	0%
Oct-24	305	0%	0	0%
Nov-24	328	0%	0	0%
Dec-24	330	0%	0	0%
Jan-25	354	0%	0	0%
Feb-25	426	0%	1	0.23%
Mar-25	444	0%	0	0%
Apr-25	480	0%	0	0%
May-25	543	0%	1	0.18%
Jun-25	547	0%	0	0%

Total

Met Goal



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.

			Total		
		Total	Number		
		Number	Individuals		
		Individual	Over Age 3		
		s Age 3 or	Over 240		
	Percentage	Over	Days		
RCOC Public Hearing 4/23/25	0%	330	0	Goal	% Attained
RCOC 7/01/25	0.00%	547	0	0%	0.00%



	Total Number Individuals		Number Individuals Over Age 3	
	Age 3 or Over	Goal	Over 240 Days	% Attained
Jul-24	319	0%	0	0%
Aug-24	326	0%	0	0%
Sep-24	321	0%	0	0%
Oct-24	305	0%	0	0%
Nov-24	328	0%	0	0%
Dec-24	330	0%	0	0.00%
Jan-25	354	0%	0	0.00%
Feb-25	426	0%	3	0.70%
Mar-25	444	0%	0	0.00%
Apr-25	480	0%	2	0.42%
May-25	543	0%	1	0.18%
Jun-25	547	0%	0	0.00%

Total

Met

Goal



VI. National Core Indicators (NCI) Employment

Planned Activities

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

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

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

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

	Percentage	
RCOC FY 2011-12	46%	Goal
RCOC FY 2014-15	47%	50%
RCOC FY 2017-18	43%	65%



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

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

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

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

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

Fiscal Year	Hours Week	Wage
2017-18	23.5	\$11.31
2018-19	21	\$12.06
2019-20	22	\$13.06
2020-21	20	\$14.40
2022-2023	20.6	\$16.11



VII. Employment Development Department (EDD) Employment

Planned Activities

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

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

Progress: A. Results from the Employment Development Department (EDD) conducted in 2022 indicate that 1,965 persons served ages 16-64 had earned income. In 2023 2,269 persons served ages 16-64 had earned income.

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



		Statewide
	RCOC	Avg.
2018	3,346	1,311
2019	2,335	1,341
2020	1,726	1,082
2021	1,839	1,317
2022	1,965	1,428
2023	2,269	1,583



Progress: B. Results from the EDD in 2022 indicate that 14.5% of persons served ages 16-64 reported having earned income. In 2023, the percentage of persons served ages 16-64 reporting earned income increased to 15.5%.

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

		Statewide
	RCOC	Avg.
2019	21%	17.3%
2020	19.5%	15.7%
2021	13.9%	14.2%
2022	14.5%	15.0%
2023	15.5%	15.2%

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

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

		Statewide
	RCOC	Avg.
2019	\$7,596	\$8,820
2020	\$6,936	\$8,952
2021	\$11,076	\$11,892
2022	\$12,900	\$13,200
2023	\$13,920	\$14,256



Progress: D. In FY 2016-17, RCOC began working with service providers to place individuals into Paid Internship Program (PIP) opportunities to help develop employment interests and lead into CIE opportunites. In 2020-21 RCOC had 0 individuals within a PIP that resulted in employment, and for 2022-23 that number increased to 8 individuals.

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

	Total
2018-19	
2019-20	
2020-21	
2022-23	8

Progress: E. RCOC will obtain data related to the overall percentage of adults participating in a paid internship who transition into a competitive employment setting. This program began in FY 2016-17. In FY 2020-21, 0% of adults transitioned from an Internship to Competitive Employment. in 2022-23 9% of adults transitioned into CIE.

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

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

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

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

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



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

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

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



Progress: A. Review of fiscal year 2017-18 purchase of service data and client master file (CMF) for initial data source. Fiscal year 2023-2024 data reflects either an increase or decrease in services and expenditures related to disparity criteria.

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

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

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



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



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

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

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

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



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



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

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

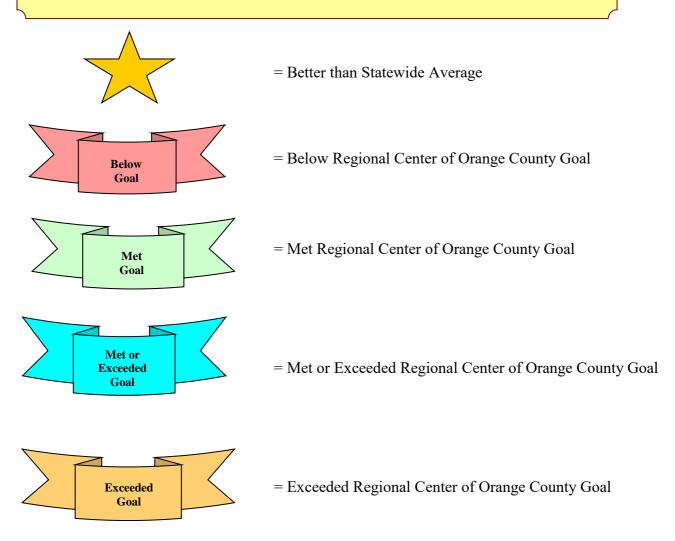
Fiscal Year 2023-2024 Primary Language All Ages	Total Persons	Total Authorized Services Per Capita Expenditures		Utilized
Chinese	89	\$1,871,887	\$14,234	67.7%
English	22,915	\$789,858,234	\$23,259	67.5%
Spanish	4,861	\$91,768,371	\$10,930	55.8%
Vietnamese	1,078	\$20,887,583	\$11,974	61.8%
All Other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



Performance Contract Summary

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RCOC as of 8/01/2025	All	RCOC #	Goal	Percentage	# Attained
Children in Foster Homes (FH)	13,730	193	220	1.41%	-27
Children Own Home Parent/Guardian	13,730	13,482	13,720	98.19%	-238
Total # Children (FH,Parent/Guardian)	13,730	13,675	13,940	99.60%	-265
Adult FHA	14,172	70	90	0.49%	-20
Independent Living (IL)	14,172	948	982	6.69%	-34
Adults Residing Own Home - Parent	14,172	10,173	10,510	71.78%	-337
Supported Living (SL)	14,172	492	505	106.00%	-13
Total # Adults (FHA, IL, Parent/Guardian, SL)	14,172	11,683	12,087	184.97%	-404
Children Residing in a CCF (7+ beds)	13,730	0	0	0.33%	0
Children Residing in a ICF (7+ beds)	13,730	0	0	0%	0
Children Residing in a Nursing Facility (7+ beds	13,730	0	0	0%	0
Total Children Residing in 7+ bed facilities	13,730	0	0	99.67%	0
Adults Residing in a CCF (7+ beds)	14,172	98	106	0.69%	8
Adults Residing in a ICF (7+ beds)	14,172	14	13	0.10%	-1
Adults Residing in a Nursing Facility (7+ beds)	14,172	70	72	0.49%	2
Total Adults Residing in 7+ bed facilities	14,172	182	191	1.28%	9
Total Individuals Over Age 3 with <=120 days	537	537	100%	100.00%	100.00%
Total Individuals Over Age 3 with 121-240 days	537	0	0%	0.00%	0.00%
Total Individuals Over Age 3 Over 240 days	537	0	0%	0.00%	0.00%
Adults with Integrated Employment Goal	14,172	43%	65%		
Total Number of Incentive Payments Made	14,172	342			
Avg. Wage per Hour After Incentive Payment	14,172	\$16.11			
Number of Persons Served with Earned Income	14,172	2,269			
Percentage of 16-64 Earned Income	14,172	15.5%			
Annual Earnings of 16-64	14,172	\$13,920			
Number of Adults in CIE After Paid Intern	14,172	8			
Percentage Adults Transitioned Internship to CIF	14,172	9%			
Total Annual Expenditures Race/Ethnicity	27,911				





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.



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
Unqualifed 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	96.28%
Intake/Assessment and IFSP (0-2)	99.52%
IPP development biennial	Annual, 99.46
IFSP development	69.28%



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

Planned Activities

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

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



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

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

	Percentage	All Children	Children in FH				
Statewide Average	2.20%	252,861	5,676	Goal	%	# Attained	
RCOC Public Hearing 4/23/25	1.80%	13,137	242	Goal	70	# Attained	
RCOC 8/01/25	1.41%	13,730	193	220	1.41%	-27	
Analysis as of Public Hearing	RCOC %	of DD pop.	5.20%	RCOC %	of FH pop.	4.26%	

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

Below

Goal



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

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

	%	All Children	Children in own home Parent/ Guardian			
Statewide Average	97.47%	252,861	246,467			
RCOC Public Hearing 4/23/25	97.85%	13,137	12,854	Goal	%	# Attained
RCOC 8/01/25	98.19%	13,730	13,482	13,720	98.19%	-238
Analysis as of Public Hearing	RCOC %	of DD pop.	5.20%	RCOC %	of Home	97.85%



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



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

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

			Total			
			Number			
		All	Children in			
	%	Children	Homes			
Statewide Average	99.70%	252,861	252,143			
RCOC Public Hearing 4/23/25	99.70%	13,137	13,096	Goal	%	# Attained
RCOC 8/01/25	99.60%	13,730	13,675	13,940	99.60%	-265
Analysis of Public Hearing	RCOC %	of DD pop	5.20%	RCOC 9	% Homes	95.77%

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



II. Adults Residing in Home Settings

Planned Activities

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

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

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



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

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

	Percentage	Total Adults Status 2	Adults in FHA			
Statewide Average	0.70%	203,915	1,484			
RCOC Public Hearing 4/23/25	0.70%	13,898	91	Goal	%	# Attained
RCOC 8/01/25	0.49%	14,172	70	90	0.49%	-20
Analysis as of Public Hearing	RCOC % o	f DD pop	6.82%	RCQC %	of FHA pop	6.13%

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



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

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

	Percentage	Total Adults Status 2	Adults in Independent Living			
Statewide Average	8.90%	203,915	18,216			
RCOC Public Hearing 4/23/25	7.00%	13,898	976	Goal	%	# Attained
RCOC 8/01/25	6.69%	14,172	948	982	6.69%	-34
Analysis of Public Hearing	RCOC % o	f DD pop	6.82%	RCOC %	of IL pop	5.36%

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



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

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

		Total Adults	Adults Residing Own			
	Percentage	Status 2	Home - Parent			
Statewide Average	69.90%	203,915	142,439			
RCOC Public Hearing 4/23/25	71.20%	13,898	9,890	Goal	%	# Attained
RCOC 8/01/25	71.78%	14,172	10,173	10,510	71.78%	-337
Analysis of Public Hearing	RCOC % o	f DD pop	6.82%	RCOC % o	of own home	6.94%



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



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

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

	Percentage	Total Adults Status 2	Adults Residing in Supported Living			
Statewide Average	4.70%	203,915	9,477			
RCOC Public Hearing 4/23/25	3.50%	13,898	489	Goal	%	# Attained
RCOC 8/01/25	3.47%	14,172	492	505	3.47%	-13
Analysis of Public Hearing	RCOC % o	f DD pop	6.82%	RCOC %	of SL pop	5.16%

	Total		Adults Residing			Below Goal
	Adults	G 1	Supported	0.7		mber
	Status 2	Goal	Living	%	Att	ained
Jul-25	14,172	505	492	3.47%	-	13
Aug-25		505				
Sep-25		505				
Oct-25		505				
Nov-25		505				
Dec-25		505				
Jan-26		505				
Feb-26		505				
Mar-26		505				
Apr-26		505				
May-26		505				
Jun-26		505				



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

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

		Total Adults	Total Number Adults in			
	Percentage	Status 2	Home Settings			
Statewide Average	84.20%	203,915	171,616			
RCOC Public Hearing 4/23/25	82.40%	13,898	11,446	Goal	%	# Attained
RCOC 8/01/25	82.44%	14,172	11,683	12,087	82.44%	-404
Analysis of Public Hearing	RCOC % o	f DD pop	6.82%	RCOC %	of Home	6.67%

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



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

Planned Activities

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

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

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



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

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

		Total Children	Children Residing in			
		Status	CCF 7+			
	Percentage	1&2	Beds			
Statewide Average	0.01%	252,861	14			
RCOC Public Hearing 4/23/25	0.00%	13,137	0	Goal	%	# Attained
RCOC 8/01/25	0.00%	13,730	0	0	0.00%	0
Analysis of Public Hearing	RCOC % o	f DD pop	5.20%	RCOC %	of CCF 7+	0.00%



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



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

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

		Total Children Status	an ICF 7+			
	Percentage	1&2	beds			
Statewide Average	0.02%	252,861	32			
RCOC Public Hearing 4/23/25	0.00%	13,137	0	Goal	%	# Attained
RCOC 8/01/25	0.00%	13,730	0	0	0.00%	0
Analysis of Public Hearing	RCOC % o	f DD pop	5.20%	RCOC %	of ICF 7+	0.00%



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

Children

Met



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.

		Total	Children			
		Children	Residing in			
		Status	a Nursing			
	Percentage	1&2	Facility			
Statewide Average	*	252,861	*			
RCOC Public Hearing 4/23/25	0.00%	13,137	0	Goal	%	# Attained
RCOC 8/01/25	0.00%	13,730	0	0	0.00%	0
Analysis of Public Hearing	RCOC % o	f DD pop	5.20%	RCOC 9	% of NF	0.00%

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



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



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

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

Statewide Average	Percentage 0.03%	Total Children Status 1&2 252,861	Total Children Residing in a 7+ Bed Facility 49			
RCOC Public Hearing 4/23/25	0.00%	13,137	0	Goal	%	# Attained
RCOC 8/01/25	0.01%	13,730	0	0	0.00%	0
Analysis of Public Hearing	RCOC % of	f DD pop	5.20%	RCOC %	% 7+ Bed	0.00%



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



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

Planned Activities

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

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

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



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

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

	Percentage	Total Adults Status 2	Adults in CCF 7+ Beds			
Statewide Average	0.67%	203,915	1,284			
RCOC Public Hearing 4/23/25	0.80%	13,898	112	Goal	%	# Attained
RCOC 8/01/25	0.69%	14,172	98	106	0.69%	8
Analysis of Public Hearing	RCOC % o	f DD pop	6.82%	RCOC % A	dult 7+ CCF	8.72%

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

Met Goal



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

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

			Adults			
		Total	Residing			
		Adults	ICF 7+			
	Percentage	Status 2	Beds			
Statewide Average	0.41%	203,915	705			
RCOC Public Hearing 4/23/25	0.10%	13,898	15	Goal	%	# Attained
RCOC 8/01/25	0.10%	14,172	14	13	0.10%	-1
Analysis of Public Hearing	RCOC % o	f DD pop	6.82%	RCOC %	% ICF 7+	2.13%



•	Total Adults		Residing ICF 7+	0.4	Number
	Status 2	Goal	Beds	%	Attained
Jul-25	14,172	13	14	0.10%	-1
Aug-25		13			
Sep-25		13			
Oct-25		13			
Nov-25		13			
Dec-25		13			
Jan-26		13			
Feb-26		13			
Mar-26		13			
Apr-26		13			
May-26		13		_	
Jun-26		13			

Adults

Below Goal



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

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

		Total Adults	Adults Residing			
	Percentage	Status 2	in NF			
Statewide Average	0.40%	203,915	874			
RCOC Public Hearing 4/23/25	0.60%	13,898	77	Goal	%	# Attained
RCOC 8/01/25	0.49%	14,172	70	72	0.49%	2
Analysis of Public Hearing	RCOC %	DD pop	6.82%	RCOC	% NF	8.81%

	Total Adults Status 2	Goal	Adults Residing in NF	%	Number Attained	
Jul-25	14,172	72	70	0.49%	Attainet 2	1
Aug-25	11,172	72	70	0.1570		
Sep-25		72				
Oct-25		72				
Nov-25		72				
Dec-25		72				
Jan-26		72				
Feb-26		72				
Mar-26		72				
Apr-26		72				
May-26		72				
Jun-26		72				

Met Goal



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

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

			Total Adults			
		Total	Residing			
		Adults	in 7+			
	Percentage	Status 2	Bed			
Statewide Average	1.40%	203,915	2,863			
RCOC Public Hearing 4/23/25	1.50%	13,898	205	Goal	%	# Attained
RCOC 8/01/25	1.28%	14,172	182	191	1.28%	9
Analysis of Public Meeting	RCOC % o	f DD pop	6.82%	RCOC %	% 7+ Bed	7.16%



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

Total

Met



V. Intake Duration

Planned Activities

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

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

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



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

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

			Total #		
		Total #	Over Age 3		
		Age 3 or	with <=120		
-	Percentage	Over	Days		
RCOC Public Hearing 4/23/25	100%	330	300	Goal	% Attained
RCOC 8/01/25	100.00%	537	537	100%	100.00%



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

Total

Met Goal



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.

			Total		
		Total	Number of		
		Number	Individuals		
		Individual	Over Age 3		
		s Age 3	With 121-		
	Percentage	and Over	240 Days		
RCOC Public Hearing 4/23/25	0.00%	330	0	Goal	% Attained
RCOC 8/01/25	0.00%	537	0	0%	0.00%



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

Met Goal



Progress: C. During public meetings, RCOC had 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.

			Total		
		Total	Number		
		Number	Individuals		
		Individual	Over Age 3		
		s Age 3 or	Over 240		
	Percentage	Over	Days		
RCOC Public Hearing 4/23/25	0%	330	0	Goal	% Attained
RCOC 8/01/25	0.42%	537	0	0%	0.00%



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



VI. National Core Indicators (NCI) Employment

Planned Activities

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

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

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

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

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



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

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

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

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

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

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



VII. Employment Development Department (EDD) Employment

Planned Activities

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

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

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

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



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



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

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



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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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



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

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

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

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



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



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

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

Fiscal Year 2023-2024 Birth to 2 Years Ethnicity	Total Persons	Case Management	Percent No Services
American Indian or Alaska	6	2	33.3%
Native			33.373
Asian	931	44	4.7%
Black/African American	94	4	4.3%
Hispanic	2,254	127	5.6%
Native Hawaiian or Other	7	1	14.3%
Pacific Islander	/	1	14.5%
White	1,229	82	6.7%
Other Race/Ethnicity or Multi-	1 120	CO	COV
Cultural	1,130	68	6%
Totals	5,651	328	5.8%

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



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



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

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

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

Regional Center of Orange County Board Recruitment and Training Committee July 14, 2025 Videoconference Minutes

Committee Members Present: Sandy Martin, Chair

Bruce Hall Chinh Nguyen Fernando Peña

Committee Member Absent: Frances Hernandez

Hilda Mendez

RCOC Staff Present: Larry Landauer, Executive Director

Arturo Cazares, Director of Community Services

Bonnie Ivers, Director of Clinical Services

Jennifer Montanez, Director of Case Management

Marta Vasquez, Chief Financial Officer Stacy Wong, Director of Human Resources

Ms. Sandy Martin called the videoconference meeting to order at 5:02 p.m.

I. Board Recruitment

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

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

B. Discuss Recruitment Needs – Review of Board Member Application

The Committee discussed recruitment efforts and reviewed a new Board member application.

II. Board Development and Training

A. Discuss Board Training Schedule and Topics

The Committee reviewed and discussed potential training topics. The Committee requested to survey the Board to determine their preference for future training dates.

Board Recruitment and Training Committee Minutes July 14, 2025

III. Community Forum

No community members were present at the meeting.

Ms. Martin adjourned the meeting at 5:19 p.m.

Recorder: Sandra Lomelí

Regional Center of Orange County Policies and Outcomes Committee July 21, 2025 Videoconference Minutes

Committee Members Present: Meena Chockalingam, Chairperson

Liza Krassner Sandy Martin Jacqueline Nguyen

Committee Members Absent: Bruce Hall

RCOC Staff Members Present: Larry Landauer, Executive Director

Jerrod Bonner, Director of Information Technology Arturo Cazares, Director of Community Services Bonnie Ivers, Director of Clinical Services

Jennifer Montanez, Director of Case Management

Christy Petteruto, General Counsel

Jack Stanton, Associate Director of Housing Marta Vasquez, Chief Financial Officer Stacy Wong, Director of Human Resources

Corporate Counsel Absent: Greg Simonian, Esq.

Ms. Meena Chockalingam called the videoconference meeting to order at 5:46 p.m.

I. Governance Policies

A. Review of the Purchase of Service Policy

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

B. Review of the Start-Up, Gap and Lag Funding Policy

The Committee reviewed and proposed revisions to the policy.

M/S/C to recommend that the Board approve the Start-Up, Gap and Lag Funding Policy as proposed

C. Review of the Policy on Board Membership and Application Process

The Committee reviewed and proposed revisions to the policy.

M/S/C to recommend that the Board approve the Policy on Board Membership and Application Process as proposed

D. Review of the Policy on Resource Development and Procurement

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

E. Initial Review of Draft Document Retention and Destruction Policy

Ms. Christina Petteruto reminded Committee members that as of January 1, 2026, all regional centers are subject to the Public Records Act (PRA). RCOC has revised its Document Retention and Destruction Policy to meet PRA requirements. Committee members will review the revised policy and discuss at the next Committee meeting in October 2025.

II. Draft 2025 Strategic Plan

Mr. Landauer reported that Committee members plan to review the draft 2025 Strategic Plan and discuss at the next Committee meeting in October 2025.

III. Outcomes

A. Person Centered Thinking (PCT) Update

Ms. Jennifer Montanez reported that RCOC continues to offer workshops in English and Spanish on Person-Centered Thinking to families and service providers. The first PCT workshop for service providers took place on June 3, 2025 with about 25 individuals in attendance.

Ms. Montanez also reported that The Learning Community for Person-Centered Practices (TLCPCP) hosted its annual Gathering in Minneapolis, Minnesota. Nine RCOC PCT Trainers attended this year from July 8-10, 2025.

B. Health and Wellness Project Update

Dr. Bonnie Ivers reported that there are no updates.

C. Employment Update

Mr. Arturo Cazares reported that discussions with Kaiser Permanente (KP) Anaheim continue regarding development of additional internship opportunities for the Project SEARCH Program. The KP Irvine cohort is halfway through its program and the Children's Hospital of Orange County (CHOC) will restart its new cohort in March 2026.

RCOC Policies and Outcomes Committee Minutes July 21, 2025

D. Housing Update

Mr. Jack Stanton reported that a new apartment complex in the City of Irvine is on target for completion by December 2025. RCOC has secured five apartment units for persons served but the apartment complex's monthly rate will be unaffordable to those on a fixed income. RCOC submitted a request for funding assistance to reduce the monthly rate through the Department of Developmental Services (DDS), who denied the request.

E. National Core Indicators (NCI) Update

Mr. Landauer reported that the next public presentation on NCI data will be held at the upcoming Board of Directors' meeting on September 4, 2025.

IV. Community Forum

No community members were present.

Ms. Chockalingam adjourned the meeting at 7:04 p.m.

Recorder: Sandra Lomelí

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: September 4, 2025

TO: Board of Directors

FROM: Meena Chockalingam, Chair

Policies and Outcomes Committee

ACTION/CONSENT

DISCUSSION

INFO ONLY

SUBJECT: Approval of Revisions to Policy on Board Membership and Application Process

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 21, 2025, the Policies and Outcomes Committee reviewed the Policy on Board Membership and Application Process.

REASON FOR CURRENT ITEM:

After review, the Policies and Outcomes Committee recommends revisions to the Policy on Board Membership and Application Process, as indicated in the attachment. The proposed changes would make the policy consistent with current board membership requirements set forth in Welfare and Institutions Code Section 4622. The proposed changes require the Board to include persons with management or board governance and financial skills, and remove the requirement for the Board to include persons with public relations skills. Minor grammatical changes are also recommended.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

That the Board approve the revisions to the Policy on Board Membership and Application Process, as presented.

AGENDA ITEM: III.H.1.

XII. POLICY ON BOARD MEMBERSHIP AND APPLICATION PROCESS

A. Membership.

The composition of the Board shall comply with the provisions of the Lanterman Developmental Disabilities Services Act (Lanterman Act). For example, as cited As set forth in Welfare and Institutions Code § 4622:

- a) The governing board shall be composed of individuals with demonstrated interest in, or knowledge of, developmental disabilities.
- b) The membership of the governing board shall include persons with legal, management or board governance, financial public relations, and developmental disability program skills...
- c) The membership of the governing board shall include representatives of the various categories of disability to be served by the regional center.
- d) The governing board shall reflect the geographic and ethnic characteristics of the area to be served by the regional center.
- e) A minimum of 50 percent of the members of the governing board shall be persons with developmental disabilities or their parents or legal guardians. No less than 25 percent of the members of the governing board shall be persons with developmental disabilities.
- f) Members of the governing board shall not be permitted to serve more than seven years within each eight-year period.
- g) (1) The regional center shall provide necessary training and support to these board members to facilitate their understanding and participation, including issues relating to linguistic and cultural competency.
 - (2) As part of its monitoring responsibility, the department shall review and approve the method by which training and support are provided to board members to ensure maximum understanding and participation by board members.
 - (3) Each regional center shall post on its <u>finternet website</u> information regarding the training and support provided to board members.
- h) The governing board may appoint a consumers' advisory committee composed of persons with developmental disabilities representing the various categories of disability served by the regional center.
- i) The governing board shall appoint an advisory committee composed of a wide variety of persons representing the various categories of providers from which the regional center purchases client services. The advisory committee shall provide advice, guidance, recommendations, and technical assistance to the regional

center board in order to assist the regional center in carrying out its mandated functions. The advisory committee shall designate one of its members to serve as a member of the regional center board.

In order to achieve balance and diversity, and comply with the mandates of the Lanterman Act (WIC § 4622), the RCOC Bylaws state that the Board shall consist of no more than nineteen (19) members and it is very desirable that the Board consist of no less than eight (8) members. In addition to the provisions of the Lanterman Act, the Board may also consider for membership persons whose skills include financial, education, community service, public health, and others as appropriate to the needs of its constituencies.

By August 15th of each year, Regional Center of Orange County's (RCOC) governing board shall submit to the Department of Developmental Services (DDS) detailed documentation, as determined by the department, demonstrating that the composition of the board is in compliance with Section 4622 (WIC § 4622.5).

B. Application Process for New Member.

- 1. The Chairperson of the Board shall appoint a Board Recruitment and Training Committee and shall appoint the Chairperson of such committee at the beginning of each fiscal year. The immediate past Chairperson, if still serving, shall serve as a member of the committee, as well as other members of the Board as appointed by the Chairperson.
- 2. Applications shall be available from the Executive Office and on the RCOC Web website. An application shall be provided to anyone upon request. A copy of this Policy on Board Membership and Application Process shall be given to each person with the application and will be available on the RCOC Web-website.
- 3. Applications shall be submitted to the Executive Office and within five (5) business days of receipt of an application, a written acknowledgement will be mailed to the applicant stating that the application has been received.
- 4. The Board Recruitment and Training Committee shall meet at least quarterly to review the applications received for Board membership. As appropriate, one or more of the members of the Board Recruitment and Training Committee will schedule an interview with applicants after reviewing their applications. Other members of the Board as well as Executive Management Staff may be invited to participate in the interview process.
- 5. If, upon consideration of the application, a majority of the Board Recruitment and Training Committee recommends approval of the application, said recommendation shall be forwarded to the Executive Committee for approval. If the Executive Committee recommends approval of the application, it will be sent to the Board for its consideration and action at an upcoming Board meeting. The applicant shall be

sent notice in writing by the Executive Office of the Board Recruitment and Training and Executive Committees' recommendations and invited to attend the next scheduled Board of Directors meeting. If the application is approved by the Board, the applicant's Board term will begin on the date established by the Board when the member is elected.

6. If, upon consideration of the application, a majority of the Board Recruitment and Training Committee does not recommend approval of the application by the Board, the applicant shall be given notice in writing by the Executive Office of said action within five (5) business days of the decision of the Board Recruitment and Training Committee.

C. Exclusions.

- 1. As Board vacancies occur, the composition specified above shall be achieved by recruitment and/or consideration of new applications of persons who are not Board members.
- 2. If the composition of the Board is in jeopardy of being out of compliance with the provisions of Lanterman Act, if Board membership falls below the minimum of eight (8) members, or if the Board has identified a missing, but highly desirable skill set in its composition, the Board Recruitment and Training Committee shall convene immediately and will consider the current applications to fill any vacant positions.
- 3. This Policy shall not apply to a Board member whose term of office expires. When a Board member is eligible for and desires to be considered for Board approval for a new term of office, the Executive Committee will make a decision regarding whether or not the Board member will be recommended for a new term of office and will discuss its decision with the Board member prior to expiration of his or her term of office.
- 4. This Policy shall not apply to the Board member representing the Vendor Advisory Committee. As per the Lanterman Act (WIC § 4622), the Vendor Advisory Committee shall designate one of its members to serve as a member of the regional center board.

GUIDING PRINCIPLES

- The RCOC Board of Directors is representative of, and accountable to its stakeholders and the community it serves.
- The RCOC Board of Directors will possess the highest personal and professional ethics, integrity and values, and be committed to representing the long-term interest of the Orange County community it serves.

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

ACTION X DATE: September 4, 2025 **ACTION/CONSENT** TO: **Board of Directors** DISCUSSION FROM: Meena Chockalingam, Chair INFO ONLY

SUBJECT: Approval of Revisions to Start-Up, Gap and Lag Funding Policy

Policies and Outcomes Committee

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 21, 2025, the Policies and Outcomes Committee reviewed the Start-Up, Gap and Lag Funding Policy.

REASON FOR CURRENT ITEM:

After review, the Policies and Outcomes Committee recommends revisions to the Start-Up, Gap and Lag Funding Policy, as indicated in the attachment. The proposed changes would bring the policy into compliance with the provisions of RCOC's current contract with the Department of Developmental Services (DDS) regarding start-up funding. Proposed language was also added to note that RCOC no longer uses the term "consumer," but it is still contained in RCOC's contract with DDS.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

That the Board approve the revisions to the Start-Up, Gap and Lag Funding Policy, as presented.

AGENDA ITEM: III.H.2.

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 consumers.*
- 3. Supported by contracts with sufficient detail and measurable performance expectations and results.
- 4. Not used for the purchase of a provider's vehicle.
- 5. Not used for the lease of a provider's vehicle unless approved in advance by the Director or designee.
- 4.<u>6.</u> Not used for routine maintenance of a provider's plant or facility or for the purchase, lease or maintenance of a provider's vehicleunless approved in advance by the Director or designee.
- 5-7. 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 use of the

RFP process is not feasible under the specific circumstances and the RCOC Board 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 <u>not</u> 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 4, 2025

TO: Board of Directors

FROM: Meena Chockalingam
Chair, Policies and Outcomes Committee

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 21, 2025, 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 use

of the RFP process is not feasible under the specific circumstances and the RCOC Board 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

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: September 4, 2025

TO: Board of Directors

FROM: Meena Chockalingam
Chair, Policies and Outcomes Committee

ACTION/CONSENT

DISCUSSION
INFO ONLY X

SUBJECT: Purchase of Service Policy

BACKGROUND:

The Policies and Outcomes Committee is charged with reviewing and/or drafting policies that are necessary to meet the organization's Mission. The Committee is also charged with annually or biennially reviewing policies for their continued usefulness and clarity. At its meeting on July 21, 2025, the Policies and Outcomes Committee reviewed the Purchase of Service Policy.

REASON FOR CURRENT ITEM:

The Policies and Outcomes Committee did not recommend any revisions to the Purchase of Service Policy.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

This is an information item; no action is required.

VI. PURCHASE OF SERVICE POLICY

It is the intent of the Lanterman Developmental Disabilities Services Act (Welfare & Institutions Code (WIC) § 4500 et seq.) (Lanterman Act) that regional centers assist their persons served with developmental disabilities and their families in securing specialized services and supports which maximize opportunities and choices in living, working, learning and recreating in the community.

Services and supports for the person served shall be identified through the Multidisciplinary/ Planning Team process which shall include at a minimum, the person served, the service coordinator and, when appropriate, the person's parents, legal guardian and/or conservator.

For those persons in the Self-Determination Program (SDP), they will have a specific budget to purchase the services and supports necessary to implement their Individual Program Plan (IPP). Within the parameters set forth in the Lanterman Act, SDP participants may choose their services and pick which providers deliver those services. SDP participants are responsible for staying within their annual budget.

In identifying those services and supports to be included in the IPP, the Multidisciplinary/Planning Team shall be guided by:

- The needs and preferences of the person served and family.
- The promotion of community integration which will assist the person served to lead a more independent, productive, and normal life in a stable, safe and healthy environment.
- The least restrictive environment.
- Utilization of existing natural supports (e.g., family, friends, coworkers), circles of support, generic resources, and private resources when applicable.

In accordance with the Lanterman Act and Early Start program, services and supports may be purchased under the following circumstances:

- Services and supports are provided within the framework of the Regional Center of Orange County (RCOC) Guiding Principles.
- The service and/or support has been identified in the Individual Program Plan/Person Centered Plan (IPP/PCP) or the Individualized Family Service Plan (IFSP), by the Multidisciplinary/Planning Team, as necessary to accomplish all or part of the IPP or IFSP.
- The need for the service and/or support is related to the person's developmental disability as per the Lanterman Act.

- The need for the services and/or supports is related to the person's developmental delay(s) or established risk conditions as per the California Early Intervention Services Act (California Government Code, Title 14, California Early Intervention Services Act, Chapter 4, Eligibility, Section 95014(a)(1)-(3)).
- Authorization for the service and/or support has been authorized by RCOC prior to the provision of services.
- All funding sources, both generic and private, when applicable, have been sought and fully utilized.
- Circles of support and natural supports have been considered and utilized, when appropriate.
- The provider of the service and/or support is vendored with RCOC or another regional center, and funding is not otherwise precluded.
- The cost of providing services and supports of comparable quality by different providers, if available, shall be reviewed, and the least costly available provider of comparable cost, including the cost of transportation, who is able to accomplish all or part of the person's individual program plan, consistent with the particular needs of the person served and family as identified in the individual program plan, shall be selected. (WIC §4648 (a)(6)(D))

Previously authorized services and supports may be renewed or continued if the above criteria continue to be met as well as:

• There is agreement among the members of the Multidisciplinary/Planning Team that reasonable progress toward objectives has been made as a result of the service and/or support, and the need for the service/support continues to exist (WIC §4648(a)(7)).

RCOC will not authorize funding for any form of therapy, devices, drugs, or services which are considered by recognized professionals to be experimental or which may be potentially harmful to the person served. (WIC §4648(a)(16); WIC §4502(b)(8); Title 17 §50510 (a)(9)).

In addition to the above, RCOC staff shall refer to RCOC's Purchase of Service Guidelines when authorizing a service request on behalf of a person served. Although specific service and support categories have been identified (e.g., respite, day care and transportation), the individualized service needs of each person served cannot always be anticipated. On a case-by-case basis, exceptions may be made to RCOC's Purchase of Service Guidelines. In these circumstances, the need for the service/support shall be documented and approval for the service/support shall be time limited.

The Multidisciplinary/Planning Team process by which the person's service and support needs are identified is a collaborative process, and every effort will be made by RCOC staff to assist the person served and family to identify alternative resources or other options for

those services and supports which cannot be authorized by RCOC. Every effort will be made to resolve any differences. Should a disagreement exist regarding the provision or funding of a particular service or support based on RCOC's criteria, professional opinion, or best practice, then the person served, family, or authorized representative shall be advised by RCOC's staff of their rights to a local informal meeting, mediation, or due process/fair hearing.

GUIDING PRINCIPLES

- Persons served make decisions about all aspects of their lives.
- 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.
- 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.
- Service coordinators inform families of their rights and the services and supports available to them.
- Person-centered planning is based upon choices and preferences and the identification of generic resources and natural supports.
- 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 Vendor Advisory Committee June 10, 2025 Videoconference Minutes

Members: Adult Behavior Management Programs

Chair, Ryan Perez, present Co-Chair, Katie Bruellet, present

Adult Day Programs

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

Adult Family Home/Foster Family Agency

Chair, Janeth McDonough, present Co-Chair, Alexandra Rasey-Smith, present

Behavior Services

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

Community Care Facilities

Chair, Jorge Lozano, present Co-Chair, Omar Tawfik, present

Early Intervention

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

Habilitation

Chair, Marina Margaryan, present Co-Chair, Jodean Hudson, absent

Independent/Supported Living

Chair, Christine Molina, absent Co-Chair, Ana Sandoval, present

Intermediate Care Facilities

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

Support Services/Allied Health

Chair, Kelly Araujo, present Co-Chair, Michael Toliver, present

Liaisons: CalOptima

Hannah Kim, absent

Orange County Transit Authority

Melissa Mungia, absent

RCOC Staff Present: Larry Landauer, Executive Director

Liliana Castillo, Accounting Manager - Vendorization Valeria De Los Angeles, Accounting Supervisor - Payables

Nancy Franco, Accounting Manager - Operations

Wayed Kabir, Peer Advocate
Bonnie Ivers, Clinical Director
Araceli Mendez, Early Start Manager
Jennifer Montanez, Director of Case Management
Julie Rodriguez, Accounting Supervisor – Systems
Marta Vasquez, Chief Financial Officer
Laurel Warren, Quality Assurance Coordinator
Sean Watson, Associate Director of Risk Management

Call to Order

Mr. Rick Perez welcomed all attendees and called the videoconference meeting to order at 2:01 p.m.

I. RCOC Update

Mr. Landauer reviewed the Governor's May Revise for the FY 2025-26 budget, which includes proposed reductions in funds to the Department of Developmental Services (DDS). The reduction in funds for DDS includes, the Provider Mandates for Quality Incentive Payment Eligibility, Service Provider Rate Reform Hold Harmless Provision, Self-Determination Program, Regional Centers Direct Service Professional Workforce Training and Development, Porterville Developmental Center Ongoing Savings, Implicit Bias Training and Health and Safety Wavier Assistance.

Mr. Landauer also reported that there is a projected surplus statewide Purchase of Service (POS) Expenditures for Fiscal Year 2024-25.

A. Vendorization Update

Ms. Liliana Castillo reported that the Early Start Vendor Workbooks for service codes 116 and 117 were emailed on Tuesday, June 3, 2025, to the individual listed on the Disclosure Statement (DS 1891). If you have not received your workbook, please email vendorization@rcocdd.com.

Ms. Castillo stated that the updated rates for the Family Home Agency service code 904 will be reflected on the June 2025 invoice. Retroactive payments will be issued in a timely manner.

Ms. Castillo also stated that OCTA has reported modifications to its fare system. OCTA plans to replace existing paper striped passes with a new reusable wave card by fall 2025. For more information, please visit OCTA's website at www.octa.net.

Ms. Castillo reminded Committee members that RCOC is required to ensure that service providers remain in compliance with all policies and regulations, including liability insurance. For expiring liability insurance certificates, RCOC mails a reminder to service providers during the month of expiration. It is the responsibility of providers to follow up with insurance brokers. The renewed Certificate of Insurance (COI) should be sent via email to COI@rcocdd.com.

Ms. Castillo reported that DDS issued a directive on June 9, 2025 on the enforcement of Service Acknowledgement Form (SAF) and the Provider Directory Requirements. The directive states that service providers who failed to meet the May 30, 2025 deadline to complete the SAF and Provider Directory activities, are subject to suspension of billing starting July 1, 2025 and possible termination of vendorization for noncompliance. Additionally, service providers who did not meet the May 30, 2025 deadline for the Provider Directory activities are not eligible for the Quality Incentive Program (QIP) portion of their rate and will have their billing suspended until complaint.

II. Board Report

Mr. Perez reported that the Board of Directors held a Board training on May 1, 2025.

III. VAC Chair and Co-Chair Elections

The Committee reelected Mr. Rick Perez as VAC Chairperson and Ms. Junie Lazo-Pearson as Co-Chair for a one-year term commencing July 1, 2025 and ending June 30, 2026.

IV. Peer Advisory Committee (PAC) Report

Mr. Wayed Kabir, RCOC's Peer Advocate, reported that the committee met on May 21, 2025. At this meeting, Mr. Kabir gave a presentation on *How to Start a Podcast*.

The next committee meeting is scheduled for June 18, 2025.

V. Liaison Reports

A. CalOptima – Hannah Kim (absent)

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

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

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

VI. Member Reports

A. Adult Behavior Management – Ryan Perez (present)

B. Adult Day Programs – Rick Perez (present)

Mr. Ryan Perez reported that the two subcommittees met today and discussed the current immigration raids and its effects on agencies, their staff and persons served. The subcommittee also discussed choking risks and staff support trainings.

C. Adult Family Home Agency (AFHA)/Foster Family Agency (FFA) – Janeth McDonough (present)

Ms. McDonough reported that there were no updates.

D. Behavior Services – Cindy Hebert (present)

Ms. Cindy Hebert reported that the subcommittee met on June 6, 2025 and discussed concerns regarding the new rate reform and behavioral health services requirements.

E. Community Care Facilities (CCF) – Jorge Lozano (present)

Mr. Jorge Lozano reported that their subcommittee met and discussed the rate reform requirements, changes in program designs and QIP billing.

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

Ms. Lazo-Pearson reported that the subcommittee met and held a discussion about the rate reform process with Dr. Bonnie Ivers, RCOC's Clinical Director.

G. Habilitation – Marina Margaryan (present)

Ms. Marina Margaryan reported that there were no updates.

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

In Ms. Christine Molina's absence, Ms. Ana Sandoval reported that there were no updates.

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

In Mr. Rich Mraule's absence, Mr. Cazares reported that reported that there were no updates.

J. Support Services/Allied Health – Kelly Araujo (present)

Ms. Kelly Araujo reported that the subcommittee met earlier today and discussed rate reform. Ms. Araujo also reported that respite care providers hosted a Vendor Fair for RCOC's staff at the West office on May 14, 2025.

Vendor Advisory Committee Minutes June 10, 2025

VII. Community Forum

There were no speakers for community forum.

VIII. Adjournment

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

The next VAC meeting is scheduled for July 8, 2025.

Recorder: Sandra Lomelí

Regional Center of Orange County Vendor Advisory Committee July 8, 2025 Videoconference Minutes

videocomerciae minute

Members: Adult Behavior Management Programs

Chair, Ryan Perez, absent Co-Chair, Katie Bruellet, present

Adult Day Programs

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

Adult Family Home/Foster Family Agency

Chair, Janeth McDonough, present Co-Chair, Alexandra Rasey-Smith, present

Behavior Services

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

Community Care Facilities

Chair, Jorge Lozano, present Co-Chair, Omar Tawfik, present

Early Intervention

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

Habilitation

Chair, Marina Margaryan, absent Co-Chair, Jodean Hudson, absent

Independent/Supported Living

Chair, Christine Molina, present Co-Chair, Ana Sandoval, present

Intermediate Care Facilities

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

Support Services/Allied Health

Chair, Kelly Araujo, present Co-Chair, Michael Toliver, absent

Liaisons: CalOptima

Hannah Kim, absent

Orange County Transit Authority

Melissa Mungia, present

RCOC Staff Present: Larry Landauer, Executive Director

Liliana Castillo, Accounting Manager – Vendorization

Arturo Cazares, Director of Community Services

Valeria De Los Angeles, Accounting Supervisor – Payables

Wayed Kabir, Peer Advocate
Bonnie Ivers, Clinical Director
Jennifer Montanez, Director of Case Management
Julie Rodriguez, Accounting Supervisor – Systems
Marta Vasquez, Chief Financial Officer
Laurel Warren, Quality Assurance Coordinator
Sean Watson, Associate Director of Risk Management

Call to Order

Mr. Rick Perez welcomed all attendees and called the videoconference meeting to order at 2:01 p.m.

I. RCOC Update

Mr. Landauer reported that the One Big Beautiful Bill Act passed and signed into law on July 4, 2025. The impact of the bill on the Department of Developmental Services (DDS) and regional centers system is still unclear.

Mr. Landauer also reported that there is a projected surplus statewide Purchase of Service (POS) Expenditures for Fiscal Year 2024-25.

A. Vendorization Update

Ms. Liliana Castillo reported that the first notice for the Independent Audit Reviews, including March 2024, were mailed June 13, 2025.

B. Rate Reform

Mr. Arturo Cazares provided the following updates:

- Service Code Transitions. Mr. Cazares reported that the transitioning of service codes and subcodes should be finalized by December 31, 2025.
- *Vendor Rates*. Mr. Cazares stated that all questions or concerns regarding reimbursement rates should be emailed to vendorization@rcocdd.com.
- DDS' Provider Directory. Mr. Cazares reported that RCOC continues to work with service providers to ensure their records are submitted for validation for the provider directory. Service providers who did not meet the May 31, 2025 deadline will have their billing suspended and will not have access to ebilling starting July 2025 and until records are submitted for validation. As well, providers will not receive the Quality Incentive Program (QIP) portion of their rate during this fiscal year. Those service

providers participating in the Provider Directory will be provided with a lump sum QIP payment by late July 2025.

• Rate Reform: Hold Harmless Policy. Mr. Cazares reported that DDS provided a directive on the Hold Harmless Policy for service providers whose rates exceed the base rate (90% of benchmark rate) of the fully funded rate models. The directive states that any service providers with an existing rate effective July 1, 2024 exceeding the base rate will not experience a rate reduction. The Hold Harmless period has been revised to now end on February 28, 2026, four months sooner than its previous end date of June 30, 2026.

Effective March 1, 2026, service providers who were subject to the Hold Harmless provision will have their rates adjusted as appropriate: 100% for service providers that earned the QIP portion of the rate for their rate model, or 90% for service providers that did not earn the QIP portion of the rate for their rate model.

• DDS' Trailer Bill Language (TBL) for Fiscal Year 2026-2027. Mr. Cazares reported that DDS' Trailer Bill Language for fiscal year 2026-27 requires all service providers to be Electronic Visit Verifications (EVV), Home and Community-Based Services (HCBS) Final Rule and financial audit compliant to qualify for QIP payments.

II. Board Report

Mr. Perez reported that the Board of Directors are scheduled for a Board training on July 9, 2025.

III. Peer Advisory Committee (PAC) Report

Mr. Wayed Kabir, RCOC's Peer Advocate, reported that the committee met on June 18, 2025, and held a presentation by the State Council on Developmental Disabilities (SCDD) on *Medicaid: What You Need to Know*.

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

IV. Liaison Reports

A. CalOptima – Hannah Kim (absent)

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

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

Ms. Mungia reported that there were no OCTA updates.

V. Member Reports

A. Adult Behavior Management – Ryan Perez (absent)

B. Adult Day Programs – Rick Perez (present)

In Mr. Ryan Perez's absence, Ms. Katie Bruellet reported that the two subcommittees met today and discussed choking risks and potential indoor activities during the summer.

C. Adult Family Home Agency (AFHA)/Foster Family Agency (FFA) – Janeth McDonough (present)

Ms. McDonough reported that there were no updates.

D. Behavior Services – Cindy Hebert (present)

Ms. Cindy Hebert reported that the subcommittee is scheduled to meet in September 2025.

E. Community Care Facilities (CCF) – Jorge Lozano (present)

Mr. Jorge Lozano reported that there were no updates.

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

Ms. Lazo-Pearson reported that there were no updates.

G. Habilitation – Marina Margaryan (absent)

In Ms. Marina Margaryan's absence, Mr. Stanton reported that their subcommittee met in June 2025 and discussed the Competitive Integrated Employment (CIE) milestones, Tailored Day Services and staffing challenges in South Orange County.

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

Ms. Christine Molina reported that the subcommittee is scheduled to meet in September 2025.

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

In Mr. Rich Mraule's absence, Mr. Stanton reported that reported that there were no updates.

J. Support Services/Allied Health – Kelly Araujo (present)

Ms. Kelly Araujo reported that the subcommittee met earlier today and discussed the Quality Incentive Program, Direct Service Professional (DSP) Internship Program and respite services.

Vendor Advisory Committee Minutes July 8, 2025

VI. Community Forum

There were no speakers for community forum.

VII. Adjournment

Mr. Perez adjourned the meeting at 2:17 p.m.

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

Recorder: Sandra Lomelí

REGIONAL CENTER OF ORANGE COUNTY

BOARD OF DIRECTORS

AGENDA ITEM DETAIL SHEET

DATE: September 4, 2025

TO: Board of Directors

FROM: Rick Perez
Chair, Vendor Advisory Committee

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 10, 2025, Mr. Rick Perez was elected to serve as the VAC Chairperson and member of the Board of Directors from July 1, 2025 to June 30, 2026.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

This is an information item; no action is required.

Regional Center of Orange County Peer Advisory Committee June 18, 2025 Videoconference Minutes

Committee Members Present: Wayed Kabir, RCOC's Peer Advocate

Sylvia Delgado Stephen Gersten

Peter Kuo

Committee Members Absent: Yvonne Kluttz, Chairperson

Amy Jessee, Co-Chair

Kerri Adamic Marcell Bassett Cheryl Day Fernando Peña

RCOC Staff Members Present: Arturo Cazares, Director of Community Services

Jennifer Montanez, Director of Case Management

Guest(s): Mark Hemry

Nina Lover

In Ms. Yvonne Kluttz and Ms. Amy Jessee's absence, Mr. Wayed Kabir called the meeting to order at 3:05 p.m.

I. Welcome and Introductions

Mr. Kabir welcomed everyone to the Peer Advisory Committee (PAC) meeting.

II. RCOC's Peer Advocate Report

Mr. Wayed Kabir, RCOC's Peer Advocate, reported that there were no updates.

III. Medicaid: What you Need to Know

Mr. Marle Chen from California State Council on Developmental Disabilities (SCDD) – Orange County Regional Office, provided the Committee with a presentation on the 2025 *Proposed Cuts to Medicaid Funding*.

RCOC Peer Advisory Committee Minutes June 18, 2025

IV. Community Forum

There were no speakers for community forum.

V. Next Scheduled Meeting

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

Mr. Kabir adjourned the meeting at 3:46 p.m.

Recorder: Sandra Lomelí

Regional Center of Orange County Legislative and Community Awareness Committee July 8, 2025 Videoconference Minutes

Committee Members Present: Bruce Hall, Chairperson

Meena Chockalingam (joined at 4:02 p.m.)

Liza Krassner Sandy Martin Hilda Mendez Chinh Nguyen

RCOC Staff Members Present: Larry Landauer, Executive Director

Jerrod Bonner, Director of Information Technology (joined

at 4:11 p.m.)

Arturo Cazares, Director of Community Services Bonnie Ivers, Director of Clinical Services

Jennifer Montanez, Director of Case Management Kaitlynn Truong, Family Support and Community

Outreach Manager

Marta Vasquez, Chief Financial Officer

Guests: Linda Blankenship, Consultant

Anh Nguyen, Consultant

Mr. Bruce Hall called the meeting to order at 4:00 p.m.

I. Public Relations

A. News Media Outreach

Ms. Linda Blankenship reported that the July 2025 issue of Exceptional Parent Magazine includes a bylined article authored by Ms. Jennifer Montanez on how social and recreation programs enhance the quality of life for children and adults with disabilities.

B. Dialogue

Ms. Blankenship reported on the summer issue of the *Dialogue*, RCOC's quarterly newsletter. The feature story highlights differences between conservatorships and supported decision-making. The summer issue will also include the Executive Director's report on issues surrounding the transition from public school-based services to adult services and support.

C. Website Update

Ms. Anh Nguyen reported that RCOC frequently updates its website to ensure accessibility to pertinent agency information and services. New and upcoming updates will include refreshed images and new photos on the website.

D. Social Media

Ms. Nguyen shared that RCOC's social media platforms continuously feature information about events, public meetings and trainings.

II. 2025 Spotlight Awards

Ms. Nguyen reported that the 2026 Spotlight Awards event has not been scheduled as of yet. Service Providers interested in hosting the 2026 event should visit RCOC's website (www.rcocdd.com) to review and submit the Request for Proposal (RFP).

III. Legislative Outreach

A. ARCA Update

Ms. Martin reported that the Association of Regional Center Agencies (ARCA) Board of Directors met on June 27, 2025 in Sacramento. At this meeting, the Board delegates discussed how to assist regional centers with recruitment efforts and onboarding process for incoming Board members.

Mr. Landauer reported that the next ARCA Board of Directors' meeting is scheduled for August 22, 2025 in Irvine.

B. Budget Update and Delegation Relationships

Mr. Landauer reported that the One Big Beautiful Bill Act passed and was signed into law on July 4, 2025. California legislators will be in session by late August to determine the impact the bill will have on the state budget.

IV. Community Outreach

A. Backpack/Social Recreation Resources Fair

Mr. Arturo Cazares reported that RCOC will host its annual back-to-school backpack giveaway and social recreation resources fair on July 19, 2025 from 10:30 a.m. to 2:00 p.m. at the Santa Ana Zoo.

RCOC Legislative and Community Awareness Committee Minutes July 8, 2025

B. Disparity-Focused Activities

Ms. Kaitlynn Truong reported that RCOC's Comfort Connection Family Resource Center has participated in various resource fairs within Orange County throughout the month of June 2025. Many of the fairs had low attendance due to the recent immigration raids.

Ms. Truong also reported that RCOC plans to submit its plan for the Language Access and Cultural Competency (LACC) funding to the Department of Developmental Services (DDS) for the new fiscal year 2025-2026.

Dr. Bonnie Ivers reported that LACC funds were utilized for the *Smart Choices, Big Returns: Empowering Parents with Evidenced-Based Strategies for Autistic and Neurodivergent Individuals* Conference. This free training for parents and caregivers, hosted by the OC CAPTAIN (California Autism Professional Training and Information Network) Cadre, occurred on May 2, 2025.

V. Community Forum

No community members were present at the meeting.

Mr. Hall adjourned the meeting at 5:04 p.m.

Recorder: Sandra Lomelí