



Board of Directors (March) Minutes
03/23/2026 7:00 PM PDT to 8:30 PM PDT
Regional Center of the East Bay

Members Present

- Rose Coleman
- Dan Hogue (PVAC)
- Renee Perls
- Sadia Mumtaz (P)
- Dinah Shapiro (S)

- David Glasser (T)
- Teresita DeJesus
- Rajesh Voddiraju (VP)

Members Absent

None

Staff Present:

- 1. Ashley Harmon, Executive Assistant
- 2. Ben Braun, Associate Director of Early Start and Young Children
- 3. Chris Hanson, Associate Director of Client Services/ Adults
- 4. Cristie Rayner, Case Management
- 5. Daniel Bermeo, Case Management Supervisor
- 6. Dr. Rebecca Nanyonjo, Executive Director
- 7. Elvia Osorio-Rodriguez, Associate Director of Client Services/Children
- 8. Fabiola Meza, Human Resource Manager
- 9. Jeff Nagafuji,

- 10. Herb Hastings, Staff
- 11. Lindsay Meninger, Associate Director
- 12. Lynn Nguyen, Director of Finance & Administration
- 13. Mariana Varela, Manager of Diversity, Equity, Access and Inclusion
- 14. Margaret Casebeer, Case Management Supervisor
- 15. Michael Minton, Manager of Risk Management and Quality Assurance
- 16. Ronke Sodipo, Director, Client Services

Guest Present:

- | | | |
|-------------------------------|--|--|
| 1. AngeleterPringle | 15. iPhone (2) | 28. Patricia Albeño Parent (Patricia Albeño) |
| 2. Ara López | 16. Jaynette Underhill-Levingston | 29. Paula Serur |
| 3. Assata Olugbala | 17. Jenica Hadley-24HourHomeCare (Jenica Hadley) | 30. Raquel Enciso |
| 4. Blaze Van Dine | 18. jeri pietrelli | 31. Sara Trail |
| 5. Board of Directors (March) | 19. Kanaka Kannan | 32. Sheraden Nicholau, SCDD |
| 6. Camilla Ortiz | 20. Kim Walton | 33. Sonia M |
| 7. Chris Aguire - DDS | 21. Marcie Lyn | 34. Tandra DeBose |
| 8. Denise Bradley | 22. Maria Ramirez | 35. taniya |
| 9. Diana Gonzalez | 23. Marie Gary | 36. Vi Ibarra |
| 10. Francesca Davis- Percelle | 24. maureen fitzgerald | 37. Wendell James |
| 11. gloria jones | 25. Mj The Cosmo | 38. Yvette Baptiste |
| 12. Greg Gonzalez, SCDD | 26. mr212 | 39. Zoom user |
| 13. iPad 411950 | 27. Name (original name) | |
| 14. iPhone | | |

I. *Introduce Interpretation Services*

II. Call To Order -

Presented By Sadia Mumtaz

III. MISSION, VISION, AND CORE VALUES

Presented By Sadia Mumtaz

IV. Consent Agenda and Minutes (Vote)

Presented By Sadia Mumtaz

V. Public Comments:

Presented By Sadia Mumtaz

The Board heard comments from Raquel Enciso and Paula Serur around community event, with plans for workshops, resource fairs, and childcare. Raquel Enciso and Paula Serur introduced the Foro Educativo community event scheduled to take place on March 28th in Enid at Black Diamond Middle School. The event will include workshops for parents on various topics including sexuality, IHSS, Plan 504 IEPs, and regional issues. The event will feature training sessions, resource fairs with different tables available for parents to address their questions and access resources. Childcare will be provided for attendees who need to bring their children, allowing them to attend workshops and visit the resource fairs.

The Board heard comments from Assata Olugbala who raised a point of clarification regarding the procedure for public comments on agenda items, indicating a discrepancy from what was previously understood. Commented on the Mason Tillman report, highlighting key findings related to disparities faced by African American residential care providers in referrals and corrective action plans.

The Board heard comments from Ara López requested clarification regarding service delivery and support for parties without legal status, pointing to existing concerns shared among the community. Ara López requested clarification regarding service delivery and support for parties without legal status, pointing to existing concerns shared among the community.

VI. State Council on Developmental Disabilities: SCDDC

The U.S. Department of Housing and Urban Development proposed rules affecting living arrangements and eviction processes in HUD-assisted housing, with upcoming opportunities for public comment.

The U.S. Department of Housing and Urban Development proposed a rule that would prohibit mixed-status households from living together in HUD-assisted housing, with a requirement for adults ages 62 and older to verify citizenship and immigration status. Public comments are encouraged, with a deadline of April 21st.

HUD issued a new rule removing the requirement for 30 days notice and 30 days to pay overdue rent before eviction in HUD-assisted housing. This change means eviction timelines will default to state or local laws, potentially impacting tenants negatively. Public comments on this are due by April 27th.

Sheraden Nicholau introduced Greg Gonzalez as the new State Council Manager for the Bay Area Region, following a 7-month hiring process. Greg has extensive experience working with the IDD community and will be involved with both regional work and statewide projects.

March is recognized as Developmental Disabilities Awareness Month, with various panels and trainings being offered focusing on advocacy and the presence of people with developmental disabilities in the community. A panel in Spanish is scheduled for March 26th.

SB1052 is a bill sponsored by the State Council aimed at expanding the authorized representative process for people with IDD, allowing for contingent appointments, especially in cases of sudden family separation.

Upcoming legislative hearings are scheduled for April and May regarding various bills of interest to the SCDD.

AB2360 from Arambula, a bill focusing on plain language requirements for state government documents, will apply to both digital and printed materials to ensure clarity and better accessibility.

Healthy Relationships and Sexuality Education Sessions are running monthly from March through October. The next session focuses on supporting teenagers and young adults with IDD in developing safe and respectful relationships, scheduled for April 14th.

Sheraden Nicholau highlighted the importance of public meetings related to caseload ratios for advocacy, referencing successful advocacy through AB178.

VII. Committee Reports

Presented By Sadia Mumtaz

A. Executive Directors Report

Presented By Rebecca Nanyonjo

The Executive Director presented updates concerning statewide initiatives affecting regional centers, including the discontinuation of future enrollment for Coordinated Career Pathways due to budgetary constraints, leading to a reevaluation of spending practices. The state is placing emphasis on ensuring accurate documentation for self-determination program expenses, noting a 15% annual increase in costs. Discussions are ongoing to secure funding through federal waivers and Medi-Cal enrollment. Performance measures for regional centers are under review to ensure they are equitable and reflect factors within the centers' control, with changes expected for the 2026-2027 period. The implementation date for new grievance processes, aligning with federal standards, is being contemplated for a delay from July to November 2026 due to the need for updated training and procedures. To prevent service disruptions, a Program Integrity Clause initiated by the federal government focusing on the prevention of waste, fraud, and abuse in human services is being addressed, with plans for documentation to support regional centers in compliance. The Regional Center participated in the annual ARCA Grassroots Day, engaging with legislators to advocate for services and present gaps such as staffing needs related to caseload ratio funding. Feedback was very positive for various community events organized by the Regional Center, including Black History Month celebrations and community listening sessions, which aim to extend outreach and collaboration. An upcoming event, Foro Educativo, focused on parents and community learning, will offer workshops and resources facilitated by local organizations and supported through Language Access and Cultural Competency funding. Emergency funding from Measure W, amounting to \$500,000, was secured for Alameda County residents with developmental disabilities to bridge the gap from reduced federal benefits. The Regional Center is coordinating equitable distribution across districts. 42,200 individuals identified to receive \$100 gift cards from Measure W funds in Alameda County. Processes for card distribution are being finalized with local vendors and sites. Completion of distribution is expected by the next board meeting.

B. Budget and Finance Committee

Presented By David Glasser

The Budget and Finance Committee confirmed the distribution of Measure W gift cards and discussed funds allocation for housing and food security, emphasizing transparency and accountability.

The \$100 gift card distribution related to Measure W is confirmed as a one-time event in April, addressing a catch-up on previously unavailable funds for food security.

Board of Supervisors allocated \$10 million for individuals, focusing on areas like housing and food security for those affected by past fund availability issues.

The regional center received a clean opinion for its audit, indicating a favorable financial standing from an outsider's perspective.

Financial review of January shows expenditure tracking at slightly more than halfway through the fiscal year, with personnel services exceeding 50% expenditure.

Discussion on charts reveals that current expenditures align with past year numbers, despite higher budget due to increased service provision.

Clarification requested on the relationship between caseload increase and service expenditure, with mention of rate reform and service provider rate agreements driving increases.

Committee will further explore the operational expenditure relationship with caseload growth for potential refinement in future finance meetings.

Board members discussed the importance of advocating for legislative changes based on data showing disparity in staffing and caseloads, targeting modifications to core staffing formulas.

Helping Hands Fund, with a balance of approximately \$1 million, is available for emergency financial assistance, separate from Measure W funds.

See Attachment*

**REGIONAL CENTER OF THE EAST BAY
FINANCIAL STATUS REPORT
FY25-26
June 2026**

	BUDGET B-4		EXPENDED 1/31/2026	% EXPENDED	PROJECTED EXPENDED	DIFFERENCE
OPERATIONS (OPS)						
PERSONNEL SERVICES	80,619,187	(1)	40,548,150	50.30%	80,619,187	-
OPERATING EXPENSE	14,620,745	(1)	7,136,867	48.81%	14,620,745	-
LESS: REVENUE	(3,157,986)	(2)	(2,436,125)	77.14%	(3,157,986)	-
TOTAL OPERATIONS	92,081,947		45,248,893	49.14% (5)	92,081,947	-
PURCHASE OF SERVICE (POS)						
Regular Purchase of Service	1,249,853,303	(3)	643,363,793	51.48%	1,195,291,335	54,561,968
Community Placement Plan-Reg & Start-up	523,629		428,953	81.92%	523,629	-
TOTAL POS	1,250,376,932		643,792,746	51.49% (6)	1,195,814,964	54,561,968
TOTAL BUDGET	<u>1,342,458,879</u>		<u>689,041,639</u>	<u>51.33%</u>	<u>1,287,896,911</u>	<u>54,561,968</u>

Note #1: Both allocations for FY25-26 and FY24-25 included various OPS policy items, including core staffing, facility rent, SDP supports, case load reduction, Lanterman Act provisional eligibility, HCBS compliance. Both fiscal years did not include SDP ongoing implementation while FY25-26 received a reduction for funding of Rate Reform Acceleration. FY25-26 included full CPP/CRDP OPS allocation while FY24-25 only had 1/2 of total allocation in A-1.

Note #2: Revenue includes interest income and ICF Administrative fees

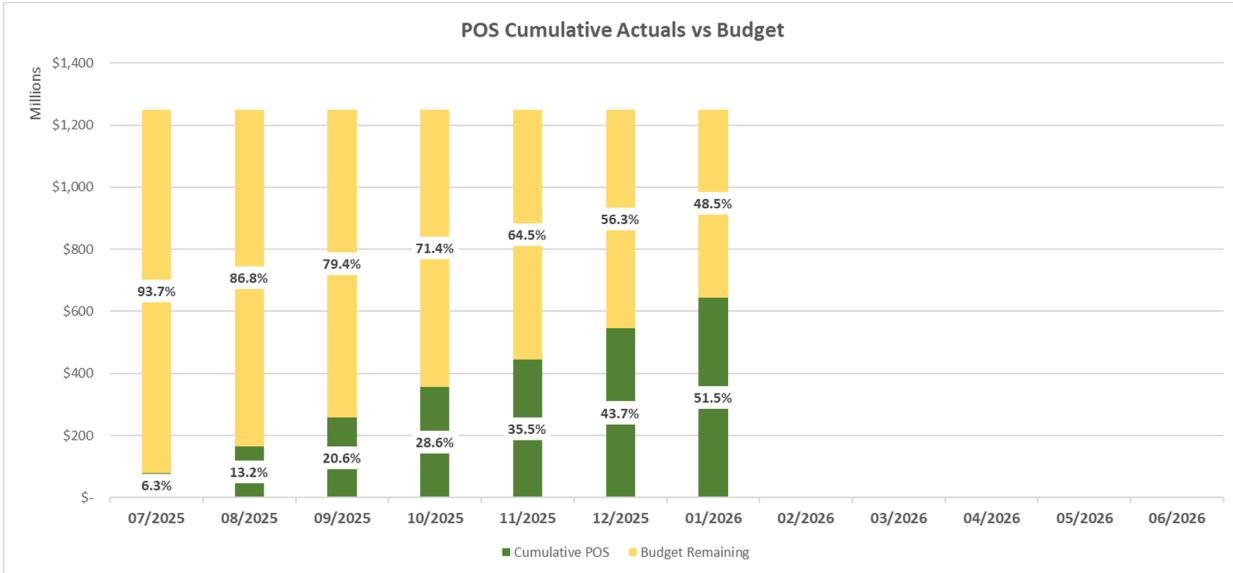
Note #3: B-2 allocation for FY25-26 included 1,231,728,430 versus A-1 allocation for FY 24-25 was \$903,318,989, an increase of 31%. \$202,963,402 was for service provider rate reform. B-4 provided \$110M add'l POS and \$845k for HCBS funding.

Note #4: Payroll YTD-wages paid through: 1/16/2026

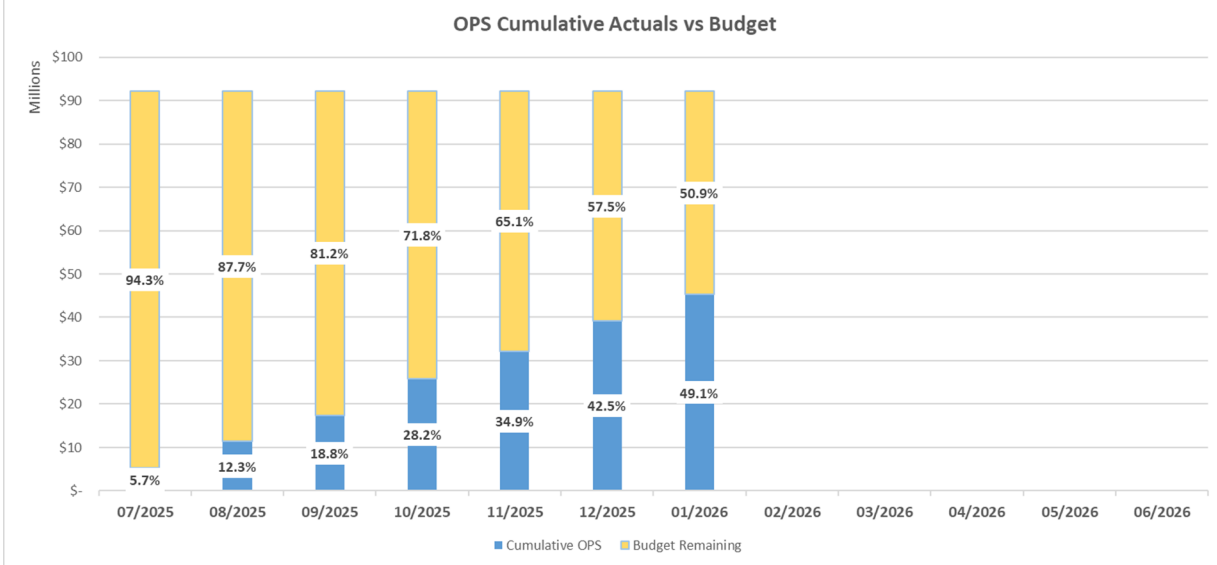
Note #5: OPS expenditures at 49% of total budget as of 01/31/26, compared to 45% for FY 24-25 as of 01/31/25.

Note #6: POS expenditures at 51% of total budget as of 01/31/26, compared to 52% for FY 24-25 as of 01/31/25.

The graph POS Cumulative Actuals versus Budget shows POS expenditures trending month-over-month compared to the overall budget for FY 25-26.

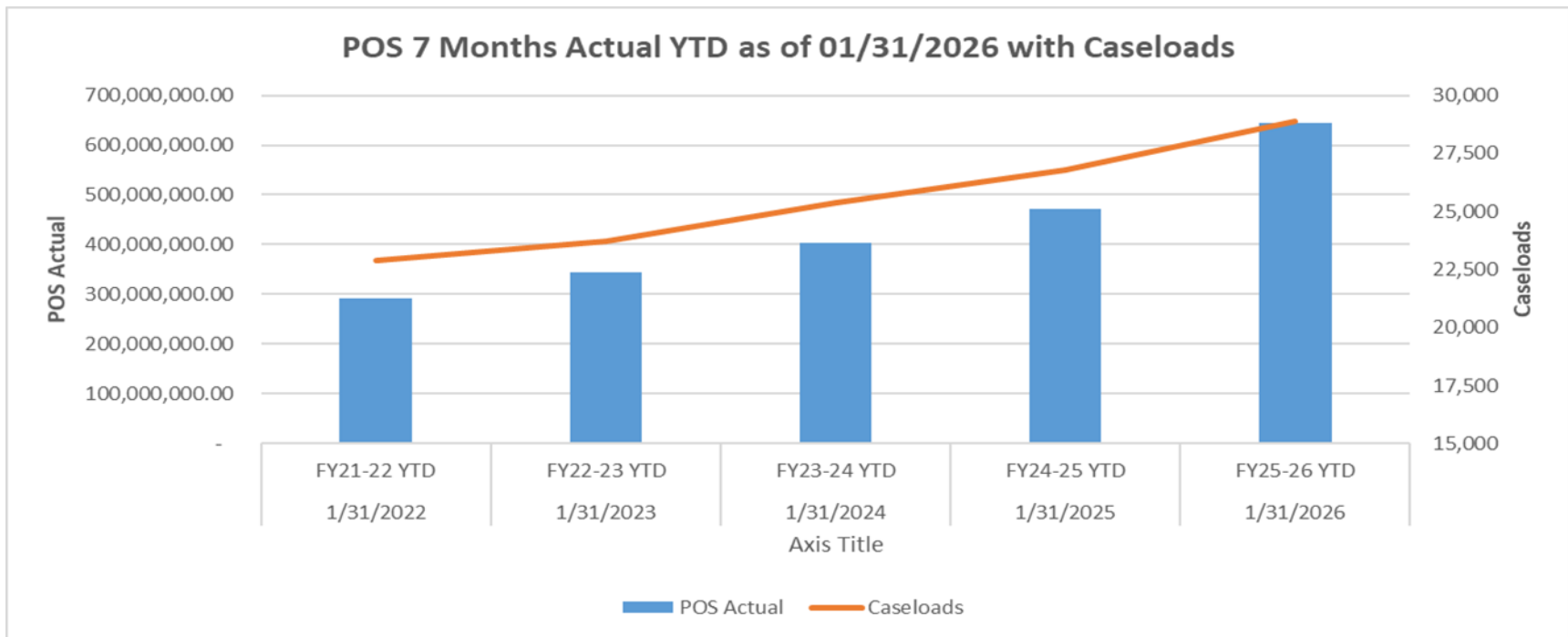


The graph OPS Cumulative Actuals versus Budget below shows OPS expenditures trending month-over-month compared to the overall budget for FY25-26.



POS 7 Months Actual YTD as of 01/31/2026 with Caseloads

	1/31/2022 FY21-22 YTD	1/31/2023 FY22-23 YTD	1/31/2024 FY23-24 YTD	1/31/2025 FY24-25 YTD	1/31/2026 FY25-26 YTD
POS Actual	292,481,603.98	343,189,505.51	402,142,414.94	471,799,361.90	643,363,793.27
POS Budget	581,828,391.00	731,244,130.00	758,937,263.00	903,218,989.00	1,249,853,303.00
Caseloads	22,900	23,694	25,356	26,771	28,861

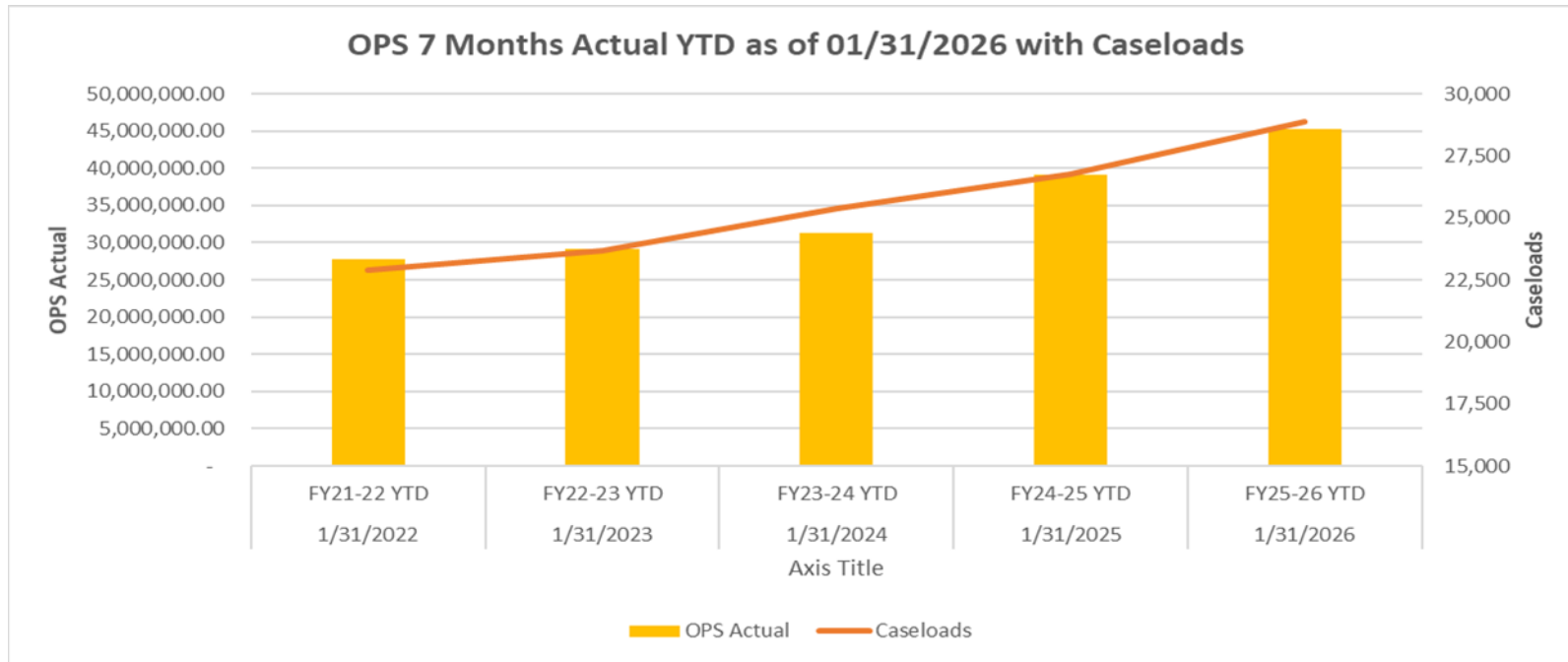


Notes:

- Total caseloads increased by 5,961 or 26% since January 2022.
- Total POS actual increased by \$351M or 120% since January 2022
- Total POS budget increased by \$668M or 115% since January 2022

OPS 7 Months Actual YTD as of 01/31/2026 with Caseloads

	1/31/2022 FY21-22 YTD	1/31/2023 FY22-23 YTD	1/31/2024 FY23-24 YTD	1/31/2025 FY24-25 YTD	1/31/2026 FY25-26 YTD
OPS Actual	27,697,626.01	29,108,598.09	31,302,992.08	39,185,069.41	45,248,892.88
OPS Budget	56,729,873.00	68,390,286.99	77,971,484.00	86,179,405.00	92,081,947.01
Caseloads	22,900	23,694	25,356	26,771	28,861



Notes:

- Total caseloads increased by 5,961 or 26% since January 2022.
- Total OPS actual increased by \$18M or 63% since January 2022
- Total OPS budget increased by \$35M or 62% since January 2022

**REGIONAL CENTER OF THE EAST BAY
FINANCIAL STATUS REPORT
FY 2022-2023**

SAMPLE ONLY

	BUDGET D-1 & Expected D-2	EXPENDED 09/30/22	% EXPENDED	PROJECTED EXPENDED	DIFFERENCE
OPERATIONS					
PERSONNEL SERVICES <i>Includes Salaries, Benefits-Health/Insurances, La Familia Contract, Workers Compensation</i>	\$59,177,788	\$9,785,980	16.54%	\$59,177,788	\$0
OPERATING EXPENSE <i>Rent, Insurance, Legal, Technology, Consultants Fees and Dues, Supplies Travel, Communications(Mail,Phone/Internet),Equipment</i>	\$8,771,678	\$1,635,997	18.65%	\$8,771,678	\$0
LESS: REVENUE <i>Interest and Monies received for processing of Intermediate Care Facility Payments (Administrative Fee)</i>	(\$217,000)	(\$45,145)	20.80%	(\$217,000)	\$0
TOTAL OPERATIONS	\$67,732,466 (1)	\$11,376,832	16.80%	\$67,732,466	\$0
PURCHASE OF SERVICE					
Regular Purchase of Service <i>This includes the cost of services for all served-respite, ILS, daycare, residential costs crisis services and transportation by contract etc</i>	\$719,250,734 (2)	\$136,643,115	19.00%		
Community Placement Plan-Reg & Start-up <i>This includes the costs for services for people moving out of restricted settings for the year and funds for start up of new programs incl housing, programs funded by DDS</i>	\$693,066 (3)	\$80,133	11.56%		
TOTAL POS	\$719,943,800	\$136,723,248	18.99%		
TOTAL BUDGET	\$787,676,266	\$148,100,080	18.80%		

Note #1: Operations allocation for FY 22-23 based on core staffing formula, budgeted caseload, and other statistics. Additionally, OPS allocation included rent and other Policy items, including Special Home Monitoring, and continuation of ABX2 1 increase, SB826 HCBS compliance, SDP/Participant Directed Services support, Emergency Coordinator, Enhanced Service Coordinator for low or no POS, Deaf Specialist, Provisional Eligibility, Rate Reform implementation, H&S waiver assistance for non English clients, Language Access, and Self Determination implementation and participant support. New funding for FY22-23 included funding for Reduced Caseload Ratio for Children through Age 5, Early start-Part C to B and Eligibility, and Performance Incentives for RC Implementation Resources and Reduced Caseload Ratios. D-1 only included 50% of CPP and remaining 50% is expected in D-2

Note #2: Purchase of Services allocation for FY 22-23 and FY 21-22 included caseload growth and continuation funding for rates increase due to SB minimum wage increase, ABX2 1 Community Based Services increase. FY22-23 POS also included funding for Service Provider Rate Reform, Compliance with HCBS and Quality Incentive Program.

Note #3: D-1 allocation included funding for CPP Placement

Note #4: The Purchase of Services detailed projections will be determined upon the completion of the Purchase of Service Expenditure Projection (PEP) in December 2022.

Note #5: Payroll through 09/16/22

Helping Hands Allocation (7/1/25 - 12/31/25)

As of 12/31/25, the Helping Hands fund has a balance of \$1,100,417. Donations received were :

	<u>Loans</u>	<u>Grants</u>
<u>Rent / Lodging</u>	\$ 3,061	\$ 11,638
<u>Utilities</u>	-	1,206
<u>Food Exp</u>	-	-
<u>Clothing</u>	-	-
<u>Misc Exp.</u>	-	3,852
	\$ 3,061	\$ 16,695

RT Loans rollforward - 6 month activity	Amount
Beginning balance as of 7/1/25	\$ 16,022
Loans Issued	4,019
Loan repayments	(2,843)
Ending balance as of 12/31/25	\$ 17,198

\$174,034.

TOTALS	
\$	14,699
	1,206
	-
	-
	3,852
\$	19,756

C. Executive Committee/President's Report

Presented By Sadia Mumtaz

Board members received technological upgrades with iPads and streamlined tools, supporting governance improvements through enhanced policies and strategic insight.

Board members received iPads and an easy-to-use onboard tool. This supports technology updates within the governance framework.

There is a planned update on the strategic plan and RCEB activities to be provided by Dr. Becky starting next month.

The board is focusing on enhancing governance and oversight, including tighter bylaws and a comprehensive expense policy.

David contributed by acquiring sample expense and travel policies from other regional centers and provided a draft policy for RCEB review.

Board governance includes the decision to evaluate training needs based on potential increased board membership.

D. Board Membership Update

Presented By Sadia Mumtaz

Committee aims to increase board membership amid challenges, coordinating meetings and clarifying the ARCA nomination process, while handling nominations and administration.

The Board Membership Committee is aiming to increase board membership but faces administrative limitations. Assistance is being coordinated to organize meetings, collect documentation from candidates, and manage the selection process.

There is no set timeline for filling board positions. Prior meetings have outlined the necessity and nature of administrative support required.

Discussion on ARCA nomination: It's been clarified that typically the ARCA representatives are board presidents, although it's not a strict requirement. A nomination process is suggested for representation.

Sadia plans to serve as representative for the first six months, followed by Raj. A nomination for Sadia is needed.

Motion - Daniel nominates Sadia Mumtaz as the ARCA representative.

Second - David Glasser seconds the nomination for Sadia Mumtaz.

Carried - **unanimous**

The nomination vote will take place after either 30 or 60 days, similar to the process for the slate of officers. Clarification obtained from AI technology confirming that ARCA representative does not have to be a board president.

Motion - A motion was proposed to uphold the membership team's decision to reject Denise Bradley's application as a board member.

Discussion revealed that the motion wording needed clarification as a yes vote would mean rejecting Denise Bradley, and a no vote would mean accepting her.

It was clarified by a previous board president that the original decision was not a committee vote but a board discussion decision.

Motion - A new motion was suggested, 'Shall Denise Bradley be elected to the board of directors for the Regional Center of the East Bay?'

Discussion continued around the concerns with Denise Bradley's past statements and their implications for the board.

M/S/C: Dinah/Renee - 7 No's/One Yes (Dan)

David Glasser presented the need to take a vote in accepting the audit report.

M/S/C: Dan/Renee - Unanimous

E. Consumer Advisory Committee

Presented By Renee Perls

The Consumer Advisory Committee promotes member engagement and decision-making capability through increased participation in open house events and hybrid meetings.

The Consumer Advisory Committee (CAC) will have an open house on April 13th at both the San Leandro and Concord offices to discuss recruitment and voting processes.

Staff members will be present at both locations to assist and provide information during the open house.

The open house aims to increase the number of CAC members, which will enhance decision-making and voting capabilities.

A hybrid meeting option will be available for those unable to attend in person, accommodating members from various districts.

F. Sub-Committee Updates (If Applicable)

Presented By Sadia Mumtaz

No Update

G. Provider/Vendor Advisory Committee

Presented By Dan Hogue

No Update

VIII. Public Comments:

Presented By Sadia Mumtaz

The Board heard comments from Marcie Lyn who expressed her concerns around board membership voting.

*The Board heard comments from **Wendell James** who expressed his concerns around board membership voting.*

The Board heard comments from Dr. Yvette Baptiste who expressed her concerns around board membership voting.

*The Board heard comments from **Tandra DeBose** who expressed her concerns around board membership voting and her experience with the interview process.*

IX. ARCA Report: -

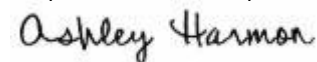
No Update

X. Adjournment: 9:01 pm

Presented By Sadia Mumtaz

XI. Closed Session (If Applicable) Topic Legal: 09:02 pm - 9:33 pm

Proposed minutes respectfully submitted:



Board Secretary / Executive Assistant

March 24, 2026

Date

Approval noted in the follow month's minutes.



Cultivating Connection - Empathetic Stewardship - Seizing Opportunities - Intentional Adaptability

Board of Directors Meeting
 Monday, February 23, 2026
 Virtual Meeting

RCEB BOARD MEMBERS PRESENT:

1. Frank Paré	Director	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent
2. Sadia Mumtaz	President	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent
3. Renee Perls	Director	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent
4. Dan Hogue	Director/PVAC	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent
5. Rose Coleman	Director	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent
6. Teresita DeJesus	Director	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent
7. David Glasser	Treasurer	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent
8. Rajesh Voddiraju	Vice President	<input type="checkbox"/> Present	<input checked="" type="checkbox"/> Absent
9. Dinah Shapiro	Secretary	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent

STAFF PRESENT:

- | | |
|---|--|
| 1. Ashley Harmon, Executive Assistant | 13. Lynn Nguyen, Director of Finance & Administration |
| 2. Ben Braun, Associate Director of Early Start and Young Children | 14. Mariana Varela, Manager of Diversity, Equity, Access and Inclusion |
| 3. Chris Hanson, Associate Director of Client Services/Adults | 15. Michael Minton, Manager of Risk Management and Quality Assurance |
| 4. Daniel Bermeo, Case Management Supervisor | 16. Meng-Wan "Jo" Chou, Self Determination |
| 5. Der Yang, Compliance Manager | 17. Michelle Velasco, Case Management Supervisor |
| 6. Dr. Rebecca Nanyonjo, Executive Director | 18. Priscilla Gomez, Community Services |
| 7. Elvia Osorio-Rodriguez, Associate Director of Client Services/Children | 19. Ronke Sodipo, Director, Client Services |
| 8. Fanta Nelson, Director of Diversity and Equity | 20. Shannon Barnes, Controller |
| 9. Fabiola Meza, Human Resource Manager | 21. Su Mei Wu, Cultural Team |
| 10. Fruc Menchavez, Training Manager | 22. Walter Jones, Cultural Team |
| 11. Jeff Nagafuji, | 23. Steve, Director Community Services |
| 12. Lindsay Meninger, Associate Director | |

GUESTS PRESENT:

- | | | |
|--|--|-------------------------------------|
| 1. Adaure Home Care LLC | 19. Gloria Lewis | 35. mr212 |
| 2. Adesuwa Idehen | 20. Gwendolyn Manalad | 36. Patricia Albeño |
| 3. Adrian Peirce | 21. Herb Hastings | 37. Preselah Seymore |
| 4. Angeleter Pringle | 22. iPhone | 38. Rachel Montoya
Gabrielson |
| 5. Anh Nguyen | 23. J Douglas Hollie | 39. Raji H |
| 6. Ara López | 24. Jaynette Underhill-
Levingston | 40. Sara Trail |
| 7. araceli | 25. Jenica Hadley | 41. Sol |
| 8. Assata Olugbala | 26. Jennifer's Notetaker
(Otter.ai) | 42. Sonia M |
| 9. C. Young | 27. Latashia Perry | 43. Tandra DeBose |
| 10. Carleene | 28. Lorena G | 44. Tegre Miles |
| 11. Chris Aguire - DDS | 29. Marcie Lyn | 45. Together Homecare |
| 12. Danielle N. Motley-Lewis
 TMC. | 30. Maria Ramirez | 46. Vi Ibarra |
| 13. Denise Bradley | 31. Mark Caffee | 47. Vinit's Notetaker
(Otter.ai) |
| 14. Diana Gonzalez | 32. Mikayla | 48. Wendell James |
| 15. DJ Gomes | 33. Mike Pereira, Ala Costa
Centers | 49. zack |
| 16. Dominique Mellion | | 50. Zoom user |
| 17. Geneva Carlos-Valentino | | |
| 18. Glenester Irvin | | |

CALL TO ORDER

The meeting was called to order at 7:04 pm. Interpreters were announced and Spanish Translation was turned on. Our Mission, Vision, and Core Values were read aloud. A quorum was established with attendance.

CONSENT AGENDA / MINUTES

M/S/C “The Board moves to approve the current Agenda as presented”
[David/Dan] Unanimous - The motion was adopted.

M/S/C “The Board moves to approve the previous months minutes as presented”
[Renee/Teresita] Unanimous - The motion was adopted.

PUBLIC COMMENT

Regional Center of the East Bay uses Robert’s Rules of Order to guide our meetings. Robert’s Rules of Order is the most used manual of parliamentary procedure in the United States. Robert’s Rules of Order is designed to provide structure and guidance while facilitating the orderly operation of a meeting. According to Robert’s Rules of Order, our board members are not allowed to comment debate or respond to the public during our public meetings.

The Board heard comments from Rachel Montoya Gabrielson who has shown interest in joining the Board of Directors. This would be her first meeting.

The Board heard comments from Wynette regarding her son’s services and lack of consistency.

STATE COUNCIL ON DEVELOPMENTAL DISABILITIES: SCDDC

Sheraden Nicholau from State Council provided the Board of Directors with information that individuals needing assistance navigating services could contact the Bay Area Office of the State Council for support. They explained that Senate Bill 1052, introduced by Senator Lena Gonzalez and supported by several community organizations, aimed to clarify and strengthen the authorized representative process in California. The bill was intended to protect individuals with disabilities by allowing them to appoint representatives to support their participation in planning meetings without requiring conservatorship. It included provisions for contingent, time-limited, and one-time appointments, ensuring person-centered support while preserving autonomy. They stated that the bill was designed to address concerns about family separation and ensure continued support for individuals with disabilities. The authorized representative role was described as a safeguard to protect civil and service rights when individuals lacked advocacy support. Shared upcoming events and opportunities. They announced a Regional Advisory Committee meeting in San Mateo County with hybrid access, featuring legislative updates and discussions on topics such as intergenerational trauma in autistic families and airline passenger rights. They promoted an alternatives to conservatorship training hosted with the ACLU, a two-day Cal-TASH conference focused on inclusion, and the UCSF Annual Developmental Disabilities update conference for professionals, advocates, and families.

COMMITTEE REPORTS

EXECUTIVE DIRECTOR’S REPORT –Executive Director

Executive Director Dr. Rebecca Nanyonjo provided a comprehensive update on state and organizational updates to the board. She explained that revised trailer bill language had been proposed at the state level and was expected to be finalized and implemented by 2027. She noted that Association of Regional Center Agencies (ARCA) would be reviewing and determining its position ahead of budget hearings, and that the proposed changes could impact service delivery, provider requirements, board composition, and contract funding caps. She highlighted that contract caps were planned to increase incrementally, which would require greater fiscal oversight. She reported that the Department of Developmental Services (DDS) was working on a new data system called LOIS to replace the outdated San Diego database, aiming to improve data consistency and service delivery. She noted challenges with current data systems and ongoing efforts to clean and standardize data before transition. She also explained concerns about federal funding, including reduced funding streams and a projected \$1.5 billion shortfall in purchase of service funding, which could affect service delivery statewide.

She Nanyonjo stated that DDS was reviewing and proposing changes to Regional Center performance measures, which could influence how services were evaluated and delivered. She also explained that the state was working to protect individuals receiving Medi-Cal and CalFresh from being negatively impacted by federal work requirements through improved data matching. She shared legislative updates, including a proposed dental bill led by Assemblymember Joaquin Arambula to improve access to dental services for individuals with developmental disabilities, and a resolution recognizing the 60th anniversary of the first regional centers. She also noted that DDS was preparing a master plan to be submitted to the legislature in March 2026, incorporating stakeholder input. Internally, she reported that efforts were underway to strengthen case management structures and that several community events were scheduled, including a Spanish-language purchase of service meeting, a Black History Month celebration, and a Deaf Plus community listening session. She also announced that staff and board members would participate in Legislative Advocacy Days in Sacramento and that updates

would be provided at a future meeting. The board of directors engaged in clarifying questions regarding the information provided.

BUDGET AND FINANCE COMMITTEE – Treasurer, Director of Finance & Administration

The committee reported the below information, the board of directors engaged in clarifying questions regarding the information provided. Adrian Peirce, with AGT, presented on the financial audit, stating it was a clean audit. The draft audit was presented to the Budget and Finance Committee. The Draft Audit report will be provided to the full board. If Any questions arise, please connect directly.

**REGIONAL CENTER OF THE EAST BAY
FINANCIAL STATUS REPORT
FY25-26
June 2026**

	BUDGET B-3	EXPENDED 12/31/2025	% EXPENDED	PROJECTED EXPENDED	DIFFERENCE
OPERATIONS					
PERSONNEL SERVICES	80,619,187 (1)	34,936,315	43.33%	80,619,187	-
OPERATING EXPENSE	14,620,745 (1)	6,067,648	41.50%	14,620,745	-
LESS: REVENUE	(3,157,986) (2)	(1,841,911)	58.33%	(3,157,986)	-
TOTAL OPERATIONS	92,081,947	39,162,053	42.53%	92,081,947	-
PURCHASE OF SERVICE					
Regular Purchase of Service	1,138,922,854 (3)	545,698,545	47.91%	1,138,922,854	-
Community Placement Plan-Reg & Start-up	523,629	306,323	58.50%	523,629	-
TOTAL POS	1,139,446,483	546,004,867	47.92%	1,139,446,483	-
TOTAL BUDGET	<u>1,231,528,430</u>	<u>585,166,921</u>	<u>47.52%</u>	<u>1,231,528,430</u>	<u>-</u>

Note #1: Both allocations for FY25-26 and FY24-25 included various OPS policy items, including core staffing, facility rent, SDP supports, case load reduction, Lanterman Act provisional eligibility, HCBS compliance. Both fiscal years did not include SDP ongoing implementation while FY25-26 received a reduction for funding of Rate Reform Acceleration. FY25-26 included full CPP/CRDP OPS allocation while FY24-25 only had 1/2 of total allocation in A-1.

Note #2: Revenue includes interest income and ICF Administrative fees

Note #3: B-2 allocation for FY25-26 included 1,231,728,430 versus A-1 allocation for FY 24-25 was \$903,318,989, an increase of 31%. \$202,963,402 was for service provider rate reform

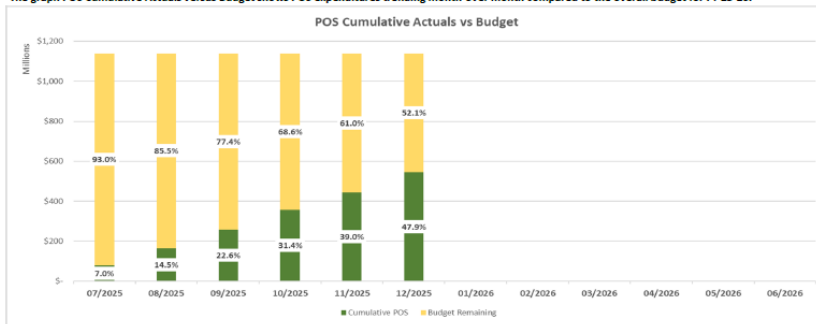
Note #4: Payroll YTD-wages paid through: 12/29/2025

Note #5: OPS expenditures at 43% of total budget as of 12/31/25, compared to 39% for FY 24-25 as of 12/31/24.

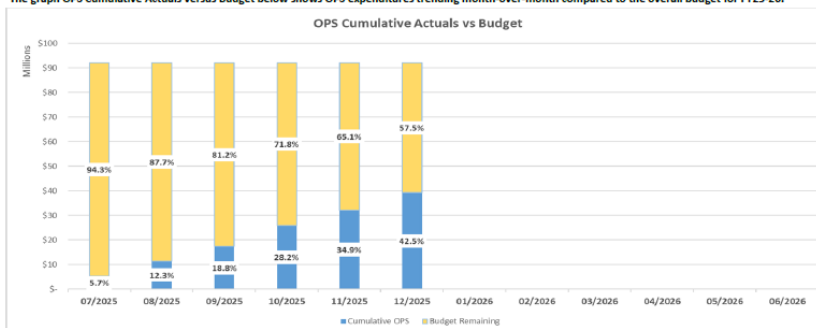
Note #6: POS expenditures at 48% of total budget as of 12/31/25, compared to 43% for FY 24-25 as of 12/31/24.

RCEB has not completed a detailed PEP (POS Expenditure projection) as it is not required for submission by DDS.

The graph POS Cumulative Actuals versus Budget shows POS expenditures trending month-over month compared to the overall budget for FY 25-26.



The graph OPS Cumulative Actuals versus Budget below shows OPS expenditures trending month-over-month compared to the overall budget for FY25-26.



Bay Area Housing Plan (BAHP) Bonds

In March 2006, the Bay Area Housing Plan was developed by 3 regional centers: Golden Gate Regional Center, San Andreas Regional Center, and Regional Center of the East Bay to build 60 properties to provide affordable, community based housing for people with developmental disabilities in perpetuity. RCEB has 15 homes out of the 60 properties that were developed for Alameda and Contra Costa County.

On February 1st, 2011, the California Health and Human Services Agency (CHHSA) and DDS approved a refinancing plan to loan \$76,970,000 for the BAHP homes through the issuance of insured revenue bonds. The bonds matured on February 1st, 2026 and were fully paid off.

EXECUTIVE COMMITTEE REPORT/PRESIDENT'S REPORT: President

Sadia Mumtaz shared updates from the Executive Committee and, in her first meeting following the election, thanked the Board for its trust and confidence in her leadership. She stated that she was honored and humbled to serve as Board President and emphasized that she would rely on the support of fellow board members, the community, clients, families, and the RCEB team led by Dr. Nanyonjo. She stated that she took the responsibilities of the presidency seriously and aimed to build transparency and trust through open communication and responsiveness.

She outlined four core pillars of her leadership: partnership, good governance, diversity, equity, and inclusion, and continuous improvement. She explained that partnership included working closely with RCEB, Dr. Nanyonjo, clients, families, providers, and the broader community. She also emphasized the importance of strengthening governance through closer collaboration with the Executive Director, improved bylaws, and a more effective code of conduct. She noted that diversity, equity, and inclusion should remain embedded in all aspects of the Regional Center's work, and that continuous improvement required seeking input from clients, families, providers, staff, and the community to ensure that important perspectives were not missed.

Ms. Mumtaz stated that the Board was exploring the creation of an email alias to allow clients, families, and community members to communicate directly with the Board, with the goal of introducing it in the coming months. She also thanked Dr. Nanyonjo, Ashley, and staff for providing the Board with technology tools and support to strengthen its work and collaboration.

She reported that the Board had recently met with DDS representatives Michi and Ernie to discuss progress on board recruitment and other matters, and that DDS had expressed satisfaction with the progress made thus far. She also announced new committee leadership assignments, stating that Raj would chair the Supports and Services Committee, David would lead the Budget and Finance Committee, and Teresita would chair the Membership Development Committee. She concluded by noting that the Board was working on revising its bylaws and code of conduct over the next few months.

CONTRACT APPROVAL

[Note: The contracts were submitted to the board of directors prior to the board meeting for their review and opportunity to ask questions and provide comments.]

1. DDS B-1 and B-2
M/S/C "The Board moves to approve the current contract's presented"
[Dan/Rose] Discussion occurred with the Board before adopting Contracts. Unanimous - The motion was adopted.
2. Draft Performance Objectives, 2025-2026
M/S/C "The Board moves to approve the Draft Performance Objectives, 2025-2026"
[David/Dan] Discussion occurred with the Board before adopting Unanimous - The motion was adopted.
3. RCEB 23-24-1 Canvas Housing
M/S/C "The Board moves to approve the current contract presented"
[Renee/Rose/*Dan Originally] Unanimous - The motion was adopted.

MEMBERSHIP DEVELOPMENT COMMITTEE: President

Sadia Mumtaz introduced an item regarding a board candidate application and explained that the Board was being asked to vote on whether to uphold the interview panel's decision not to recommend Denise Bradley for Board membership. She stated that the candidate had been interviewed the previous year and that concerns had been raised regarding the content and tone of an email, as well as feedback from a past board member and a current board member who did not support the candidacy. She further explained that the matter had previously been communicated to the Board by email and discussed in closed session, and that no request for a re-interview had been made at that time.

During the discussion, Board members requested additional clarification before proceeding with a vote. Renee Perls asked for more information about the reasons for the recommendation, and Rose requested a separate follow-up discussion as well.

Dan Hogue stated that he did not believe it was appropriate to vote while some board members lacked the full background, and he also expressed concern that the motion itself was unclear. He noted that he had previously recommended re-interviewing the candidate after new information had come forward.

In response, Ms. Mumtaz clarified that the proposed motion was to confirm the interview panel's decision not to recommend the candidate and stated that legal counsel and DDS had advised that all such candidate recommendations, whether favorable or unfavorable, should be brought to the Board for a vote. However, because some members still needed further information, she agreed that the matter should not be voted on at that meeting. After additional disagreement between board members about prior discussions and positions taken, the matter was tabled for a future meeting, with Ms. Mumtaz stating that she would follow up offline with the members who needed more context.

Please check our website and read about the board and e-mail your interest: [Board of Directors - Regional Center of the East Bay](#)

CONSUMER ADVISORY COMMITTEE [CAC]: Secretary

Renee Perls reported that, during the consumer/client meeting, the committee discussed holding an open house to invite and encourage new members to join. She stated that the open house would take place at both the Concord and San Leandro offices from 4:00 to 5:00 p.m., with options to attend either in person or via Zoom.

She explained that staff support would be available at both locations, with Karen at the Concord office and Chris Hansen at the San Leandro office. She also noted that emails had been sent to day programs and work programs to help recruit additional members.

Ms. Perls further shared that the committee discussed the content of the open house, including a presentation by Rose, and that each committee member would speak on one important point for prospective new members to know. She concluded by stating that these topics made up the full discussion of the meeting.

SUB COMMITTEE REPORTS: President

N/A February

PROVIDER/VENDOR ADVISORY COMMITTEE [PVAC]: Dan Hogue

The Committee reported on the recent PVAC committee meeting, a brief PVAC update, noting that recent meetings lacked quorum despite strong attendance, and shared that PVAC is reviewing proposed bylaw changes to encourage broader participation and fill key membership gaps. He highlighted important provider updates, including the February 27 deadline for Quality Incentive Program surveys and compliance requirements to avoid rate reductions, progress on a voluntary self-evaluation tool for day program providers, and advocacy gains from AB 2423, which revealed widespread provider underfunding. He also announced an upcoming East Bay Legislative Coalition breakfast as an opportunity for providers and stakeholders to engage directly with local legislators and advocate for sustained and improved services.

EXTENDED PUBLIC COMMENT:

The Board heard comments from Vi Ibarra who introduced herself as staff to the Developmental Disabilities Council in Contra Costa County and shared information about two upcoming events. She announced that the Council's regular board meeting would take place on Wednesday, the 25th, at 10:00 a.m. and stated that the meeting would include a presentation by Care Parent Network on current trends in school district services for students ages five and older. She also noted that the meeting would include regular updates from the Regional Center, the State Council, the East Bay Legislative Coalition, and other community bodies, and that the public was invited to attend either in person or virtually.

Ms. Ibarra also provided an update on the annual Transition Conference and Resource Fair, which she was coordinating with her Alameda County counterpart. She stated that the event would be held on March 28 at Chabot College and was intended for young people transitioning from school to adult services, as well as their families, service providers, and adults still exploring their path into adulthood. She explained that links would be shared for both attendees and providers interested in hosting a table at the resource fair. She added that approximately 300 people were expected to attend and noted that the event would offer providers a valuable opportunity to connect with the community. She concluded by stating that she or her Alameda County counterpart, Sabrina Sahota, could be contacted with any further questions.

The Board heard comments from Monica Montgomery and stated that she had several questions. She first asked who had served on the selection committee that considered Denise Bradley and who had been on the interview committee. She also expressed concern about maintaining mutual respect during Board meetings, particularly regarding references to statements made in closed session while the public was present. She stated that private sessions should remain private and emphasized the importance of respecting both one another and those attending the meeting.

The Board heard comments from Patricia Albeño who thanked David for speaking up, asking thoughtful questions, and seeking clarification when he was not prepared to vote. She stated that board service required active participation,

accountability, and full attention, and she expressed appreciation for his seriousness and respect for the role. She also thanked Steve Robinson, noting that his information was consistently calm, confident, reliable, and transparent.

The Board heard comments from Sara Trail who raised questions regarding the interview process and asked whether David had watched the interview video. She also suggested that, if certain board members were going to be briefed on the details of the interview process, a third party such as Dan, who had not participated in the interview, could assist in showing the video so that members could make a more informed decision. She stated that, in her view, some of the interview questions were inappropriate and did not align with what she believed a board interview should involve. She further asked whether Regional Center leadership had reviewed the video and, if so, what Steve Robinson or Dr. Nanyonjo thought about how the interview had been conducted. She clarified that her concern was not about the outcome of the interview, but rather whether the process reflected appropriate board practices and whether there was sufficient third-party accountability.

The Board heard comments from Araceli who asked a question regarding Purchase of Services. She asked why copayment reimbursements for traditional services were taking more than three to six months to be processed when the budget had already been assigned and the expenses had been projected. She stated that, in her own case, a reimbursement dating back to November had still not been paid. She asked whether the delay was due to an administrative or staffing issue, or whether there was a backlog in the Fiscal Department.

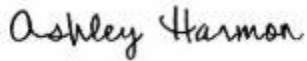
ASSOCIATION OF REGIONAL CENTER AGENCIES (ARCA): President/Vice President

David Glasser reported on the ARCA meeting held on January 15 via Zoom and explained that ARCA is an association representing regional centers throughout the state. He stated that key topics discussed included proposed ARCA bylaw changes, broader system change opportunities, and highlights from the fiscal year 2026–2027 budget. He also shared that the meeting covered Documenting Access Guidelines, reminders regarding the Public Records Act for board members, and an overview of ARCA Academy training resources for Regional Center boards. In addition, he noted that legislative updates were provided on sponsored bills, including issues related to dental access and youth caregivers. Mr. Glasser further reported that the delegates discussed engagement and strategic priorities for improving coordination with the Client Advisory Committee. He concluded by stating that this was the extent of his report and expressed hope that Raj was doing well.

MEETING ADJOURNED

The board meeting adjourned at 9:00 p.m.

Proposed minutes respectfully submitted:



Board Secretary / Executive Assistant

March 24, 2026

Date

Approval noted in the follow month's minutes.



Budget and Finance Committee – Agenda
April 8, 2026

- I. Approve minutes of March 11, 2026
- II. February 2026 Monthly Financials and Graphs
- III. Caseload ratios report as of March 1, 2026
- IV. DDS State Staff Contract

**REGIONAL CENTER OF THE EAST BAY
FINANCIAL STATUS REPORT as of 2/28/26
FY25-26**

	BUDGET B-4		EXPENDED 02/28/2026	% EXPENDED	PROJECTED EXPENDED	DIFFERENCE
OPERATIONS (OPS)						
PERSONNEL SERVICES	80,619,187	(1)	46,631,124	57.84%	80,619,187	-
OPERATING EXPENSE	14,620,745	(1)	8,208,249	56.14%	14,620,745	-
LESS: REVENUE	(3,157,986)	(2)	(3,033,547)	96.06%	(3,157,986)	-
TOTAL OPERATIONS	92,081,947		51,805,826	56.26% (5)	92,081,947	-
PURCHASE OF SERVICE (POS)						
Regular Purchase of Service	1,249,853,303	(3)	739,568,332	59.17%	1,195,291,335	54,561,968
Community Placement Plan-Reg & Start-up	523,629		536,510	102.46%	536,510	(12,881)
TOTAL POS	1,250,376,932		740,104,842	59.19% (6)	1,195,814,964	54,549,087
TOTAL BUDGET	<u>1,342,458,879</u>		<u>791,910,667</u>	<u>58.99%</u>	<u>1,287,896,911</u>	<u>54,549,087</u>

Note #1: Both allocations for FY25-26 and FY24-25 included various OPS policy items, including core staffing, facility rent, SDP supports, case load reduction, Lanterman Act provisional eligibility, HCBS compliance. Both fiscal years did not include SDP ongoing implementation while FY25-26 received a reduction for funding of Rate Reform Acceleration. FY25-26 included full CPP/CRDP OPS allocation while FY24-25 only had 1/2 of total allocation in A-1.

Note #2: Revenue includes interest income and ICF Administrative fees

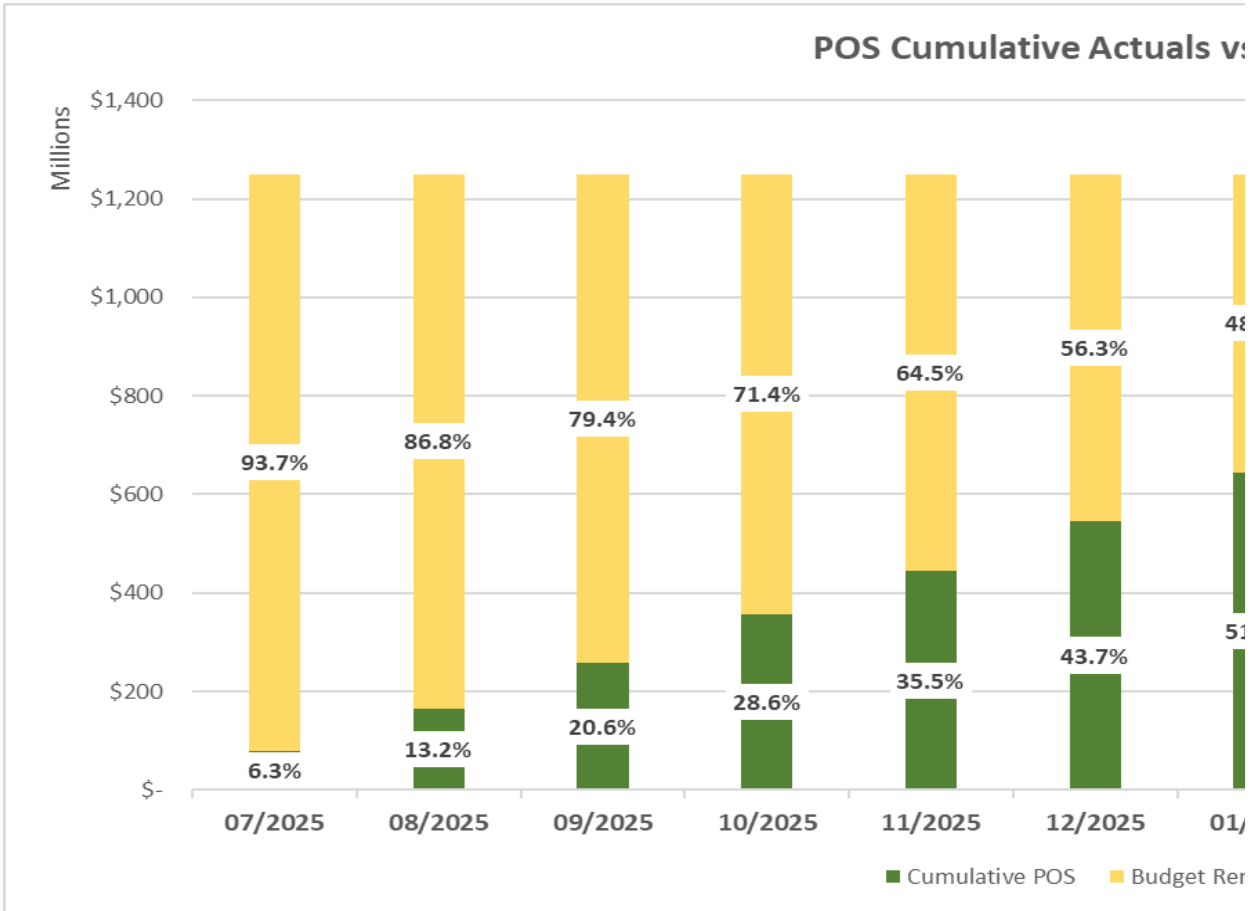
Note #3: B-2 allocation for FY25-26 included 1,231,728,430 versus A-1 allocation for FY 24-25 was \$903,318,989, an increase of 31%. \$202,963,402 was for service provider rate reform. B-4 provided \$110M add'l POS and \$845k for HCBS funding.

Note #4: Payroll YTD-wages paid through: 02/13/2026

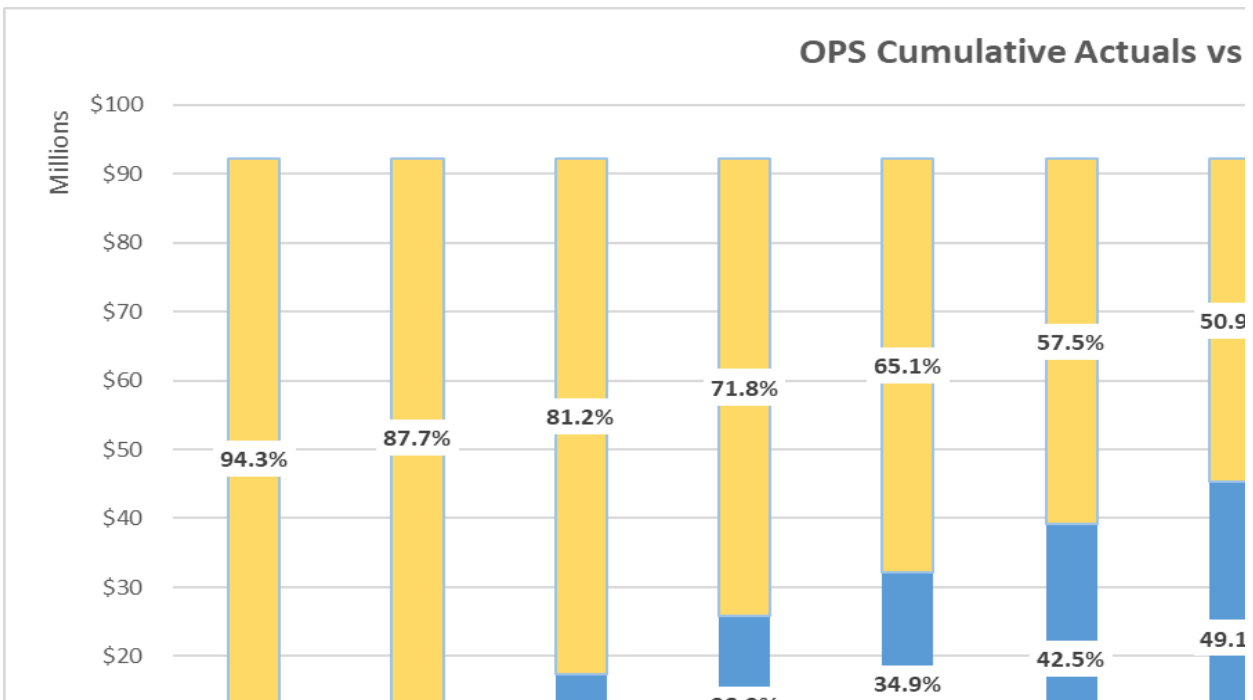
Note #5: OPS expenditures at 56% of total budget as of 02/28/26, compared to 52% for FY 24-25 as of 02/28/25.

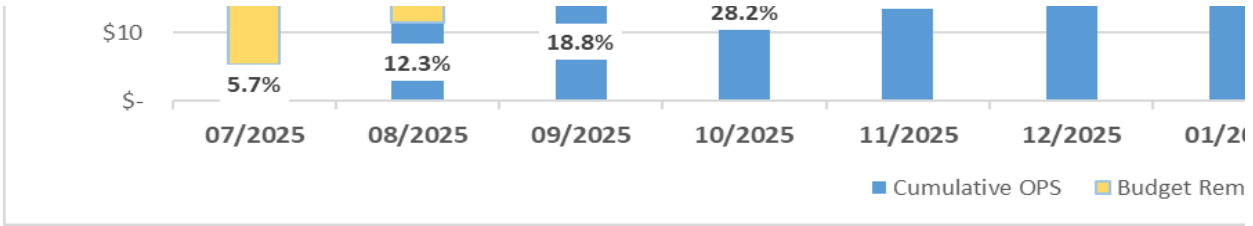
Note #6: POS expenditures at 59% of total budget as of 02/28/26, compared to 58% for FY 24-25 as of 02/28/25.

The graph POS Cumulative Actuals versus Budget shows POS expenditures trending month-over

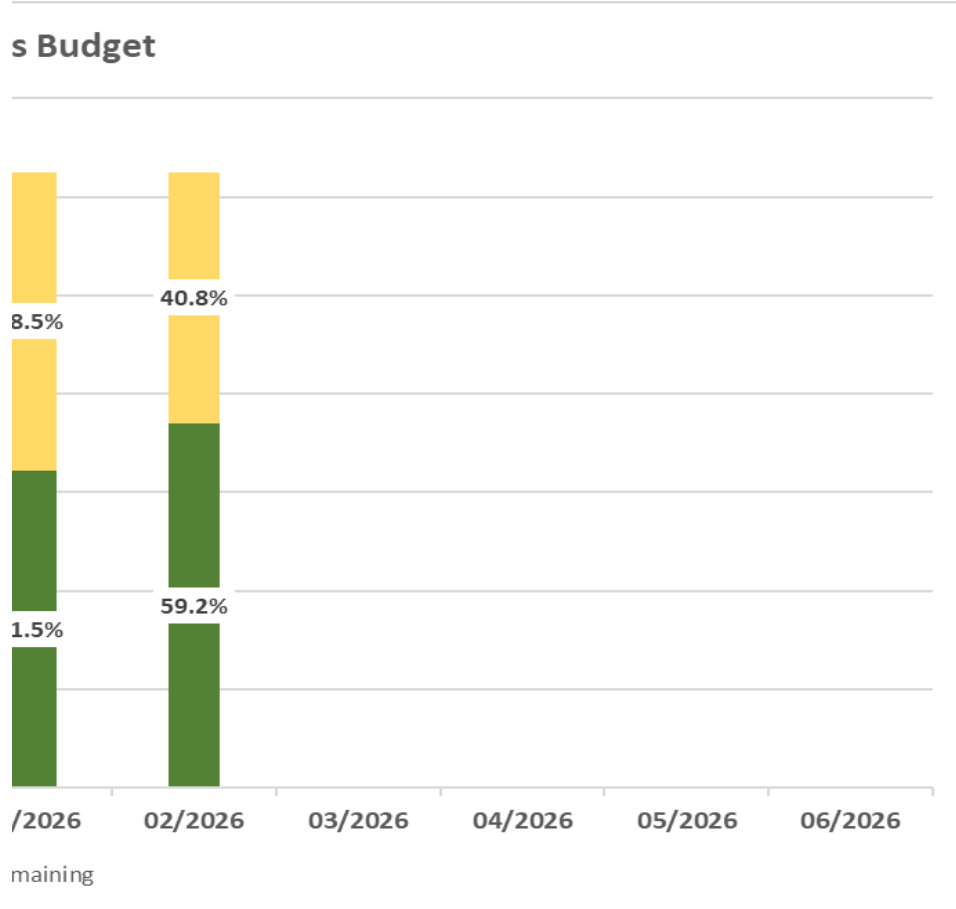


The graph OPS Cumulative Actuals versus Budget below shows OPS expenditures trending month-over

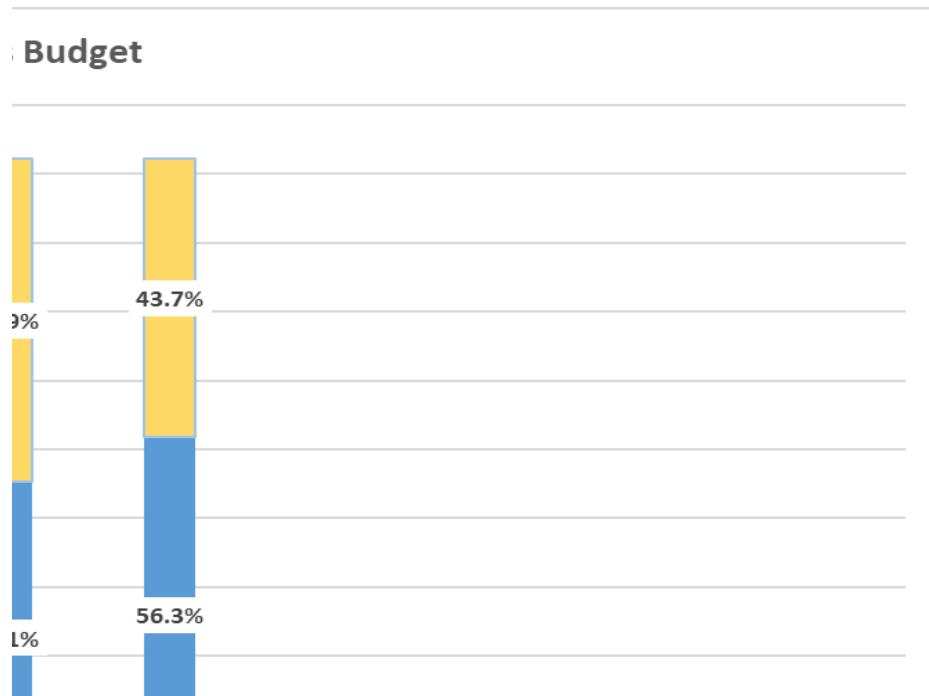


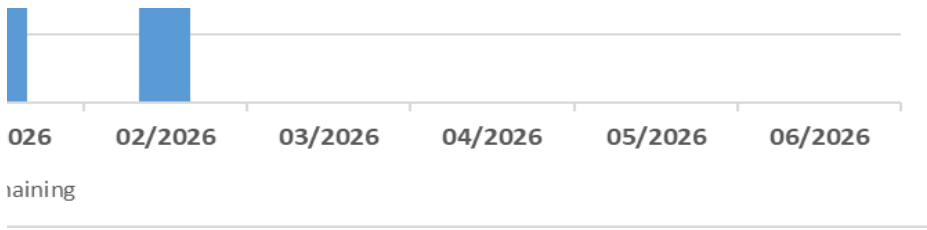


ver month compared to the overall budget for FY 25-26.



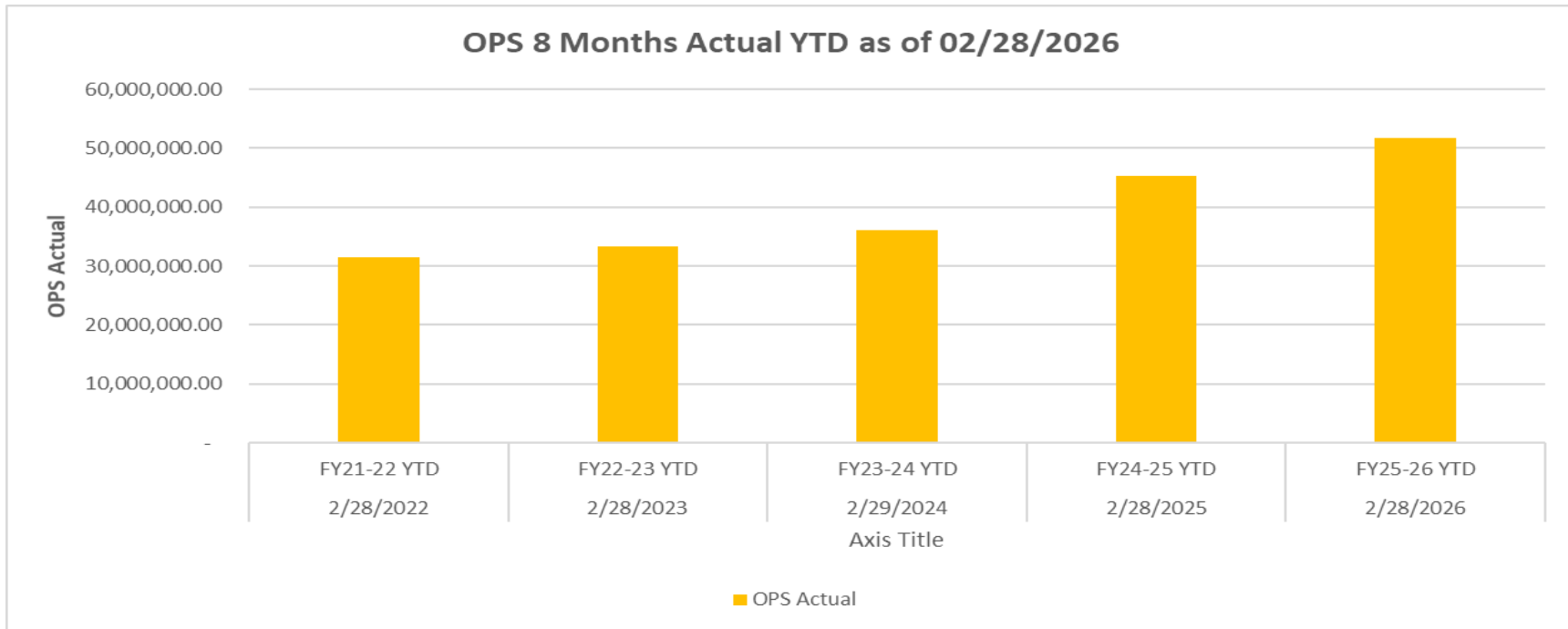
month-over-month compared to the overall budget for FY25-26.





OPS 8 Months Actual YTD as of 02/28/2026

	02/28/2022 FY21-22 YTD	02/28/2023 FY22-23 YTD	02/29/2024 FY23-24 YTD	02/28/2025 FY24-25 YTD	02/28/2026 FY25-26 YTD
OPS Actual	31,419,179.42	33,294,195.98	36,011,521.61	45,296,259.54	51,805,825.57
OPS Budget	56,729,873.00	68,390,286.99	77,971,484.00	87,632,455.00	92,081,947.01
Caseloads	23,087	23,846	25,585	26,811	29,092

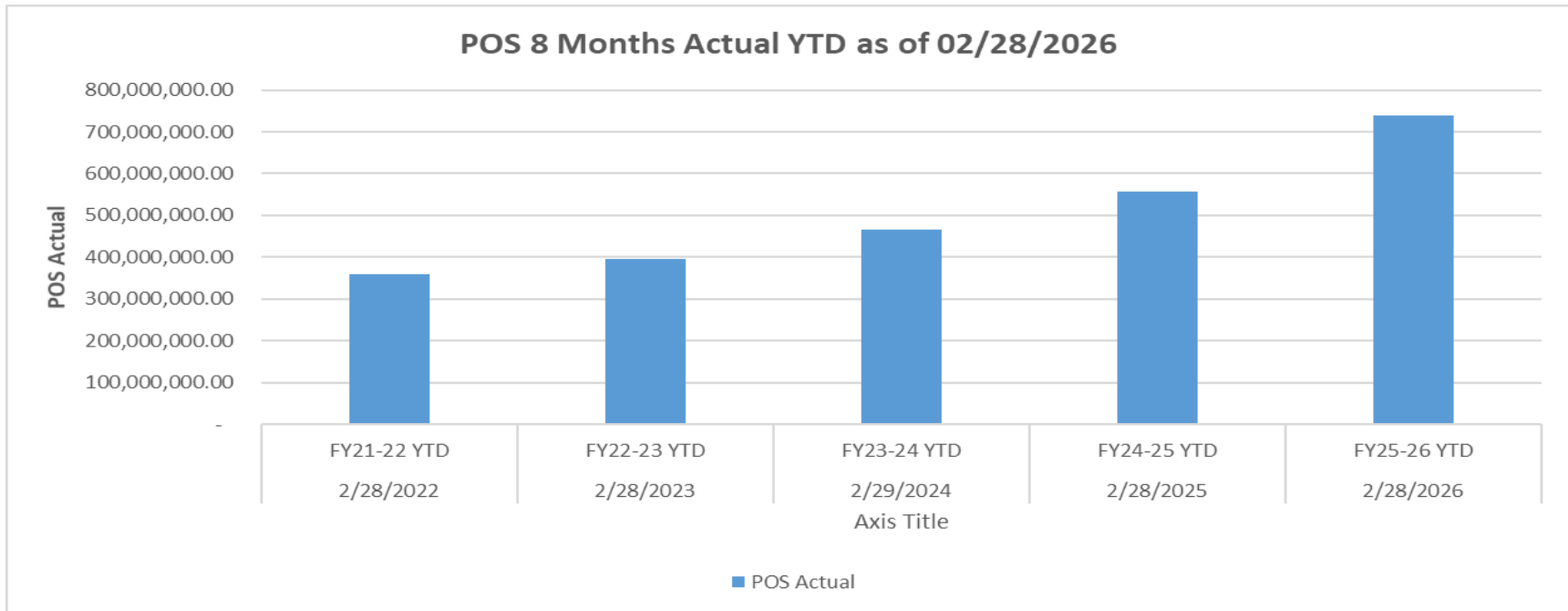


Notes:

- Total caseloads increased by 6,005 or 26% since Feb 2022
- Total OPS actual increased by \$20.4M or 65% since Feb 2022
- Total OPS budget increased by \$35.3M or 62% since Feb 2022

POS 8 Months Actual YTD as of 02/28/2026

	02/28/2022 FY21-22 YTD	02/28/2023 FY22-23 YTD	02/29/2024 FY23-24 YTD	02/28/2025 FY24-25 YTD	02/28/2026 FY25-26 YTD
POS Actual	359,489,248.88	396,542,023.12	465,980,850.57	558,219,645.45	739,568,331.96
POS Budget	581,828,391.00	719,250,734.16	758,937,263.00	958,421,982.00	1,249,853,303.00
Caseloads	23,087	23,846	25,585	26,811	29,092



Notes:

- Total caseloads increased by 6,005 or 26% since Feb 2022
- Total POS actual increased by \$380M or 106% since Feb 2022
- Total POS budget increased by \$668M or 115% since Feb 2022

**REGIONAL CENTER OF THE EAST BAY
FINANCIAL STATUS REPORT
FY 2022-2023**

SAMPLE ONLY

	BUDGET D-1 & Expected D-2	EXPENDED 09/30/22	% EXPENDED	PROJECTED EXPENDED	DIFFERENCE
OPERATIONS					
PERSONNEL SERVICES <i>Includes Salaries, Benefits-Health/Insurances, La Familia Contract, Workers Compensation</i>	\$59,177,788	\$9,785,980	16.54%	\$59,177,788	\$0
OPERATING EXPENSE <i>Rent, Insurance, Legal, Technology, Consultants Fees and Dues, Supplies Travel, Communications (Mail, Phone/Internet), Equipment</i>	\$8,771,678	\$1,635,997	18.65%	\$8,771,678	\$0
LESS: REVENUE <i>Interest and Monies received for processing of Intermediate Care Facility Payments (Administrative Fee)</i>	(\$217,000)	(\$45,145)	20.80%	(\$217,000)	\$0
TOTAL OPERATIONS	\$67,732,466 (1)	\$11,376,832	16.80%	\$67,732,466	\$0
PURCHASE OF SERVICE					
Regular Purchase of Service <i>This includes the cost of services for all served-respite, ILS, daycare, residential costs crisis services and transportation by contract etc</i>	\$719,250,734 (2)	\$136,643,115	19.00%		
Community Placement Plan-Reg & Start-up <i>This includes the costs for services for people moving out of restricted settings for the year and funds for start up of new programs incl housing, programs funded by DDS</i>	\$693,066 (3)	\$80,133	11.56%		
TOTAL POS	\$719,943,800	\$136,723,248	18.99%		
TOTAL BUDGET	\$787,676,266	\$148,100,080	18.80%		

Note #1: Operations allocation for FY 22-23 based on core staffing formula, budgeted caseload, and other statistics. Additionally, OPS allocation included rent and other Policy items, including Special Home Monitoring, and continuation of ABX2 1 increase, SB826 HCBS compliance, SDP/Participant Directed Services support, Emergency Coordinator, Enhanced Service Coordinator for low or no POS, Deaf Specialist, Provisional Eligibility, Rate Reform implementation, H&S waiver assistance for non English clients, Language Access, and Self Determination implementation and participant support. New funding for FY22-23 included funding for Reduced Caseload Ratio for Children through Age 5, Early start-Part C to B and Eligibility, and Performance Incentives for RC Implementation Resources and Reduced Caseload Ratios. D-1 only included 50% of CPP and remaining 50% is expected in D-2

Note #2: Purchase of Services allocation for FY 22-23 and FY 21-22 included caseload growth and continuation funding for rates increase due to SB minimum wage increase, ABX2 1 Community Based Services increase. FY22-23 POS also included funding for Service Provider Rate Reform, Compliance with HCBS and Quality Incentive Program.

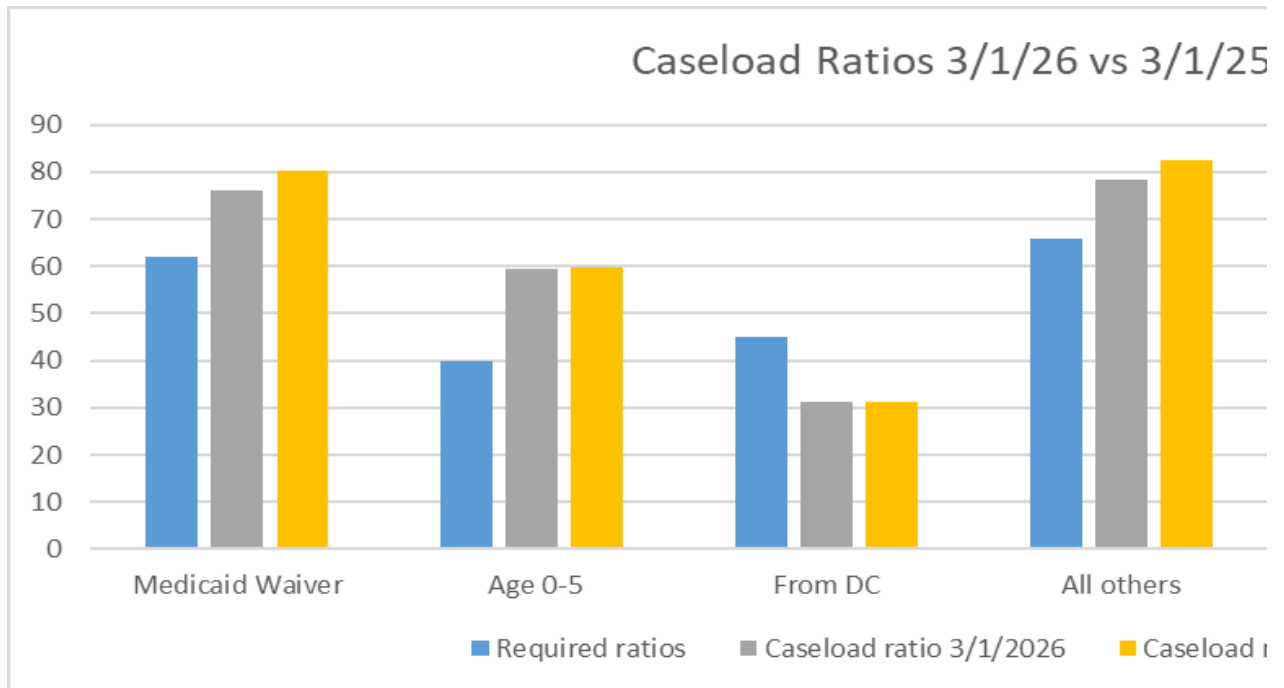
Note #3: D-1 allocation included funding for CPP Placement

Note #4: The Purchase of Services detailed projections will be determined upon the completion of the Purchase of Service Expenditure Projection (PEP) in December 2022.

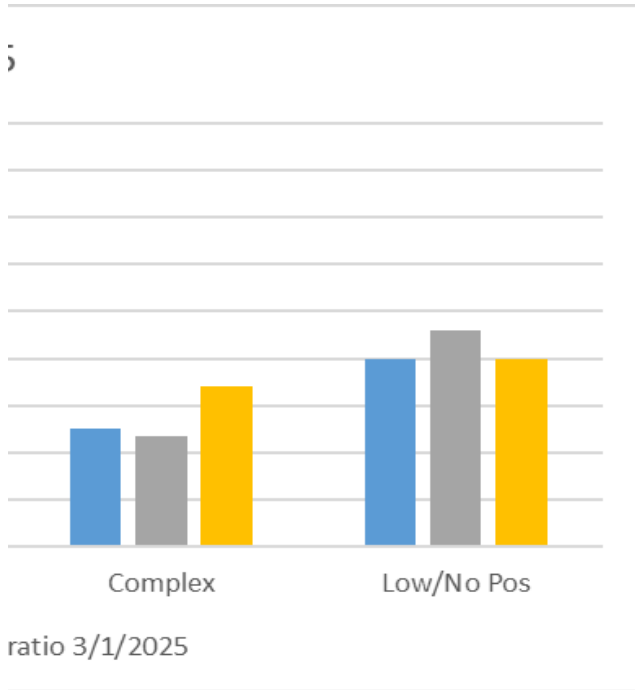
Note #5: Payroll through 09/16/22

Caseload Ratios report as of 3/1/26

	Medicaid Waiver	Age 0-5	From DC	All others	Complex
Required ratios	62	40	45	66	25
Caseload ratio 3/1/2026	76.2	59.4	31.3	78.3	23.6
Caseload ratio 3/1/2025	80.1	59.7	31.1	82.4	34.2
Comparison 3/1/2026 vs 3/1/2025	(3.9)	(0.3)	0.2	(4.1)	(10.6)



Low/No Pos	CM FTEs	Total Headcount	Total cases
40			
46.1	404.83	659	29,121
39.7	358.01	595	26,823
6.3	46.8	64	2,298



STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER HD269013	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Developmental Services

CONTRACTOR NAME

Regional Center of the East Bay

2. The term of this Agreement is:

START DATE

July 1, 2026

THROUGH END DATE

June 30, 2028

3. The maximum amount of this Agreement is:

\$1,364,896.92

One million, three hundred sixty four thousand, eight hundred ninety six dollars and ninety two cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B Attachment 1	Budget	1
Exhibit C *	General Terms and Conditions	GTC 02/2025
Exhibit D	Special Terms and Conditions	5
Exhibit E	Termination Provisions	2
Exhibit F	Operations	3
Exhibit G	Projections	2
Exhibit H	Sexual Harassment Prevention Policy	9
Exhibit I	Anti-Nepotism Policy	2
Exhibit J	HIPAA Statement of Assurances for Protection of Protected Health Information	17

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

Regional Center of the East Bay

CONTRACTOR BUSINESS ADDRESS

500 Davis Street, Suite 100

CITY

San Leandro

STATE

CA

ZIP

94577

PRINTED NAME OF PERSON SIGNING

Rebecca Nanyonjo

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER HD269013	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Developmental Services

CONTRACTING AGENCY ADDRESS

1215 O Street, MS 10-10

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Noah Valadez

TITLE

Chief, Business Management and Support Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exhibit A

SCOPE OF WORK

1. General Scope

The Department of Developmental Services agrees to provide managerial, nursing and clinical staff who provide services to persons served by the Contractor. All eligible State civil service staff will be selected by the Contractor.

Bargaining Units have agreed that State employees can be utilized in community assignments with prospective employers in accordance with Welfare & Institutions Code Section 4474.2 (a). These assignments have been made available to Department of Developmental Services employees. The number of staff and duration of their use will be modified as necessary through the legislative budget process.

Contractor agrees to reimburse the State for the cost of salaries, benefits, travel, and other related employee expenses for State civil service staff selected under this contract.

2. Project Representative

The Project Representative during the term of this agreement will be:

Desiree Northrup
CSSP Coordinator
Office: (916) 654-3369
Fax: (916) 654-3666
desiree.northrup@dds.ca.gov

Lynn Nguyen
Regional Center of the East Bay
Office: (510) 618-7709
lnguyen@rceb.org

Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

3. Staff Responsibilities

The State civil service staff shall be selected by the Contractor who will provide daily supervision. The State Project Representative will conduct administrative oversight and serve as the functional supervisor for the community state staff.

- a. Licensed Staff: The licensed State civil service staff shall perform within the scope of their license, job description, bargaining unit agreement, and the procedures of the contractor's organization in the provision of services to the persons served by the Contractor.
- b. Unlicensed Staff: The unlicensed State civil service staff shall perform, within the scope of their classification, job description, bargaining unit agreement, and the procedures of the contractor's organization in the provision of services to the persons served by the Contractor.
- c. Clinical Staff: Clinical State civil service staff shall perform within the scope of their classification, job description, bargaining unit agreement, and the procedures of the contractor's organization in the provision of services to the persons served by the Contractor. The Clinical staff will not be "on call" or provide emergency services.
- d. **This section applies to Managerial Staff contracted by Vendors Only**

Manager/Supervisor: Oversees residential programs for persons with developmental disabilities.

- 1) Communicates and carries out the Contractor's mission, goals, and objectives and explains staff roles in their implementation.
- 2) Directs and supervises all routine nursing activities of staff. Duties include developing or reviewing and approving individual consumer treatment and training plans and evaluating consumer progress; and planning, coordinating, implementing, and evaluating program objectives and results.
- 3) Directs all routine nursing activities of residence staff and provides for total nursing care during the 24-hour period. Directs and supervises staff in providing behavioral, medical/nursing services to ensure implementation of the Individual Program Plan and Individual Health Care Plan. Ensures all conditions of life and basic needs (i.e., grooming, hygiene, provision of hydration, nutrition, and medication assistance) are met in a timely manner.

4. Hiring Process

- a. The Job Opportunity Bulletin (JOB) and Duty Statement will be consistent with the classification specifications.
- b. Selection will be based upon a competitive interview. The panel will include a representative from the Contractor and a representative from the Department of Developmental Services (DDS)/Community Facility (CF). All interviews will utilize patterned questions which have been reviewed and approved by Department of Developmental Services' EEO and Personnel Officers. Employees may request and shall receive feedback on their interview to help them prepare for future interviews for other jobs in the community.

Employees shall have a right to utilize the Merit Appeal process.

5. Responsibilities of State

- a. The Project Representative has the overall responsibility for the coordination of the hiring process which includes job announcement, staff orientation to meet potential employers, interviews and selection process. The interview panel will include a representative from the Contractor and DDS.
- b. All civil service staff who are selected and accept an assignment for service with the Contractor shall have their worksite designated by the Contractor and their Project Representative will designate the official headquarters for assignment purposes. They shall have the same rights and obligations as any civil service employee while serving in the assignment with the Contractor. Service with the Contractor shall be treated in the same manner as civil service at any other State facility. The length of assignment with the Contractor will be subject to California State budget appropriations and Welfare & Institutions Code Section 4474.2(a) or later enacted statute.
- c. The State is not obligated to provide staff to the Contractor under this agreement to the derogation of its obligations at its own facilities.

6. Responsibilities of Contractor

- a. Contractor is responsible for the overall management and control of the operations of its facilities.
- b. Contractor will approve the selection of civil service employees through competitive interviews to discharge the functions of the Managerial, Nursing, and Clinical Staff.
- c. Contractor shall provide information to employees prior to the final filing date of application to allow potential Community State Staff to ask questions.
- d. Contractor shall work cooperatively with the CSS Project Representative in providing general policy direction and the development of any operational policies or guidelines which involve the management, oversight, and/or performance of CSS employees.
- e. Contractor shall be responsible for providing to DDS all documentation regarding state employees' misconduct or performance. Such information shall not be confidential as to DDS.
- f. Contractor shall cooperate with DDS as necessary to prosecute Community State Staff employee discipline and other administrative matters, including making Contractor employees available for interviews by DDS staff and testimony before State Personnel Board (SPB) and/or the Department of California Human Resources (CalHR).
- g. At no time shall State monies or property be used to support Contractor in any manner without a prior written agreement embodying full and complete reimbursement by the Contractor to the State for all the costs incurred in complying with the agreement.
- h. Should it be determined that it is necessary to hire non-civil service employees, the Contractor shall be responsible for all aspects, of recruiting, hiring, and employing of said staff. Even though these staff persons are employed by the Contractor and may be under the supervision of State staff, they shall not be deemed to become State civil service employees.

- i. Non-civil service staff hired by the Contractor shall be compensated for their service at such a rate and in such manner as shall be determined in the discretion of the Contractor. In no event, however, shall the compensation package for any such employee of the Contractor be greater than that of a comparable State civil service employee performing service at Contractor's facility pursuant to the terms and conditions of this contract.

- j. Contractor also expressly agrees that it will be responsible for obtaining all licenses, permits, and other documents, which are required to operate any facility, which is covered by this contract. Further, the Contractor agrees to obey all applicable State Personnel Board and CalHR laws and rules and all applicable collective bargaining provisions, which cover the operation of its facilities and the activities, as defined by this contract.

- k. At no time shall the Contractor offer incentives or gifts to state staff outside the employees' collective bargaining agreement.

Exhibit B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment Provisions

The State shall invoice the Contractor monthly in arrears for services provided pursuant to this contract. Invoice shall be in triplicate, stating the services provided, the time period covered, and the contract number. Contractor shall pay the State within 30 days of the invoice.

If the State does not receive payment within 30 days of the date of the invoice, the State will send a past due notice. If an invoice is more than 60 days past due, the State will offset the past due payment paid by DDS to the contractor through the regional center(s). The State may include in the offset a charge not to exceed actual cost of collecting past due amounts.

Payments to the State, as specified herein, shall include but not be limited to all taxes--federal, state, and local; personnel costs; benefits; retirement; and ancillary costs payable by the State by reason of this contract.

2. Budget Contingency Clause

- a. It is mutually agreed that if the Budget Act of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this program, this Agreement shall be of no further force and effect.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an amendment to Contractor to reflect the reduced amount.

3. **Contract Budget Changes**

The budget contained in this Agreement reflects the best estimate of costs to the Contractor under this agreement. The budget is based upon current salary and benefit civil service rules, in conjunction with the Contractor's estimate of the number and classification of staff to be covered under this contract. The Contractor shall be invoiced for the actual cost of employees selected under this contract. All amendments for additions and deletions of any line item shall be requested in writing to the appropriate Project Representative. Such requests shall contain an explanation of the need for the change, identification of the line items to be changed, and a revised budget. The State reserves the right to deny any request for line item transfers, additions, or deletions. Amendments require written approval by both parties.

4. **Travel**

- a. Reimbursement will be paid according to the California Department of Human Resources (CalHR) guidelines.
- b. Travel expense rates shall not exceed the rates specified by CalHR for comparable classes of state employees.

5. **Projected Budget**

- a. The Contractor understands that the amounts allocated for each of the following line items in the Projected Budget may not be exceeded for Support Service Team, Differential, Licensed Reimbursement and Travel.
- b. This projected budget is a projection of average estimates. Salaries and benefits may change based on union agreements, merit salaries and statewide policy decisions.

EXHIBIT B - ATTACHMENT 1

PROJECTED BUDGET

FY 2026-27

Support Team	Sub Total
Salaries	\$399,564.00
Benefits	\$250,356.00
Differential	\$4,500.00
Overtime	\$0.00
TOTAL SALARIES & BENEFITS	\$654,420.00
Travel (mileage, license reimbursement)	\$18,285.00
Total Budget 2026-27	\$672,705.00

FY 2027-28

Support Team	Sub Total
Salaries	\$411,550.92
Benefits	\$257,856.00
Differential	\$4,500.00
Overtime	\$0.00
TOTAL SALARIES & BENEFITS	\$673,906.92
Travel (mileage, license reimbursement)	\$18,285.00
Total Budget 2027-28	\$692,191.92

Total Combined Budget: \$1,364,896.92

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Approval of Performance

Performance of this contract shall be monitored by the Project Representative (State).

2. Resolution of Contract Disputes

- a. Should any question or conflict arise regarding the interpretation or performance of the contract, an attempt shall be made by the Contractor and the Project Representative (State) responsible for the contract to discuss and resolve the matter.
- b. If resolution is not reached, the Contractor shall notify the State's Project Representative in writing of the dispute within fifteen (15) days of the discussion between the Contractor and the Project Representative (State).
- c. Any dispute concerning interpretation or performance of this contract shall be decided by the State's Project Representative who shall state the factual basis for his/her decision in writing and shall serve a copy of the decision on the Contractor. The State's Project Representative's decision shall be rendered within thirty (30) days of receipt of a dispute submitted by the Contractor. Before issuance of the Project Representative's decision, informal discussions between the parties by individuals not substantially involved in the dispute shall be considered by the parties to resolve the dispute.
- d. The State's Project Representative's decision shall be final unless the Contractor, within thirty (30) days of the decision, files an appeal with the Department of Developmental Services (DDS) Director, addressed to the Director, Department of Developmental Services, 1215 O Street, MS 10-10, Sacramento, CA 95814. The Director shall decide an appeal within sixty (60) days of submission of all pertinent documents.
- e. Pending final determination of any dispute hereunder, the Contractor shall proceed diligently with the performance of this contract.

3. Insurance

The Contractor shall have and maintain throughout the entire term of this Agreement or any extension thereof insurance appropriate to the work to be performed, providing coverage during any performance by Contractor under this Agreement. This insurance shall be for general liability and/or professional liability and/or any other form as may be proper in the industry in which the Contractor is performing under this Agreement.

The Contractor agrees that the liability insurance herein provided for shall be in effect at all times during the term of this Agreement. If insurance coverage expires at any time during the term of this Agreement, the Contractor agrees to provide, at least thirty (30) days before said expiration date, a new Certificate of Insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of the Department of General Services, and the Contractor agrees that no work or services shall be performed prior to such approval. The State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

Certificate(s) of insurance must include the following general provisions stating:
The Contractor shall comply with all the requirements outlined in Insurance Requirements and General Provisions. No payments will be made under this agreement until contractor fully complies with all requirements.

Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate must be received by the State at least 10 days prior to the expiration of this insurance. Any new insurance must comply with the original terms of the Agreement.

Policy Cancellation or Termination & Notice of Non-Renewal – The Contractor is responsible to notify the State within five business days of any cancellation, non-renewal, or material change that affects required insurance coverage. Certificates of Insurance are subject to the approval of the Department of General Services (DGS) and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event, subject to the provisions of this agreement.

Premiums, Assessments and Deductibles – The Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program. DDS will not be responsible for any premiums or assessment on the policy.

Primary Clause – Any required insurance contained in this agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.

Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A_” with a financial category rating of no lower than VII. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including letter of credit may be required.

Endorsement – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

Inadequate Insurance – Inadequate or lack of insurance does not negate the Contractor’s obligations under the Agreement.

Subcontractors – In the case of the Contractor’s utilization of subcontractors to complete the contracted scope of work, the Contractor shall include all subcontractors as insureds under the Contractor’s Insurance or supply evidence of subcontractor’s insurance to the State equal to policies, coverages and limits required by Contractor.

Available Coverage/Limits – All coverage and limits available to the Contractor shall also be available and applicable to the State.

Satisfying an SIR – All insurance required by this agreement must allow the State to pay and/or act as the Contractor’s agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the Contractor’s agent in satisfying any SIR is at the State’s discretion.

If the contract requires work of a professional nature, then the Contractor agrees to maintain such types and amounts of professional liability or responsibility insurance as are customary in the industry for the work being performed under the terms of the Agreement. In no case shall the amount of the insurance be less than \$1,000,000 for any one occurrence and \$2,000,000 in the aggregate.

The Contractor shall furnish to the State Certificates of Insurance stating that each type and amount of insurance, as set forth above, is presently in effect for the Contractor. The Certificate of Insurance must provide that the State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under the Agreement.

**4. Additional Non-Discrimination Clause
(Supplements Article 10, Exhibit C, General Terms and Conditions)**

In accordance with and in addition to Article 10 of the Standard Terms and Conditions, Exhibit C, the Department requires all contractors to comply with DDS' policy on sexual harassment. This policy is attached. The Contractor is responsible for reviewing it with all applicable employees and requiring their strict adherence to this policy.

5. State Staff Duty Statement

The Contractor shall ensure that the Duty Statement for community assignment is consistent with the State Personnel Board's classification specification.

6. Rights and Protections

Contractor agrees:

- a. Community State Staff shall retain all rights and protections pursuant to State laws, rules, and applicable collective bargaining provisions for the duration of their assignment with the Contractor.
- b. At the end of the Community State Staff assignment (Contractor or the Department of Developmental Services) will provide the employee a minimum of 30 calendar days written notice.

7. Collective Bargaining Protection

Contractor agrees:

- a. Community State Staff shall remain in their current classification and retain their permanent civil service status and benefits, including collective bargaining protections for the duration of the assignment based on their time base.
- b. Approved leave, vacation and accrued time remains with the employee.
- c. The employee's new headquarters will be determined by the location where the employee spends a predominant amount of their work time. Any per diem or mileage will be based upon the headquarters location (DPA rule 599.616).
- d. Community State Staff are entitled to overtime, vacation leave, merit salary adjustments, shift differential, and license renewal reimbursements as stipulated in their respective collective bargaining agreements.

8. Termination of the Assignment

Contractor agrees:

- a. If the Contractor eliminates the community assignment, it must give thirty (30) calendar days' written notice to the employee unless the parties agree to a different date.
- b. Employees in Community State Staff assignments shall have the option with thirty (30) calendar days' written notice, unless the parties agree to a different date, to return to state assignment.

9. Terms of the Assignment

- a. Selected employees shall remain in their current classification and retain their permanent civil service status and benefits, including collective bargaining provisions for the duration of the assignment.
- b. The employee's new headquarters will be determined by the location where the employee spends a predominant amount of their work time, (DPA Rule 599.616). Any per diem or mileage will be based upon the headquarters location.
- c. Termination of the assignment by the employee or employer requires a minimum of 30 calendar days' written notice, unless the parties mutually agree to a different date.

10. Supervision

- a. State civil service staff will be subject to the supervision and control of Contractor when discharging their duties under this contract.

- b. Performance appraisals will be completed by Contractor in concert with Project Coordinator. After signed by the employee, a copy of the performance appraisal will be forwarded to the Project Coordinator (State).
- c. A copy of any employee counseling, disciplinary action, allegation of abuse/ investigation, or reason for staff dismissal will be forwarded to the Project Coordinator (State) within seven (7) working days of the employee's receipt of such action.

EXHIBIT E

TERMINATION PROVISIONS

1. Termination of Contract, Bankruptcy

In the event proceedings of bankruptcy are commenced by or against the Contractor, or if the Contractor is adjudged bankrupt or a receiver in bankruptcy is appointed and qualifies, then the State may terminate this agreement and all further rights and obligations hereunder, by giving the Contractor five (5) day notice in writing.

2. Termination for Default

- a. The state may terminate performance of work under this contract whenever the State determines that the Contractor has defaulted in performance of this contract.
- b. If, after notice of termination of this contract for default, it is determined by the State that the Contractor was not in default, the Contractor agrees that the notice of termination may be deemed to have been a termination for convenience and the rights and obligations of the parties shall be governed accordingly.

3. Termination for Convenience

The State may terminate performance of work under this contract whenever for any reason the State determines that such termination is in the best interests of the State.

4. Notice of Termination of Contract

- a. If the State terminates this contract for any reason, it may fix a date for the cessation of State's performance under the terms of this contract. The State shall notify the Contractor in writing of its decision to terminate the contract. Said termination notice shall contain the date upon which the State will cease performance under the terms of this contract. During the period between the Notice of Termination and the date fixed for cessation of performance, the Contractor agrees to continue to satisfactorily perform all of the terms and provision of this contract.
- b. The State may extend the date specified in any notice of termination or any subsequent extension thereof to any date in the future and the Contractor agrees to continue to satisfactorily perform the terms and conditions of this contract until the new date. The Contractor shall pay the same costs provided in the contract for the extension period for all services.

5. Procedures for Termination of Contract

Upon receipt of a notice of termination the Contractor shall:

- a. Take such steps as are reasonably necessary to prepare for the termination of operations pursuant to the terms of this contract on the date specified in the notice of termination or any extension thereof.
- b. Make reimbursement payment within 30 days of receipt of final invoice.
- c. Transfer to the State: all files, processing systems, data manuals, or other documentation, in any form, that relate to the work under the terms and conditions of this contract.
- d. Take such action as may be necessary, or as the State's Project Representative may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the State has or may acquire an interest.

The Contractor agrees to proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable cost under this contract.

6. Waiver of Breach

No waiver of any breach of this Agreement shall be held as a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the State to enforce at any time any of the provisions of this agreement or to require at any time performance by Contractor of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this agreement or any part thereof or the right of the State to thereafter enforce each and every provision.

EXHIBIT F

OPERATIONS

1. Contractor Resource Levels, Reporting Requirements, Standards

- a. The Contractor shall meet all the contractual requirements listed herein. The Contractor shall provide all labor, materials, supplies, and equipment necessary to fully execute all responsibilities required by this contract in accordance with the State Project Representative's (State) direction.
- b. The Contractor further agrees that its performance of work, services, materials, equipment, and supplies under this contract shall conform to the professional standards generally accepted in the health care industry.

2. Cooperation with the State, Other Contractors

- a. Services provided under this contract shall be performed by the Contractor in a manner that will not disrupt the operational needs of the State.
- b. The Contractor shall cooperate and coordinate with the Department of Developmental Services and administration in performing all State civil service work.
- c. The Contractor shall cooperate with other State contractors who may be engaged in the same or related contracts.

3. Loss Liability

The State is not responsible for the Contractor's losses caused by any reason.

4. Protection of Property

- a. All buildings, appurtenances, and furnishings shall be provided, maintained, and protected by the Contractor from damage for work performed under this contract.
- b. Such damages to the foregoing, upon approval by the State, shall be repaired and/or replaced at the Contractor's expense by State approved methods, so as to restore the damaged areas to their original condition.
- c. The Contractor shall ensure that its employees will exercise all necessary caution to avoid any injury to persons or any damage to property.

5. Contractor Responsibilities for Non-Civil Service Employees

- a. Except for approved subcontracts, all Contractor non-civil service employees shall be direct employees of the Contractor. The Contractor shall pay all salaries, taxes, and fringe benefits of its personnel, including but not limited to, Workers ' Compensation and Unemployment Insurance. The Contractor expressly agrees that it is responsible for the acts or omissions of its employees or their agents.

- b. The Contractor agrees and covenants that the Contractor and its employees shall comply with all county, state, and federal laws, rules, and regulations applicable to the work to be performed.
- c. The Contractor shall perform all administrative duties relating to the Contractor's employees including maintaining time records, preparing reports to satisfy Title 22 of California Code of Regulations (CCR) and Federal CFR 42 requirements, preparing documentation for third-party payers (i.e., Medicare, Medicaid, insurance carriers), and preparing all other reports required by the State.
- d. The Contractor shall train, manage, and direct its employees in the performance of their duties and shall be responsible for hiring, discharging, or disciplining those employees.
- e. The Contractor shall be responsible for providing all required training, continuing education, and all necessary materials to its employees to comply with State, Federal, and local government regulations.

6. The Contractor's Responsibilities for Timekeeping and Payroll

- a. Within the established State timeframes processing employee transactions, the Contractor shall report all changes in employee assignments to the State on or before the effective date of the change, to prompt the potential need for differential adjustments.
- b. The Contractor shall review and authorize all timekeeping documents and expenses (such as employee's license renewal reimbursement, travel expense claims, etc.) prior to submitting to the State for processing payment.
- c. The Contractor shall provide all necessary timekeeping documents (such as Std. 681, Std. 682, Std. 634, and Std. 672) to the State by 4:00 p.m. on the first working day following the end of the pay period.
- d. The Contractor shall notify the State on a pre-established cutoff date each pay period for those employees to be docked, separating, transferring, on workers compensation, on NDI, on leave of absence, or on administrative leave.

7. State Responsibilities for Timekeeping and Payroll

- a. The State will provide monthly statements of employee time-balances to the Contractor, and to the employee directly on their check stub.
- b. The State will request a correction memo from the Contractor for any discrepancy on the timekeeping to ensure adherence to state employee rights and regulations.
- c. The State shall provide all required forms and timekeeping documents to the Contractor.
- d. The State shall process and submit all timekeeping and payroll documents to the State Controller per procedure for each pay period.

- e. The State will be responsible for issuance of paychecks on the last day of each pay period and other payments directly to employees as warranted.

8. Health and Safety Responsibilities

- a. The Contractor is responsible for the health and safety protection of its employees and State employees in the performance of this contract.
- b. The Contractor shall comply with all applicable laws relating to safety, including, but not limited to, the regulations of the Division of Occupational Safety and Health, and the State of California Department of Industrial Relations. Contract personnel shall exercise precautions at all times for the protection of persons and property.

9. Equipment and Supplies

- a. The Contractor shall supply all equipment, materials, and supplies necessary for performance of work under this contract.
- b. The Contractor's equipment and supplies shall, at all times, be maintained in a manner to be suitable for the use intended. The Contractor expressly agrees that it will assume full responsibility for its failure to maintain such equipment and supplies.
- c. The Contractor's equipment must be visibly differentiated from the State's equipment. All State equipment over \$5,000 in value is to be tagged in accordance with State Administrative Manual (SAM) Section 8651--"Identification and Tagging," and all State equipment that is disposed will be in accordance with SAM Section 8640 "Accounting for Property Dispositions."
- d. The Contractor warrants that all equipment and supplies comply with applicable State and Federal safety requirements, and meet all standards generally accepted in the industry. Hazardous material use shall comply with all provisions of the CCR including, but not limited to, Title 22.
- e. The Contractor warrants that all chemicals, supplies, and equipment, policies and procedures, and work performed will be acceptable to the State and comply with requirements of all applicable laws and regulations.

10. Notice of Delay

Whenever the Contractor has knowledge that any actual or potential situation (including, although not limited to, labor disputes) is delaying or threatens to delay timely performance of the work under this contract, the Contractor shall immediately, but not later than twenty-four (24) hours after learning of the situation, give written notice and provide all relevant information to the Project Representative (State).

**EXHIBIT G
ESTIMATED PROJECTIONS
FY 26/27**

No.	Salary	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY 26/27
3	Registered Nurses	\$33,297	\$33,297	\$33,297	\$33,297	\$33,297	\$33,297	\$33,297	\$33,297	\$33,297	\$33,297	\$33,297	\$33,297	\$399,564
	Salary Total	\$33,297	\$33,297	\$33,297	\$33,297	\$33,297	\$33,297	\$33,297	\$33,297	\$33,297	\$33,297	\$33,297	\$33,297	\$399,564
	Retirement	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY 26/27
3	Registered Nurses	\$9,324	\$9,324	\$9,324	\$9,324	\$9,324	\$9,324	\$9,324	\$9,324	\$9,324	\$9,324	\$9,324	\$9,324	\$111,888
	Retirement Total	\$9,324	\$9,324	\$9,324	\$9,324	\$9,324	\$9,324	\$9,324	\$9,324	\$9,324	\$9,324	\$9,324	\$9,324	\$111,888
	Social Security	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY 26/27
3	Registered Nurses	\$2,065	\$2,065	\$2,065	\$2,065	\$2,065	\$2,065	\$2,065	\$2,065	\$2,065	\$2,065	\$2,065	\$2,065	\$24,780
	Social Security Total	\$2,065	\$2,065	\$2,065	\$2,065	\$2,065	\$2,065	\$2,065	\$2,065	\$2,065	\$2,065	\$2,065	\$2,065	\$24,780
	Medicare	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY 26/27
3	Registered Nurses	\$483	\$483	\$483	\$483	\$483	\$483	\$483	\$483	\$483	\$483	\$483	\$483	\$5,796
	Medicare Total	\$483	\$483	\$483	\$483	\$483	\$483	\$483	\$483	\$483	\$483	\$483	\$483	\$5,796
	Benefits & Fees	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY 26/27
3	Registered Nurses	\$8,991	\$8,991	\$8,991	\$8,991	\$8,991	\$8,991	\$8,991	\$8,991	\$8,991	\$8,991	\$8,991	\$8,991	\$107,892
	Benefits & Fees Total	\$8,991	\$8,991	\$8,991	\$8,991	\$8,991	\$8,991	\$8,991	\$8,991	\$8,991	\$8,991	\$8,991	\$8,991	\$107,892
	Salary Total	\$33,297	\$33,297	\$33,297	\$33,297	\$33,297	\$33,297	\$33,297	\$33,297	\$33,297	\$33,297	\$33,297	\$33,297	\$399,564
	Benefits Total	\$20,863	\$20,863	\$20,863	\$20,863	\$20,863	\$20,863	\$20,863	\$20,863	\$20,863	\$20,863	\$20,863	\$20,863	\$250,356
	Grand Total	\$54,160	\$54,160	\$54,160	\$54,160	\$54,160	\$54,160	\$54,160	\$54,160	\$54,160	\$54,160	\$54,160	\$54,160	\$649,920

**EXHIBIT B
ESTIMATED PROJECTIONS
FY 27/28**

Regional Center of the East Bay, Inc.

HD269013

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No.	Salary	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY 27/28
3	Registered Nurses	\$34,296	\$34,296	\$34,296	\$34,296	\$34,296	\$34,296	\$34,296	\$34,296	\$34,296	\$34,296	\$34,296	\$34,296	\$411,551
	Salary Total	\$34,296	\$34,296	\$34,296	\$34,296	\$34,296	\$34,296	\$34,296	\$34,296	\$34,296	\$34,296	\$34,296	\$34,296	\$411,551
	Retirement	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY 27/28
3	Registered Nurses	\$9,603	\$9,603	\$9,603	\$9,603	\$9,603	\$9,603	\$9,603	\$9,603	\$9,603	\$9,603	\$9,603	\$9,603	\$115,236
	Retirement Total	\$9,603	\$9,603	\$9,603	\$9,603	\$9,603	\$9,603	\$9,603	\$9,603	\$9,603	\$9,603	\$9,603	\$9,603	\$115,236
	Social Security	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY 27/28
3	Registered Nurses	\$2,127	\$2,127	\$2,127	\$2,127	\$2,127	\$2,127	\$2,127	\$2,127	\$2,127	\$2,127	\$2,127	\$2,127	\$25,524
	Social Security Total	\$2,127	\$2,127	\$2,127	\$2,127	\$2,127	\$2,127	\$2,127	\$2,127	\$2,127	\$2,127	\$2,127	\$2,127	\$25,524
	Medicare	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY 27/28
3	Registered Nurses	\$498	\$498	\$498	\$498	\$498	\$498	\$498	\$498	\$498	\$498	\$498	\$498	\$5,976
	Medicare Total	\$498	\$498	\$498	\$498	\$498	\$498	\$498	\$498	\$498	\$498	\$498	\$498	\$5,976
	Benefits & Fees	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY 27/28
3	Registered Nurses	\$9,260	\$9,260	\$9,260	\$9,260	\$9,260	\$9,260	\$9,260	\$9,260	\$9,260	\$9,260	\$9,260	\$9,260	\$111,120
	Benefits & Fees Total	\$9,260	\$9,260	\$9,260	\$9,260	\$9,260	\$9,260	\$9,260	\$9,260	\$9,260	\$9,260	\$9,260	\$9,260	\$111,120
	Salary Total	\$34,296	\$34,296	\$34,296	\$34,296	\$34,296	\$34,296	\$34,296	\$34,296	\$34,296	\$34,296	\$34,296	\$34,296	\$411,551
	Benefits Total	\$21,488	\$21,488	\$21,488	\$21,488	\$21,488	\$21,488	\$21,488	\$21,488	\$21,488	\$21,488	\$21,488	\$21,488	\$257,856
	Grand Total	\$55,784	\$55,784	\$55,784	\$55,784	\$55,784	\$55,784	\$55,784	\$55,784	\$55,784	\$55,784	\$55,784	\$55,784	\$669,407

Departmental Standard

DDS prohibits any form of sexual harassment, which includes harassment based on a person's sex/gender, gender identity, gender expression, or sexual orientation.

DDS is committed to ensuring compliance with this policy with respect to all benefits of employment, including recruitment, hiring, placement, promotion, transfer, employee discipline, pay and other forms of compensation, training, and general treatment during employment.

Employee Rights

- The right to a work environment free of discrimination, harassment, and retaliation.
- The right to file a complaint alleging a violation of this policy against a co-worker, supervisor, manager, vendor, or contractor.
- The right to file a complaint of retaliation based on participation in a protected activity against a co-worker, supervisor, manager, vendor, or contractor.
- The right to a prompt, thorough, and impartial investigation of alleged violations of this policy by a trained DDS representative or designee.
- The right to be advised of the outcome of an investigation.
- The right to file a complaint directly with the California Civil Rights Department (CRD), the federal Equal Employment Opportunity Commission (EEOC), or other appropriate state or federal agencies.

Retaliation Prohibited

This policy prohibits DDS employees from engaging in any act of retaliation against individuals who claim a violation of this policy, pursue such a claim, cooperate in the investigation of such claims, or who seek to enforce this policy. Any individual engaging in retaliation against a DDS employee in violation of this policy shall be subject to appropriate corrective or disciplinary action, up to and including dismissal, regardless of job level or classification.

II. CONDUCT PROHIBITED BY THIS POLICY

Sexual Harassment

As used in this policy, sexual harassment is defined as harassment based on a person's sex/gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender identity, gender expression, or sexual orientation. Sexual harassment includes, but is not limited to, unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, verbal or physical conduct of a sexual nature, or verbal or physical conduct based on sex. Sexually harassing conduct does not need to be motivated by sexual desire to constitute a violation of this policy.

Individuals of any gender can experience sexual harassment, and the recipient of harassment does not need to be someone of a different gender or sex than the harasser. In addition, a person may experience sexual harassment even if they are not the target of the harassment. Anyone affected by conduct defined in this policy may experience sexual harassment.

Sexual harassment is categorized into two types:

1. **Quid Pro Quo** (Latin for "this for that"): When someone conditions a job, promotion, work benefit, or any term or condition of employment on another person enduring or submitting to conduct of a sexual nature. For example, offering a promotion in exchange for sexual favors. In a quid pro quo scenario, the submission to or rejection of the conduct is used as the basis for employment-related decisions.
2. **Hostile Work Environment**: When sexually harassing conduct unreasonably interferes with a person's work performance and/or creates an intimidating, hostile, or offensive work environment. You may experience sexual harassment and the effects of a hostile work environment even if the sexually harassing conduct was not directed at you.

Examples of behavior prohibited by this policy include, but are not limited to:

- Any behavior that is sexual nature or that sexualizes the workplace.
- Making demands for sexual favors in exchange for employment benefits, whether express or implied.
- Unwelcome sexual advances, flirtation, or teasing.

- Sending sexually suggestive or obscene letters, invitations, notes, e-mails, voice mails, or gifts.
- Making unwelcome comments about sex, gender, gender identity, or sexual orientation, including slurs, jokes, remarks, or epithets, even if the comments are not sexual in nature.
- Leering or making obscene, vulgar, or sexual gestures, including whistling or staring at someone in an offensive or sexually suggestive manner.
- Making unwelcome comments about a person's physical appearance, clothing, or body that are sexual in nature. Examples include describing someone as "sexy," "hot," having an "amazing body," etc.
- Deliberate, unwelcome physical contact or impeding or blocking a person's movement.
- Pressure for sex or pressure for dates, including situations that began as reciprocal relationships and later ceased to be reciprocal.
- Repeatedly asking a person to socialize outside of work when the person has previously said "no" or has not shown interest, including acts of retaliation following a negative response.
- Bringing into the workplace and displaying or distributing in any form sexually suggestive or derogatory objects, pictures, cartoons, posters, or other items, even if the material is not accessible to other staff.

A person that experiences sexual harassment is not required to first express in any way to the individual(s) engaged in the conduct that their behavior is unwelcome in order to constitute a violation of this policy.

Retaliation

As used in this policy, retaliation is defined as any adverse employment action taken against an employee because the employee engaged in activities protected under this policy. Protected activities include, but are not limited to, reporting or assisting in reporting suspected violations of this policy and cooperating in investigations or proceedings arising out of alleged violations of this policy.

An “adverse employment action” is conduct or action that materially affects the terms and conditions of the employee’s employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action.

Examples of retaliation may include the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion; harassing another employee; denying employment opportunities; changing an employee’s work assignments; denying an accommodation; refusing to communicate with an employee when otherwise required by job duties; or excluding an employee from job-related activities.

III. RESPONSIBILITIES OF SUPERVISORS AND MANAGERS

Supervisors and managers are responsible for setting the tone to promote a work environment that is free from sexual harassment.

Supervisors and managers are required to:

- Adhere to and enforce this policy.
- Foster a culture of respect and professionalism in the workplace.
- Not engage in, condone, tolerate, or leave uncorrected conduct that violates this policy.
- Take immediate and appropriate corrective action to prevent future conduct that may violate this policy and document measures taken.

Supervisors and managers who reasonably suspect a potential violation of this policy are required to immediately report the matter to their manager and to DDS’ EEO Officer in the Office of Human Rights and Advocacy Services (OHRAS) or a worksite EEO coordinator. Failure by a supervisor or manager to take immediate and appropriate action to address potential violations of this policy may result in appropriate corrective or disciplinary action, up to and including dismissal, regardless of job level or classification.

IV. RESPONSIBILITIES OF EMPLOYEES

All DDS employees shall adhere to this policy and shall not engage in any form of sexual harassment. Employees have a responsibility to promptly report conduct that may violate this policy as soon as possible after an alleged incident occurs. Failure by employees to promptly report conduct that may violate this policy may result in appropriate corrective or disciplinary action.

There is no chain of command when reporting suspected policy violations. An individual does not need supervisor or manager approval to report a potential violation of this policy. If the alleged offender is the employee's supervisor or manager, the employee should report the conduct to any other supervisor or manager, DDS' OHRAS, or a worksite EEO Coordinator.

Employees are required to:

- Adhere to this policy.
- Conduct themselves in a respectful and professional manner.
- Immediately report conduct that may violate this policy regardless of the degree to which they may be involved.
- Cooperate fully with DDS' investigation of complaints alleging a violation of this policy, including but not limited to, participating in all investigative interviews.

V. MANDATED HARASSMENT PREVENTION TRAINING

All DDS employees shall complete harassment prevention training once every two years as mandated by Government Code section 12950.1.

VI. THE COMPLAINT PROCESS

Anyone can file a complaint alleging a violation of this policy. A sexual harassment complaint may be brought forward orally, either in person or over the phone, or in writing. Written complaints can be made using DDS' EEO Discrimination Complaint Form, DS 312, which is available on DDS' intranet. Employees may file a complaint with DDS within 365 days of the alleged harassing event. OHRAS shall document and track progress on all complaints filed.

The following process applies when a sexual harassment complaint is filed:

- An intake review of the complaint shall be completed to determine whether the alleged conduct implicates an activity defined in this policy, and whether an investigation is warranted.
- If an investigation is warranted, a trained EEO/workplace investigator shall be assigned to complete a prompt, thorough, and impartial investigation.
- Interviews of the complainant (i.e., the person bringing forward the concerns), applicable witnesses, and the respondent (i.e., the person against whom allegations have been made) may be conducted, as well as a review of relevant documents and other available evidence.
- If an investigation is warranted, a written report of findings shall be prepared for review by DDS' EEO Officer, Office of Legal Affairs, and the Chief Deputy Director-Operations or designee.
- If an investigation substantiates allegations of a violation of this policy, the Chief Deputy Director-Operations or designee shall refer the report to the employee's management for appropriate remedial, corrective, or disciplinary action.

OHRAS shall review all complaints received to determine whether a complaint alleges a violation of this policy. OHRAS' review may include consultation with other divisions to determine appropriate action to be taken and may result in the referral of complaints to other divisions when the allegations fall outside the scope of this policy. If a complaint falls under this policy, DDS and/or its designee shall investigate the facts and circumstances of any alleged violation, where appropriate. In the event DDS determines that an investigation is not warranted based on the circumstances of a complaint, DDS shall take other appropriate, effective action on a case-by-case basis to address concerns that are brought forward. Even in the absence of a formal complaint, DDS may initiate an investigation where it has reason to believe that an employee may have violated this policy. Moreover, even where a complainant conveys a request to withdraw their initial complaint, DDS may continue its investigation to ensure that the workplace is free from harassment and retaliation as defined in this policy. DDS shall also evaluate anonymous complaints and, where appropriate, investigate or take other effective action on a case-by-case basis. The method and level of the investigation, if applicable, may vary according to the details provided in the anonymous complaint.

While the investigative process is treated as confidential, the confidentiality of the complaint under this policy cannot be guaranteed. DDS' investigations of alleged policy violations include interviewing employees and reviewing evidence, which may result in the disclosure of information relating to the facts and/or witnesses during the course of an investigation.

All employees shall cooperate fully with any investigation of alleged violations of this policy. This includes, but is not limited to, reporting for investigative interviews, truthfully and thoroughly answering questions and/or providing statements, furnishing documents and other evidence requested by the investigator, and maintaining confidentiality during ongoing investigations. Failure by employees to cooperate fully with any investigation of alleged violations of this policy may result in appropriate corrective or disciplinary action, up to and including dismissal, regardless of job level or classification.

VII. DISSEMINATION AND ACKNOWLEDGEMENT OF POLICY

This policy shall be disseminated department-wide to all DDS employees through posting on the DDS' intranet and emailed to all staff at the time of enactment. This policy shall be available for review in the OHRAS and Personnel offices. This policy shall be distributed to all employees as part of harassment prevention training mandated by Government Code section 12950.1.

This policy shall be made available in alternate formats upon request.

VIII. FILING COMPLAINTS OUTSIDE OF DDS

Filing a complaint with DDS provides the organization with an opportunity to address concerns promptly at the lowest level and remedy the situation. However, all employees may also file a complaint directly with the following entities at any time:

California Civil Rights Department

2218 Kausen Drive, Suite 100

Elk Grove, CA 95758

(800) 884-1684 (voice), (800) 700-2320 (TTY), or California's Relay Service at 711

<https://www.calcivilrights.ca.gov>

U.S. Equal Employment Opportunity Commission

450 Golden Gate Avenue 5 West

P.O. Box 36025

San Francisco, CA 94102-3661

(800) 669-4000 or (510) 735-8909 (deaf/hard-of-hearing callers only)

<http://www.eeoc.gov/employees>

Each agency has its own rules for accepting and processing complaints. Employees may follow-up with the above-mentioned agencies prior to filing a complaint to learn more about their respective processes and requirements.

Questions regarding this policy should be directed to:

Office of Human Rights and Advocacy Services
(916) 654-1888, ohras@dds.ca.gov

EXHIBIT I-ANTI-NEPOTISM POLICY

Department of Developmental Services
ADMINISTRATION DIVISION
MEMORANDUM

NUMBER:	HR-0011
DATE ISSUED:	December 5, 2024
TO:	Department of Developmental Services Employees
FROM:	Human Resources Branch
SUBJECT:	Anti-Nepotism Policy

Policy

It is the policy of the Department of Developmental Services (Department) to recruit, hire, and assign all applicants and employees based on merit and fitness in accordance with civil service statutes, rules, and regulations. Nepotism is expressly prohibited in the workplace because it is antithetical to California's merit-based civil service.

The intent of the nepotism policy is to prevent favoritism or bias based on a personal relationship and/or to alleviate situations that may impact an applicant's or employee's ability and fitness to accomplish his/her specific job duties or when the relationship has an adverse impact on the workplace.

Personal relationships include, but are not limited to: associations by blood, adoption, marriage, and/or cohabitation, e.g., husband, wife, father, mother, son, daughter, brother, sister, grandparent, grandchild, uncle, aunt, first cousin, nephew, niece, in-laws, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, and two people living together outside of marriage which includes domestic partners.

Appointments/Assignments

Nepotism is defined as an applicant or employee using their personal influence or power to aid or hinder another in the employment setting or situation because of a personal relationship. Employment settings or situations may be, but are not limited to, any of the following examples:

1. Working in close quarters and in association with one another;
2. Working for the same immediate supervisor;
3. Having a direct or indirect supervisor/subordinate relationship;
4. Participation in the hiring/selection process;
5. Participation in performance evaluations and/or staff development.

Roles and Responsibilities

The hiring authority or supervisor must inform employment applicants of the nepotism policy at the time of the interview and ensure all applicants then sign this acknowledgment form.

All applicants and employees (including contractors, limited-term or temporary staff) shall immediately notify their respective hiring interview panel or supervisor when a personal relationship, working arrangement, and/or assignment could conflict with this policy.

If a potential nepotistic relationship is identified, the hiring panel or supervisor must submit a request for a [Nepotism Exception](#) to Labor Relations for review and approval. Exceptions to the nepotism policy may be granted under limited circumstances, at the discretion of Labor Relations.

Requirements

All employees and applicants are required to complete the Nepotism Disclosure form to ensure that all hires, transfers, placements, and promotions are based on merit and free from nepotism. The [Nepotism Disclosure Form DS 3126](#) shall be completed and reviewed by hiring personnel or submitted to Labor Relations to evaluate and identify a remedy to any potential impacts of the personal relationship.

Authority

CCR, Title 2, Sections [83.5](#), [83.6](#), and [87](#).

EXHIBIT J
Statement of Assurances for Protection of Protected Health Information

Health Insurance Portability and Accountability Act (HIPAA)
Health Information Technology for Economic and Clinical Health (HITECH)

1. Background

The terms of this Agreement are intended to create a business associate relationship between the contracting parties (collectively, "Contractor" and "DDS") as required under the Health Insurance Portability Accountability Act ("HIPAA"), codified in Title 42 of the United States Code, Section 1320d *et seq.* and its implementing law and regulations such as the Health Information Technology for Economic and Clinical Health Act of 2009, (Public Law 111-005, Title XIII, Subtitle D, 42 U.S.C. 17921 Section 13400 *et seq.*) ("HITECH Act"), and Title 45 of the Code of Federal Regulations ("CFR") Parts 160 and 164 ("HIPAA Regulations").

Since a business associate relationship is created by this Agreement and protected health information ("PHI"), as defined in Section 3 herein, may be exchanged, created, received, maintained, used and/or disclosed to Contractor, Contractor agrees to comply with all applicable requirements of HIPAA, HIPAA Regulations, and the HITECH Act which pertain to the privacy and security of PHI.

In addition, HIPAA's preemption exception under Title 45 of the CFR Section 160.203 requires state law to apply if state law is more stringent in protecting PHI. Accordingly, the intent of the parties is that Contractor shall comply with applicable California law governing the exchange, creation, dissemination, maintenance, use or disclosure of PHI that exceeds the requirements of HIPAA, HIPAA Regulations, and the HITECH Act.

2. Recitals

- A. DDS wishes to disclose to Contractor and/or wishes for the Contractor to receive certain information pursuant to the terms of this Agreement, some of which may constitute PHI.
- B. As set forth in this Agreement Contractor is the "Business Associate", as defined in Section 3 herein, of DDS that provides services, arranges, performs or assists in the performance of functions or activities on behalf of DDS and creates, receives, maintains, transmits, uses or discloses PHI.
- C. DDS and Contractor desire to protect the privacy and provide the security of PHI created, received, maintained, transmitted, used, or disclosed pursuant to this Agreement, in compliance with HIPAA, HIPAA Regulations, the HITECH Act, and any more stringent applicable state law protecting PHI.

Now, therefore, the parties agree as follows:

3. Definitions

- A. **Accounting** – “Accounting” means Contractor’s accounting of PHI disclosures to an individual upon his or her request in accordance with 45 CFR § 164.528, subject to the exceptions listed therein. As stated in 45 CFR § 164.528(b) an accounting includes the date of disclosure, the name of the entity or person who received the PHI and, if known, the address of such entity or person, a brief description of the PHI disclosed, and a brief statement of the purpose of disclosure or copy of a written request for disclosure by the Secretary, as defined herein, or by an entity or person permitted under 45 CFR § 164.512.
- B. **Breach or Breaches** – “Breach” or “Breaches” have the same meaning of the term “breach” defined under 45 CFR § 164.402, which is the acquisition, access, use or disclosure of PHI in a manner not permitted under Title 45 of the CFR Part 164, Subpart E, that compromises the security or privacy of PHI, subject to the breach exclusions listed therein.
- C. **Business Associate** – “Business Associate” has the same meaning of the term “business associate” defined in 45 CFR § 160.103, which means an entity or person on behalf of a covered entity who creates, receives, maintains or transmits PHI by conducting services including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial services, claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, patient safety activities benefit management, practice management and/or repricing. “Business associate” also refers to Contractor who is a party to this Agreement.
- D. **Covered Entity** – “Covered Entity” has the same meaning of the term “covered entity” defined in 45 CFR § 160.103, which means a health plan, health clearinghouse or healthcare provider. Covered entity also refers to DDS who is a party to this Agreement.
- E. **Designated record set** – “Designated record set” has the same meaning of the term “designated record set” defined in 45 CFR § 164.501, which is a group of records that contains PHI and is maintained by or for a covered entity. The designated record set includes medical records and billing records, enrollment, payment, claims adjudication and case/medical management record systems, and/or records used, in whole or part, to make decisions about individuals.
- F. **Disclosure** – “Disclosure” has the same meaning of the term “disclosure” defined in 45 CFR § 160.103, which is the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
- G. **Discovery** – “Discovery” has the same meaning of “Breaches treated as discovered” under 45 CFR § 164.410. Under Section 164.410, a breach shall be treated as discovered by a business associate on the first day on which such breach is known, or by exercising reasonable diligence would have been known by the business associate, including its employees or agents.
- H. **Electronic PHI** – “Electronic PHI” is protected health information in an electronic form. (See P. below for definition of PHI.)

- I. **Encryption** – “Encryption” has the same meaning of the term “encryption” defined in 45 CFR § 164.304, which is the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key.
- J. **Harmful effect** – “Harmful effect” means a negative effect of using or disclosing PHI known to the covered entity or business associate that would violate HIPAA, HIPAA Regulations, the HITECH Act, as set forth in 45 CFR § 164.530(f), or any more stringent applicable state law protecting PHI.
- K. **Health care operations** – “Health care operations” has the same meaning of the term “health care operations” defined in 45 CFR § 164.501. Under Section 164.501, health care operations include conducting quality assessment and improvement activities, outcomes evaluation, development of clinical guidelines, patient safety activities, population-based activities relating to improving health, protocol development, case management and care coordination, reviewing competence and qualifications of health care professionals not involving treatment, evaluating provider/vendor performance, conducting training programs for students, trainees or practitioners in the area of health care to improve skills, training of non-health care professionals, accreditation, certification, licensing or credentialing activities, underwriting and enrollment relating to creation, renewal or replacement of health insurance or benefits, medical review, legal services, auditing functions, business planning and development, business management and general administrative activities such as implementation and compliance with HIPAA, HIPAA Regulations, and the HITECH Act, customer service, resolution of internal grievances, the creation of de-identified health information or a limited data set, and/or fundraising for the benefit of the business associate.
- L. **Individual or Individuals** – “Individual” or “Individuals” have the same meaning of the term “individual” defined in 45 CFR § 160.103, which is the person who is the subject of PHI.
- M. **Limited Data Set** – “Limited Data Set” has the same meaning of the term “limited data set” defined in 45 CFR § 164.514(e)(2). Under Section 164.514(e)(2), limited data set excludes the following direct identifiers of the individual or of relatives, employers, or household members of the individuals: (1) names; (2) addresses, other than town or city, state and zip code; (3) telephone numbers; (4) fax numbers; (5) email addresses; (6) social security numbers; (7) medical record numbers; (8) health plan beneficiary numbers; (9) account numbers; (10) certificate/license numbers; (11) vehicle identifiers and serial numbers, including license plate numbers; (12) device identifiers and serial numbers; (13) URLs; (14) IP address numbers; (15) biometric identifiers, including finger and voice prints; and (16) full face photographic images and any comparable images.
- N. **Minimum necessary** – “Minimum necessary” means the “minimum necessary” standard set forth in 45 CFR § 164.502, which requires covered entities and business associates to make reasonable efforts to limit the use or disclosure of PHI to accomplish the intended purpose of the use, disclosure or request, subject to the exceptions set forth therein.

- O. **Notice of Privacy Practices** – “Notice of Privacy Practices” means the required notice under 45 CFR § 164.520 provided to individuals by a covered entity regarding the use and disclosure of PHI that may be made by the covered entity, and the individual’s rights and covered entity’s legal duties with respect to PHI.
- P. **PHI or protected health information** – “PHI” or “protected health information” have the same meaning of the term “individually identifiable health information” as defined in 45 CFR § 160.103. Under Section 160.103 individual identifiable health information is information that is created or received by a covered entity or business associate that relates to the past, present, or future physical or mental health of an individual; or the past, present, or future payment for the provision of health care to the individual. In addition, the information must identify the individual or there must be a reasonable basis to believe the information may be used to identify the individual.
- Q. **Required by law** – “Required by law” has the same meaning of the term “required by law” defined in 45 CFR § 164.103, which is a mandate contained in law that compels an entity to make a use or disclosure of PHI and that is enforceable in a court of law.
- R. **Safeguards** – “Safeguards” referenced herein collectively means the required “administrative safeguards” defined in 45 CFR § 164.308, “physical safeguards” defined in 45 CFR § 164.310, and “technical safeguards” defined in 45 CFR § 164.312.
- 1) Under 45 CFR § 164.308 “administrative safeguards” is the implementation of policies and procedures to prevent, detect, contain and correct security violations.
 - 2) Under 45 CFR § 164.310 “physical safeguards” is the implementation of policies and procedures to limit physical access to electronic information systems and the facility or facilities in which PHI is maintained, while ensuring proper authorized access to PHI.
 - 3) Under 45 CFR § 164.312 “technical safeguards” is the implementation of policies and procedures for electronic information systems that maintain electronic PHI to allow access only to those persons or software programs that have been granted access rights specified in 45 CFR § 164.308(a)(4).
- S. **Secretary** – “Secretary” means the Secretary of the United States Department of Health and Human Services.
- T. **Security Incident** – “Security Incident” has the same meaning of the term “security incident” defined in 45 CFR § 164.304, which is the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- U. **Subcontractor or Agent** – “Subcontractor” or “Agent” have the same meaning of the term “subcontractor” defined in 45 CFR § 164.304, which is a person to whom a business associate delegates a function, activity or service, other than in the capacity of a member of the workforce of such business associate.

- V. **Unsecured PHI** – “Unsecured PHI” has the same meaning of “unsecured protected health information” defined in 45 CFR § 164.402, and it is PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of technology and methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- W. **Use or usage** – “Use” or “usage” have the same meaning of the term “use” defined in 45 CFR § 160.103, which is the sharing, employment, application, utilization, examination, or analysis of PHI within an entity that maintains such information.

4. **Permitted Uses and Disclosures of PHI by Business Associate**

- A. **Usage Permitted by This Agreement and HIPAA.** Contractor may use or disclose PHI only to perform functions, activities or services for, or on behalf of the DDS as specified in this Agreement, provided that such use or disclosure does not violate HIPAA, HIPAA Regulations, the HITECH Act, and any more stringent applicable state law protecting PHI. The use and disclosure of PHI may not be more expansive than applicable to DDS as the “Covered Entity” under 45 CFR Part 164. (45 CFR § 164.504(e)(2)(i)).
- B. **Usage for Legal, Management and Administrative.** In accordance with 45 CFR § 164.504(e)(4), Contractor may disclose PHI if necessary for the legal, management, or administrative purposes of Contractor. In disclosing PHI, Contractor’s disclosure must be required by law, or the Contractor must obtain reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. **Minimum Necessary.** Contractor shall comply with the requirements under 45 CFR § 164.502(b) to only request, use, and disclose the minimum PHI necessary to accomplish the intended purpose of the request, use or disclosure.
- D. **Access.** Contractor shall provide access, at the request of DDS, and in the time and manner designated by DDS, to PHI in a designated record set to DDS or, as directed by DDS, to an individual in order to meet the requirements of 45 CFR § 164.524 and 45 CFR § 164.504(e)(2)(ii)(E) regarding an individual’s right to access PHI.
 - 1) If Contractor maintains electronic PHI, and an individual requests a copy of his or her PHI in an electronic format, Contractor shall provide such information in an electronic format to enable DDS to fulfill its obligations under the HITECH Act, including but not limited to 42 USC § 17935(e).

- E. **Nondisclosure.** In accordance with 45 CFR § 164.504(e)(2)(ii)(A), Contractor shall not use or further disclose PHI other than as permitted or required by this Agreement, or as required by law.
- F. **Amendments.** In accordance with 45 CFR § 164.504(e)(2)(ii)(F) and 45 CFR § 164.526(a)(2), Contractor shall make any amendment(s) to PHI in a designated record set that DDS directs or agrees to and in the time and manner designated by DDS, or at the request of an individual. If an individual makes such request directly to the Contractor, Contractor will forward to DDS within five (5) business days of receipt. Contractor shall ensure the amendment/s are incorporated into the PHI in accordance with 45 CFR § 164.526.
- G. **Accounting.**
- 1) Except as provided in Section 4.G.2 herein, Contractor shall document and track disclosures of PHI that it creates, receives, maintains or transmits on behalf of DDS to establish an accounting. The accounting of disclosures shall include: (1) the date of disclosure; (2) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (3) a brief description of the PHI disclosed; and (4) a brief statement describing the reason for the required or permitted disclosure (e.g., pursuant to a court order), or a copy of the written request if applicable as required under 45 CFR § 164.528(b)(2).
 - 2) Contractor is not required to document and track disclosures of PHI that it creates, receives, maintains or transmits on behalf of DDS only for the following reasons in accordance with 45 CFR § 164.528(a)(1):
 - a. Disclosures made for treatment, payment and healthcare operations;
 - b. Disclosures made to the individual about themselves;
 - c. Disclosures resulting from or incident to otherwise permitting disclosure in 45 CFR § 164.502;
 - d. Disclosures made pursuant to a valid HIPAA authorization under 45 CFR § 164.508(c);
 - e. Disclosures made for the Contractor's director, or to persons involved in the individual's care or for related purposes as provided in 45 CFR § 164.510;
 - f. Disclosures made pursuant to national security or intelligence purposes as provided in 45 CFR § 164.512 (k)(2);
 - g. Disclosures made to correctional institutions or law enforcement as provided in 45 CFR § 164.512(k)(5); and
 - h. Disclosures that are part of a limited data set.

- 3) Contractor shall provide an accounting of disclosures of PHI to DDS or an individual for the six years prior to the date of the request, in accordance with 45 CFR § 164.528 (a)(1), subject to the exceptions listed therein. Contractor shall respond in writing to a request for accounting of disclosures within thirty (30) calendar days of receipt of the request by producing the accounting of disclosures or verifying there were no disclosures.

5. Uses and Disclosures Not Provided for by this Agreement

- A. **Mitigation.** In accordance with 45 CFR § 164.530 (f), Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI in violation of the requirements of this Agreement.
- B. **Requests to Restrict PHI.** Contractor shall not disclose PHI about an individual to a health plan for payment or health care operations purposes if PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR 164.522(a).
- C. **No Remuneration Without Written Consent.** In accordance with 42 USC § 17935(d)(1) Contractor shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of DDS and a valid HIPAA authorization under 45 CFR § 164.508.

6. Safeguarding Protected Health Information

- A. In accordance with 45 CFR § 164.504(e)(2)(ii)(B) and 45 CFR Part 164, Subpart C, Contractor shall use appropriate safeguards to prevent use or disclosure of PHI, except as provided in this Agreement or as required by law.
- B. In accordance with 45 CFR Part 164, Subpart C and 45 CFR § 164.314(a)(2)(i)(A) & (B), Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, it creates, receives, maintains, or transmits in an electronic format on behalf of DDS to prevent unauthorized access, viewing, use, disclosure or breach of PHI, other than as provided for by this Agreement or required by law.
- C. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, and which incorporates the requirements of Section 7, Security, below.

- D. **Privacy Officer.** Contractor shall designate a Privacy Officer who shall: (1) develop policies and procedures on PHI that comply with this Agreement, HIPAA, HIPAA Regulations, the HITECH Act, and any more stringent applicable state law protecting PHI; (2) receive complaints/notices pertaining to breaches, and process those complaints/notices in accordance with Section 10, herein; and (3) be the point of contact for communication on privacy matters with DDS. Contractor shall notify DDS's privacy and security officers of the individual designated as Privacy Officer and his/her appropriate contact information (including telephone, work address and email) upon execution of this Agreement, and within 10 calendar days of any changes.

7. **Security**

- A. Contractor shall ensure the security of all computerized data systems containing PHI in compliance with HIPAA, HIPAA Regulations and the HITECH Act, and in accordance with 45 CFR § 164.502(e)(1). These steps shall include, at a minimum, but not be limited to:
- 1) Ensuring appropriate security levels to maintain the confidentiality, integrity and availability of PHI and electronic PHI in accordance with 45 CFR Part 164, Subpart C;
 - 2) Protecting against any reasonably anticipated threats or hazards to the security or integrity of PHI and electronic PHI in accordance with 45 CFR 164.306(a)(2);
 - 3) Protecting against any reasonably anticipated uses or disclosures of PHI and electronic PHI that are not permitted or required under 45 CFR Part 164, Subpart E, in accordance with 45 CFR 164.306(a)(3);
 - 4) Requiring encryption of electronic PHI that is confidential, sensitive, or personal when it is stored or transmitted using portable computing devices (including, but not limited to, tablets, smartphones, laptops and notebook computers, electronic tapes) and/or portable electronic storage media (e.g., CD, DVD, flash drives, etc.); and
 - 5) Designating a Security Officer pursuant to 45 CFR § 164.308 to oversee Contractor's data security program. The Security Officer shall be responsible for carrying out the requirements of this Section and to be the point of contact for communicating on security matters with DDS. Contractor shall notify DDS's privacy and security officers of the individual designated as Security Officer and his/her appropriate contact information (including telephone, work address and email) upon execution of this Agreement, and within 10 calendar days of any changes.

8. Agents and Subcontractors

- A. Contractor shall require any of its agents, including subcontractors, that create, receive, maintain, or transmit PHI and/or electronic PHI on behalf of Contractor pursuant to its Agreement with DDS, to agree to the same restrictions, safeguards, and conditions that apply to Contractor herein with respect to such information. (45 CFR §§ 164.502, 164.504, 164.506, 164.314(a)(2)(i)(B)).
- B. Contractor's agents and subcontractors who create, receive, maintain, or transmit PHI and/or electronic PHI on behalf of Contractor are business associates of Contractor and are directly liable under HIPAA, HIPAA Regulations and the HITECH Act for any breach they commit. As such, Contractor's agents and subcontractors who create, receive, maintain, or transmit PHI and/or electronic PHI are subject to civil and, in some cases, criminal penalties for making uses and disclosures of PHI that are not authorized by contract or required by law. Contractor's agents and subcontractors who create, receive, maintain, or transmit electronic PHI, are also directly liable and subject to civil penalties for failing to safeguard electronic PHI in accordance with HIPAA, HIPAA Regulations, and the HITECH Act.

9. Records available to the State and Secretary and Compliance Reviews

- A. In accordance with 45 CFR § 164.504(e)(ii)(2)(I), Contractor shall make its internal practices, books and records relating to the use and disclosure of PHI received from DDS, or created or received by Contractor on behalf of DDS, available to DDS or to the Secretary for purposes of investigating or auditing DDS's compliance with the requirements of HIPAA, HIPAA Regulations, and the HITECH Act, in the time and manner designated by DDS or the Secretary.
- B. In accordance with 45 CFR § 160.310, Contractor shall cooperate with the compliance and investigation reviews conducted by the Secretary. PHI access to the Secretary must be provided during Contractor's normal business hours, however, upon exigent circumstances access at any time must be granted. Upon the Secretary's compliance or investigation review, if PHI is unavailable to Contractor and in possession of a subcontractor or agent, it must certify efforts to obtain the information to the Secretary.

10. Breach Procedure

A. **Discovery of Breach.** Contractor shall notify DDS **within 72 hours by telephone call plus email** upon the discovery of a breach compromising the security and/or privacy of PHI, or upon a reasonable belief such breach has occurred, as required at 45 CFR §164.410. Notification shall be provided to the DDS Privacy Officer and the DDS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the DDS Service Desk. Upon discovery of such breach or reasonable belief of such breach, Contractor shall immediately:

- 1) Take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- 2) Commence an investigation.

Content of Notification: In accordance with 45 CFR §§ 164.404(c), 164.410, within 72 hours of discovery of such breach or reasonable belief such breach occurred, Contractor shall include the following information in the notification to the DDS Privacy Officer and the DDS Information Security Officer to the extent known:

- 1) Identification of each individual whose unsecured PHI or confidential information has been, or is reasonably believed to have been accessed, acquired, used, disclosed, or breached;
- 2) A description of the probable causes of the improper use or disclosure;
- 3) What data elements were involved and the extent of the data involved in the breach;
- 4) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or electronic PHI;
- 5) A description and date/s of where the PHI is believed to have been improperly utilized;
- 6) A description of the steps that an individual may take to protect him/her from the breach; and
- 7) A description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against further breaches.

B. **Written Report.** In accordance with 45 CFR § 164.504(e)(2)(ii)(C) and 45 CFR § 164.410, Contractor shall provide a written report of the investigation to the DDS Privacy Officer and the DDS Information Security Officer within thirty (30) calendar days of the discovery of the breach or unauthorized use or disclosure.

- C. **Notification of Individuals.** Contractor or Contractor’s subcontractor or agent shall notify individuals whose unsecured PHI has been or is reasonably believed by Contractor to have been accessed, acquired, used, transmitted, or disclosed as a result of the breach as required under 45 CFR § 164.404. Notification shall be provided without unreasonable delay as required by 42 USC § 17932(d), and within 30 calendar dates. Contractor, or Contractor’s subcontractor or agent, shall pay any costs of such notifications, as well as any costs associated with the breach. The DDS Privacy Officer and the DDS Information Security Officer shall approve the time, manner and content of any such notifications.

- D. **Responsibility for Reporting Breaches Involving Less Than 500 Individuals.** If the cause of breach of PHI or electronic PHI is attributable to the Contractor, or its subcontractors or agents, Contractor is responsible for all required reporting of the breach as specified in 42 USC § 17932 and 45 CFR Part 164, Subpart D. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 10(A-C) above.

- E. **Responsibility for Reporting Breaches Involving 500 or More Individuals.** If a breach of unsecured PHI involves 500 or more residents of the State of California or its jurisdiction, Contractor and DDS shall jointly notify the Secretary of the breach immediately upon discovery of the breach and prominent media outlets serving the State of California or its jurisdiction in accordance with 42 USC § 17932 and 45 CFR §§ 164.406, 164.408. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 10(A-C) above.

- F. **DDS Contact Information.** Contractor shall direct communications to the following DDS staff. DDS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement.

DDS Privacy Officer	DDS Information Security Officer
Privacy Officer privacy@dds.ca.gov (916) 654-3405	Information Security Officer iso@dds.ca.gov (916) 654-1704

11. Term and Termination

- A. **Term.** The term of this Agreement shall terminate when this contract expires or when all of the PHI provided by the DDS to Contractor, or created or received by Contractor on behalf of the DDS, in any format, is returned to the DDS and any associated storage media is destroyed, whichever is later.

B. **Termination for Cause.** Upon DDS's knowledge of a pattern of activity or practice by Contractor that constitutes a material violation of this Agreement by Contractor, DDS shall:

- 1) Provide Contractor with a written notice of the existence of such material violation and a 30-day notice to cure the breach.
- 2) If Contractor fails to cure such material violation within 30 days, DDS may immediately terminate this contract on written notice.
DDS shall report the violation to the HHS Secretary if such cure is not possible.

C. **Judicial or Administrative Proceeding**

DDS may terminate this Agreement in accordance with the terms and conditions of this Agreement as written herein above if: (1) Contractor is found guilty in a criminal proceeding for a violation of the HIPAA, HIPAA Regulations, or the HITECH Act; or (2) a finding or stipulation that the Contractor has violated a privacy or security standard or requirement of HIPAA, HIPAA Regulations, the HITECH Act, or any more stringent applicable state law protecting PHI in an administrative or civil proceeding in which Contractor is a party.

D. **Effect of Termination or Nonrenewal**

- 1) In accordance with 45 CFR § 164.504(e)(2)(ii)(J), upon termination of this Agreement or nonrenewal of this Agreement, Contractor shall, if reasonably feasible, return or destroy all PHI and/or electronic PHI received from DDS, or created or received by Contractor on behalf of the DDS. Contractor shall, if reasonably feasible, require that any PHI and/or electronic PHI in possession of subcontractors or agents is returned or destroyed and that no copies of such information is retained.
- 2) In the event Contractor determines that returning or destroying the PHI and/or electronic PHI is reasonably infeasible, Contractor shall notify DDS about the conditions that make return or destruction not feasible. If DDS agrees that the return or destruction of PHI and/or electronic PHI is not feasible, Contractor shall extend the protections of this Agreement to such information and limit further use and disclosures of such personal information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such information.

12. **Due Diligence**

Contractor shall exercise due diligence to ensure that it remains in compliance with this Agreement and is in compliance with the applicable provisions of HIPAA, HIPAA Regulations, the HITECH Act, and any more stringent applicable state law protecting PHI, and require its subcontractors and agents to be in compliance with the same.

13. Sanctions and/or Penalties

Contractor understands and acknowledges that it is required to comply with the provisions of HIPAA, HIPAA Regulations, the HITECH Act, and any more stringent applicable state law protecting PHI, and that failure to comply with these laws may result in the imposition of civil and/or criminal sanctions and/or other penalties on Contractor as set forth under HIPAA, HIPAA Regulations and the HITECH Act.

14. Employee Training and Discipline

- A. Contractor shall use reasonable measures to ensure compliance with the requirements of this Agreement. In doing so, Contractor must provide, at its own expense, annual security and privacy training on HIPAA to its employees who create, receive, maintain or transmit PHI or electronic PHI on behalf of DDS in accordance with 45 CFR § 164.308(a)(5)(i). Contractor shall require each employee who receives this training to sign a certification indicating the employee's name and the date on which the training was completed. Contractor shall retain each employee's written certifications for DDS inspection for a period of three years following contract termination.
- B. Contractor also agrees to discipline employees who intentionally violate any provisions of this Agreement, including up to termination of employment.

15. Audits, Inspection and Enforcement

From time to time, DDS may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Agreement. Contractor shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the DDS Privacy Officer in writing. The fact that DDS inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Agreement, nor does DDS's:

- A. Failure to detect; or
- B. Detection, but failure to notify Contractor or require Contractor's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of DDS enforcement rights under this Agreement.

If Contractor is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this Agreement, Contractor shall notify DDS and provide DDS with a copy of any PHI or electronic PHI that Contractor provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or electronic PHI to the Secretary. Contractor is responsible for any civil or criminal penalties assessed due to an audit or investigation of Contractor in accordance with 42 USC § 17934(c).

16. Obligations of DDS

- A. **Notice of Privacy Practices.** DDS shall provide Contractor with the Notice of Privacy Practices that DDS produces in accordance with 45 CFR § 164.520, as well as any changes to such notice. Visit www.dds.ca.gov to view the most current Notice of Privacy Practices.
- B. **Permission by Individuals for Use and Disclosure of PHI.** DDS shall provide Contractor, in writing, with any changes in, or revocation of, permission by an individual to use or disclose PHI or electronic PHI, if such changes affect the Contractor's permitted or required uses and disclosures.
- C. **Notification of Restrictions.** DDS shall notify Contractor, in writing, of any restriction to the use or disclosure of PHI that DDS has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Contractor's use or disclosure of PHI.
- D. **Requests Conflicting with HIPAA Rules.** DDS shall not request Contractor to use or disclose PHI or electronic PHI in any manner that would not be permissible under HIPAA, HIPAA Regulations, the HITECH Act, or any more stringent applicable state law protecting PHI.

17. Miscellaneous

- A. **Disclaimer.** DDS makes no warranty or representation that compliance by Contractor with this Agreement, HIPAA, HIPAA Regulations or the HITECH Act, will be adequate or satisfactory for Contractor's own purposes or any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized access, viewing, use, or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of PHI.
- B. **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, HIPAA Regulations, the HITECH Act, , and other applicable laws relating to the security or privacy of PHI and/or electronic PHI. Upon DDS's request Contractor agrees to promptly enter into good faith negotiations with DDS concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, HIPAA Regulations, and the HITECH Act, or other applicable laws. If negotiations are unsuccessful, DDS may move to terminate this Agreement in the event:

- 1) Contractor does not promptly enter into negotiations to amend this Agreement when requested by DDS pursuant to this Section, or
- 2) Contractor does not enter into an amendment providing assurances regarding the safeguarding of PHI that DDS deems sufficient to satisfy the standards and requirements of HIPAA, HIPAA Regulations, and the HITECH Act.

- C. ***Assistance in Litigation or Administrative Proceedings.*** Contractor shall make available to DDS, at no cost to DDS, its employees, subcontractors and/or agents to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against DDS, its officers or employees, based upon a claimed violation of HIPAA, HIPAA Regulations, the HITECH Act or any more stringent applicable state law protecting PHI, which involve the inactions or actions by Contractor. This provision does not apply where Contractor or its subcontractor, employee or agent is a named adverse party to DDS.
- D. ***No Third Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than DDS or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. ***Interpretation.*** The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, HIPAA Regulations, the HITECH Act, and any more stringent applicable state law protecting PHI. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, HIPAA Regulations, the HITECH Act, and any more stringent applicable state law protecting PHI.
- F. ***References.*** A reference in the terms and conditions of this Agreement to a section in HIPAA, HIPAA Regulations, and/or the HITECH Act means the section currently in effect or as amended.
- G. ***Survival.*** The respective rights and obligations of Contractor in this Agreement shall survive the termination or expiration of this Agreement.
- H. ***No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

References:

United States Department of Health and Human Services, Office for Civil Rights, Medical Privacy - National Standards to Protect the Privacy of Personal Health Information [_hhs.gov/ocr/hipaa](https://www.hhs.gov/ocr/hipaa)

United States Department of Health and Human Services, Centers for Medicare and Medicaid Services – Security Standards
www.cms.hhs.gov/SecurityStandard/

National Institute of Standards and Technology (NIST)
nist.gov/

FEDERAL INFORMATION PROCESSING STANDARDS (FIPS)
csrc.nist.gov/publications/PubsFIPS.html

CONFIDENTIALITY AGREEMENT

***Regional Center of the East Bay
Community State Staff Program
HD269013***

***Required for Release of DDS Data
Per the State Administrative Manual Section (5310)***

Contractor hereby acknowledges that Department of Developmental Services (DDS) records and documents are subject to strict confidentiality requirements imposed by State and Federal laws including, but not limited to, Health Insurance Portability Accountability Act in Title 42 of the United States Code, Section 1320d *et seq.* and its implementing law and regulations such as the Health Information Technology for Economic and Clinical Health Act of 2009, (Public Law 111-005, Title XIII, Subtitle D, 42 U.S.C. § 17921 § 13400 *et seq.*), 45 CFR Parts 160 and 164, Sections 56 *et seq.* and 1798.24 – 1798.24b of the California Civil Code, California Welfare and Institutions Code sections 4514, 5328, and 15600 *et seq.*; California Penal Code Section 11167.5; and any other applicable State or Federal law pertaining to confidentiality.

Contractor assures that the appropriate provisions of both State and Federal law have been met and further assures that all agents of the organization, including subcontractors and agents, understand that unauthorized use, dissemination or distribution of PHI is a crime and that breaches of confidentiality and security may be subject to civil and criminal penalties by the State or Federal government.

Contractor assures that its agents, including subcontractors, will not use, disseminate or otherwise distribute records or documents containing PHI, either on paper or by electronic means, other than as required in the performance of their duties per this contract.

Contractor agrees that unauthorized use, dissemination or distribution of DDS records, documents or information is grounds for immediate termination of any contracts with the DDS and may subject Contractor to penalties, both civil and criminal.

Signature of Contractor's Authorized Representative

Date: _____

Name/Title (Print)

**Regional Center of the East Bay
Contracts for Board Review/Approval**

Date submitted to RCEB Board for review

Date approved by RCEB Board Executive Committee (if applicable)

Date approved by RCEB Board

Operations ___

Purchase of Service _____

The following contracts have been reviewed by Lynn Nguyen, Director, Finance and Administration, Dr. Rebecca Nanyonjo, Executive Director, all who recommend approval by the RCEB Board of Directors.

Purpose of Contract	Consumers Served (if applicable)	Contractor Name	Term of Contract	Rate of Reimbursement	NOTES:
Department of Developmental Services-State Staff Contract HD269013	N/A	Department of Developmental Services	7/1/26-6/30/27	Total contract Amount – \$672,705.00	This is the State Staff contract to fund 3 Registered Nurses to work almost exclusively with Consumers moving to the community from Developmental Centers. The state staff will work at RCEB. This contract amount is provided in RCEB’s operations allocation annually. This amount is considered restricted funding.
			7/1/27-6/30/28	Total contract Amount- \$692,191.92	
			Grand Total - \$1,364,896.92		



Budget and Finance Committee Meeting Minutes
March 11, 2026
Virtual Meeting
5-6PM

RCEB Board Members:

1. Sadia Mumtaz, President
2. Rajesh Voddiraju, Vice President
3. David Glasser, Treasurer

STAFF PRESENT:

4. Dr. Rebecca Nanyonjo, Executive Director
5. Lynn Nguyen, CFO/Director of Finance and Administration
6. Shannon Barnes, Controller

OTHER ATTENDEES:

CALL TO ORDER:

Lynn called the meeting to order at 5:03pm.

DISCUSSION:

Lynn shared an overview of the agenda.

Lynn asked for any questions regarding the independent auditor's report before bringing it for approval. Discussion was held regarding the length of time the auditors had been engaged by RCEB, as well as the status of previous audits. Further discussion was held regarding decreasing the liabilities for pensions and the VEBA trust for OPEB.

David made a motion to approve the independent auditor's report as presented. Motion seconded Rajesh. All in favor, so moved.

Sadia asked about the required posting of Board materials; Lynn stated that in addition to the agendas and minutes, recording of the meetings is now a requirement of the PRA. Discussion was held regarding the translation of materials to other languages.

David made a motion to approve the February 11, 2026 Budget and Finance Committee meeting minutes. Motion seconded Rajesh. All in favor, so moved.

Lynn presented the financial reports for January 2026.

Discussion was held regarding the DDS contracts and board approval of contracts.

Discussion was held regarding the budget status, the spending to date, and potential deficits or surpluses.

Lynn presented a report of the 6 months activities for the Jim Burton Helping Hand and further discussion was held regarding its current status, and overall purpose.

Sadia asked about the Line of Credit and whether or not there were fees associated with it and Lynn responded that there were no commitment fees, but there will be interest charged on the amount borrowed.

Further discussion was held regarding the presentation of the financial information to the board of directors in the general meetings. David agreed to provide additional help to consumer board members as needed.

MEETING ADJOURNED

Lynn adjourned the meeting at 6:04 PM.

Proposed minutes respectfully submitted:

Shannon Barnes, Controller

March 11, 2026

Date

Approval noted in the following month's minutes.

Exhibit A

Deliverables (without Dependencies)

Since January 2026, many or all of these topics have been discussed on numerous occasions by the Board with RCEB leadership in all forums (Board meetings, EC meetings, Board-RCEB Leadership meetings). Board expects a deliverable by the date specified below.

No.	Topic	Board's Understanding as of 4/10/26	Deliverable By	Approximate Timeline
1.	Administrative Support for Board	Board needs administrative assistance to recruit new board members. DDS recommended that an arrangement be worked out with RCEB. Matter has been discussed at the Feb and March EC meetings and specific needs were provided to RCEB.	RCEB	April Board meeting or before
2.	Support for Client Board Members	Topic has been discussed with RCEB numerous times since Jan EC meeting in extensive details. It was agreed with RCEB that three levels of support will be provided <ol style="list-style-type: none"> 1. Customized Support: To be provided per individual needs to understand Board's business. Can be provided through SDP budget 2. General Support: To understand Board business (e.g. why a certain vote is required) 3. Closed Door Support: Board members to assist 	RCEB	April Board meeting or before
3.	Approval and adoption of Travel and Expense Policy*	To establish good governance practices, the Board is requested that a travel and expense policy be provided on the basis of which RCEB ED's expenses may be approved. RCEB is updating an old expense policy for this purpose.	RCEB	April Board meeting or before
4.	D&E Committee*	D&E Committee meetings were halted almost a year ago as the RCEB initiated listening sessions with various communities in the region. Public has repeatedly asked about when D&E Committee sessions will commence. RCEB is reluctant to revive the D&E Committee especially as RCEB will, schedule regular office hours to address community concerns. Board requests that a report on the findings of the listening sessions be submitted so that the Board can determine whether to resume the D&E meeting sessions	Board	April Board meeting or before

* Component of Corporate Governance.

Exhibit B
Deliverables that Are Pending Due to Dependencies

This topic has also been discussed many times since January 2026.

No.	Topic	Board's Understanding as of 4/10/26	Next Steps	Approximate Timeline
1.	Executive Director Evaluation	Board has not been provided information and updates on RCEB's major milestones, achievements, developments under current leadership so it is unclear how an evaluation may be conducted. Such information has been requested on numerous occasions	Board to follow up	Board to commence evaluation process after presentation by RCEB