Board of Directors Meeting (Annual Meeting) - November 23,2026

Regional Center of the East Bay
Monday, November 23, 2026 at 7:00pm PST to 8:30pmPST

Meeting Details: https://us06web.zoom.us/j/86207571225?pwd=y70E8rMLotJLj4qiwPFA5Y4IRhpHO6.1
Meeting ID: 862 0757 1225
Passcode: 967278

Agenda

I. Initiate Translation Services

II. Call to Order

Presenter: Sadia Mumtaz

A. Meeting called to order
B. Roll call and confirmation of quorum
C. Read out of RCEB Mission

The Mission that Guides Us:
Driven by the belief that everyone deserves to lead a life of their choosing, RCEB partners with individuals with intellectual and developmental disabilities, their families, and the community, to create opportunities for independence and fulfillment.
The Vision that Inspires Us:
We envision a future where individuals with intellectual and developmental disabilities live and work, doing what they love, without limitations!
Core Values:
Cultivating Connection - Empathetic Stewardship - Seizing Opportunities - Intentional Adaptability

III. Public Comments

The Board welcomes comments from any person regarding RCEB's service and support to the East Bay community. This Board meeting is conducted virtually. If you would like to make a comment, click the “Raise Your Hand” button to request to speak when Public Comment is being taken on the Agenda item. You will then be asked to unmuted when it is your turn to make your comment for up to 3 minutes. After the allotted time, re-mute yourself. Thank you.

IV. Approval of Minutes – Vote Required

Presenter: Sadia Mumtaz

A. Minutes of the October 26, 2026 Board of Directors meeting
B. Minutes of the November 12, 2026 Special Meeting of the Board

Public comment on this item will be taken before the Board votes.

V. President's Report

Presenter: Sadia Mumtaz

A. President's remarks, including the Board training held November 10, 2026 with ARCA

B. **Formation of an Ad hoc Committee to Select an Independent Legal Counsel for the Board (WIC 4625.6) – Vote Required**

VI. Executive Director's Report

Presenter: Rebecca Nanyonjo, DrPH, Executive Director

A. Executive Director's update

B. Regional Center Performance Measures (Fiscal Years 2023 - 2027) Public Meeting

Review and Vote Required

Presentation of the proposed FY 2026–27 Performance Measures across the eight DDS focus areas, with data sources and RCEB activities for each measure; Board discussion; Board action to approve and adopt the measures. Public comment on this item will be taken before the Board votes.

C. FY 2023–24 Performance Measures Results – Information Only, No Vote

VII. Committee Reports

A. Budget and Finance Committee

Presenter: David Glasser, Treasurer

(i) FY26-27 C-3 (Include C-2) Amendment

(ii) Contract Approval form C-2C_3 Series

B. Support and Services Committee

Presenter: Rajesh Voddiraju, Committee Chair

C. Other committee reports – See IX below

VIII. Annual Meeting: Election of Officers

Presenter: Membership Development Committee: Chair: Sadia Mumtaz; Members: Rajesh Voddiraj, Rose Coleman, Dan Hogue

A. **Presentation of the Slate of Officers – Information only, no vote**

The Membership Development Committee presents its approved slate for President, Vice President, Secretary, Treasurer and ARCA Delegate (Bylaws §§6.1, 6.2(b), 8.4(c)).

B. **Additional Nominations from the Floor – No Vote**

Any director may nominate an eligible director, including themselves, for any office. Each nomination requires the sponsorship of at least three Board members (Bylaws §6.2(b)) and the nominee's consent to serve. The PVAC-designated director is not eligible to serve as an officer. Nominations close at the end of this item.

C. **Continue the Election of Officers to an Adjourned Session of the Annual Meeting on Monday, January 25, 2027 – Vote Required**

Current officers continue to serve until their successors are elected (Bylaws §6.2(a)). Public comment on this item will be taken before the Board votes.

IX. Other Reports

A. Consumer Advisory Committee
   Presenter: Dinah Shapiro

B. Provider/Vendor Advisory Committee (PVAC)
   Presenter: Dan Hogue

C. ARCA Delegate report
   Presenter: Sadia Mumtaz

X. Public Comments

The Board welcomes comments from any person regarding RCEB's service and support to the East Bay community. This Board meeting is conducted virtually. If you would like to make a comment, click the "Raise Your Hand" button to request to speak when Public Comment is being taken on the Agenda item. You will then be asked to unmuted when it is your turn to make your comment for up to 3 minutes. After the allotted time, re-mute yourself. Thank you in advance for your interest.

XI. Adjournment

Next regular meeting: Monday, January 25, 2027, adjourned session of the Annual Meeting. The Board does not meet in December, 2026.

Board of Directors Meeting- October 26, 2026 Minutes
10/26/2026 7:00 PM PDT to 8:30 PM PDT
Regional Center of the East Bay

I. Initiate Translation Services

Spanish interpreter Claudia provided detailed instructions, in both English and Spanish, to help attendees properly use the interpretation feature and choose their preferred language on computers and mobile devices. She explained how to activate the interpretation channel and ensure participants could consistently listen in either English or Spanish throughout the meeting.

- Spanish interpreter Claudia provided instructions in English and Spanish on how attendees can select their preferred language (English or Spanish) using the interpretation feature on computers and mobile devices, including how to activate it properly.

II. Call to Order

Presented By Sadia Mumtaz

At the outset of the October 26th board meeting, opening greetings were exchanged and Sadia confirmed that translation services were available before formally calling the meeting to order. She welcomed five new board members and underscored the board's governance responsibility over an organization with a budget exceeding a billion dollars, approximately 600 employees, and tens of thousands of individuals and families served.

- Opening greetings are exchanged, translation services are confirmed as available, and Sadia formally calls the October 26th board meeting to order, welcoming five new board members and noting the board's governance responsibility over an organization with a budget of more than a billion dollars, approximately 600 employees, and tens of thousands of individuals and families served.

In her presidential opening remarks, board president Sadia highlighted the significant responsibilities board members carry as volunteers and the importance of their professional and lived experience during a period of transition with many new board members, a relatively new executive director, and shifting state-level leadership. She outlined upcoming governance challenges related to implementing the new trailer bill and broader pressures such as artificial intelligence, cybersecurity, economic uncertainty, and federal policy changes impacting people served, families, providers, and staff. Sadia stressed that the board's role is to ask thoughtful questions, exercise independent judgment, and make informed decisions aligned

with the regional center's mission, supported by clear information, meaningful training, and tools that promote full participation and a culture where questions and diverse perspectives are welcomed. She committed to working with board members to ensure needed tools, supports, and training are in place and to foster a culture where every board member has a meaningful voice, and she formally called the meeting to order at 7:06 p.m.

- Board president Sadia delivered opening remarks highlighting the board's significant responsibilities as volunteers, the value of members' professional and lived experience, and the current transition period with many new board members, a relatively new executive director, and changing leadership at the state level.
- Sadia outlined upcoming governance challenges, including implementation of the new trailer bill and broader pressures such as artificial intelligence, cybersecurity, economic uncertainty, and federal policy changes affecting people served, families, providers, and staff.
- Sadia emphasized that the board's role is to ask thoughtful questions, exercise independent judgment, and make informed decisions aligned with the regional center's mission, supported by clear information, meaningful training, and tools that enable full participation and a culture where questions and diverse perspectives are welcomed.
- Action Item - Sadia committed, in her role as board president, to work with board members to ensure necessary tools, supports, and training are in place, and to foster a board culture where every board member has a meaningful voice.
- Decision - Sadia formally called the meeting to order at 7:06 p.m.

To establish quorum, Sadia asked whether enough board members were present and Stephanie Brown conducted a formal roll call. She called the names of board members, including Raj, Frederica, David Glasser, Daniel Hogue, Dina, Rose, Alisa Rosilio, Danielle N. Motley-Lewis, Portia Gordon, Xinxin Li, and Paula Wright, and confirmed all listed members were in attendance, thereby establishing quorum for the meeting.

- Sadia asks whether a quorum is present; Stephanie Brown conducts a formal roll call of board members (including Raj, Frederica, David Glasser, Daniel Hogue, Dina, Rose, Alisa Rosilio, Danielle N. Motley-Lewis, Portia Gordon, Xinxin Li, and Paula Wright) and confirms that all listed members are in attendance, establishing quorum.

Sadia read the organization's mission, vision, and core values, emphasizing independence, fulfillment, and expanded opportunities for individuals with intellectual and developmental disabilities. After reaffirming these guiding principles for the board and the public, she transitioned the group to agenda item 3 to focus on approval of the agenda.

- Sadia read the organization's mission, vision, and core values, emphasizing independence, fulfillment, and opportunities for individuals with intellectual and developmental disabilities, and then transitioned to agenda item 3 (approval of the agenda).

III. Approve Agenda -Action

Presented By Sadia Mumtaz

During the agenda approval discussion, Sadia raised a compliance concern that no board packet or supporting materials had been provided in advance, citing Lanterman Act

transparency requirements for timely public access, online posting of agendas and minutes, and the need for board members and the public to review materials before decisions are made. The board identified that draft minutes from the October 5th meeting were not available, and Rebecca Nanyonjo explained they were still being compiled but should be completed by week's end. Sadia proposed, and Rebecca agreed, that approval of the October 5th minutes be deferred to the next regular board meeting so members could review and propose corrections, and she further proposed deferring the entire consent calendar (agenda item 5) to the next meeting because its supporting materials, including minutes, had not been provided in advance; this was accepted without objection. The board confirmed that the State Council on Developmental Disabilities update would remain on the agenda as an informational oral report by Dr. Becky on behalf of Sheraton Nicolao since it required no written materials or board action. Sadia also proposed deferring the Executive Director's report on Regional Center Performance Metrics (RCPM) for performance years 2024–2027 to the next meeting due to missing metrics and supporting materials, emphasizing the board's oversight role and the need for new members to review data beforehand. In response, Rebecca Nanyonjo and Ronke Sodipo explained DDS's requirement for board approval of RCPM, noted prior public presentation when the board lacked capacity to vote, and requested providing only a brief contextual overview now, with full metrics and activities distributed within a few days for detailed review and board adoption next month. They committed that the board would receive detailed draft RCPM activities within the next couple of days, with about a month for review before a formal adoption vote, and Stephanie Brown would distribute the RCPM performance measures and draft activities to ensure at least a 30-day review window. After discussion about transparency and timing, board members Daniel Hogue, Raj, and Porsche expressed comfort with receiving an overview presentation at this meeting as long as detailed review and formal action occur at the next meeting. The Budget and Finance Committee reported there were no contracts, documents, or recommendations requiring board action, only a monthly financial status update reviewed at committee level and provided with the agenda. Daniel Hogue raised a point of order that the Membership Development Committee had not legally met and no slate of officers document was attached, arguing agenda item 8E should be adjusted, and Sadia agreed, accepting with Daniel's recommendation and Raj's agreement that 8E be limited to discussion of the slate of officers and remove board member nominations. Daniel also questioned item 8C (bylaws) being listed under President's remarks without bylaws attached, and Sadia clarified it would be limited to remarks only. Raj then moved to approve the agenda as amended, specifying changes to items 8C.1 and 8E and removal of nominations, Alisa seconded the motion, and following a vote with no noted opposition or abstentions the board approved the amended agenda reflecting deferrals, retained informational items, the RCPM overview-only approach, and clarified treatment of 8C and 8E.

- Sadia raised a compliance concern that no board packet or supporting materials were provided in advance, citing Landerman Act transparency requirements for timely public access, online posting of agendas and minutes, and the need for board members and the public to review materials before decisions.
- The board identified that draft minutes from the October 5th meeting were not available; Rebecca Nanyonjo reported the minutes were still being compiled but should be completed by the end of the week.

- Sadia proposed, and Rebecca agreed, that approval of the October 5th minutes be deferred to the next regular board meeting so members can review and propose corrections.
- Sadia proposed deferring the entire consent calendar (agenda item 5) to the next board meeting because its supporting materials, including minutes, were not provided in advance; this was accepted without objection.
- The board confirmed that the State Council on Developmental Disabilities update would be an informational oral report by Dr. Becky (on behalf of Sheraton Nicolao) and could remain on the agenda since no written materials or board action were required.
- Sadia proposed deferring the Executive Director's report on Regional Center Performance Metrics (RCPM) for performance years 2024–2027 to the next meeting because the metrics and supporting materials were not provided in advance; she emphasized the board's oversight duty and the need for new members to review data beforehand.
- Rebecca Nanyonjo and Ronke Sodipo explained that DDS requires board approval of the Regional Center performance measures, that the measures had already been presented to the public in May when the board lacked capacity to vote, and that timelines are tight; they requested not to delay entirely and instead to provide only a brief contextual overview now, with full metrics and activities to be distributed within a few days for detailed review and board adoption next month.
- Action Item - Ronke stated that the board will receive the detailed draft RCPM activities within the next couple of days, allowing about a month for review before a formal board adoption/approval vote at the next meeting, after which the plan can be submitted to DDS.
- Action Item - Stephanie Brown will distribute the RCPM performance measures and draft activities to the board within the next couple of days to provide at least a 30-day review window before the next meeting.
- After discussion about transparency and timing, board members Daniel Hogue, Raj, and Porsche expressed that they were comfortable receiving an overview presentation on RCPM at this meeting, provided detailed review and formal action occur at the next meeting.
- The Budget and Finance Committee reported there were no contracts, documents, or recommendations requiring board action; only a monthly financial status update from the controller had been reviewed at committee level and provided with the agenda.
- Daniel Hogue raised a point of order that the Membership Development Committee (MDC) had not legally met (no full invitation and no quorum) and that no slate of officers document was attached, arguing that agenda item 8E should be removed or adjusted.
- In response to Daniel's point of order, Sadia agreed the facts about MDC were correct and, with Daniel's recommendation and Raj's agreement, accepted that 8E should be adjusted to focus only on discussion of the slate of officers and remove board member nominations from this agenda.
- Daniel also questioned item 8C (bylaws) being listed under President's remarks without bylaws attached; Sadia clarified that this item would be limited to remarks only and not involve bylaws text or formal action.

- Motion - Raj moved to approve the agenda as amended so that item 8C.1 is identified as remarks only, item 8E.1 is limited to remarks (discussion of the slate of officers), and item 8E.2 (board nominations for officer positions) is removed from the agenda.
- Second - Alisa seconded the motion to approve the amended agenda.
- Decision - Following a vote with no noted opposition or abstentions, the board approved the amended agenda, including deferral of approval of the October 5 minutes, deferral of the consent calendar, retention of an informational State Council report, an RCPM overview only this meeting with detailed review next month, and the clarification that items 8C and 8E will be remarks/discussion only with nominations removed.

IV. Approve Minutes

Presented By Sadia Mumtaz

As part of the broader agenda discussion, the board recognized that the draft minutes from the October 5th meeting were not yet ready and agreed, at Sadia's suggestion and with Rebecca Nanyonjo's concurrence, to defer approval of those minutes to the next regular board meeting. This approach was intended to allow board members adequate time to review the completed minutes and propose corrections before taking formal action.

- The board identified that draft minutes from the October 5th meeting were not available; Rebecca Nanyonjo reported the minutes were still being compiled but should be completed by the end of the week.
- Sadia proposed, and Rebecca agreed, that approval of the October 5th minutes be deferred to the next regular board meeting so members can review and propose corrections.

V. Consent Calendar

Presented By Sadia Mumtaz, Rajesh Voddiraju

Because supporting materials for the consent calendar had not been provided in advance, Sadia recommended that the board defer the entire consent calendar to the next meeting, and this proposal was accepted without objection. The Budget and Finance Committee also confirmed there were no contracts, documents, or recommendations on the calendar requiring board action, only a monthly financial status update previously reviewed at committee level and shared with the agenda.

- Sadia proposed deferring the entire consent calendar (agenda item 5) to the next board meeting because its supporting materials, including minutes, were not provided in advance; this was accepted without objection.
- The Budget and Finance Committee reported there were no contracts, documents, or recommendations requiring board action; only a monthly financial status update from the controller had been reviewed at committee level and provided with the agenda.

VI. Public Comments

The board opened the public comment period and explained that members of the public could speak for up to three minutes each using the virtual platform. During this segment, Tandra

DeBose asked for clarity on whether the Diversity and Equity Subcommittee and the Support and Services Subcommittee were still meeting, noting their absence from the website calendar and emphasizing the importance for parents to have timely information and regular opportunities to provide input. Minnie Cadambi urged the regional center to recognize and support alternative communication for non-speaking children on the autism spectrum, especially the use of letter boards in classrooms, describing how many families in the RCEB area rely on this method as a primary means of communication and academic access. David Glasser used his comment to remind participants that October is disaster preparedness month and encouraged people, particularly those with disabilities, to use materials from the California Office of Emergency Services at caloes.ca.gov to prepare for emergencies such as earthquakes, floods, and fires. In additional public comment, Tandra DeBose reported that the Zoom meeting link on the organization's website was no longer an active clickable link as it had been previously, making access more difficult, and requested that the website be updated so meeting information and links are accurate and easy to use.

- The board opened the public comment period, explaining that members of the public could speak for up to 3 minutes each via the virtual platform.
- Tandra DeBose requested clarity on whether the Diversity and Equity Subcommittee and the Support and Services Subcommittee are still meeting, noting they were not listed on the website calendar and emphasizing the importance for parents to have timely information and opportunities to share input on a regular basis.
- Minnie Cadambi advocated for the regional center to recognize and support alternative communication for non-speaking children on the autism spectrum, particularly the use of letter boards in classrooms, stating that many families in the RCEB area rely on this method as a primary means of communication and access to academics.
- David Glasser used public comment time to remind attendees that October is disaster preparedness month and encouraged people, especially those with disabilities, to use materials provided by the California Office of Emergency Services (Cal OES) at caloes.ca.gov to prepare for emergencies such as earthquakes, floods, and fires.
- During an additional public comment, Tandra DeBose reported that the Zoom meeting link on the organization's website is no longer an active clickable link (blue hyperlink) as it was previously, making access more difficult, and requested that the website be updated so meeting information and links are accurate and easy to use.

VII. Update from State Council on Developmental Disabilities

Presented By Sheraden Nicholau

Rebecca Nanyonjo delivered the State Council on Developmental Disabilities update on behalf of Sheridan Nicolao, explaining that Gregory Gonzalez, the prior manager assigned to the regional center's catchment area, is no longer with the State Council and that Sheridan, who has been promoted, could not attend but had provided written information to share via the meeting chat. Rebecca asked Stephanie to post State Council information and resource links, including 2026–27 employment resource guides and event links, into the chat for public access. She welcomed new board members and noted an upcoming meeting with the board

president and vice president to plan board member information, training, and orientation, stressing the need to move quickly given the volume of information. Rebecca reported that California's five-year State Plan for developmental disabilities has been approved by the Federal Administration on Community Living, making California one of only 16 states or territories to receive approval so far, and highlighted its importance for community living funding and alignment with person-centered planning and the Lanterman Act. She emphasized October as National Disability Employment Awareness Month and described State Council efforts to promote trainings, resources, and stories focused on inclusive employment, employment rights, and opportunities for people with developmental disabilities, noting that a 2026–27 employment resource guide, including a Spanish version, was available and linked in the chat. Rebecca explained that employment outcomes are a key performance contract metric, pointed out that the state ended subminimum wage practices for workers with disabilities last year, and underscored the increased importance of competitive employment for purpose, pride, and independence. She also announced an upcoming benefits-planning training, "dispelling myths and launching employment while maintaining benefits," scheduled for Thursday, October 29 from 12:00 to 1:30 p.m. with Spanish interpretation, and a Self-Advocates Advisory Committee meeting on November 2 at 1:30 p.m., with registration and agenda information posted on State Council webpages and in the chat. Rebecca further highlighted a virtual training, "Empowered by AI: Artificial intelligence, independence with safety in mind," on Wednesday, November 4 from 12:00 to 1:30 p.m. via Zoom, connecting the training to earlier public comments about resources for children with different communication needs. She informed participants that the next State Council meeting would be held on November 17 at 10:30 a.m. via Zoom and encouraged review of the meeting packet and schedule of upcoming meetings, and concluded by emphasizing the State Council's broad statewide reach and thanking staff Karina and Stephanie for posting all shared materials in the chat before yielding back to the board president.

- Rebecca Nanyonjo delivered the State Council on Developmental Disabilities update on behalf of Sheridan Nicolao and noted that Gregory Gonzalez, the prior manager assigned to the regional center catchment area, is no longer with the State Council; Sheridan has been promoted and could not attend but provided written information to be shared with the public via the meeting chat.
- Action Item - Rebecca asked Stephanie to post the State Council information and resource links (including the 2026–27 employment resource guides and event links) into the meeting chat for public access.
- Rebecca welcomed new board members and noted that there is an upcoming meeting this week with the board president and vice president to plan board member information, training, and orientation, with an emphasis on doing so quickly given the volume of information.
- Rebecca reported that California's 5-year State Plan for developmental disabilities has been approved by the Federal Administration on Community Living, making California one of only 16 states or territories to receive approval so far; she highlighted its importance for community living funding and alignment with person-centered planning and the Lanterman Act.
- Rebecca highlighted October as National Disability Employment Awareness Month and noted that the State Council is promoting trainings, resources, and stories focused on inclusive employment, employment rights, and opportunities for people with

developmental disabilities; a 2026–27 employment resource guide, including a Spanish version, is available and linked in the chat.

- Rebecca explained that employment outcomes are a key performance contract metric, noted that the state ended subminimum wage practices last year for workers with disabilities, and emphasized the heightened importance of competitive employment for the community's purpose, pride, and independence.
- Rebecca informed the board and public about an upcoming benefits-planning training, "dispelling myths and launching employment while maintaining benefits," scheduled for Thursday, October 29, from 12:00 to 1:30 p.m., to be held in English with Spanish interpretation, with registration information provided via the State Council's NDEAM webpage and posted in the chat.
- Rebecca noted an upcoming Self-Advocates Advisory Committee meeting on November 2 beginning at 1:30 p.m., with agenda and link to be posted on the State Council's self-advocates advisory committee webpage (link provided in the chat).
- Rebecca announced a virtual training titled "Empowered by AI: Artificial intelligence, independence with safety in mind" on Wednesday, November 4, from 12:00 to 1:30 p.m., to be held via Zoom, with registration and flyer links included in the chat; she connected this to earlier public comments about resources for children with different communication needs.
- Rebecca reported that the next State Council meeting will be held on November 17 starting at 10:30 a.m. via Zoom and encouraged board members and the public to review the meeting packet and the online list of upcoming and subsequent State Council meetings.
- Rebecca concluded the State Council update by emphasizing the State Council's broad statewide reach and thanked staff (Karina and Stephanie) for posting the shared materials in the chat before yielding back to the board president.

VIII. Committee Reports

Presented By Sadia Mumtaz

In the Budget Finance report, David Glasser explained that funding is divided into an operating (ops) budget, which covers salaries, rent, and other operating costs, and a purchase of services (POS) budget that funds client services under a state contract amended throughout the year based on expenditure trends. He noted that the regional center is at the beginning of the fiscal year and the operations budget with the state has not yet been finalized, so some funding details remain pending even though funding is still flowing. As of the end of August, operations expenditures were at 13% of the ops budget (compared to 12% at the same point in the prior fiscal year), reflecting predictable burn rates from regular payroll and rent, while POS expenditures were approximately 14% of the POS budget versus about 15% at the same time last year. David reported that caseloads have increased by about 6,900 cases, or roughly 29%, since 2022, while actual service expenditures have increased by about $87 million, or about 96%, indicating rising per-case costs or overall service intensity rather than linear growth with caseload. He highlighted that the operations budget has increased by about $5 million (around 69%) since 2022, and year-to-date ops expenditures and the ops budget itself have grown by about $30 million (around 44%), reflecting significant expansion in staffing and operational

capacity alongside POS cost growth. For the first quarter (July–September), operations spending is just under 25% of the annual ops budget, while POS spending is just under 19%, and he emphasized that POS spending does not follow a strictly linear pattern through the year. David invited board members to attend Budget and Finance Committee meetings for more detailed discussion and indicated he would be asking new board members later in the meeting to join the committee, with Sadia encouraging committee leads, including David, to reach out to new members and invite them to participate.

- David Glasser presented the Budget and Finance report, explaining that funding is divided into an operating (ops) budget covering salaries, rent, and other operating costs, and a purchase of services (POS) budget funding client services under a state contract that is amended throughout the year based on expenditure trends.
- David noted that the regional center is at the beginning of the fiscal year and the operations budget with the state has not yet been finalized, meaning some funding details remain pending, though funding is still flowing.
- As of the end of August, operations expenditures were at 13% of the ops budget (compared to 12% at the same point in the prior fiscal year), reflecting a predictable burn rate due to regular payroll and rent; POS expenditures were at approximately 14% of the POS budget versus about 15% at the same time last year.
- Caseloads handled by the regional center have increased by about 6,900 cases, or roughly 29%, since 2022, while actual expenditures for services have increased by about $87 million, or about 96%, indicating that service costs per case or overall intensity have risen and that spending growth is not linear with caseload growth.
- The operations budget has increased by about $5 million (approximately 69%) since 2022, and year-to-date ops expenditures and the ops budget itself have increased by about $30 million (around 44%) over the same period, reflecting significant growth in staffing and operational capacity alongside POS service cost growth.
- For the first quarter (July–September), the operations budget has been spent at just under 25%, while POS spending is just under 19% of the annual POS budget, with David emphasizing that POS spending does not follow a strictly linear pattern through the year.
- David Glasser invited board members to attend the Budget and Finance Committee for more detailed discussion and indicated that he will be asking new board members later in the meeting to join the committee.
- Sadia encouraged committee leads, including David Glasser, to reach out to new board members and invite them to join committees.

Regarding the Support Services Committee, the board noted that the Support and Services Committee did not meet this month and therefore had no report to present at this meeting.

- The board noted that the Support and Services Committee did not meet this month and therefore had no report for this meeting.

In the Membership Development segment, it was reported that the Membership Development Committee could not meet due to lack of quorum—one absence and one bereavement—so no officer slate was prepared and nominations could not proceed as originally scheduled. Raj explained that bylaws require the committee to prepare an officer slate at least two months before the election and allow directors to add nominations at the meeting prior to the election;

although this sequence was not met this year, current officers will continue serving until successors are elected, avoiding any leadership gap. He outlined a proposed written guidance and schedule for officer elections, including issuing written guidance from counsel, convening the committee to approve a slate, polling board members to consider serving, submitting the slate and written consents to staff, and presenting the slate at the November 23 meeting with additional nominations accepted before holding officer elections at the January 25 meeting. Board counsel Aaron Abramowitz confirmed the proposed schedule is as consistent as possible with current bylaws given timing constraints, and Sadia observed that the bylaws' requirement for a two-month gap rather than a specific number of days between meetings creates recurring timing difficulties and should be changed in the future. Sadia stated an intention to circulate Raj's proposed schedule and related slide to all board members, with Aaron confirming this approach is appropriate, and David Glasser requested that the ad hoc committee consider amending the bylaws so the board can proceed with nominations from the floor if the committee fails to produce an officer slate. Aaron confirmed that no current bylaw provision addresses what happens if MDC cannot produce a slate.

- Membership Development Committee (MDC) could not meet due to lack of quorum (one absence and one bereavement), so no officer slate was prepared and nominations could not proceed as originally scheduled.
- Raj explained that bylaws require MDC to prepare an officer slate at least two months before the election and allow directors to add nominations at the meeting prior to the election; this sequence was not met this year, but current officers will continue serving until successors are elected, avoiding any leadership gap.
- Motion - Raj outlined a proposed written guidance and schedule for officer elections: (1) finalize written guidance from counsel to MDC and all directors by Monday, November 2; (2) convene the MDC by Friday, November 6 to approve a slate for each officer position; (3) poll new and existing board members and encourage them to consider serving; (4) present the slate and nominees' written consents to board staff by November 9; (5) present the slate at the November 23 meeting, accept additional nominations at that meeting, and then conduct officer elections at the January 25 meeting.
- Aaron Abramowitz confirmed that the proposed schedule and process are in conformance with the current bylaws as much as possible given timing constraints, including the required two-month gap between slate/nominations and the election.
- Sadia noted that the bylaws' requirement for a two-month gap (rather than a specified number of days between meetings) creates recurring timing difficulties because monthly meetings are not always 30 days apart, and indicated that this is another bylaw provision that needs to be changed in the future.
- Action Item - Sadia stated an intention to circulate Raj's proposed schedule and related slide to all board members, with Aaron confirming that this is the appropriate approach and that the plan is as compliant with the bylaws as possible.
- David Glasser requested that the ad hoc committee consider amending the bylaws so that if the MDC fails to provide an officer slate, the board can proceed based solely on nominations from the floor, avoiding a situation where officers effectively serve indefinitely due to MDC inaction.

- Aaron Abramowitz confirmed there is currently no bylaw provision addressing what happens if the MDC cannot produce an officer slate.

The Consumer Advisory Committee (CAC) report noted that the committee met on Monday the 19th at both San Leandro and Concord locations, with additional members participating via Zoom, and is focusing on developing its collective voice and clarity of purpose as a subcommittee of the board. CAC is working on an elevator speech to help others understand who the committee is, support membership growth, and maintain focus on its board-subcommittee role. A small working group consisting of Jerry, James, and Seth was formed to draft this elevator speech and report back to the CAC, and Dinah Shapiro expressed that she looks forward to presenting the CAC's elevator pitch to the board when it is ready.

- Consumer Advisory Committee (CAC) met on Monday the 19th at both San Leandro and Concord locations, with additional participants attending via Zoom. The committee is focused on developing its collective voice and clarity of purpose as a subcommittee of the board.
- CAC is developing an elevator speech to help others understand who the committee is, support membership growth, and maintain focus on its role as a board subcommittee.
- Action Item - A small working group consisting of Jerry, James, and Seth was formed to create a draft elevator speech and report back to the CAC.
- Dinah Shapiro noted she looks forward to presenting the CAC's elevator pitch to the board when it is ready.

In the Provider Advisory report, it was shared that the Provider Vendor Advisory Committee (PVAC) met on October 9, had quorum, and approved minutes from the September 11 meeting. PVAC members raised concerns about potential bylaw revisions and plan to meet to discuss those issues and review PVAC bylaws previously approved by the board, while also reviewing membership and assembling a slate for the next meeting that clarifies who is standing, term lengths and expirations, organizational affiliations, and service types. PVAC reiterated concern that despite a detailed May 11 letter and a prior commitment, the board of directors has not yet met with the PVAC voting membership to address those issues, and they received a presentation on the Department of Developmental Services DSP internship program, a paid internship of up to approximately 90 days in which DDS, via All's Well, pays interns before providers assume payment if they retain them. The Service Provider Equity subcommittee has not met recently and has shifted to a quarterly schedule, citing a lack of new issues being raised while maintaining an ongoing commitment to equity and willingness to convene when concerns arise. PVAC leadership clarified that they recognize ongoing equity issues and are available to meet with any provider who contacts either Daniel Hogue or chair Dr. Marci Lynn Hodge with specific concerns. Sadia explained that the board, which was operating for a time with six members, has been heavily occupied with bylaw work, onboarding new board members, and working with legal counsel, and indicated that items such as meeting with PVAC will be addressed as the workload is shared; she also invited individuals with concerns to speak during the public meeting portion of board sessions. David Glasser noted that Raj had made prior motions or resolutions that should be addressed before moving on and asked Daniel Hogue to explain how interested parties can join PVAC. Daniel outlined that PVAC meetings are open to the public and that to become a member, providers must email RCEBPVAC@gmail.com for a membership form, with membership limited to authorized

provider leadership. He added that PVAC aims to balance representation across both counties and provider categories and is specifically seeking a dedicated transportation provider representative, and he invited new board members to attend PVAC meetings, which typically occur on the second Friday of each month at 9:30 a.m., mostly online, with the December meeting in person and the next meeting scheduled for Friday, November 13.

- Provider Vendor Advisory Committee (PVAC) met on October 9, had quorum, and approved the minutes from the September 11 meeting.
- PVAC members raised concerns about potential bylaw revisions and plan to meet to discuss those issues and review the PVAC bylaws previously approved by the board.
- PVAC is reviewing its membership and assembling a slate to present at the next meeting, detailing who is standing, their term lengths and expirations, organizational affiliations, and service types.
- PVAC reiterated concern that, despite a detailed May 11 letter and a prior commitment, the board of directors has not yet met with the PVAC voting membership to address those concerns.
- PVAC received a presentation on the Department of Developmental Services DSP internship program, a paid internship (up to approximately 90 days) in which DDS, via All's Well, pays interns and providers assume payment if they retain the intern.
- The Service Provider Equity subcommittee has not met recently and has shifted to a quarterly schedule due to a lack of new issues being brought forward by providers, while emphasizing ongoing commitment to equity and willingness to convene when issues are raised.
- PVAC leadership clarified that they acknowledge ongoing equity issues and are available to meet with any provider who contacts either Daniel Hogue or chair Dr. Marci Lynn Hodge with specific concerns.
- Sadia explained that the board, operating for a time with six members, has been heavily occupied with bylaw work, onboarding new board members, and working with legal counsel, and indicated that additional items such as meeting with PVAC will be addressed as the workload is shared.
- Sadia invited individuals with concerns to speak during the public meeting portion of the board sessions.
- David Glasser noted that Raj had made prior motions or resolutions that should be addressed before moving on, and also requested that Daniel Hogue explain how interested parties can join PVAC.
- Daniel Hogue outlined the process to join PVAC: meetings are open to the public; to become a member, providers must email RCEBPVAC@gmail.com to obtain and submit a membership form, and membership is limited to authorized provider leadership.
- PVAC aims to balance representation across both counties and provider categories, and is particularly seeking a dedicated transportation provider representative rather than a program that offers transportation as an add-on.
- Daniel Hogue invited new board members to attend PVAC meetings to observe discussions and reported that PVAC typically meets on the second Friday of each month at 9:30 a.m., mostly online, with the December meeting in person and the next meeting scheduled for Friday, November 13.

IX. Public Comments

Near the end of the meeting, the chair noted that the session had gone past the previously agreed extension time to 9:00 p.m., observing that it was now 9:08 p.m., and decided to skip the ARCA delegate report in order to proceed directly to the required public comment period for new board members and the public. During this final segment, Maureen Fitzgerald encouraged the board to post proposed bylaws or materials being sent to board members on the regional center website so the community could review and provide input within a short defined window, such as 24–48 hours, before the board moves forward, emphasizing the importance of community involvement in implementing the Lanterman Act. No additional public commenters came forward, and the chair thanked board members and community participants for their work and input before formally closing the meeting.

- Chair notes the meeting has gone past the agreed extension to 9:00 p.m. (now 9:08) and decides to skip the ARCA delegate report to proceed directly to required public comment time for new board members and the public.
- During public comment, Maureen Fitzgerald encourages the board to post the proposed bylaws or materials being sent to board members on the regional center website so the community can review and provide input within a defined short window (e.g., 24–48 hours) before the board proceeds, emphasizing community involvement in implementing the Lanterman Act.
- No additional public commenters come forward; the chair thanks board members and community participants for their work and input, and formally closes the meeting.

X. Adjournment

Following the final public comment period, with no further speakers and the meeting running beyond its scheduled end time, the chair expressed appreciation for the contributions of board members and community participants and formally adjourned the meeting.

- No additional public commenters come forward; the chair thanks board members and community participants for their work and input, and formally closes the meeting.

Uncategorized Discussion Points

Executive Director Report

During the Executive Director report, Rebecca Nanyonjo described recent and upcoming community engagements, including representing the organization on a panel at the Stanford Neurodiversity Summit, attending a Housing Consortium of the East Bay event at Abilities Now Bay Area where she received an award, joining the Friends of Children with Special Needs annual event, and participating in the Alameda County community leadership quarterly meeting convened by the County Superintendent of Schools with county department heads and justice system leaders. She summarized updates from the October 14 ARCA meeting with the Department of Developmental Services on year-end Purchase of Services reports, noting that for the 2025–26 cycle DDS will align POS race/ethnicity data with federal categories, which

will complicate year-to-year comparisons but is intended to improve federal compliance, data completeness, and funding alignment while reducing "other" or missing data. Preliminary POS data show relatively stable total utilization, with differences between authorizations and actual expenditures by racial and ethnic groups, and she emphasized that low expenditures do not necessarily indicate low authorizations, with further detail to be provided when the Language Access and Cultural Competency team presents the required community POS report. On service provider directory licenses, Nanyonjo reported significant increases in vendor applications and new service categories while DDS has purchased just under 200 licenses statewide for 21 regional centers and does not allow internal reassignment, creating bottlenecks; DDS has directed centers to email Sandra Hernandez, copying the provider directory inbox, with staff change details to process license reassignments. She highlighted DDS's effort to standardize determinations of evidence-based interventions, explaining that DDS will intervene when clinical staff, led at this agency by Lucy Rivello and team, identify concerning trends or potential harm, and is working with ARCA on timelines and guidance to protect individuals if services previously funded are later deemed not evidence-based. DDS is revising the regional center case transfer protocol to resolve operational problems and ensure consistency, with consultation through ARCA before issuing new system-wide guidance, and is continuing stakeholder meetings to refine the framework for required board training, planning to work with Sacramento State to incorporate community feedback into a revised training plan. Nanyonjo noted new DDS trailer bill language and requirements that will need to be incorporated into future initiatives, committing to provide updates as more guidance is issued, and she will forward the new DDS directive on trailer bill language to Stephanie to share in the chat and with the board. She also reported that legislative staff plan educational visits in November to regional centers and vendors, arranged through the Legislature's education arm and excluding registered lobbyists to focus on direct observation of operations, and that Regional Center of the East Bay and non-registered ARCA staff may serve as resources during these tours, with Nanyonjo working with internal leadership to organize and support them. On transportation (service code 875), she noted DDS has asked regional centers to email its rates team about providers anticipating closure or closing, particularly tied to rate reform, and is planning automated data collection through service code revisions while reviewing reimbursement concerns raised by vendors. For retired service codes, DDS will provide lists of client authorizations using unusable codes, identified by unique client identifiers, to support final cleanup of client records, with some flagged authorizations possibly already corrected due to data lags. Finally, she reported that DDS has finalized a directive affecting self-determination program financial management services, which are approved at the state level, and that although SDP was intended to be cost-neutral, regional centers are seeing significant funding increases systemwide, raising broader budget and political concerns; the finalized directive will be shared with regional centers.

- Executive Director Rebecca Nanyonjo reported on recent and upcoming community engagements, including representing the organization on a panel at the Stanford Neurodiversity Summit, participation in a Housing Consortium of the East Bay event at Abilities Now Bay Area where she received an award, attendance at the Friends of Children with Special Needs annual event, and participation in the Alameda County community leadership quarterly meeting convened by the County Superintendent of Schools, which includes county department heads and justice system leaders.

- Nanyonjo summarized updates from the October 14 ARCA meeting with the Department of Developmental Services (DDS) on year-end Purchase of Services (POS) reports, noting that for the 2025–26 reporting cycle DDS will align POS race/ethnicity data with federal categories. This reclassification (including changes affecting Central Asian categories) will complicate year-to-year comparisons but is intended to improve federal compliance, data completeness, and funding alignment, and to reduce the share of clients listed as 'other' or with missing race/ethnicity data.
- Preliminary POS data show total utilization is relatively stable, with differences between authorizations and actual expenditures by racial/ethnic groups. Nanyonjo emphasized that low expenditures do not necessarily indicate low authorizations and that further information will be provided when the required community POS report is presented by the Language Access and Cultural Competency (LAC) team.
- On service provider directory licenses, Nanyonjo reported that regional centers are seeing a significant increase in vendor applications and new service categories, while DDS has purchased just under 200 licenses statewide for 21 regional centers. Regional centers currently cannot reassign directory licenses internally, creating bottlenecks. DDS has directed regional centers to email Sandra Hernandez, copying the provider directory inbox, with details of outgoing and incoming staff to process license changes and alleviate delays experienced by providers seeking vendorization.
- Nanyonjo highlighted DDS's move to standardize determinations of evidence-based interventions. Historically, each regional center made its own determinations, leading to wide variation. DDS will intervene when clinical staff (at this agency, led by Lucy Rivello and team) identify concerning trends or potential harm, and is working with ARCA on transition timelines and guidance if services previously funded are later determined not to be evidence-based, to protect current service recipients.
- DDS is revising the regional center case transfer protocol to address operational problems and ensure consistency across the system. DDS will confer with ARCA before issuing new guidance for public and system-wide use.
- On board training, Nanyonjo reported that DDS is continuing stakeholder community meetings to refine the framework for required board training. Once sufficient feedback is collected, DDS will work with Sacramento State to incorporate community input into a revised training plan that will apply to boards.
- Action Item - Rebecca Nanyonjo will forward the new DDS directive on trailer bill language to Stephanie so it can be shared in the meeting chat, and will share further information on trailer bill requirements with the board as it becomes available.
- Nanyonjo noted new DDS trailer bill language and associated requirements, indicating these will need to be incorporated when considering revisions or new initiatives. She committed to providing additional updates to the board as DDS issues more detailed guidance.
- She reported that legislative staff plan educational visits in November to regional centers and vendors, arranged through the Legislature's formal education arm. Registered lobbyists will not be allowed to attend; the intent is to observe operations directly rather than curated presentations. Regional Center of the East Bay and non-registered ARCA staff may serve as resources during these tours.

- Action Item - Rebecca Nanyonjo will work with the internal leadership team to organize and support the upcoming legislative staff visits so the tours are informative and accurately reflect operations.
- Regarding transportation (service code 875), Nanyonjo stated that DDS has asked regional centers to email the DDS rates team about transportation providers anticipating closure or actually closing, and to report closures tied to rate reform. DDS plans automated data collection through service code revisions. She noted ongoing challenges around transportation risks and that vendors report current reimbursement rates as too low, and that DDS is reviewing this issue.
- On retired service codes, DDS will provide regional centers with lists of client authorizations using unusable service codes, identified by unique client identifiers, to support final cleanup of the client records database. Because DDS data lag billing and claiming by about two months, some flagged authorizations may already have been corrected.
- Nanyonjo reported that DDS has finalized a directive affecting self-determination program (SDP) financial management services (FMS), which are approved at the state level rather than by regional centers. Based on her discussions with Lindsey and Jen, she noted that although SDP was originally intended to be cost-neutral, regional centers are seeing significant funding increases systemwide for SDP, raising broader health and human services budget and political concerns. The finalized directive will be shared with regional centers.

Performance Measures Overview

Staff presented an overview of the Regional Center Performance Measures established by the California Department of Developmental Services, explaining that these measures evaluate how effectively regional centers deliver services, manage resources, meet regulatory requirements, and improve outcomes. The accountability framework for the performance contract was described as organized into six key performance areas: community integration, employment outcomes including sustained competitive and integrated employment, equity and access examining disparities in purchase-of-service and expenditures across demographic groups, fiscal accountability covering financial management, timely payments, audit results, and responsible use of public funds, compliance and service delivery focusing on intake timelines, eligibility determinations, and IPP planning processes, and individual and family outcomes assessing quality of life, satisfaction, self-determination, and person-centered outcomes. It was noted that in July 2026 DDS consolidated prior Regional Center Performance Measures and annual performance contract requirements into a single accountability framework that now includes compliance measures, policy measures, and performance incentives, with six improvement priorities: Early Start, employment, equity and cultural competency, individual and family experience, person-centered planning, and service coordination and operations. The board's statutory responsibilities under Welfare and Institutions Code section 4629 were highlighted, emphasizing that the governing board must participate in public review of performance objectives and evaluation against prior-year outcomes to ensure accountability, transparency, and community engagement and to determine whether services are accessible, equitable, timely, person-centered, and yield

meaningful outcomes beyond mere regulatory compliance. Ronke Sodipo clarified that previously separate mechanisms—the statewide Regional Center Performance Measures and annual performance contracts—have been merged into one set of performance indicators and benchmarks with statewide-prescribed measures and goals while each regional center provides its own baselines and planned activities. She stated that a draft of performance activities has been prepared and will be sent out by Stephanie and posted on the website so the board and public can review it over the next month before board consideration and adoption, with statute now requiring the public meeting on performance objectives to occur during a board meeting and the next meeting needing to allot considerable time for that public review and discussion prior to submission of approved activities to DDS.

- Staff presented an overview of Regional Center Performance Measures (RCPMs) established by the California Department of Developmental Services (DDS), explaining that they evaluate how effectively regional centers deliver services, manage resources, meet regulatory requirements, and improve outcomes.
- The accountability framework for the regional center performance contract was described as organized into six key performance areas: community integration, employment outcomes (including sustained competitive/integrated employment), equity and access (examining disparities in purchase-of-service and expenditures across demographic groups), fiscal accountability (financial management, timely payments, audit results, and responsible use of public funds), compliance and service delivery (intake timelines, eligibility determinations, IPP planning processes), and individual and family outcomes (quality of life, satisfaction, self-determination, and person-centered outcomes).
- It was noted that in July 2026 DDS consolidated the prior Regional Center Performance Measures and annual performance contract requirements into a single accountability framework that now includes compliance measures, policy measures, and performance incentives, with six improvement priorities: Early Start, employment, equity and cultural competency, individual and family experience, person-centered planning, and service coordination and operations.
- The board's statutory responsibilities under Welfare and Institutions Code section 4629 were highlighted: the governing board must participate in public review of performance objectives and evaluation against prior-year outcomes, to ensure accountability, transparency, and community engagement, and to assess whether services are accessible, equitable, timely, person-centered, and yield meaningful outcomes beyond mere regulatory compliance.
- Ronke Sodipo clarified that previously separate mechanisms—statewide Regional Center Performance Measures and the annual performance contracts—have been merged into one set of performance indicators and benchmarks; the measures and goals are prescribed statewide based on prior stakeholder input, while each regional center provides its own baselines and planned activities.
- Ronke stated that a draft of the performance activities is prepared and will be sent out by Stephanie and posted on the website so that the board and the public can review it over the next month prior to board consideration and adoption.

- Action Item - Stephanie will send the draft performance activities to board members and the public, and the organization will post the draft on the website for review before the next board meeting.
- Ronke explained that many activities are carried forward from past performance contracts, and that during a public meeting held in May the community provided input on additional activities (not new measures) the regional center should perform to meet the prescribed measures in areas such as Early Start, employment, equity and access, person-centered services, and service operations.
- Ronke noted that statute now requires the public meeting on performance objectives to occur during a board meeting, and that the next board meeting will need to allot considerable time for this public review and discussion of the performance measures and activities; after the board approves and adopts them, the regional center will submit the approved activities to DDS.

Bylaws Discussion

In the bylaws discussion, Sadia reviewed the history of revisions begun about two years ago with Neo Law Group attorney Erin Bradwick, noting that the prior board did not approve those revisions and that the current board formed an ad hoc committee in June–July to resume the work by dividing it into Phase 1, focused on implementing the attorney's earlier revisions plus limited new changes such as trailer bill-related items for adoption next month, and Phase 2 in early 2027 to incorporate additional trailer bill provisions and further updates once more board members are in place. She stated that the ad hoc committee has a meeting scheduled with Neo Law Group and Board Counsel Aaron Abramowitz to resolve one or two outstanding issues where Corporations Code and Lanterman Act interpretations differ, with the goal of voting on the bylaws next month after distributing the draft in the board packet. Sadia also noted related governance responsibilities, including resuming the executive director evaluation next month now that new members have been recruited and including the attorney-prepared code of conduct—intended to form part of the bylaws and codify fiduciary responsibilities—in a future board packet. Raj emphasized the urgency of adopting Phase 1 bylaws at the November meeting because existing bylaws require at least 15 directors while the board currently has 11, and DDS has warned about operating below this minimum for over three years, outlining that the restated bylaws would set a 7 to 17 director range aligned with SB 163 and statutory deadlines for training directives, independent board counsel, composition reporting, and new board rules. He described four topics remaining for attorney review—officer provisions, PVAC director selection and vacancies, the contract approval threshold raised to $350,000, and treatment of terms for newly elected directors—and signaled his intent to move adoption of the restated bylaws at the November 23 meeting if text is sent to directors at least 10 days in advance. Raj made a detailed motion setting dates for finalizing those topics, using the September draft if any remain unsettled and deferring unresolved issues to Phase 2, sending a final Phase 1 draft by November 11, scheduling adoption for November 23, and targeting March 2027 for Phase 2, while Sadia and Raj committed to support new directors through walk-throughs and non-public training sessions on the draft. Dan Hogue raised governance concerns about short notice for the attorneys' meeting, lack of clarity about Phase 1 content, non-public bylaw meetings, and PVAC-related provisions developed without consultation,

citing WIC section 4663A to argue board business should be conducted publicly and urging more time and context for new members. Board counsel Aaron Abramowitz responded that WIC 4669 provides that open-meeting rules do not apply to corporate affairs such as bylaws, so these are not closed sessions under usual exceptions but rather meetings outside open-meeting requirements, while Dan reiterated concerns about differing legal interpretations, selective reliance on opinions, and the need for more time, also recommending a motion to extend the meeting when it runs over. Raj moved to extend the meeting by no more than 25 minutes, Sadia verbally seconded and David Glasser and Dinah Shapiro each indicated they would second, and the motion passed by voice vote with at least one nay from Dan Hogue but a majority in favor, allowing the meeting to continue.

- Sadia reviewed the history of bylaw revisions begun about two years ago with Neo Law Group attorney Erin Bradwick, noted that the prior board did not approve those revisions, and explained that the current board formed an ad hoc committee in June–July to resume the work, dividing it into Phase 1 (implementing the attorney's earlier revisions plus limited new changes, including trailer bill-related items) to be adopted next month, and Phase 2 (early 2027) to integrate additional trailer bill provisions and further updates once more board members are in place.
- Sadia stated that the ad hoc committee has a meeting scheduled with the two attorneys (Neo Law Group and Board Counsel Erin Abramowitz) to resolve one or two outstanding issues where Corporations Code and Lanterman Act interpretations differ, and that the goal is to vote on the bylaws next month after distributing the draft in the board packet for review.
- Sadia noted related governance responsibilities: the board will resume the executive director evaluation next month now that new members have been recruited, and the attorney-prepared code of conduct—intended to form part of the bylaws and codify fiduciary responsibilities—will be included in next month's board packet for future consideration, though no discussion would occur at this meeting.
- Raj emphasized the urgency of adopting Phase 1 bylaws at the November meeting because existing bylaws require at least 15 directors while the board currently has 11 (up from 6 twenty days ago), and DDS has formally warned that the board has operated below its own minimum for over three years and that failure to respond promptly will have escalating consequences.
- Raj explained that the restated bylaws would set the board size range at 7 to 17 directors, aligning with the statutory cap in SB 163 and bringing the current board into compliance, and he outlined statutory deadlines: DDS training directive effective February 1, requirement for an independent board counsel by July 1, reporting new composition and related changes by August 15, and new board rules taking effect January 1, 2028, all of which depend on completing Phase 1.
- Raj noted that four topics remain for the ad hoc committee to finalize with the two attorneys: officer provisions; how the PVAC director is selected and vacancies filled; the contract approval threshold (raised by law to $350,000); and how terms of newly elected directors carry over, and he stated the attorneys are scheduled to review these items the following day.
- Raj indicated his intention to move at the November 23 meeting to adopt the restated bylaws in final form, provided the text is sent to directors at least 10 days in advance, as

required by section 11 of the current bylaws, and requested that this adoption be treated as a high-priority agenda item.

- Motion - Raj made a detailed motion that the bylaws ad hoc committee finalize the four unresolved topics by Friday, November 6; that if any topic remains unsettled, the September draft be used and unresolved issues deferred to Phase 2; that the final draft of Phase 1 restated bylaws be sent to all 11 directors by November 11 with confirmation of receipt to satisfy the 10-day notice requirement; that adoption of Phase 1 restated bylaws be scheduled for Monday, November 23; and that Phase 2 work, including trailer bill implications, proceed toward a target of March 2027, thereby setting firm dates and an action plan to hold the board accountable for completion.
- In response to new board member concerns, Sadia and Raj committed that ad hoc committee members (including Saadia and Dan) will be available to walk through the draft bylaws with new directors, and Sadia outlined a plan to schedule a non-public training/educational session after the attorneys' meeting to provide context, review redlined changes, and answer questions before the formal 10-day notice is issued.
- Dan Hogue raised governance concerns about the short notice for the attorneys' meeting, lack of clarity over what is included in Phase 1 (given that the circulated document includes PVAC and other changes he believed were not approved for Phase 1), and the fact that some bylaw-related meetings have been non-public; he cited WIC section 4663A to argue that board business should be conducted in public, and expressed that the public should be aware of proposed bylaw changes.
- Board counsel Aaron Abramowitz responded that WIC 4669 provides that open meeting rules do not apply to corporate affairs of the regional center, and that bylaws are a corporate-affairs issue; therefore, these sessions are not closed sessions under the usual exceptions but rather meetings outside the open meeting requirements.
- Dan further objected that certain PVAC-related provisions were developed without his or PVAC's consultation, suggested some changes might be retaliatory in light of prior conflicts, stressed that the Lanterman Act limits board discretion over PVAC appointment, and urged that new board members need more time and context to review the bylaws and that the full, newly constituted board should effectively restart the review.
- Action Item - Sadia directed Stephanie to work with her to compile and distribute a zip folder of all emails and materials related to the bylaws discussions to give all board members, especially new ones, full visibility into the history and content of the revisions.
- Sadia clarified that most redlined changes originated from the attorney's January 2024 work (over two years of development), that the board previously agreed to split those changes into two phases, and that DDS specifically requested adjusting board composition requirements due to the existing 15–20 director requirement being unreasonably high; she recounted consultations with attorney Erin Bradwick, including discussions (one meeting with Dan present, one he missed) on three permissible mechanisms for selecting a PVAC representative, and stated the ad hoc committee favored an election-based method to ensure transparency and consistency with how other directors are recruited.

- David Glasser underscored that many bylaw changes, including PVAC-related items, are mandated by state law and DDS, that the regional center is effectively under state control due to funding and legal structure, and that the upcoming adoption meeting cannot be used to introduce substantive changes; he stressed the importance of an interim discussion meeting to finalize any substantive adjustments so that the board can achieve compliance with both bylaws and state law and address DDS concerns.
- Dan reiterated that there are disagreements between attorneys on how the Lanterman Act applies, alleged selective reliance on legal opinions, and argued the new board should have more time and potentially start from scratch on the bylaws; he also noted that when meetings run over, it is typical to have a motion and vote to extend, and he recommended such a motion for this meeting.
- Motion - Raj moved that the board extend the meeting by no more than 25 minutes.
- Second - Sadia verbally indicated “Second” and then David Glasser and Dinah Shapiro each stated they would second the motion to extend the meeting time.
- Decision - The motion to extend the meeting by no more than 25 minutes passed by voice vote, with at least one “nay” recorded from Dan Hogue but the majority in favor, allowing the meeting to proceed beyond its scheduled end time.

Bylaw Timeline Motion

In a follow-up discussion on bylaws, Raj introduced his intent to bring two motions, the first being to commit the board to a phase-one bylaw revision schedule culminating in adoption of changes at the November 23 board meeting, stressing the need for an agreed timeline and ad hoc committee meetings to resolve flagged issues. Board counsel Aaron Abramowitz clarified procedurally that the motion should be framed as approving the proposed timeline for revising the bylaws rather than embedding substantive decisions in it. Daniel Hogue expressed concern that committing to a timeline could be problematic if deadlines are missed and reiterated that CFO and PVAC director issues were not part of the original phase-one scope, indicating he would oppose the motion. The motion, as restated by David Glasser, set a schedule for the ad hoc committee to meet by November 6 to address outstanding issues, finalize a Phase 1 draft and send it to all 11 directors by November 11 with only inconsequential editing allowed thereafter, and plan for adoption of the restated bylaws at the November 23 board meeting, with Phase 2 changes returning to the board in 2025 and targeted by March 27. During discussion, Raj and others underscored that the motion concerns scheduling and process only, not dictating outcomes on disputed topics such as CFO language and PVAC director selection, and that the upcoming attorney meeting would determine whether these issues belong in Phase 1 or are deferred, with the primary goal being compliance with minimum director requirements and DDS expectations. Dinah Shapiro seconded the motion, and Porsche Gordon voiced confusion about what belongs in Phase 1 but supported Raj’s effort to establish a timeline, calling for a board alignment meeting before discussions with attorneys and review time before the November 11 deadline. Clarification was provided on CFO-related language, with Raj explaining pre-2024 language used in other regional center bylaws and differing attorney views, and Sadia explaining that an attorney meeting scheduled for the following day would include all board members with additional training to follow, directing Stephanie Brown to reinstate all board members to the meeting invitation. Sadia instructed

Stephanie to re-add board members after they had previously been removed to reduce meeting load, and after discussion the board voted, approving the motion on the phase-one bylaw revision timeline with two oppositions from Daniel Hogue and Alisa and the remainder in favor. Sadia reiterated that both adopted motions in this segment are strictly about scheduling and readiness for the November board meeting rather than determining the substantive content of Phase 1 bylaw changes.

- Raj introduces his intent to bring two motions, the first being to commit the board to a phase-one bylaw revision schedule culminating in adoption of changes at the November 23 board meeting, emphasizing the need for an agreed timeline and ad hoc committee meetings to resolve flagged issues.
- Procedural clarification is requested and provided: Aaron Abramowitz states the motion should be framed as approving the proposed timeline for revising the bylaws, rather than attempting to embed substantive content decisions in the motion.
- Daniel Hogue raises concerns that committing to a timeline could be problematic if deadlines are missed and reiterates that the CFO and PVAC director issues were not part of the original phase-one scope; he indicates he will oppose the motion for that reason.
- Motion - Motion to approve the phase-one bylaw revision timeline: as restated by David Glasser, the schedule is for the ad hoc committee to meet by November 6 to address outstanding issues (including four contested topics with attorneys), finalize a phase-one draft and send it to all 11 directors by November 11 (with only inconsequential editing allowed thereafter), and plan for adoption of the restated bylaws at the November 23 board meeting, with phase-two changes returning to the board in 2025, targeted by March 27.
- During discussion, Raj and others clarify that the motion concerns scheduling and process only, not dictating outcomes on the four disputed topics (including CFO language and PVAC director selection). The plan is to meet with attorneys by November 6 to determine whether these issues fall within phase one or should be de-scoped, with the primary phase-one goal being compliance with the required minimum number of directors and board composition expectations from DDS.
- Second - Dinah Shapiro seconds the motion to approve the phase-one bylaw revision timeline.
- Porsche Gordon notes confusion about what belongs in phase one and stresses that specific content decisions should be addressed in separate meetings; she supports Raj's effort to establish a timeline but calls for a board alignment meeting before discussions with attorneys and for board members to have review time prior to the November 11 circulation deadline.
- Clarification is provided on the CFO-related bylaw language: Raj explains that there is pre-2024 language used in other regional center bylaws, and that attorneys (including Erin Bradrick and Aaron) have differing views; this issue will be addressed in the upcoming attorney meeting to decide whether it belongs in the phase-one scope or is deferred.
- Sadia explains that an attorney meeting scheduled for the following day is still proceeding and will include all board members (not just MDC), with additional training

on bylaws and revisions to follow; she directs Stephanie Brown to ensure all board members, including new ones, are re-added to the meeting invite.

- Action Item - Sadia instructs Stephanie Brown to reinstate all board members to the attorney meeting invitation, reversing an earlier adjustment that removed new board members in an attempt to limit meeting load, in light of the extensive discussion and need for broader board context.
- Decision - After discussion, the board votes on the motion approving the phase-one bylaw revision timeline; the motion passes with two oppositions (explicitly from Daniel Hogue and Alisa), and the remainder of participating board members voting in favor, as confirmed by Stephanie Brown's roll call of approvals.
- Sadia reiterates that both adopted motions in this agenda segment relate strictly to scheduling—ensuring readiness for the November board meeting—rather than determining the substantive content of phase-one bylaw changes.

Board of Directors Meeting to Discuss ARCA Representative- November 12, 2026 Minutes
11/12/2026 3:00 PM PST to 4:00 PM PST
Regional Center of the East Bay

I. Initiate Translation Services

At the start of the special meeting, members focused on resolving initial technology issues and confirming that meeting infrastructure was functioning correctly. Once platforms and access were in place, Spanish interpretation services were activated: Adriana Guevara introduced herself and guided participants into the interpretation channel while Sadia Mumtaz enabled the interpretation feature before returning the meeting to the chair.

- Members used the start of the special meeting to resolve initial technology issues (including Microsoft access and agenda display) and confirm that the infrastructure was functioning before proceeding.
- Spanish interpretation services were initiated: Adriana Guevara introduced herself as the interpreter and instructed participants to join the interpretation channel, and Sadia Mumtaz enabled the interpretation feature ("globe" for Spanish) before handing the meeting back to the chair.

II. Call to Order

Presented By Sadia Mumtaz

Rajesh Voddiraju formally called the special board meeting to order, welcomed participants, and emphasized that the meeting was focused on board support needs. He referenced recent mandatory board training held at the RCEB site, thanked Dr. Becky for logistical arrangements and counsel Erin Abramovich and Aria Collin for conducting part 1 of the training, and stressed that with five new board members, ongoing training is a priority that would be discussed in greater detail following roll call and confirmation of quorum delegated to Stephanie.

- Rajesh Voddiraju formally called the special board meeting to order and welcomed participants.
- The chair noted this is a special board meeting focused on board support needs and highlighted recent mandatory board training attended by members at the RCEB site,

thanking Dr. Becky for logistical arrangements and counsel Erin Abramovich and Aria Collin for conducting part 1 of the training.

- Rajesh Voddiraju emphasized that, with five new board members, board training is a priority and indicated that training and related support needs would be discussed further after roll call and confirmation of quorum, which were delegated to Stephanie to conduct.

III. Public Comments

After confirming quorum, Chair Rajesh Voddiraju opened the meeting by reading RCEB's mission, vision, and core values into the record, underscoring independence, fulfillment, community partnership, and values such as cultivating connection, empathetic stewardship, seizing opportunities, and intentional adaptability. He then explained the virtual public comment procedure, including use of the raise-hand feature, time limits, and muting expectations; after staff confirmed there were no raised hands, he closed the public comment period.

- Chair Rajesh Voddiraju confirmed a quorum was present and opened the meeting by reading RCEB's mission, vision, and core values into the record, emphasizing independence, fulfillment, community partnership, and core values such as cultivating connection, empathetic stewardship, seizing opportunities, and intentional adaptability.
- The chair outlined the virtual public comment procedure, including use of the raise-hand feature, unmuting when called, a 3-minute time limit per commenter, and instructions to re-mute after speaking.
- After confirming with staff (Stephanie/Sadia Mumtaz), the chair noted there were no hands raised for public comment and closed the public comment period.

IV. Support needs for the Board

Presented By Sadia Mumtaz

The board received an overview of existing and upcoming training requirements under the Lanterman Act, including a new directive on training curriculum that will take effect in 2028 and could bar members who have not completed required training from participating in meetings and decision-making. Members heard that RCEB must post information about board trainings on its website, that current and future sessions—including Part 2 following a recent Tuesday training—are mandatory with penalties for non-attendance, and that training content is organized into board operations, governance and law, and community and services. Additional resources such as ARCA web trainings, the ARCA Academy, BoardSource, and topic-specific sessions from the board's attorney were highlighted, along with free consulting support from IREIA and mentoring by several current regional center presidents, all intended to build board capacity while preserving the board's leadership and governance responsibilities.

- Overview provided of existing and upcoming board training requirements under the Lanterman Act, including a new directive on training curriculum to be issued by February 1, 2027, which will become mandatory on January 1, 2028. Failure to complete

required trainings by that date could prevent board members from participating in meetings and making decisions.

- Ongoing requirement noted that the regional center must post information about the board trainings it provides on its website, and that current and future trainings (including a Part 2 session following earlier training held on Tuesday) will be mandatory and subject to penalties for non-attendance.
- Required training content was grouped into three major topic areas: board operations, governance and law, and community and services, with some content to be covered by Erin Abramovich and Irya.
- Additional training resources beyond the Lanterman Act were identified, including ARCA web trainings, the ARCA Academy (with note that its trainings are expected to be available online by the end of the month), BoardSource, and the option to request trainings from the board's attorney on specific topics.
- The board was informed that consultancy services from IREIA (a former board member and president of Valley Mountain Regional Center) are available through ARCA at no cost, both for individual board member support and collective board support, and that ARCA has asked the board to decide collectively what type of support, if any, they require.
- Recommendation presented that the board consider using IREIA's consulting services, contingent on clearly defining her scope of work, deliverables, terms of consultancy, and rules of engagement, with emphasis that the consultant's role is to build board capacity while the board retains leadership and independent governance responsibility.
- It was highlighted that the board also has free access to 3–4 current presidents from other California regional centers as mentors, offering additional, no-cost opportunities to learn from practices and experiences in other boards.

V. Public Comments

At the close of the meeting, the chair, Rajesh Voddiraju, reopened public comment and again reviewed the virtual participation procedures, including hand-raising, unmuting, and the 3-minute limit per speaker. No members of the public offered comments during this final opportunity, and after confirming that there were no further remarks, the chair formally adjourned the meeting.

- The board confirmed that a vote on the amended second motion had already been taken earlier in the meeting.
- The chair, Rajesh Voddiraju, opened the final public comment period, explaining the virtual format, hand-raising procedure, unmuting instructions, and the 3-minute time limit for individual comments.
- No members of the public offered comments during the final public comment period.
- Decision - The chair, Rajesh Voddiraju, adjourned the meeting after confirming there were no further comments.

VI. Adjournment

Uncategorized Discussion Points

Roll Call and Quorum

Sadia Mumtaz conducted roll call for board and committee members, confirming attendance for each name, including Raj Ferdinande/Rajesh Voddiraju, Dan Hogue, Dinah Shapiro, Paula Wright, Xin Xin Li, and later Rose Coleman. After circling back to verify Rose Coleman's presence, participants agreed that all listed members were present, establishing that quorum had been achieved.

- Sadia Mumtaz conducted a roll call of board/committee members, confirming presence for each name called (including Raj Ferdinande/Rajesh Voddiraju, Dan Hogue, Dinah Shapiro, Paula Wright, Xin Xin Li, and later confirming Rose Coleman).
- After completing roll call and circling back to confirm Rose Coleman, participants concluded that all listed members were present, indicating that quorum was achieved.

Consultant Motion

Chair Rajesh Voddiraju introduced a motion to approve ARCA-provided consultant Aria Colon as a board consultant in an advisory capacity, contingent on later agreement on scope of work, deliverables, duration, and rules of engagement. Dan Hogue moved to approve the consultant and David Glasser seconded, leading into a board discussion where members sought clarification on the multiple contingencies. Rajesh then restated and elaborated the contingencies, explaining that the engagement would require jointly defining the scope of work, concrete outcomes such as capacity-building for new committees, a realistic timeframe for the consultancy, and clear rules for collaboration among the board, consultant, mentors, and leadership.

- Motion - Chair Rajesh Voddiraju invites a motion to approve ARCA-provided consultant Aria Colon as a board consultant in an advisory capacity, contingent on later agreement between the board and consultant on scope of work, deliverables, length of consultancy, and rules of engagement.
- Motion - Dan Hogue formally moves to approve the ARCA-provided consultant, initiating board discussion on the proposal as framed by the chair.
- Second - David Glasser seconds the motion regarding approval of ARCA-provided consultant Aria Colon under the outlined conditions.
- The board begins discussion on the consultant motion; members seek clarification on the multiple contingencies included in the proposal and request that the chair restate them more slowly.
- Rajesh Voddiraju explains that bringing on ARCA consultant Aria Colon requires jointly defining: (1) scope of work—using ARCA's one-on-one support examples as a starting framework; (2) deliverables/outcomes—for example, capacity-building for new committees where a deliverable could be training that enables board members to independently lead committees and manage delegated board business; (3) length of consultancy—an agreed timeframe realistic to complete the scope and deliverables; and (4) rules of engagement—how the board, consultant, and others (e.g., voluntary

mentor group, Dr. Becky and her team) will collaborate and conduct meetings to ensure cohesion and shared understanding.

Consultant Rationale

David Glasser requested background from Amy Westling (ARCA), Iria, and Erin on why ARCA is offering support to the RCEB board, referencing multiple DDS letters and a PBAC letter reflecting community concerns about board operations. Amy explained that the board and executive leadership are largely new and face a steep learning curve on statutory and governance requirements, and that consultant support is intended to help achieve compliance and empower members in their oversight role. She described Iria as uniquely able to provide substantial time and support based on her governance experience. Iria outlined her flexible scope of work, previously described in two communications, emphasizing that it must respond to evolving board needs. Erin endorsed Iria's role as translating legal guidance into practical board processes. Dr. Becky highlighted serious compliance risks stemming from blurred lines between governance and operations, grievances, and whistleblower complaints, and stressed how ARCA's training and Iria's consulting—funded by ARCA—are unusual but necessary supports responding to DDS and community concerns over the past 18–19 months. She noted that recent DDS correspondence included in board orientation materials shows these issues are current and that ARCA's backing of Iria is providing overdue structural support and controls, already benefiting newer board members.

- David Glasser requested that Amy Westling (ARCA), Iria, and Erin provide background on why ARCA is offering support to the RCEB board, referencing six letters from DDS and a letter from PBAC and broader community concerns about board operations.
- Amy Westling (ARCA) explained that ARCA is offering consultant support because the RCEB board and executive leadership are largely new, face a steep learning curve on regional center board requirements (Lanterman Act, bylaws, open meeting rules), and oversee significant funds and policy/oversight duties; the support is intended both to help the board achieve compliance and to empower members to fulfill their governance responsibilities.
- Amy Westling highlighted that Iria (with seven years' experience on Valley Mountain's board and current nonprofit board service) was selected because she can commit substantial time to individual board members and the board as a whole, providing the volume of support needed for members to get up to speed.
- Iria described her scope of work as having been outlined twice in communications to the board (an initial introduction letter and a more detailed scope), noting that the scope cannot list every possible task because it must adapt to the varying needs and questions of individual board members; she expressed that she is enjoying the work and hopes the board will continue with her.
- Erin (board attorney) endorsed Iria's role, stating that Iria's practical governance experience complements his legal guidance by translating legal requirements into workable practices for well-functioning boards, giving the board both legal and implementation perspectives.
- The executive director (Dr. Becky) reported that, since starting in January 2025, her main concern has been compliance, noting that certain board practices encroach on

operations in legally risky ways, have generated grievances and multiple whistleblower complaints, and highlight the need for clearer alignment between governance and operations.

- Dr. Becky emphasized the value of ARCA-provided training for both the executive leadership and the board, describing the recent board training (held on a Tuesday) as a strong start toward alignment and underscoring ongoing confusion between governance and operations that affects her ability to manage risk and ensure compliance.
- Dr. Becky noted that ARCA, as the trade association for 21 regional centers, is paying for Iria's consulting services, which she characterized as an unusual and significant support; she stressed that ARCA's close communication with DDS, the community, and providers, and its concerns about events over the past 18–19 months, led to ARCA's involvement and recommendation that this resource is in the organization's best interest.
- Dr. Becky informed the board that its orientation binders include recent DDS correspondence (most recent around May or June), underscoring that concerns about board operations are current and not negated by the presence of new board members, and that DDS leadership and liaison Chris have raised significant concerns about how board dynamics play out publicly.
- Dr. Becky concluded that ARCA's backing of Iria provides structural support and overdue controls that may have been overlooked in the past three years, and that early feedback suggests the consulting and training have already had a positive impact for newer board members facing a steep learning curve.

Board Deliberation

In deliberations, Rajesh Voddiraju noted that complaints to DDS against the organization had recently declined, signaling some improvement while underscoring that substantial work remains. Discussion turned to the current strategic vision for RCEB, which runs through mid-2027, and the need to begin planning the next phase, including stronger relationships with staff, Dr. Becky, DDS/ARCA, PVAC, and other stakeholders. Rajesh indicated he would introduce a follow-on motion, after Sadia's pending motion, to add more definition to the consultant engagement so the board would leave with more than a high-level framework. David Glasser emphasized persistent compliance challenges, letters of non-compliance from DDS, and the need for new members to receive robust third-party training, cautioning against overly rigid deliverables and timelines that could micromanage the consultant. Rajesh clarified that his intent was to comprehensively capture desired areas of support, drawing on his experience managing large professional services contracts, and later reported that DDS recognizes the significance of adding five new board members and is supportive, focusing on training and capacity-building, bylaw updates, and completing the Executive Director evaluation. Porsche Gordon proposed splitting the consultant issue into two motions—one to engage Iria and another to refine the scope—an approach supported by Alisa, who warned that over-controlling the consultant could squander a broader opportunity to strengthen RCEB.

- Rajesh Voddiraju reported that complaints received by DDS against the organization have recently declined, indicating some improvement while acknowledging significant work remains.

- Board discussion highlighted that the current strategic vision for RCEB runs through mid–2027, and board members need to begin planning the next strategic vision, including strengthening relationships with RCEB staff, Dr. Becky, DDS/ARCA, PVAC, and other stakeholders.
- Rajesh indicated he intends to introduce a follow-on motion, after Sadia's pending motion is resolved, to add more definition and specificity to the board's engagement with the consultant so that the board does not leave with only a high-level understanding of the engagement.
- David Glasser emphasized ongoing compliance challenges, including letters of non-compliance from DDS and the need for new board members to receive third-party training on roles, responsibilities, compliance best practices, bylaws and committee structures, culture, recruiting, and the Lanterman Act; he cautioned against demanding overly specific deliverables and timelines from the consultant in a way that might micromanage the project.
- Rajesh clarified that the board's intent in shaping the consultant's scope is not to micromanage but to ensure all desired areas are captured; he cited his experience managing large professional services contracts (including scopes around $5 million) and expressed interest in organizing the consultant's proposed bullet points into richer main topics while maintaining flexibility.
- Rajesh reported that DDS recognizes the significant change represented by adding five new board members and, despite current non-compliance, is supportive and focused on three priorities for the board: (1) board training, capacity building, and support as the first priority; (2) updating bylaws; and (3) completing the Executive Director evaluation (EDEval).
- Porsche Gordon recommended splitting the current motion into two: one motion to approve engaging Iria and her services, and a second, separate motion to address whether and how to further specify the scope, outcomes, and deliverables of the engagement, arguing these require distinct votes.
- Rajesh indicated he is comfortable with the proposal to break the issue into separate motions, signaling openness to handling the consultant approval and later scope refinement as distinct board actions.
- Alisa supported Porsche's recommendation to separate the approval of ARCA/Aria's support from detailed scope setting, citing past experience observing a year-long power struggle between a school district and compliance support team as a cautionary example; she argued that micromanaging the consultant's information would squander an opportunity to learn broadly and strengthen RCEB.

Motion Amendment Vote

The board reviewed the parliamentary steps needed under Robert's Rules to handle revised motion language, with David Glasser explaining that new wording constitutes an amendment requiring a second and a vote. Rajesh Voddiraju restated the main motion to clearly approve Aria/Aria Kaelin as ARCA-provided board consultant in an advisory capacity, tied to the previously provided scope of work with the understanding it may be revised over time. David Glasser seconded the amended motion, and the board voted using a show of hands and verbal

confirmations while Sadia Mumtaz and Stephanie tracked responses; Dan Hogue suggested roll-call voting for remote meetings to strengthen the record. Dan's recommendation created an action item to use roll-call votes and explicitly record opposition or abstentions in future remote meetings. Rajesh, Sadia, and David confirmed that there were no nays or abstentions on the amended motion and that everyone voted in the affirmative, concluding that the amended motion had passed and no additional vote was needed.

- David Glasser clarifies parliamentary procedure under Robert's Rules: the board must treat the new wording as an amendment to the original motion, obtain a second for the amendment, vote on that amended language, and ensure all motions and amendments before the board receive formal votes.
- Motion - Rajesh Voddiraju restates and refines the main motion so that it clearly reads: to approve Aria/Aria Kaelin as the ARCA-provided board consultant in an advisory capacity, based on the scope of work previously provided by ARCA, and explicitly notes that this scope may be revised if needed.
- Second - After Rajesh presents the amended motion language, David Glasser formally seconds the amendment so that it can be put to a vote.
- The board conducts a vote on the amended motion (approval of Aria/Aria Kaelin as ARCA-provided board consultant in an advisory capacity, tied to the ARCA scope of work with potential future revisions), using a show of hands and verbal affirmations; Sadia Mumtaz and Stephanie (referenced by Rajesh) track votes, and Dan Hogue recommends using roll-call voting in remote meetings for clearer records.
- Action Item - Dan Hogue advises that for future remote meetings the board should generally use roll-call votes and explicitly record any opposition or abstentions to strengthen the official record.
- Decision - Rajesh Voddiraju and Sadia Mumtaz confirm there are no nays or abstentions recorded for the vote on the amended motion, and David Glasser notes that everyone voted in the affirmative.
- Decision - Following a brief procedural discussion, David Glasser and Dan Hogue conclude that the board has in fact voted on and passed the amended motion, and no additional vote is required; they agree the board is procedurally in order and can proceed on the basis of the approved motion.

Ad Hoc Proposal

To create clearer next steps with the ARIA consultant, Rajesh Voddiraju introduced a second motion proposing an ad hoc committee without delegated authority, composed of five members representing both existing and new board perspectives. The committee would work closely with ARIA to prioritize work, define concrete activities, set timelines, and establish rules of engagement and communication. Rajesh emphasized that the body would be short-term and could not accomplish substantial work before the November 23 meeting, but would help guide informal efforts and develop more detailed, action-oriented plans beyond the current high-level bullets. He noted that the committee's scope would include SB 163 compliance, strengthening board cohesion, and improving stakeholder relationships, all with clearly documented objectives, actions, and timelines.

- Rajesh Voddiraju introduces a second motion aimed at creating clearer, more specific next steps for how the board will work with ARIA, noting that lack of clarity and specificity has hindered effectiveness in the past.
- Motion - Motion by Rajesh Voddiraju to form an ad hoc committee, without delegated board authority, composed of 5 members (a mix of existing and new board members) to work closely with ARIA to prioritize work, define specific activities, set timelines, and establish rules of engagement and communication between the board and ARIA.
- Rajesh explains that the ad hoc committee is intended as a short-term body, not a multi-year effort, and that although it cannot accomplish substantive work before the November 23 meeting, it will guide informal activities in the interim and develop more detailed, action-oriented plans beyond the current high-level five bullet points.
- Rajesh indicates that the ad hoc committee's scope would include issues such as SB 163 compliance, strengthening the board's cohesion, and improving relationships with stakeholders, with an emphasis on clearly documenting specific objectives, actions, and timelines.

Scoping Debate

A lengthy debate followed on whether to define a detailed scope, timelines, and deliverables for the consultant. David Glasser cautioned that narrow scoping would delay progress and constrain the consultant's ability to address emergent governance issues, arguing work should proceed immediately under ARCA's existing general scope without a separate contract. Rajesh Voddiraju clarified that the board had already approved working with the consultant on that scope, with the expectation of iterative revision, framing this as standard consulting practice. The consultant (Aria/Iria) objected to being confined to a small group of board members or rigid timelines, stressing the need to remain available to all members and respond flexibly to day-to-day governance questions; Dr. Becky and Amy Westling (ARCA) supported this view, describing governance work as iterative, art-like, and dependent on a living board rather than predefined milestones. Dan Hogue proposed that the consultant return in roughly 30 days with an action plan for the remaining six-month term, while Rajesh sought a consensus path that would provide practical clarity on sequencing without undermining flexibility. The consultant reiterated that unpredictable issues such as quorum, committees, and bylaws make detailed advance scoping unrealistic, and Amy concluded by emphasizing that the goal is to strengthen the board's statutory performance, and attempts to overly "scientize" the work misunderstand its nature.

- David Glasser cautions that adding detailed timelines, deliverables, and a narrow scope for the consultant would "punt the ball down the road" and constrain the consultant's ability to identify emergent issues; he argues the work should begin immediately under the existing general scope provided by ARCA and that no separate contract is needed because the agreement is with ARCA.
- Rajesh Voddiraju clarifies his understanding that the board has already approved working with the consultant based on ARCA's existing scope of work, with the expectation that this scope can be revised over time, which he characterizes as standard practice in consulting engagements.

- The consultant (Aria/Iria) objects to being confined to working with only five board members or to rigid scopes and timelines, emphasizing that she must be equally available to all board members, handle day-to-day governance issues as they arise, and maintain flexibility rather than being bound to predefined deliverables and timelines.
- David Glasser reiterates that, in his view, the proposed framework of priority areas, deliverables, and timelines is overly limiting for this type of governance consulting and advises the board not to vote in favor of the current proposal.
- In response to concerns about limiting the consultant, Rajesh explains that the intent of the scoping document is not to restrict individual access to the consultant, but to prioritize and sequence collective board support so there is clarity on what happens next and what success looks like, while still allowing open-ended one-on-one work.
- Rajesh further distinguishes two categories of the consultant's work: (1) ongoing one-on-one support for individual board members, which remains flexible and unchanged; and (2) collective board development sessions, for which he wants clearer sequencing and structure based on the consultant's assessment of board priorities.
- The consultant reiterates that she was brought in by ARCA to assist a board with known issues, that her goals were already listed at engagement, and that she sees additional formal engagement-scoping requirements as unnecessary and confining; she stresses that the board, not the consultant, sets goals and deliverables, that her term is presently six months, and that she objects to any further constraints on her role.
- Dr. Becky comments that, given how this engagement started, the board has not yet done the kind of upfront asset mapping and structured assessment that typically precedes a detailed consulting scope; she views the board's request for a structured scope at this point in the timeline as an unfair expectation compared with standard consulting practice.
- Amy Westling (ARCA) explains that, unlike typical projects with clearly defined deliverables and milestones, governance and board-development work is iterative and dependent on a living, evolving board; she notes that precise timelines and scopes are difficult to define in advance, and emphasizes that ARCA's contract with the consultant is to strengthen the board through training and mentorship as needed, not to fulfill the board's routine, legally required trainings.
- Amy Westling also highlights that the contract is between ARCA and the consultant, not directly with the regional center board, creating some distance and underscoring that ARCA expects the consultant to guide the process flexibly, with the board engaging her as members see fit.
- Dan Hogue proposes that the consultant return at a defined future time (e.g., in about 30 days) with an action plan describing how she intends to assist the board over the remaining six months, so the board can plan its schedule, provide feedback on priorities, and avoid reaching the end of the engagement without clarity on what was intended or accomplished.
- Rajesh asks Amy to help identify a consensus path that reconciles the desire for flexibility with the board's need for practical clarity about sequencing (e.g., initial one-on-one meetings followed by collectively scoped trainings), indicating ongoing ambiguity on what concretely happens first and how the work will be structured.

- The consultant reiterates that she cannot realistically pre-define a detailed scope or timeline, because board issues (such as lack of quorum, committee questions, and bylaw concerns) arise unpredictably; she will judge her success by improvements in how the board runs meetings, engages, forms committees, and recruits additional members over the course of orientation and training sessions.
- Amy Westling closes this portion by stating she struggles to see where ambiguity remains, reiterating that the overall goal is to strengthen the board so it can fulfill its statutory responsibilities; she characterizes this work as more “art than science” and sees the board’s request for more precise scoping as an attempt to make it more scientific than is feasible.

Revised Motion Vote

As time grew short and some members needed to leave, discussion shifted toward restructuring the proposal into a discovery period with clearer milestones. Members informally agreed that Aria would continue working individually and in groups with board members and, by mid-January, present a plan for moving from broad concepts to specific steps. A formal motion was made to grant Aria a discovery period and require that by January 15th she deliver an outline of a plan for how the board will move forward, and this motion included an action item for Aria to use the period to observe dynamics and challenges and prepare the plan. Rajesh Voddiraju seconded the motion, and a vote recorded ayes from Dan Hogue, Sadia Mumtaz, Paula Wright, Alyssa, David Glasser, Rajesh Voddiraju, and Rose, with Porsche Gordon voting no and no abstentions; the motion passed by majority. Following the vote, members clarified that Aria would continue consulting under the existing arrangement throughout the discovery period, and that any immediate recommendations or one-on-one and group work would feed into the January 15th plan rather than being restricted.

- Discussion shifts to revising the pending proposal into a discovery period structure, with recognition that some members need to leave and there is not yet a second on the existing motion.
- Informal agreement that there will be a discovery/scoping period during which board members engage individually and in groups with Aria; by mid-January Aria will present a plan on how to move forward, without limiting ongoing individual and group work in the meantime.
- Motion - Formal motion made that Aria be given a discovery period and that by January 15th she provide the board with an outline of a plan for how the board will move forward, transitioning from broad concepts to specific, actionable steps.
- Action Item - Aria will use the discovery period to work with board members individually and in small groups, observe dynamics and challenges, and deliver an outline of a plan for collective training and next steps by January 15th.
- Second - Rajesh Voddiraju explicitly seconds the motion regarding Aria’s discovery period and January 15th plan.
- A vote is conducted on the motion: Sadia Mumtaz records ayes from Dan Hogue, Sadia Mumtaz, Paula Wright, Alyssa, David Glasser, Rajesh Voddiraju, and Rose; Porsche Gordon votes no; the chair notes one nay and no abstentions.

- Decision - Decision: The motion granting Aria a discovery period and requiring her to deliver an outline plan by January 15th is approved by majority vote despite one nay.
- After the vote, members clarify that during the discovery period Aria will continue providing consulting services under the existing arrangement, including one-on-one and group sessions with board members, and that this ongoing work will inform the scoped collective training and recommendations she develops.
- It is affirmed that there is no restriction preventing Aria from immediately making recommendations or working with individuals and the group during the discovery period; all such activity is considered part of the scoping process leading to the January 15th plan.

PERFORMANCE MEASURES AND DATA SOURCES

Performance Measures in this attachment include measure details, data sources and descriptions. The measures have been realigned into the focus areas below. Each focus area has Performance Measures set by the Department in accordance with Welfare & Institutions Code (WIC) 4629, 4620.5 or both.

Community Integration

Measures	RCEB's Data Source	RCEB Activities
Number and percent of adults living independently with or without supports.	FY 2023–24 Year-End Report: RCEB reported 80.44% of adults living in home settings as of June 2024. The report defines home settings as independent living, supported living, Adult Family Home Agency homes, and family homes.	• Development of affordable housing i.e., Section 8 vouchers, affordable housing set- asides. Housing specialist to focus on addressing housing issues including those experiencing homelessness. • Provide information to consumers on affordable housing options as they become available. • Continue to work with local housing agencies to develop inclusive, accessible and affordable housing. • Share housing resources available with all interested through a list serve.
Number and percent of adults residing in adult Family Home Agency homes.	FY 2023–24 Year-End Report: AFHA homes are included within the report's 80.44% adult home-setting measure; the summary report does not separately provide the AFHA percentage.	• Provide support to new FHA providers and encourage the expansion of this service. • Provide information on this living option annually at Transition Fairs and during RCEB's living options workshops. • Hold a training during the 2026 calendar year for transition and adult case managers focused on FHA supports. • Offer an annual opportunity for all FHA providers to meet with case managers.
Number and percent of adults residing in family homes (home of parent or guardian) Ages: • 18 to 35 years • 36 to 50 years • 51+ years	FY 2023–24 Year-End Report: Family-home residence is included within the 80.44% adult home-setting measure. The summary report does not provide the requested 18–35, 36–50, and 51+ breakdown.	• Provide families with information regarding caregiver support, in-home support services, and senior resources. • Support families with accessing generic community resources. • Provide funding for services and supports that assist families in keeping their adult son/daughter at home. Adjust services to address the changing needs of the consumer and family. • Prioritize sharing information on social recreational services. • Develop providers for and encourage families to consider Coordinated Family Support Services for those living in the family home. Share new vendors with case managers. • Offer an annual opportunity for all adult respite providers to meet with case managers

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Community Integration

Measures	RCEB's Data Source	RCEB Activities
Number and percent of adults residing in home settings.	FY 2023–24 Year-End Report: 80.44% of RCEB adults lived in home settings in June 2024, compared with 83.86% statewide.	• Development of affordable housing i.e., Section 8 vouchers, affordable housing set- asides. Housing specialist to focus on addressing housing issues including those experiencing homelessness. • Provide information to consumers on affordable housing options as they become available. • Continue to work with local housing agencies to develop inclusive, accessible and affordable housing. • Share housing resources available with all interested through a list serve.
Number and percent of minors living in facilities serving > 6.	FY 2023–24 Year-End Report: 0.00% of RCEB children lived in large facilities, compared with 0.02% statewide.	• Almost all children in facilities larger than six beds are adolescents that are receiving treatment in mental health facilities. RCEB will work with families/guardians of children who are ready to move to other housing options such as returning to the family home or moving into more natural living environments. • Collaborate with local counties to support transitions of our mutual children in foster care residing in large facilities. Continue our work on Memorandums of Understanding with our two counties to support these efforts. • Continue our collaborative work with the counties to ensure children in foster care receive adequate resources. • Assure that county social workers are aware of new EBSH homes and CCHs for dually served children. • Hire a fulltime AB 2083 Children and Youth System of Care Coordinator to support children dually served by RCEB and Foster Care.
Number and percent of adults living in facilities serving > 6.	FY 2023–24 Year-End Report: 1.44% of RCEB adults lived in large facilities, compared with 1.46% statewide.	• In residential services orientation, emphasize the need for homes that provide services to fewer than six residents. Continue to encourage the conversion of six-bed homes to 4-bed homes. • Consistent with the CMS final setting rule, encourage larger providers to reduce the number of people residing in homes.

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Early Start - Childhood

Measures	RCEB's Data Source	RCEB Activities
Timely Access to Early Start Services • Percent of Individualized Family Service Plans (IFSP) completed within the federally required 45-day timeframe from receipt of referral for all children under the age of three.	The biannual DDS site monitoring visits final report shows RCEB meeting the required 45 day timeframe 92.5% in FY 22/23, and 95% for FY 24/25.	• RCEB assigns a Service Coordinator (SC) before Early Start eligibility is even determined in order to allow for the initial IFSP to be developed at the same time as the eligibility determination evaluation, or tentatively scheduled between the time of the evaluation(s) and the 45 day timeline date – pending eligibility. • RCEB SC receives the intake packet when assigned a new case that clearly notes the 45 day timeline • All SCs are trained to schedule and conduct the initial IFSP meeting along with assessors, by the IFSP date and document any exceptional family circumstances that result in the IFSP meeting happening more than 45 days from the referral date
Provisional Eligibility • Number of children who turn age 5 and continue regional center services through provisional eligibility.	FY 2023–24 Year-End Report: No separate numerical result for this measure is provided in the 9-page summary report.	• The redetermination process begins at the initial IPP meeting, when the SC explains in detail what Provisional eligibility means and what needs to happen before age 5 in order to determine whether the child will continue to be eligible for Lanterman services. Additional informational materials (flowchart, visual timeline, etc.) are also being developed for training purposes and to provide to families and community partners. • As soon as a child receives a qualifying diagnosis, the SC refers to the eligibility team for Lanterman review. • Updated medical/school/therapy records are requested from providers/parents at age 4. • If there is no diagnosis at age 4 ½, the SC refers for testing via RCEB (unless the family has indicated that they do not wish to pursue Lanterman eligibility beyond age 5). • Referral for Lanterman review must happen by age 4 years 9 months.
Submission of Completed Early Start Report (ESR): • Percentage of completed ESR submitted to DDS for children exiting Early Start, inclusive of all required fields.	FY 2023–24 Year-End Report: The combined CDER/ESR currency measure was 99.33% for RCEB, compared with 92.26% in the prior reporting period.	• Early Start (ES) Supervisors are required to confirm that the ESR has been created before they review and approve the initial IFSP for distribution. • ES Supervisors are also required to confirm that the ESR has been closed whenever a Status 1 case is closed or when a Status U or 2 case is transferred to Children's or Young Children. • Managers in Early Start receive and review monthly ESR data reports from DDS to identify and address missing or incomplete ESRs.

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Early Start - Childhood

Measures	RCEB's Data Source	RCEB Activities
Planning for Services After Early Start 1.Percentage of children who receive a timely transition meeting at least 90 days prior to their third birthday. 2.Percentage of children transitioning from Early Start to Lanterman Act Services or Provisional Eligibility, who have a completed Individual Program Plan (IPP) no more than 60 days following their third birthday.	FY 2023–24 Year-End Report: No separate numerical result for this measure is provided in the summary report.	**1.** • ES SCs receive a list each month of the children on their caseload who will reach age 30 months in the following month. The list comes with a reminder to send transition planning notification letters to all of those families. • ES SCs are required to maintain a tracker for all of their IFSP review meetings – including transition meeting deadlines. • RCEB meets regularly with SELPAs to build working relationships with district transition coordinators and ensure timely LEA notification and participation in transition meetings. • Early Start families and service providers are all made aware of the transition process and timeline in order to start planning proactively and collectively to meet the timeline **2.** • ES SCs are required to submit Status U and Status 2 cases for transfer within a max of 2 weeks from the 3rd birthday or ongoing eligibility determination (whichever happens last). • Case Assignment Meetings occur on a weekly basis to reassign transfer cases from Early Start. • RCEB's goal is to expedite transfer to ongoing case management once eligibility is determined.

Employment

Measures	RCEB's Data Source	RCEB Activities
Number and percentage of individuals ages 16-64 with earned income.	FY 2023–24 Year-End Report: 2,326 RCEB individuals had earned income; 17.53% of RCEB individuals ages 16–64 had earned income.	• Employment Specialist will host ongoing trainings for providers and case management, collaborate with DOR and expand LPA, continue employment task force, conduct outreach to transition age, secondary education and adult education. • Employment Specialist will actively support development of Coordinated Career Pathways program • Average wages and hours worked for adults engaged in competitive, integrated employment, on behalf of whom incentive payments have been made will increase.

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Employment

Measures	RCEB's Data Source	RCEB Activities
Average annual wages for individuals ages 16-64.	FY 2023–24 Year-End Report: RCEB average annual wages were $17,120.	• Employment Specialist will host ongoing trainings for providers and case management, collaborate with DOR and expand LPA, continue employment task force, conduct outreach to transition age, secondary education and adult education. • Employment Specialist will actively support development of Coordinated Career Pathways program • Average wages and hours worked for adults engaged in competitive, integrated employment, on behalf of whom incentive payments have been made will increase.
Number of adults who entered competitive integrated employment following participation in a Paid Internship Program.	FY 2023–24 Year-End Report: 117 RCEB adults entered competitive, integrated employment following PIP during 2022–23.	• Employment Specialist will host ongoing trainings for providers and case management, collaborate with Department of Rehabilitation (DOR) and expand Local Partnership Agreements (LPA), continue local employment task force, expand outreach to transition age, secondary education and adult education. • RCEB will post available staff positions with HireAble and encourage other service agencies and counties to consider hiring people served by RCEB. • RCEB will promote best practices for successful employment for those with intensive needs with supported employment providers. • RCEB will set up vendorization for Coordinated Career Pathways (CCP) service providers to plan, coordinate, and provide services to individuals within two years of exiting secondary education to achieve Competitive Integrated Employment.
Percentage of adults who entered competitive integrated employment following participation in a Paid Internship Program.	FY 2023–24 Year-End Report: 9% of RCEB adults entered competitive, integrated employment following PIP during 2022–23.	• Employment Specialist will host ongoing trainings for providers and case management, collaborate with Department of Rehabilitation (DOR) and maintain Local Partnership Agreements (LPA), continue local employment task force, expand outreach to transition age, secondary education and adult education. • RCEB will post available staff positions with HireAble and encourage other service agencies and counties to consider hiring people served by RCEB. • RCEB will promote best practices for successful employment for those with intensive needs with supported employment providers. • RCEB will set up vendorization for Coordinated Career Pathways (CCP) service providers to plan, coordinate, and provide services to individuals within two years of exiting secondary education to achieve Competitive Integrated Employment.

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Employment

Measures	RCEB's Data Source	RCEB Activities
Average hourly or salaried wages and hours worked per week for adults who participated in a Paid Internship Program during the prior fiscal year.	FY 2023–24 Year-End Report: RCEB average wage was $16.55/hour **and** RCEB average was 16 hours/week.	• Employment Specialist will collaborate with DOR and maintain LPA, continue employment task force. • RCEB developed an Employment Plan for Fiscal Year 26/27 aligned with the various employment metrics from DDS and will be implemented throughout the year.
Average wages and hours worked for adults engaged in competitive integrated employment on behalf of whom incentive payments have been made.	FY 2023–24 Year-End Report: RCEB average was $17.35/hour **and** 22 hours/week	• Employment Specialist will partner with the community to develop resources that support training and placement for jobs that pay above minimum wage.
Total number of 30-day, 6-month and 12-month incentive payments made for the fiscal year.	FY 2023–24 Year-End Report: 41 payments at $3,000; 6 at $2,500; 52 at $2,000	• Employment Specialist will collaborate with DOR and maintain LPA, continue employment task force, conduct outreach to transition age and secondary education.
Percentage of adults having competitive, integrated employment as a goal/outcome in their IPP and have a job with reportable wages.	FY 2023–24 Year-End Report: 20% of RCEB adults had integrated employment as an IPP goal for July 2020–June 2021.	• Employment Specialist will implement RCEB's Employment Plan for Fiscal Year 26/27. • Employment Specialist will periodically capture and track the percentage of adults having competitive integrated employment goal/outcome in their IPP and have jobs with reportable wages.

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Employment

Measures	RCEB's Data Source	RCEB Activities
Data Updates and Reporting • Percentage of individuals ages 16 and older who have updated employment-related information documented in the Client Development Evaluation Report (CDER). • Percentage of individuals ages 16-64 who have an IPP completed in FY 2026-27 and have completed information in the SANDIS Employment Module, inclusive of all fields.	This data was not previously collected. Baselines will be established moving forward.	• During onboarding, SCs are assigned and complete Employment training via LMS. The Employment Specialist also provides supplemental guides and information to support the learning on employment services including Paid Internship Program (PIP) and Competitive Integrated Employment (CIE). • The Talent Development team (training team) in collaboration with the Employment Specialist will develop training content on how to use the SANDIS Employment Module as this training was shared with regional centers in May 2026. • Service Coordinators will receive training on the Employment Module, inclusive of all fields.
Development and Outreach • Implementation of the Employment and Outreach Plan to increase employment opportunities and outcomes for individuals.	This data was not previously collected. Baselines will be established moving forward.	• RCEB developed an Employment Plan for Fiscal Year 26/27 aligned with the various employment metrics from DDS and will be implemented throughout the year. • Increase awareness of employment options and benefits among individuals, families, and the broader community by providing employment outreach materials at community engagements including Transition Fairs, Career Fairs and other workshops. • Create an employment section on the RCEB website to provide current information on employment opportunities and access. • Conduct trainings to strengthen service coordinator (SC) knowledge, tools, and consistency related to employment services. • Provide training and technical assistance to vendors to build provider capacity and collaborate to enhance competitive integrated employment support. • Improve coordination with employers, schools, and cross-system partners, including the local Chambers of Commerce and employers. • Develop training to support vendor/provider education on job development and coaching with the goal of improving conversion rates from Paid Internship Programs (PIP) to Competitive Integrated Employment (CIE).

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Equity and Cultural Competency

Measures	RCEB's Data Source	RCEB Activities
Expenditures: In-Home Purchase of Services (POS) Comparison of the POS expenditure amounts for individuals living at home to identify any differences across race, ethnicity and/or language when compared to the per capita average.	FY 2023–24: **Birth–2:** • Asian 16% individuals/16% expenditures; • Black/African American 36%/32%; • Hispanic 10%/12%; • White 12%/12%; • Other 25%/27%. **Ages 3–21:** • Asian 21%/21%; • Black/African American 30%/20%; • Hispanic 12%/17%; • White 16%/21%; • Other 21%/21%. **Ages 22+:** • Asian 16%/13%; • Black/African American 17%/12%; • Hispanic 21%/21%; • White 35%/46%; • Other 10%/9%. The report also includes American Indian/Alaska Native and Native Hawaiian/Other Pacific Islander categories, each reported at 0%	RCEB will complete the following: • Conduct an analysis of services provided in-home for individuals living in the family home (residence codes 11, 78, 80), by race, ethnicity and preferred language. This will serve as a baseline. • Compare each group's per-capita expenditures to the overall average. • Identify significant variances and/or differences and disparities. • Assess potential contributing factors or barriers that may be contributing to differences in service access. • The Language Access & Community Engagement team will implement targeted engagement with the various language and cultural groups to educate, inform and better understand the needs. • Monitor expenditure patterns over time to evaluate whether variances change and disparities are reduced over time.
Expenditures: In-Home Respite POS Comparison of POS expenditure amounts for all respite services delivered to people living in family homes, across race, ethnicity and language, when compared to the per capita average.	FY 2023–24 RCEB per-capita POS expenditures were: • English $29,518; • Spanish $10,997; • Cantonese Chinese $30,197; • All Other Languages $13,324; • Mandarin Chinese $28,856; • Vietnamese $12,437; • Tagalog $25,611; • American Sign Language $67,850; • Arabic $7,112; • Farsi/Persian $27,199;	RCEB will complete the following: • Conduct an analysis of the amount of respite services delivered to individuals living in family homes (residence codes 11, 78, 80), by race, ethnicity and preferred language. • Compare how much average spending differs by race, ethnicity and language compared to RCEB's overall average. • Assess potential contributing factors or barriers to service access. • The Language Access & Community Engagement team will implement targeted engagement with the various language and cultural groups to educate, inform and better understand the needs. • Monitor expenditure patterns over time to evaluate whether

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Equity and Cultural Competency

Measures	RCEB's Data Source	RCEB Activities
	• Hindi $16,179; • Korean $26,788; • Other Asian $14,850; • Other Indo-Iranian $13,432; • Portuguese $11,791; • Urdu $12,975; • Cambodian $15,186; • Mien $7,580; • Other Latin $9,673. The DDS report describes these as overall per-capita POS expenditures by primary language, not specifically respite expenditures.	variances change and disparities are reduced over time.
Service Utilization: Early Start Per capita Early Start Expenditures, separated and compared by race, ethnicity and language preference.	FY 2023–24, • Birth–2 individuals represented Asian 16%, • Black/African American 36%, • Hispanic 10%, • White 12%, • Other 25%; Corresponding POS expenditure percentages were Asian 16%, Black/African American 32%, Hispanic 12%, White 12%, Other 27%. **Important:** The DDS report does not provide a separate Early Start per-capita expenditure amount by language. Therefore, the language-specific portion should not be populated using the overall language POS table. A true language-specific Early Start measure would require an RCEB/DDS extract of POS/CMF data limited to the Early Start population.	RCEB will: • Conduct analysis of POS expenditures for Early Start participants (birth to 36 months) by race, ethnicity and preferred language identified. • Compare how much utilization differs by racial and language preference. • Assess possible contributing factors for differences. • The Language Access & Community Engagement team will implement targeted engagement with the various language and cultural groups to educate, inform and better understand the needs. • Monitor expenditure patterns over time to evaluate whether variances change and disparities are reduced over time.
Linguistic Diversity • Increase number of bilingual staff, including service coordinators, intake staff and first line supervisors, over FY 2025-26 in one of the RC's top 5 languages spoken.	FY 2023–24, the largest reported language populations included English 21,237, Spanish 4,581, Cantonese Chinese 418, Mandarin Chinese 290, Vietnamese 285, and Tagalog 274. RCEB increased bilingual staffing in all five of its top languages. In FY 2025–26, RCEB hired 97 staff into service coordinator, intake, and first-line supervisor positions; 39 (40%) are bilingual in one of RCEB's top 5 languages: Spanish 28, Mandarin 7, Cantonese 5, Vietnamese 1, and Tagalog 1 (4 staff speak both Cantonese and Mandarin).	• RCEB continues to recruit and hire diverse bilingual staff, including service coordinators, intake staff, and first-line supervisors, who bring lived experience and language capacity reflective of the communities within RCEB's catchment area.

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Innovation in Service Availability, Delivery and Technology

Measure	RCEB's Data Source	RCEB Activities
Website Accessibility 1. Regional center website meets 100% of Web Contents Accessibility Guidelines 2.1 (WCAG 2.1). 2.Regional center's website meets WCAG 2.2 Guidelines.		• RCEB is convening a website committee comprised of staff who are responsible for website content and are authorized to post. • Conduct ongoing website accessibility audits against WCAG 2.1 and WCAG 2.2 Level AA standards. • Identify, prioritize, and remediate accessibility barriers. • Perform automated and manual testing, including keyboard and assistive-technology testing, • Create a checklist for staff (on the website committee) to be used for checking accessibility. • Train appropriate staff on the checklist. • Establish ongoing monitoring procedures to maintain website accessibility and address new or recurring accessibility issues.

Individual/Family Experience and Satisfaction

Measures	RCEB's Data Source	RCEB Activities
Number and percent of individuals, by race/ethnicity, who are satisfied with the services and supports received by the family and family member.	Specific NCI data from the FY 2023–24 RCEB report: **Child Family Survey — FY 2021–22** • Total respondents: 275 RCEB • Race Unknown: 71% • Asian: 63% • Black/African-American: 50% • Native Hawaiian/Pacific Islander: N/A • White: 56% • Other: 38% • Hispanic or Latino: 55% • Mixed Race: 55% • Overall: 56% **Adult Family Survey — FY 2021–22** • Total respondents: 497 RCEB • Race Unknown: 65% • American Indian/Alaska Native: 100% • Asian: 69%	• In addition to hiring SCs (Case Managers) who reflect the cultural and language groups of all individuals served, RCEB continues to work with La Familia and the Case Management team that serves our Asian /Pacific Islander communities to identify effective outreach methods in underserved communities. • Utilize Language Access and Cultural Competency Funds to identify and support community organizations in the Black/African-American Community that RCEB can collaborate with to outreach to and support individuals and families in the community. • Support local community-based organizations with participation in events, provision of data, and other needs in their targeted outreach to underserved communities as part of disparity grants.

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Individual/Family Experience and Satisfaction

Measures	RCEB's Data Source	RCEB Activities
	• Black/African-American: 64% • Native Hawaiian/Pacific Islander: 50% • White: 61% • Other: 0% • Hispanic or Latino: 74% • Mixed Race: 43% • Overall: 64% **Family Guardian Survey — FY 2021–22** • Total respondents: 481 RCEB • Race Unknown: 34% • American Indian/Alaska Native: 50% • Asian: 79% • Black/African-American: 70% • Native Hawaiian/Pacific Islander: N/A • White: 85% • Other: 50% • Hispanic or Latino: 71% • Mixed Race: 77% • Overall: 78%	
Number and percent of individuals, by race/ethnicity, whose IPP/IFSP includes all of the services and supports needed.	The FY 2023–24 Year-End Report reports IPP requirements met: 94.41% and IFSP requirements met: 90.1% for the current reporting period ending June 2024. These are compliance measures, not race/ethnicity-specific NCI satisfaction percentages. The report does not provide a race/ethnicity breakdown for whether IPP/IFSP includes all needed services and supports.	• RCEB will continue to send current IPP/IFSP surveys. • RCEB will review and act on issues raised in surveys that are both individual and systemic. • RCEB will transition to reviewing data from the new satisfaction surveys that DDS will begin to send for areas in which to take action to improve satisfaction.

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Individual/Family Experience and Satisfaction

Measures	RCEB's Data Source	RCEB Activities
Number and percent of individuals who feel that services and supports have made a positive difference in the life of their family member.	No corresponding FY 2023–24 RCEB-specific result is reported in the FY 2023–24 Year-End Report. The report contains NCI satisfaction results, but the published RCEB FY 2023–24 Year-End Report does not provide a separate table for this specific measure regarding whether services and supports made a positive difference. The NCI survey results that are included are from FY 2021–22.	• RCEB will continue to send current IPP/IFSP surveys. • RCEB will continue to hire bilingual, bicultural staff. • Continue to support efforts so providers can identify staff who are bilingual and bicultural. As soon as the bilingual stipends for staff of providers are introduced, extend trainings and supports to providers to utilize. • Continue development of support to provide effective communication access for those who use ASL. • RCEB has opened California's first DEAF+ (Deaf Plus) home specifically designed for those who are Deaf/Hard of Hearing. • Translate Informational material distributed by RCEB into threshold languages in our community. • RCEB will utilize Language Access and Cultural Competency Funds to assess the need for translation into additional languages. • Provide Spanish translation at all public meetings and individuals and families can request translation and interpretation in other languages with advance notice • Support efforts to increase language access within the self determination program through translation, identification of bilingual bicultural independent facilitators and in Financial Management Service agencies
Individual Program Plan experience: • Percent of IPP surveys received by the Department compared to total number of IPP's completed per quarter (locked/ distributed)	The FY 2023–24 RCEB Year-End Report reports an IPP requirements compliance percentage of 94.41%, but it does not report the percentage of IPP surveys received by DDS compared with IPPs locked/distributed. Therefore, the 94.41% should not be used as the IPP survey response rate.	• RCEB case managers will continue to be trained to review with individuals served and families, all areas of the Standardized IPP signature page including the QR Code for the survey. • RCEB is establishing a reminder section of the RCEB Newsletter with a link for individuals served and their families to use the QR Code when they have their IPP meetings.

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Person Centered Planning

Measures	RCEB's Data	RCEB Activities
Person Centered Facilitation Skills • Regional centers have one certified person- centered plan facilitation trainer employed for every 10,000 people enrolled in services.	FY 2023–24 performance measures page identifies Person-Centered Planning Facilitation Trainer(s) as a FY 2023–24 regional-center performance measure and RCEB had added two certified trainers.	• As of FY 2025-26 RCEB has four certified PCT Trainers, two of whom are certified PCT Mentors. • By the end of 2026, PCT trainers will have trained 6 times, and training will continue in 2027.
Informational Outreach to Individuals and Families • Implementation of the informational outreach to individuals and families about person-centered practices.	The FY 2023–24 RCEB could not track this reporting as RCEB had added two certified trainers during this FY and will continue to monitor and anticipate tracking mechanism in the following years.	• Using HCBS funds, RCEB will have an ambassador program of people served to present HCBS and PCT principles at fairs and gatherings. Realizing the term "HCBS" in itself doesn't draw attention, this project will also work at "rebranding" the concepts to generate more interest. In addition to the in-person presentations, the project will create social media clips that can be circulated to a larger audience. • RCEB will have an HCBS/PCT concept training video for families and people served linked on our internet. • RCEB will track the number of in person presentations • RCEB will track the number of views on social media. • RCEB will report these numbers on the HCBS Portal

Service Coordination and Regional Center Operations

Measure	RCEB's Data Source	RCEB Activities
The regional center achieves an unqualified independent audit with no material finding(s).	RCEB FY 2023–24 Performance Contract Year-End Report, Summer 2024, p. 3. FY 2023–24 result: YES. RCEB passed its independent audit for the current reporting period.	• RCEB will continue to maintain strict financial controls per industry standards and have an unqualified independent audit with no material findings.
The regional center achieves substantial compliance with the Department fiscal audit.	DDS – RCEB FY 2023–24 Performance Contract Year-End Report, Summer 2024, p. 3. FY 2023–24 result: YES. RCEB did not overspend its operations budget during the current reporting period.	• Based on DDS internal document criteria RCEB will be in compliance with the DDS fiscal audit. • RCEB has hired a Compliance Manager
The regional center operates within operations budget.	RCEB FY 2023–24 Performance Contract Year-End Report, Summer 2024, p. 3. FY 2023–24 result: YES. RCEB did not overspend its operations budget during the current reporting period.	• RCEB maintains systems to ensure actual expenditures plus late bills will not exceed OPS budget.

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Service Coordination and Regional Center Operations

Measure	RCEB's Data Source	RCEB Activities
Compliance with Vendor Audit Requirements per contract, Article III, Section 9. • The number of vendor audits completed compared to the number of vendor audits required per Article III, Section 9 of the Regional Center/Department Contract.	RCEB FY 2023–24 Performance Contract Year-End Report, Summer 2024, p. 3. FY 2023–24 result: MET. RCEB audited vendors as required during the current reporting period.	• RCEB will identify and maintain an annual schedule of all vendor audits required under Article III, Section 9 of the Regional Center/Department contract.
Percentage of status 2 and U clients who have a Client Development Evaluation Report (CDER) updated or reviewed within the past 365 days.	RCEB FY 2023–24 Performance Contract Year-End Report, Summer 2024, p. 3. FY 2023–24 result: 99.33%. The report states that CDERs and ESRs are updated as required: 99.33%. DDS explains that CDER is the Client Development Evaluation Report and ESR is the Early Start Report. The percentage is a weighted composite based on the regional center's Status 1 and Status 2 caseloads.	• For ages 3 and up, RCEB will maintain a tracking process to capture CDER dates for status 2 and U. • Service Coordinators will be provided with a tickler/tracker to prompt when CDERs are due 30 and 60 days prior to expiration. • Percentage of completion will continue to be tracked on an ongoing basis.

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Service Coordination and Regional Center Operations

Measure	RCEB's Data Source	RCEB Activities
Intake/assessment timelines for individuals ages 3 and older. • The percentage of Intake/assessments completed on time compared to the total number of intake and assessments completed by the regional center within the reporting period.	RCEB FY 2023–24 Performance Contract Year-End Report, Summer 2024, p. 3. FY 2023–24 result: 70.53%. 70.53% of intake/assessment timelines for individuals age 3 or older met the applicable measure during the current reporting period. The report also states that this decreased from 77.67% in the prior reporting period.	• RCEB will maintain an intake and assessment tracking process that identifies required completion dates and monitors the status of all open assessments for individuals of all ages. • Create a dashboard/tracking system to capture the percentage of intake/assessments completion dates for individuals ages 3 and older compared to all other intakes. • Monitor upcoming assessment due dates through routine case reviews, supervisory oversight, and tracking reports to identify assessments at risk of being completed late. • Conduct routine supervisory reviews of pending and overdue assessments and provide follow-up to staff on cases approaching or exceeding required timelines. • Provide ongoing staff training and technical assistance regarding intake/assessment timelines, documentation requirements, and strategies for preventing delays • Review intake/assessment timeliness data at least monthly to monitor performance, identify trends and root causes of untimely assessments, and implement corrective actions as needed. • Track the percentage of intake/assessments completed on time compared with the total number completed during each reporting period and use the results to inform quality improvement activities.
Percentage of Individual Program Plan's for individuals enrolled in a federal waiver that meet requirements outlined in WIC 4646 and 4646.5	RCEB FY 2023–24 Performance Contract Year-End Report, Summer 2024, p. 3. FY 2023–24 result: 94.41%. RCEB's IPP requirements met: 94.41% for the current reporting period. This is the DDS-reported IPP compliance measure.	• This data is tracked and followed by the QIDP team on a monthly basis. • QIDP will monitor this progress through a tracking system ongoing.

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Service Coordination and Regional Center Operations

Measure	RCEB's Data Source	RCEB Activities
Vendorization • Percentage of vendorization that meet the regulatory 45-day timeline in the Decision Stage. • Average number of days from application submissions to final decision on vendorization approval.	No corresponding vendorization 45-day/average-days result is reported in the FY 2023–24 RCEB Year-End Report. • The current Provider Directory vendorization system was launched later, in October 2024, so it should not be retroactively used as the FY 2023–24 source.	• RCEB will gather this information from the portal twice a year. • RCEB will analyze that information and troubleshoot corrections for issues and missed timelines. • RCEB will attend DDS office hours and share problems and issues that are presenting.
Substantial compliance with HCBS Final Settings Rule: Community Settings requirements. • The number of HCBS settings vendor audits completed compared to the number of HCBS vendors required to demonstrate compliance with the settings rules.	RCEB HCBS Waiver Monitoring Review. In FY 23/24 there were 593 reviews completed out of 593 needing to be completed = 100%	• RCEB is using a combination of QA employees and contractors to provide the annual HCBS evaluation at all required settings. • RCEB will report to DDS, via the Portal, the number of locations needing review, the number reviews completed, the tools used to determine compliance, and types of Corrective Action Plans on July 31, 2027, and December 31 2027. • RCEB will offer a 2 day mandatory HCBS training for new homes and day services. The number of participants will be tracked. • RCEB will have a HCBS Implementation Lab where vendors can meet with experts in the field to "brain storm potential solutions to challenges and issues. The number of participants will be tracked and reported in the HCBS portal. • RCEB will have a free 5 and 10 part module on the HCBS for DSPs to enroll in for deeper understanding. Attendance will be tracked and reported in the HCBS portal.
Medicaid Waiver Enrollment • Of the total number of regional center individuals who meet 1915c eligibility, the percentage of those who are enrolled in a federal waiver, separated by waiver type.	RCEB FY 2023–24 Performance Contract Year-End Report, Summer 2024, p. 3. FY 2023–24 result: YES – Participates in the federal waiver. The Year-End Report reports "Participates in the federal waiver – Yes" for the current reporting period. However, it does not provide the percentage enrolled by waiver type requested by this measure.	• RCEB will maintain a process for routine evaluation of all cases to identify possible waiver eligible cases. • RCEB will continue to be trained to alert QIDPs when an individual becomes eligible for MediCal. • QIDP team will maintain a tracking system that includes waiver type. • QIDP team monitors ongoing eligibility of cases who qualify.

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Service Coordination and Regional Center Operations

Measure	RCEB's Data Source	RCEB Activities
Special Incident Reports (SIRs) are submitted within the required timeframes. • The percentage of SIR reports submitted by the vendor and regional center within the required timeframes.	RCEB HCBS Waiver Monitoring Follow-Up Report 2024. The January 2024 DDS follow-up review found that RCEB vendors reported 9 of 10 (90%) sampled special incidents within required timeframes and RCEB reported 8 of 10 (80%) to DDS within required timeframes. These are sample-based HCBS monitoring results, not an annual FY 2023–24 percentage for all SIRs.	• RCEB will monitor these numbers as reported to us by Mission. • RCEB will review these stats at the every other month Risk Management meeting. • RCEB will offer 3 to 4 SIR trainings to vendors. Those who have struggled repeatedly with not meeting the deadline will attend as a part of a CAP.
Choice of Services within Regional Centers • Number of vendors for each core service type, delivering services within the regional center catchment area, reported by zip code.	No corresponding FY 2023–24 result reported in the RCEB Year-End Report. The report does not provide a vendor-by-service-code-by-ZIP-code table. Therefore, the number of vendors should be pulled directly from the applicable RCEB/SANDIS query rather than inferred from another DDS table.	• RCEB will run a query in SANDIS to gather this information.
Timely Authorizations • Number of days between individual program plan (IPP) review and service authorization, reported as an average and range.	No corresponding FY 2023–24 result reported in the RCEB Year-End Report. The FY 2023–24 report does not provide the average/range of days between IPP review and final service authorization. The correct source would be the underlying IPP and Uniform Fiscal System authorization records.	• Case management will create a tool by team to monitor the timeline between IPP inception and completion of service authorization tasks. • These timelines are monitored by Case Management Supervisors and tied to Case Manager performance.
Service Coordinator Competency • Number of new service coordinators who completed all requirements within the training standards and competencies.	No corresponding FY 2023–24 result reported in the RCEB Year-End Report.	• RCEB has implemented a cohort-based onboarding, which is held on average every couple of months. • RCEB's Talent Development Team tracks the number of new service coordinators who complete all requirements within the training standards and competencies.
Benefits - Medical Insurance Information	No corresponding FY 2023–24 result reported in the RCEB Year-End Report. The FY 2023–24 Year-End Report does not report a percentage for completeness/up-to-date medical insurance information in SANDIS. The appropriate underlying source is the SANDIS ID/Insurance field and Medical tab.	• SCs are required to obtain medical information from each individual on an annual basis. • All information individuals are willing to share gets documented in SANDIS under the Medical tab by the SC within 30 days following the IPP meeting.

DRAFT

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 _X___

Purchase of Service __X___

The following contracts have been reviewed by Shannon Barnes, Interim CFO, and Rebecca Nanyonjo, Executive Director, both of whom recommend approval by the RCEB Board of Directors.

Purpose of Contract	Consumers Served (if applicable)	Contractor Name	Term of Contract	Rate of Reimbursement	NOTES:
State of California Department of Developmental Services Contract with RCEB "**C-2"** Contract Allocation, "**C-3**" Contract Language	N/A	Department of Developmental Services and Regional Center of the East Bay	7/1/2026–6/30/2029	**$98,521,142** OPS Allocation **$1,256,704,645** POS Allocation **Total $1,355,225,787**	This contract represents the C-2 nad C-3 contract amendments of the "C" series contract between DDS and RCEB for fiscal year **2026-27.** C-2 has an allocation amount; C-3 is language only.

State of California—Health and Human Services Agency
Department of Developmental Services
1215 O Street, Sacramento, CA 95814
www.dds.ca.gov

PETE CERVINKA
DIRECTOR

GAVIN NEWSOM
GOVERNOR

EXHIBIT I
COVER LETTER AND CONTRACT AMENDMENT INSTRUCTIONS

Attn: Regional Center Director
Contracting Agency President
Regional Center Administrator

Contract Number: RC Contract, Series C, Amendment 3 - Language Only

Dear Contractor:

Attached are the STD 213A Standard Agreement and exhibits for your C-3 contract amendment. Please note that there is no allocation associated with this C-3; allocations are unchanged from the previously issued C-2FAL.

Please return a signed copy of your STD 213A to jacob.thomas@dds.ca.gov as soon as possible, via email, and cc rccontracts@dds.ca.gov. Please do not return the contract exhibits—only the STD 213A is needed.

Should you have questions or concerns, please send them to rccontracts@dds.ca.gov.

Sincerely,

Jacob Thomas

Jacob Thomas
Contract Analyst

Enclosures

EXHIBIT A - REGIONAL CENTER CONTRACT LANGUAGE
REGIONAL CENTER OF THE EAST BAY, INC. dba REGIONAL CENTER OF THE EAST BAY

FISCAL YEAR 2026-2027

REGIONAL CENTER MASTER CONTRACT INDEX

(Revised ~~May 6th, 2026~~ October 26, 2026)

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G	Medicaid Enrollment Requirements
H	General Terms and Conditions
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ARTICLE I. STANDARD TERMS AND CONDITIONS

1. Amount of Contract

The total amount payable to Contractor under this contract shall ~~not exceed~~be the amount allocated for Fiscal Year 2026-27 as reflected in Exhibit A of this contract and as adjusted by the State through issuance of separate fiscal allocation letters during the term of the contract.
~~$1,199,125,874.00 for Fiscal Year 2026-2027 as reflected in Exhibit A of this contract.~~

To allow for uninterrupted supports for individuals with intellectual and developmental disabilities in accordance with the Lanterman Act, as defined below in Section 4 (Definitions), the State may issue fiscal allocation letters to the Contractor to reflect adjusted allocations and funding throughout the term of the contract consistent with, and subject to, funds appropriated in the annual state budget.

In order to carry out the Department's responsibilities under Welfare & Institutions Code (WIC) 4620, the Department is issuing and/or adjusting funding allocations to regional centers in accordance with Public Contract Code (PCC) 10295(c)(8) and WIC 4621.6.

Fiscal year funds ~~identified above~~ may not be used for any other fiscal year than the fiscal year specified unless authorized by the State.

2. Term of Contract

Subject to the provisions of Article VI, Section 1 and Article VIII, Section 1 herein, the period of this contract shall be for seven years as specified below. The term of the contract is from July 1, 2024 through June 30, 2031. The first five years of the term, from July 1, 2024 through June 30, 2029, is intended to meet the requirements specified in W&I Code Section 4629. The last two years of the term, from July 1, 2029 through June 30, 2031, is solely to provide for the claims period specified in Government Code section 16304, and to allow for adjustments to the regional centers' allocations and for the payment of claims up to two years after the close of each fiscal year, specifically FY 2029/2030 and FY 2030/2031.

3. Exhibits

a. Exhibit A, entitled "Contract Budget Summary," is attached hereto and made a part of this contract. Adjustments to Exhibit A throughout the life of the contract may occur through issuance of fiscal allocation letters, each of which are incorporated herein by reference.

b. Exhibit B, entitled "Home and Community-Based Services Waiver Regional Center Fiscal Agent Responsibilities," is attached hereto and made a part of this contract.

c. Exhibit C, entitled "Performance Plan," is incorporated by reference and

made a part of this contract.

d. Exhibit D, entitled "Early Start Statement of Assurances," is attached hereto and made a part of this contract.

e. Exhibit E, entitled “Community Placement Plan and Community Resource Development Plan Statement of Assurances,” is attached hereto and made a part of this contract.

f. Exhibit F, entitled “Statement of Assurances for Protection of Protected Health Information,” is attached hereto and made a part of this contract.

g. Exhibit G entitled "Medicaid Enrollment Requirements," is attached hereto and made a part of this contract.

h. Exhibit H entitled “General Terms and Conditions,” is attached hereto and made a part of this contract.

i. Exhibit I entitled “Contractor Certification Clauses,” is attached hereto and made part of this contract.

4. Definitions

a. "Allocate" means to ~~forward~~provide to the Contractor a contract or contract amendment which has been executed by the State ~~and specifies~~, or State fiscal allocation letter(s) that specify an amount, or ~~augmented amount~~adjusted amounts, of ~~money~~funding available to the Contractor to affect the terms of this ~~agreement~~contract.

b. "ARCA" means the Association of Regional Center Agencies.

c. "State" means the Department of Developmental Services and only the Department of Developmental Services.

d. "Director" means the director of the Department of Developmental Services.

e. "Lanterman Act" means Division 4.5 of the (W&I Code) Section 4500, et seq., known and cited as the Lanterman Developmental Disabilities Services Act.

f. "Operations Budget" means that portion of a Contractor's budget allocation set forth in Exhibit A as may be modified by State issued fiscal allocation letter(s) in accordance with this contract, that is intended for the delivery of regional center “direct consumer services" and "administration."

g. "Direct Consumer Services" means those direct services to persons with developmental disabilities delivered by Contractor. These services include but are not limited to case management, funds management for persons with developmental disabilities, rights assurance, diagnosis and

assessment, intake, prevention, quality assurance, program development, and other services under the Lanterman Act provided directly by Contractor.

h. "Administration" means those support activities required of Contractor that are essential to the efficient conduct of business.

i. "Total Purchase of Service Budget" means that portion of Contractor's budget allocation set forth in Exhibit A as may be adjusted by State issued fiscal allocation letter(s) in accordance with this contract, which is intended to support the purchase of services (POS) and programs for persons with developmental disabilities.

j. "Regional Center" means an agency operated by a nonprofit corporation chartered in the State of California (hereinafter referred to as "Contractor") that provides fixed points of contact in the community for persons with developmental disabilities and their families, to the end that such persons may have access to the facilities and services best suited to them throughout their lifetimes.

k. "GAP Funds" means that portion of the POS appropriation that is intended to pay for services to newly developed ICF-DD/H, ICF-DD/N, and DD/CNC (formerly known as ICF/DD-CN) health facilities for the period between licensure and certification of the facilities.

l. “Artificial Intelligence” or “AI” means an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments. This shall include the definition of artificial intelligence set forth in Section 4819.2 of the State Administrative Manual, as amended from time to time.

m. “Generative Artificial Intelligence” or “GenAI” means the class of artificial intelligence (AI) models that emulate the structure and characteristics of input data, or the artificial intelligence’s training data, in order to generate derived synthetic content. This can include images, videos, audio, text, and other digital content generated by artificial intelligence, and shall include the definition of generative artificial intelligence set forth in Section 4819.2 of the State Administrative Manual, as amended from time to time.

5. Control Requirements

The Contractor shall comply with all California statutes, laws, and regulations applicable to nonprofit corporations. Contractor shall also render services to persons with developmental disabilities in accordance with applicable federal and California statutes, regulations, ARC v. DDS (1985) 38 Cal.3d.384 and the terms of this contract.

6. Contractor Service Area or Counties:

Contractor's regional center serves the following area or counties: Alameda, Contra Costa.

7. Copyrights/Patents

Except as provided in this agreement, the Contractor may seek patents or copyrights for inventions, copyrightable materials or other original work product which has been commissioned, funded or developed by the Contractor with funds provided by the State, or otherwise produced in performance of this contract, subject to the rights of the State as set forth in this Section. Inventions, for the purposes of this Section, may include, but not be limited to, prosthetic devices, auxiliary learning aids or any other professional aids of a mechanical nature. Copyrightable materials, for the purposes of this Section, may include, but not be limited to data, plans, drawings, specifications, reports, operating manuals, notes or other consultant work. The State shall have the right to manufacture, reproduce, publish, use and/or distribute all such inventions or copyrightable materials. Upon any such inventions or copyrightable materials shall be the statement: "COPYRIGHTED/PATENTED (as appropriate) DATE (insert date) BY (insert name of contractor); REPRODUCED WITH PERMISSION." No further manufacturing, reproduction, publication, use or distribution shall be made without permission of the Contractor. All copyrights or patents to which this clause is applicable shall be in the name of the Contractor. If any such inventions are patentable, or any such original work product or materials are copyrightable, the Contractor may patent or copyright same except that, whenever any such patents or copyrights are applied for or sought by the Contractor, or any employee or assignee thereof, the Contractor shall promptly and fully report such fact to the State, which reserves a royalty-free, nonexclusive and irrevocable license to manufacture, reproduce, publish, use and/or distribute same. Any revenues derived from the sale of any such invention or copyrighted materials by the Contractor, or any employee or assignee thereof, shall be reported to the State and utilized by the Contractor for the benefit of persons with developmental disabilities.

The Contractor shall include the provisions of this section in all subcontracts to perform work which requires the invention or development of copyrightable materials under this contract. Subcontracts under this section shall specifically note the State's right to manufacture, reproduce, publish, use and/or distribute all inventions or copyrightable materials developed using funds provided by the State.

8. Zero Tolerance Policy

a. Contractor shall develop and post on its Internet Website by October 1, 2013, a Zero Tolerance Policy regarding consumer abuse and neglect. Contractor shall annually notify all its employees and notify vendors and long-term health care facilities serving consumers of its Zero Tolerance Policy. The Zero Tolerance Policy shall specify:

1) That all Contractor, vendor and long-term health care facility staff serving consumers are required to report, pursuant to W&I Code Section 15630, to the appropriate entities any incident or allegation of suspected abuse or neglect.

2) The entities for reporting suspected abuse or neglect.

3) That upon becoming aware of a reportable incident or allegation of abuse or neglect of a consumer, pursuant to W&I Code Section 15630, Contractor and the associated vendor or long-term health care facility shall take immediate action to ensure the health and safety of the involved consumer and all other consumers receiving services from the Contractor, associated vendor or long-term health care facility.

4) That the Contractor, its vendors and long-term health care facilities serving consumers shall ensure its respective employees are fully informed upon hire and annually thereafter regarding the Contractor's Zero Tolerance Policy and mandatory abuse and neglect reporting laws. Each employee must be knowledgeable of their responsibility to protect consumers from abuse and neglect, the signs of abuse and neglect, the process for reporting suspected abuse or neglect, and the consequences of failing to follow the law and enforce the Zero Tolerance Policy.

b. The Contractor's Zero Tolerance Policy shall be incorporated into any new or revised contract, vendorization or other agreement for consumer services. Existing vendors and long-term health care facilities serving consumers shall be informed of Contractor's Zero Tolerance Policy; the Contractor's expectation of compliance with its policy; and, the Contractor will utilize all remedies available to it in statute and regulations to protect the health and safety of consumers.

9. Whistleblower Policy

a. Contractor shall institute a board approved regional center Whistleblower policy effective December 31, 2010, addressing the reporting of alleged improper regional center and, or vendor/contractor activities.

1) An "improper regional center activity" is defined as an activity by a regional center, or an employee, officer, or board member of a regional center, in the conduct of regional center business, that is a violation of a state or federal law or regulation; violation of contract provisions; fraud or fiscal malfeasance; misuse of government property; or constitutes gross misconduct, incompetency, or inefficiency.

2) An "improper vendor/contractor activity" means an activity by a vendor/contractor, or an employee, officer, or board member of a vendor/contractor, in the provision of State funded services, that is

a violation of a state or federal law or regulation; violation of contract provisions; fraud or fiscal malfeasance; misuse of government property; or constitutes gross misconduct, incompetency, or inefficiency.

b. This policy must be consistent with the State's directive entitled "Department of Developmental Services Whistleblower Complaint Process," dated July 28, 2010, and must:

1) Allow for multiple employees within the regional center to be available to accept complaints,

2) Also includes a process to access the Board of Directors for the purpose of filing complaints,

3) Ensure that the policy clearly indicates that the regional center will not retaliate against any complainant,

4) Ensure that a process is in place to investigate and take appropriate action on complaints, including complaints of retaliation.

5) Address complainant confidentiality, consistent with the State's Whistleblower Policy, including consumer health and safety, and;

6) Include a process for annually notifying employees and board members of both the regional center's and the State's Whistleblower policies and for posting and maintaining the regional center's whistleblower policy prominently on its website. As part of their eligibility determination and vendorization processes, regional center shall also inform all new clients/families and new vendors of the regional center's and the State's Whistleblower policies.

c. In addition, Contractor shall ensure that the regional center's and the State's Whistleblower Policies are posted on the regional center's website.

d. Contractor shall review and provide, at minimum, annual training to all board members regarding the regional center governing board's approved Whistleblower Policy to include, but not be limited to the board's role in implementing the policy.

10. Transparency and Access to Public Information

a. Contractor shall comply with the California Public Records Act per A.B. 1147 effective January 1, 2026. In releasing data and information to the public, Contractor shall de-identify confidential protected health information in accordance with the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. 164.514 (b). In addition, prior to producing aggregate data and information to the public, Contractor shall utilize (at a minimum) the standards within the Department of Developmental Services' Data De-Identification Guidelines (DDG),

version 1, January 23, 2023, or any amended DDG published thereafter.

b. Contractor shall adopt, maintain, and post on its Internet Web site a board-approved policy regarding transparency and access to public information. The transparency and public information policy shall provide for timely public access to information, including, but not limited to, information regarding requests for proposals and contract awards, service provider rates, documentation related to establishment of negotiated rates, audits, and IRS Form 990. The transparency and public information policy shall be in compliance with applicable law relating to the confidentiality of consumer service information and records, including, but not limited to, W&I Code Section 4514.

c. To promote transparency, Contractor shall include on its Internet Web site, as expeditiously as possible, at least all of the following:

1) Regional center annual independent audits.

2) Biannual fiscal audits conducted by the State.

3) Regional center annual reports pursuant to W&I Code Section 4639.5.

4) Contract awards, including the organization or entity awarded the contract, and the amount and purpose of the award.

5) POS policies and any other policies, guidelines, or regional center-developed assessment tools used to determine the transportation, personal assistant, or independent or supported living service needs of a consumer.

6) The names, types of service, and contact information of all vendors, except consumers or family members of consumers.

7) Board meeting agendas and approved minutes of open meetings of the board and all committees of the board.

8) Bylaws of the regional center governing board.

9) The annual performance contract and year-end performance contract report entered into with the State pursuant to W&I Code Division 4.5.

10) The biannual Home and Community-based Services (HCBS) Waiver program review conducted by the State and the Department of Health Care Services (DHCS).

11) The board-approved transparency and public information policy.

12) The board-approved conflict-of-interest policy.

13) A link to the page on the State's website, specified in W&I Code Section 4629.5(d).

14) The salaries, wages, and employee benefits for all managerial positions for which the primary purpose is the administrative management of the regional center, including, but not limited to, directors and chief executive officers.

15) Regional center-specific reports generated pursuant to, and for the purposes of W&I Code Section 4571(h).

16) The Zero Tolerance Policy pursuant to Section 17 of this Article.

17) Regional center data pursuant to W&I Code Section 4519.5 and Article VII, Section 6 of this contract

11. Conflict of Interest

a. For purposes of compliance with W&I Code Section 4626, the Conflict of Interest Statements (Form DS 6016) required to be completed pursuant to California Code of Regulations, Title 17 (Cal. Code Regs., Title17), Section 54500-54535 shall be used until such time as the State issues emergency regulations and develops and publishes a standard conflict of interest reporting statement pursuant to W&I Code Section 4626(e).

b. Contractor shall review and provide, at minimum, annual training to all board members regarding the regional center governing board's approved Conflict of Interest Policy.

c. Contractor shall ensure that all board members understand and carry out their obligations to implement and appropriately monitor all approved conflict resolution plans for governing board members (i.e., have received and reviewed copies of approved resolutions plans, ensure board members with conflicts do not participate in discussions and/or vote on matters for which a conflict exists).

12. Rights and Privileges Limitations

No rights or privileges granted under this contract shall inure to the benefit of any person not a party to this agreement.

13. Contract Titles Statement

Both parties agree that contract articles and section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions herein.

14. Restricting Use of State Funds

During the duration of this contract, including any extensions or renewals of the contract, Contractor agrees to comply with Government Code Sections 16645

through 16649 and W&I Code Section 4638 that prohibit Contractor's use of State funds to assist, promote or deter union organizing.

15. Payment of Accrued Benefits

If this contract is terminated, the State shall pay, as appropriate, accrued benefits pursuant to the contract of employment of each terminated employee. Accrued benefits shall include vacation, sick leave, and any other benefits submitted to and approved, in writing, by the State in advance of or at the time of the termination of this contract.

16. Procedures for Employee Retention

Both parties to this contract recognize the specific requirements under law as stated in W&I Code Article 1.1, Sections 4639.80 through 4639.83, pertaining to procedures for employee retention.

17. Notification of Lawsuits and PAGA Notices

a. If Contractor is named as a defendant in any class action lawsuit or representative action filed in either state or federal court, Contractor shall provide notification to the Department. Notification must be made within ten (10) calendar days of Contractor being served with a copy of the complaint. A copy of the complaint shall be provided to the Department with the notification.

b. Contractor shall also notify the Department of any Private Attorneys General Act (PAGA) notices that it receives which are concurrently served on the Labor and Workforce Development Agency regarding intent to bring a claim. Notification of a potential PAGA claim must be made within ten (10) calendar days of receipt of said notice. A copy of the PAGA notice shall be provided to the Department with the notification.

c. The Contractor shall provide information upon request of the Department's legal or executive leadership staff on the status of the litigation to aid in assessing any potential operational or financial impact, including settlement status. The Department shall notify Contractor if no further updates on a pending case are required.

ARTICLE II: PROGRAM PROVISIONS

1. Utilization of Public and Private Resources

Contractor shall utilize to the fullest extent reasonably feasible those public and private resources, as specified in Section 4659 of the W&I Code, which are available without additional cost to the Contractor to implement and coordinate the services identified by the Interdisciplinary Team as required to meet the goals and objectives in the Individual Program Plan for each person with a developmental disability and the outcomes on Individualized Family Service Plans (IFSPs) for children and families served through the Early Start Program.

2. Resource Development

a. Contractor may use POS funds for developing new community resources to protect the consumers' health or safety or because of other extraordinary circumstances, and the State has granted prior written authorization for the expenditure. This provision does not apply to:

1) POS funds allocated as part of the State's Community Placement Plan and Community Resource Development Plan (CPP/CRDP) process.

b. Contractor shall institute a Board approved policy effective January 1, 2011, specifying the circumstances under which the regional center will issue requests for proposals to address a service need. This policy shall also address the applicable dollar thresholds for requiring the utilization of the request for proposals process; the request for proposals notification process; and, how submitted proposals will be evaluated and the applicant selected. Within 30 days of the effective date, Contractor shall post the Board approved policy on the regional center's website.

Contractor shall specify in its Board approved policy the requirements of W&I Code Section 4648.11, and post the policy on its website.

c. POS funds may be used to provide grants for reasonable start-up costs associated with resource development. Contractor shall develop and maintain a policy for the disbursement of start-up monies and shall keep accounting and other records to document the use of these monies. Such policy shall include provision for fair and equitable recoupment of start-up funds should the vendor and/or fund recipient cease to provide services to consumers after a specified period of time. This includes start-up funds to purchase real property. The policy must be approved by Contractor's Board of Directors and must ensure that the use of POS funds are:

1) Necessary for establishing a new or additional program, project or resource for providing services and supports to consumers.

2) Of direct benefit to consumers.

3) Supported by contracts with sufficient detail and measurable performance expectations and results.

4) Not used for the purchase of a provider's vehicle.

5) Not used for the lease of a provider's vehicle unless approved in advanced by the Director or designee.

6) Not used for routine maintenance of a provider's plant or facility unless approved in advance by the Director or designee.

7) Not used for construction, renovation, alteration, improvement, or repair of real property that is not of direct medical or remedial benefit to the consumer.

3. Contracting Policy

Both parties to this contract recognize the specific requirements under law as stated in W&I Code Section 4625.5 and California Code of Regulations (CCR), Section 54322.

4. Federal Funds

a. Contractor shall implement mutually agreed to procedures for the administration of all programs funded by Medicaid including: Home and Community-Based Services (HCBS) Waiver, Self-Determination Program (SDP) Waiver, Targeted Case Management (TCM), Intermediate Care Facility-Developmentally Disabled State Plan Amendment (ICF-DD SPA), Nursing Home Reform (NHR), 1915(i) SPA, Early Periodic Screening Diagnosis and Treatment (EPSDT), and Behavioral Health Treatment (BHT). Any modifications to the existing procedures shall be mutually agreed to by the State and ARCA.

a. Contractor shall ensure that costs that may be reimbursed with Federal Funds are claimed in accordance with the applicable cost principles set forth in Office of Management and Budget Circular (OMB), A-122 and requirements set forth in OMB A-110.

b. HCBS Waiver Enrollment

1) Contractor shall ensure willing and eligible consumers are enrolled on a flow basis on the HCBS Waiver through implementation of an aggressive enrollment effort that ensures enrollment at the earliest date possible in the fiscal year.

2) Months of enrollment will be considered in the allocation of Contractor Operations funding.

d. For the Title XX program, the following information applies:

CFDA Title: Social Services Block Grant (SSBG)

CFDA Number: 93.667

Federal Agency Name: United States Department of Health and Human Services

e. Early Start Program

1) Contractor shall provide services for infants, until three years of age, and their families, at no cost to the family, who are eligible for regional center early intervention services in accordance with the provisions of Part C of the Individuals with Disabilities Education Act (20 USC Sec. 1431 et. seq.), its implementing regulations (34 CFR Part 303), the Education Department General Regulations (EDGAR) as specified in 34 CFR Section 303.5, and the California Government Code, Title 14, Section 95000 et. seq. and Cal. Code Regs., Title17, Section 52000 et. seq.

2) The Contractor shall use federal funds provided under Part C of the Individuals with Disabilities Education Act only to supplement and increase service and operations obligations and will in no way be used to supplant state or local funds allocated for infants birth through two years of age.

5. Service Standards

In carrying out its obligations under Article I, Section 12 of this contract, the Contractor shall maintain standards for the purchase of services for persons with developmental disabilities. Within one hundred-twenty (120) days, the State shall review all new or amended purchase of service standards prior to Contractor's implementation of such standards to ensure compliance with statute and regulation.

6. Community Placement Plan

Contractor shall develop and implement an annual State approved CPP/CRDP in accordance with Exhibit E and State CPP/CRDP Guidelines.

Contractor utilizing CPP/CRDP funds for the purpose of acquiring housing shall do so in accordance with Contractor's approved CPP/CRDP, the State's CPP/CRDP Housing Guidelines, and all conditions expressed in the State's approval of the CPP/CRDP.

State shall make every effort to provide Contractor with State Housing Guidelines and CPP/CRDP Guidelines simultaneously. If, however, the amended State Housing Guidelines are released after the submission deadline for the CPP/CRDP, upon release of amended State Housing Guidelines, the State

agrees to allow Contractor the option to modify their CPP/CRDP to reflect any changes to the State's Housing Guidelines.

Any proposed changes to the CPP/CRDP or State Housing Guidelines will be provided to ARCA at least 30 days before they are to take effect. ARCA will have 30 days to provide comments to the State regarding the proposed changes.

State shall allow Contractor at least 60 days from issuance of CPP/CRDP Guidelines to complete and submit its CPP/CRDP for the following year. State shall approve Contractor's CPP/CRDP and related housing projects no later than August 1.

7. Out-of-State Services

Both parties to this contract recognize the specific requirements under law as stated in W&I Code Section 4519.

8. Mental Health Facilities

Both parties to this contract recognize the specific requirements under law as stated in W&I Code Section 4648.

9. Specialized Resources

As required by W&I Code Section 4418.25(b)(2), Contractor shall provide information on Specialized Resources developed with the use of CPP funds since fiscal year 2005-2006 and shall make these resources available to other regional centers. This information shall be provided monthly in a format agreed to by the State and regional centers.

a. Contractor must consult with the State to determine whether a specialized resource is available in another regional center service area prior to placement in:

   1) The crisis program at Fairview Developmental Center (W&I Code Section 4418.7);
   2) A mental health facility ineligible for federal financial participation (FPP) [W&I Code Section 4648(a)(9)(B)(iii) & (C)]; or,
   3) Out of state (W&I Code Section 4519.)

b. Pursuant to W&I Code Section 4418.25(f)(4), annually on February 1, Contractor shall provide to the State progress in the development of needed statewide specialty services and supports, including regional community crisis options, as provided in W&I Code Section 4418.25(b)(3).

c. Contractor shall comply with all placement restrictions of W&I Code Section 4684.65 regarding ARFPSHNs.

10. Self-Determination Program

a. Both parties to this contract recognize the specific requirements under law as stated in W&I Code Section 4685.8.

b. Contractor shall hold at least one Self-Determination Program orientation within 60 days of training conducted by the Department. In consultation with the local volunteer advisory committee, Contractor shall develop a plan to complete orientations for all participants. The plan must take into consideration, at minimum, the language needs of participants and scheduling orientations at times and locations designed to encourage community participation.

c. Contractor shall report to the State by the 15th of each month, or less frequently if mutually agreed to, information on the status of individuals selected for the Self-Determination Program. Information will be reported in a mutually agreed upon format and may include individual orientation completion status, program participation status, and concerns/barriers to Self-Determination Program enrollment identified by selected participants.

d. Contractor shall provide a general progress report to include the information identified in paragraph (c) on the status of its implementation of the Self-Determination Program to the local volunteer advisory committee.

e. By February 1, 2019, Contractor shall identify and provide to the State, the name and contact information for an employee who will serve as the point-of-contact for matters related to the Self-Determination Program. The point-of-contact shall be a staff member with broad knowledge of Contractor's implementation of the Self-Determination Program.

11. Out-of-State Children and Youth

a. It is the intention of the parties that eligible children ~~who reside~~and youth (any minor or non-minor dependent) who receive residential services or supports out-of-state regardless of the placing authority or funding entity shall be provided with smooth and timely transitions ~~back~~ to regional center services and supports upon their return to residence in California. ~~Absent a request to the contrary from a parent, guardian, or legal representative with legal authority,~~ Contractor ~~agrees to maintain a status 2 active file for those regional center-eligible children age three and older who Contractor is aware are in residence out-of-state, subject to~~shall perform all the following ~~conditions:~~:

1) Work prospectively with involved agencies to identify needed services, and determine funding arrangements consistent with WIC Section 4684;

2) If applicable, in accordance with, but not limited to, local AB 2083 (Chapter 815, Statutes of 2018) Memorandums of Understanding, actively work with involved agencies to identify and develop resources to support transitioning the child or youth back to California as soon as appropriate;

3) At the earliest possible opportunity, Contractor shall seek development of

appropriate resources to meet the child's or youth's needs in California when no resource is currently available; and

4) Remain in compliance with reporting requirements in Article VII, Section 10, with timely submission of information to the State.

b. Unless contrary to a documented request from a parent, guardian, or legal representative with legal authority, or, a youth exiting the dependency system on their own behalf, Contractor agrees to maintain an active file for regional center-eligible children and youth age three and older who Contractor is aware are receiving residential services or supports out-of-state, with the following conditions:

1) Children or youth whose residential placement is funded by the regional center pursuant to WIC Section 4519 shall be identified with Status 2.

2) Children or youth whose residential placement is not funded by the regional center shall be identified with Status M.

~~1)~~3) Contractor shall conduct and develop an ~~annual~~ Individual Program Plan (IPP) informed by assessments and information from other involved agencies, to determine current status, service and support needs, and potential alternative services and supports that would be required to support the child in California.

~~1) Contractor shall work with all involved agencies to identify needed services, prospectively determine funding arrangements consistent with W&I Code Section 4684, and if necessary, develop and/or adapt appropriate services to meet the child's needs in California.~~

i. For children or youth in Status 2, the IPP shall be conducted annually.
ii. For children or youth in Status M, the IPP team shall determine and document the frequency, which shall be not less than every three years.

~~2)~~4) For children or youth in Status 2, Contractor shall provide semi-annual ~~face-to-face~~ monitoring and may utilize video conferencing or phone calls for this purpose. This requirement may not be waived.

5) ~~All~~For children or youth in Status M, monitoring may include reduced, limited or other modifications as decided and documented by the IPP team.

~~3)~~6) Any written progress reports provided by the parent, guardian, or legal representative for each eligible child ~~residing~~or youth receiving residential services or supports out of state shall be reviewed by Contractor and maintained in its files.

~~2) If applicable, in accordance with, but not limited to, local AB 2083 Memorandums of Understanding, Contractor shall actively work with all involved agencies to identify and develop resources to support~~

~~transitioning the child back to California as soon as appropriate.~~

~~3) At the earliest possible opportunity, Contractor shall seek approval for start-up funding from the State for the development of appropriate resources to meet the child's needs when no resource is currently available.~~

~~f. Contractor shall notify the State, and the appropriate cross-system partner(s), of any instance in which a parent, guardian, or legal representative with legal authority requests the regional center close or inactivate a child's case as referenced in paragraph (a).~~

c. Nothing in this section shall be construed to infringe on the right of a youth exiting the dependency system from choosing not to return to California.

11. Service Provider Termination of Vendorization

Contractor shall notify the State within three (3) business days of Contractor taking action to terminate the vendorization of a service provider, including the reason for termination, in accordance with the provisions of Cal. Code Regs., Title 17, Section 54370(b) or (c).

12. Communication Assessments

a. Contractor shall offer an initial communication assessment for all individuals served under the Lanterman Act who are identified as deaf, based on Client Development Evaluation Report coding of 2, 3 or 9 for question 60, and 2, 3, 8 or 9 for question 61. The results of the assessment will be used in the development of the Individual Program Plan within 12 months of its completion. This requirement applies to all current individuals served and individuals who become eligible and meet the above criteria. This requirement is contingent upon both of the following:

1) The State developing a communication assessment tool(s).

2) The State's Communication Assessment Contractor training or making training available to potential assessors who meet the Communication Contractor's specified qualifications.

b. Once subparagraphs (1) and (2) of paragraph (a) of this section have been met, Contractor and the State shall mutually agree upon a timeframe for Contractor to arrange and authorize assessments for those accepting the offered communication assessment. Contractor shall report quarterly to the State on:

1) The name and UCI of individuals meeting the requirements for a communication assessment.

2) The name and UCI of individuals who received a communication assessment in the prior quarter, and the date

of each assessment. The date the communication assessment results were used to develop each individual's Individual Program Plan.

3) The number of communication assessments initiated but not completed.

4) The number of individuals who meet the criteria in paragraph (a) who have not received a communication assessment.

c. If Contractor does not conform to the requirements set forth under this section, the State may require Contractor to provide a written corrective action plan outlining the steps Contractor shall take to ensure compliance under this section moving forward.

d. Contractor shall provide the State with the name of and contact information for its Deaf Specialist(s) by September 30, 2024. Any change in staff or contact information for this position shall be provided to the State within 10 business days.

ARTICLE III: FISCAL PROVISIONS

1. Budget Development Process

The State and Contractor agree to work together to build Contractor's budget using the best quality data and information available, including information on projected assessments, resource development and placements for the CPP/CRDP. To that end, the State and ARCA agree to implement a process that will provide this data for building the Governor's January Budget and the May Revise. The process will include ARCA proposing policy changes for the State to consider as well as caseload, Medicaid Waivers and other federal funding initiatives, and expenditure trend data.

2. Allocation of Funding to Contractor

a. By July 1 of each fiscal year, the State and ARCA shall review the existing allocation methodology and make any recommended changes for the Director's approval. The State agrees to provide the regional centers with a report after each allocation issued to Contractor that shows the estimated amount available for Operations, POS, and CPP/CRDP, and the amount allocated to regional centers.

b. The State shall, by September 1, of each fiscal year, or not later than fifteen (15) days following the enactment of the annual Budget Act, whichever is later, allocate to all regional centers Operations and POS funds consistent with the approved allocation methodology. On or before February 1 of each fiscal year, the State shall allocate to all regional centers the remaining funds unless specified in the approved allocation methodology or agreed to by ARCA. If ARCA and the State do not reach mutual agreement on an approved allocation process, or if the Director does not approve same, no less than one hundred percent (100%) of the Enacted Budget for Operations and ninety-nine percent (99%) of the Enacted Budget for POS, except for any funds appropriated by the Legislature for a specific purpose which has yet to occur, shall be allocated by February 1. The parties agree that it may be necessary to amend this contract, and issue funding adjustments through State fiscal allocation letter(s), in order to allocate funds made available from budget augmentations, if any, and to move funds among regional centers.

c. By October 1 of each fiscal year, or not later than fifteen (15) days following the enactment of the annual Budget Act, whichever is later, the State shall allocate to the regional centers CPP/CRDP funds in accordance with the CPP allocation methodology agreed to between ARCA and the Department. If ARCA and the State do not reach mutual agreement on an approved allocation process, or if the Director does not approve same, the State shall allocate by October 15 to the regional centers no less than the sum of:

(1) 100% of the Start-Up funds per each regional center's approved CPP/CRDP.

(2) 75% of the Assessment funds per each regional center's approved CPP/CRDP.

(3) 25% of the Deflection funds per each regional center's approved CPP/CRDP.

(4) 25% of the Placement funds per each regional center's approved CPP/CRDP.

(5) 75% of the Operations funds per each regional center's approved CPP/CRDP.

d. Notwithstanding paragraphs a., b., and c. of this section, the final decision regarding the methodology used to determine the amount of allocations shall rest with the Director.

e. The Contractor shall submit a monthly POS Expenditure Projection (PEP) report to the State which identifies Contractor's actual and projected expenditures as of the date of this report. By the 10th of each month beginning December 10, which would reflect expenditures through October, the Contractor shall submit the monthly PEP in a format mutually agreed to between ARCA and the State. In the event an agreement cannot be reached, DDS will specify the format to be used with input from ARCA. The final PEP for the year shall be submitted by September 10 of the following fiscal year. This PEP shall reflect expenditures through the first supplemental claim.

f. As part of the monthly expenditure projection analysis, the State may request, and the Contractor shall provide additional information to explain the expenditure projection.

g. Contractor shall assure that services to eligible persons with developmental disabilities are provided within the funds identified in Exhibit A ~~of this contract~~and State issued fiscal allocation letters used to adjust funding throughout the contract term.

h. In the event the State determines that Contractor has insufficient funds to meet its contractual obligations, the State shall make best efforts to secure additional funds and/or provide Contractor with regulatory and statutory relief.

i. After notice to the Contractor the State may disencumber any or all funds unexpended and uncommitted by the Contractor ~~out of the amount available~~ under this contract. For the purposes of this Section, such total amount available shall be defined as the amount originally specified in Article I, Section 8, modified by any changes made pursuant to Article III, Section 2, and/or as modified by any executed contract amendment or State issued fiscal allocation letters.

j. Not more than 15 percent of all funds appropriated through Contractor's operations budget shall be spent on administrative costs. For purposes of this section, "direct services" includes, but is not limited to, service coordination, assessment and diagnosis, monitoring of consumer services, quality assurance, and clinical services. Funds spent on direct services shall not include any administrative costs. For purposes of this section, administrative costs include, but are not limited to, any of the following:

1) Salaries, wages, and employee benefits for managerial personnel whose primary purpose is the administrative management of the regional center, including, but not limited to, directors and chief executive officers.

2) Salaries, wages, and benefits of employees who perform administrative functions, including, but not limited to, payroll management, personnel functions, accounting, budgeting, auditing, and facility management.

3) Facility and occupancy costs, directly associated with administrative functions.

4) Maintenance and repair.

5) Data processing and computer support services.

6) Contract and procurement activities, except those performed by direct service employees.

7) Training directly associated with administrative functions.

8) Travel directly associated with administrative functions.

9) Licenses directly associated with administrative functions.

10) Taxes.

11) Interest.

12) Property insurance.

13) Personal liability insurance directly associated with administrative functions.

14) Depreciation.

15) General expenses, including, but not limited to, communication costs and supplies directly associated with administrative functions.

3. Advance Payment Provisions

The State shall make available to the Contractor funds for the provision of services under this contract in advance of the Contractor's actual performance therefore, as authorized by W&I Code Section 4621, subject to the following conditions:

a. Requests for advance payment shall be in accordance with format and procedures requested by the State. The amount to be advanced shall be twenty-five (25) percent of the total contract amount as set forth in Exhibit A as the ~~preliminary~~initial allocation and ~~in any~~may be adjusted by subsequent contract amendment(s) or State issued fiscal allocation letter(s) in accordance with this contract. The State shall advance funds as soon as reasonably possible following the enactment of the annual Budget Act.

b. All amounts advanced under this provision shall be deposited by the Contractor in an interest-bearing bank account(s), in a bank legally authorized to engage in the banking business in California and which account(s) is established solely for operation of the regional center. The account(s) shall be in the name of both the State and the Contractor for the purpose of clarifying the State's rights, title and interest to the State funds in said account(s) as stated in "c" of this Section, in the event that a judgment creditor of the Contractor seeks to levy against the funds by means of attachment or execution.

Each withdrawal from said bank account(s) shall be made only by written instrument or electronic transfer of funds performed by the bank as part of an available service. Upon request of the State in writing, the Contractor shall repay to the State such parts of the unliquidated balance of advance payment as shall be in excess of the current requirements. No part of the funds in said bank account(s) shall be commingled with other funds of the Contractor.

c. Amounts advanced in accordance with this provision when withdrawn from said bank account(s) shall be used only for pending expenditures in accordance with the attached Exhibit A~~.~~ and this contract. Except as provided in "b" of this Section, the Contractor has access to the funds placed in said bank account(s) for administrative convenience only, and hereby agrees that it has no right, title or interest therein, and shall make no withdrawals except for those made solely for the purpose of satisfying claims against or expenses of the Contractor incurred pursuant to and in the performance of this agreement.

d. All interest earned on these funds shall be reported on the next monthly reimbursement claim to the State.

e. The State shall have a lien upon any balance in said bank account(s) paramount to all other liens, which lien shall secure the repayment of any

advance payments made hereunder.

f. All bank accounts and any investment vehicles containing funds from this contract and used for regional center operations, employee salaries and benefits or for consumers' services and supports, shall be in the name of the State and Contractor. Properly established trust accounts that are approved by the Regional Center Board of Directors for the purpose of administering standard employee benefits do not have to be in the name of the State provided the State has the authority to review the financial transactions of the trust or financial reports prepared by independent auditors. “Standard employee benefits” are those commonly provided to employees in the course of business in private companies.

g. For the bank account(s) above referenced, there shall be prepared three (3) alternative signature cards with riders attached to each indicating their use. In addition to the preparation of signature cards and riders, Contractor and the bank(s) shall enter into a written agreement specifying the bank(s)' responsibilities relative to said bank account(s). The signature cards, riders and agreement specified herein shall be prepared and administered in accordance with the format and procedures specified by the State.

h. If Contractor cannot comply with "f" of this Section, alternative arrangements mutually agreeable to the parties shall be utilized.

4. Payment Provisions

In consideration of the services rendered by the Contractor pursuant to this contract, the State shall reimburse the Contractor, for cash expenditures, monthly in arrears. Reimbursement claims shall be submitted in accordance with the claiming procedures requested by the State.

All funds received pursuant to this contract shall be deposited and retained in a bank account(s) set forth in Article III, Section 3.

All funds expended by the Contractor and reimbursed by the State during the term of this contract shall be for the purposes specified and in conformity with ~~Exhibit A~~ this contract.

Any funds which have not been encumbered for services provided or purchased during the term of the contract, shall revert to the State.

5. Budget Category Transfers

In accordance with the annual Budget Act, a contract amendment or State issued fiscal allocation letter(s) shall be required if funds are to be transferred from one budget category to another. This provision shall apply to those budget categories that are listed in Exhibit A and in the State issued fiscal allocation letters.

6. Contract Funding Stipulations

a. This agreement is subject to the appropriation of funds by the Legislature for the purpose of this contract. If funds are not appropriated in any fiscal year into which this agreement extends, it is mutually agreed that this agreement shall be of no further force and effect. In this event~~, except as provided in Article I, Section 25,~~ the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this agreement, and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor shall ensure that all POS contracts initiated by Contractor include notification of this condition.

b. Except as provided in W&I Code Section 4635, if funding for any fiscal year for this program is reduced or deleted by the Budget Act~~, except as provided in Article 1, Section 25,~~ the State or Contractor shall have the option to either cancel this agreement without liability or agree to ~~an amendment~~a funding adjustment through either a contract amendment or State issued fiscal allocation letter to reflect the reduced amount.

7. Travel and Per Diem

The Contractor shall establish and maintain procedures that assure the State that reimbursements to regional center employees and board members for necessary travel and per diem are equitable, reasonable, and properly documented.

8. Independent Financial Audit

Both parties to this contract recognize the specific requirements under law as stated in W&I Code Section 4639 and the Single Audit Act of 1984, 31 U.S.C. 7501, et seq., and applicable Office of Management and Budget Circulars (A-122 and A-133 or as revised).

9. Vendor Fiscal Monitoring

a. Contractor shall monitor the expenditure of public funds by monitoring vendor fiscal claims.

b. The Contractor shall be responsible for auditing: 1) vendors with prior year annual payments made by the contractor to a vendor of less than $100,000, 2) consumer's personal and incidental funds, and 3) residential facilities with licensed capacity of six or fewer beds regardless of the payment amount. The DDS shall be responsible for auditing vendors with prior year annual payments from regional centers of $100,000 or more. The contractor may audit other vendors if prior approval is received from the State. The vendor audits shall be conducted in accordance with the provisions of Cal. Code Regs., Title 17, Section 50606, Regional Center Auditing Requirements and in compliance with audit protocols mutually agreed to by the State and Association of Regional Center Agencies.

c. The Contractor shall meet or exceed the following minimum requirements and will be evaluated based on the results achieved. In evaluating the results of the contractor's efforts, consideration will be given to the fact that funding for fiscal monitors was reduced in FY 2004-05.

The minimum number of audits conducted by Contractor shall be 4% of the total number of separately vendored services for the following service categories: community care facilities with licensed capacity of six or fewer beds, transportation, day programs, in-home respite agencies and respite facilities. The vendors included in the base for establishing the minimum number of audits, shall be those vendors that receive total prior year POS payments from the contractor of $100,000 or less and those residential facilities with licensed capacity for six or fewer consumers. Prior to June 1 of each year the State will provide the Contractor with the total number of vendors that will be used to calculate the minimum number of audits to be conducted. Contractor shall ensure that the minimum number of audits conducted includes at least 35% billing audits and 20% cost verification and staffing audits. Cost verification audits are audits of cost statements, State authorized rate increases, or verification of costs used by regional centers to set rates as provided for in Cal. Code Regs., Title 17, Staffing audits are audits conducted to verify compliance with staffing levels as specified in Cal. Code Regs., Title 17, or by contract with a service provider as allowed by Cal. Code Regs., Title 17. Procedures for staffing audits may also include verification that staffing levels are appropriate for the consumer's assessed level of care and are in compliance with the vendor's program design narrative. The billing audits conducted shall include vendors serving consumers eligible for the HCBS Waiver. At least one of the vendors audited must be a program that serves children under the age of three. The Contractor shall make a good faith effort and exhaust all reasonable methods of collection to recover all fiscal adjustments identified as a result of the Contractor's vendor audits. Documentation of collection efforts shall be maintained by the Contractor for future review.

By October 1 of each year, Contactor shall submit to the State a listing of all vendor audits conducted during the prior fiscal year and a list of recoveries. The list of recoveries shall identify the vendor, the date of the audit report, the amount recovered during the prior fiscal year and the method of recovery which may be either collection of cash or off-set of vendor billings.

d. This provision does not negate the requirement that regional centers submit vendor audit reports to the State pursuant to Cal. Code Regs., Title 17, Section 50606(g)(1)(F). Completed reports are to be submitted at least quarterly.

10. Consumer Trust Accounts

Contractor shall ensure that the consumer benefits directly from all interest earned on trust accounts. Guided by prudent business practices, all trust funds must be placed in a separate bank account that earns at least the prevailing rate of monetary interest for a "Business Savings" account, or equivalent account. This account shall be in the name of both the State and Contractor in accordance with the provisions of Article III, Section 3. All interest must be allocated to the individual consumer accounts. Bank charges (net after applying bank credits, if any), that are specifically identifiable to the trust account may be offset against the consumers' interest. In no case shall the amount of bank charges allocated to the individual consumer accounts exceed the amount of interest earned.

11. Foundation Support

a. Contractor may provide funds to a foundation or similar entity where the purpose of the funds is to provide direct benefits to regional center consumers subject to prior review and written approval by the State in consultation with Contractor.

   Contractor may not provide funds or personnel to a foundation or similar entity for fundraising purposes.

b. Through a written agreement between the Contractor and a foundation, or similar entity, Contractor may provide in-kind administrative services to a foundation, or similar entity, provided such agreement requires reimbursement from the foundation to the Contractor for any services performed by the Contractor or its employees on behalf of the foundation or similar entity. In-kind reimbursement shall be in the form of specifically identifiable, non-monetary benefits for persons with developmental disabilities.

c. Nothing shall preclude a foundation, or similar entity, from competing for funding from the Contractor or another regional center on the same basis as any member of the general public. Contractor shall, however, comply with sections 54520 and 54521 of Cal. Code Regs., Title 17, with respect to any conflict-of-interest issues arising between the Contractor and a foundation, or similar entity.

Contractor must request and receive approval from the State prior to entering into a lease agreement in which bond financing will be utilized to fund the loan.

ARTICLE IV: CONTRACTOR OPERATIONS

1. Electronic Data Processing and Data Integrity

a. The State and Contractor agree to ensure the integrity and confidentiality of the State's databases that reside on the System i and California Department of Technology (CDT). Accordingly, Contractor shall not engage in any activity that threatens their integrity and shall develop and implement an operational recovery plan consistent with the requirements of this section. Contractor agrees to adhere to the most current version of the State's 'Security Policy for Regional Centers' as developed by the State and ARCA.

b. Contractor, using the electronic billing and payment software provided by the State, agrees to comply with the most current version of the State's 'Security Policy for Electronic Billing' as developed by the State and ARCA.

c. Contractor shall make available accurate and complete case management and financial data related to consumer and vendor services, including but not limited to UFS, eBilling and SANDIS information to the State. Accordingly, Contractor shall:

1) Update changes to all mandatory items of the Client Master File at least annually except for the following elements, which must be updated within thirty (30) days of Contractor being aware of any of the following events:

a) The death of a consumer.
b) The change of address of a consumer; or
c) The change of residence type of a consumer.

2) Review the information required in the Client Development Evaluation Report (CDER) whenever an IPP is completed, and update if there is a change.

3) Upon notification by the State of errors in the State's databases that reside on the System i and CDT, Contractor shall rectify those errors within thirty (30) days.

4) Contractor agrees to allow the State to access and use any stored consumer and vendor services data pursuant to W&I Code Section 4407. As part of the Consumer Electronic Records Management System (CERMS)/Uniform Fiscal Systems Modernization (UFSM) projects, the project teams will need to access data that is not typically provided to the State. For the purpose of working through the transition, Contractor shall give the project teams access to all data that are in scope of these projects.

5) Contractor shall notify the State of any plans to access data stored within SANDIS, UFS, and the eBilling systems databases, by any third-party applications used by the Contractor.

6) Contractor shall notify the State of any plans to use any non-State and third-party tools and applications that either provide or consume data stored within SANDIS, UFS, and the eBilling systems databases.

7) The State is actively pursuing the modernization of the State's financial, UFSM, and case management, CERMS, systems for use by Contractors. Contractor shall support the transition to these systems as their system of record, as follows:

   a) Contractor user acceptance testing (UAT) is performed based on a clearly defined and mutually agreeable UAT test developed by the ARCA Information Systems (AIS) Committee and the State. The test plan shall be developed by both the State and AIS to address the identified needs of the regional centers, the State, service providers, and consumers. The test plan shall include clear, measurable, and realistic metrics with established targets that must be met to ensure readiness for implementation.
   b) The new solutions are shown to align with the State of California's CalSecure initiative enabling a modern secure platform which protects the privacy of client PHI and PII.

8) Without prior approval of the State, Contractor shall not initiate efforts to move off their current case management system to alternative solutions, and should only be considered if it is necessary to protect the security and efficiency of its system pending the finalization and proven effectiveness of CERMS as recognized by the State and Contractor.

   If other new functionality is required, Contractor must notify the State and receive the State's approval prior to planning and design. Contractor shall, to the extent possible consistent with maintaining an effective system, focus efforts on data clean-up and transitional efforts to prepare for future solutions.

9) Contractor shall work with the State to harden their system environment in alignment with requirements the State must follow. This includes completing and sharing:

a) A biennial security assessment from an independent third-party;
b) Establishing a Plan of Action Milestones (POAM); and
c) Establishing priorities in partnership with the State and working with a contractor to address the critical and high priority items.

The State will look to provide financial assistance for remediation efforts from findings identified in the security assessment and mutually prioritized by the State and Contractor based on shared security interests.

d. To improve the accuracy of information reported to the State, as well as to reduce the need for surveys of the regional centers to obtain needed information, all regional centers shall use the SANDIS Consumer Information and Resource Information Modules.

e. As required by the State Administrative Manual Management Memo 01-10 issued June 4, 2001, Contractor certifies that appropriate systems and controls are in place to ensure that State funds are not used to acquire, operate, or maintain computer software in a manner that does not comply with applicable copyrights.

f. During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors.

At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI as grounds for termination of the contract for cause in compliance with procedures set forth in the Lanterman Developmental Disabilities Services Act.

The State is entitled to seek any and all relief to which it may be entitled to as a result of such nondisclosure. The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

2. Personnel

a. Contractor agrees to hold the State harmless from any administrative or legal actions occurring because of the failure of the Contractor to maintain personnel records and practices in accordance with the provisions of this contract and State of California or federal laws or regulations.

b. Contractor shall comply with the provisions of Public Contract Code, Section 10353 as required.

c. Contractor acknowledges the policy in Public Contract Code, Section 7110 (a) and (b) and shall comply with all applicable State of California and federal laws relating to child and family support enforcement.

3. Records Maintenance

In accordance with W&I Code Section 4631(b), Contractor shall be held strictly accountable for reporting all revenues and expenditures, and the effectiveness of the Contractor in carrying out of its programs and fiscal responsibilities. Contractor shall keep records**,** as follows:

a. The Contractor shall maintain books, records, documents, case files, and other evidence pertaining to the budget, revenues, expenditures, and consumers served under this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect net costs (direct and indirect) of labor, materials, equipment, supplies and services, overhead and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract in accordance with mutually agreed to procedures and generally accepted accounting principles.

b. Contractor shall retain records which pertain to consumer eligibility determinations and redeterminations for the Medicaid Waiver Program for a minimum of five years from the date of an eligibility determination or redetermination.

c. Contractor may, in fulfillment of its obligation to retain the records as required by this Section, utilize a scanned, digitalized, or other electronic true representation of the original record consistent with Title 17, Section 50602(h) and (i); Title 17, Section 50604 (d); Title 17 Section 50605(a) and (c); Title 17, Section 50612(a) and (f).

d. Contractor shall comply with the most current version of the State's ‘Requirements for Electronic Storage of Records’, as developed by the State and ARCA.

4. State Property

a. All equipment, material, supplies, or property of any kind furnished by the State, or purchased from funds received under the terms of this contract,

shall be the property of the State of California and used for the performance of this contract, unless specifically exempted in the State's Equipment Management System Guidelines.

Contractor shall maintain and administer, in accordance with sound business practice, a program for the utilization, care, maintenance, protection and preservation of State of California property so as to assure its full availability and usefulness for the performance of this contract. Contractor shall comply with the State's Equipment Management System Guidelines for regional center equipment and appropriate directions and instructions which the State may prescribe as reasonably necessary for the protection of State of California property.

b. Except as authorized in W&I Code section 4669.2, subdivision (a)(8), Contractor is prohibited from expending any state funds that result in the State of California owning, or incurring a liability for, real property.

5. Public Disclosure of Contracts

In accordance with W&I Code Section 4640.6(k), Contractor shall make available to the public for review, all employment contracts with regional center staff or contractors (entered into on or after January 1, 2003) upon request. No employment contract, or portion thereof, may be deemed confidential or unavailable for public review except the social security number of the contracting party.

a. The term of an employment contract between Contractor and an employee or contractor shall not exceed five years or the term of the State's contract with the regional center.

b. When reporting the information to the State, as required by W&I Code Sections 4639.5 and 4640.6(k). Contractor shall include any information regarding Executive Director current annual compensation as defined by IRS Code for completion of the IRS Form 990, and associated detail. This information shall be provided in a format with instructions agreed to by the State and regional centers.

6. Information Security

a. The Contractor agrees to comply with the most current version of the State's 'Statement of Assurances for Protection of Protected Health Information' (Exhibit F) which sets forth the security and notification requirements and best practices for, but not limited to, the protection of all confidential, sensitive, and/or personal information collected and stored on behalf of the State regardless of format or media type.

b. Contractor, agrees to adhere to State policy and Exhibit F regarding incident reporting, requiring privacy breaches and/or security incidents involving paper and other formats to notify the Department's Information Security Officer, via email at iso@dds.ca.gov and copy privacy@dds.ca.gov in the event of any loss

or theft of personal, sensitive, or confidential information in any format, including but not limited to flash drives, cell phones, personal digital assistants, tablets, computers, and laptops immediately, but no later than within 72 hours.

The notification to the Department must be reported on form DS 5340B or other online submission form as directed by the Department. The Department is mandated by law to notify other entities of disclosure of information; the timelines are extremely short for many of these reports; therefore, it is essential that the Department is notified immediately, but no later than 72 hours upon the discovery of a breach compromising the security and/or privacy of Protected Health Information, or upon a reasonable belief such breach has occurred.

7. Consumer Information Security

a. The Contractor agrees to adhere to the most current version of the State's 'Statement of Assurances for Protection of Protected Health Information' (Exhibit F) which sets forth the security and notification requirements and best practices for, but not limited to, the protection of all confidential, sensitive, and/or personal information collected and stored on behalf of the State regardless of format or media type.

b. Contractor, agrees to adhere to State policy regarding incident reporting, requiring privacy breaches and/or security incidents involving paper and other formats to immediately notify the Department's Information Security Officer, via email at iso@dds.ca.gov in the event of any loss or theft of personal, sensitive, or confidential information in any format, including but not limited to flash drives, cell phones, personal digital assistants (i.e. blackberry), tablets, computers, and laptops within 72 hours.

The notification to the Department must be reported on form DS 5340B or other online submission form as directed by the Department. DDS is mandated by law to notify other entities of disclosure of information; the timelines are extremely short for many of these reports; therefore, it is essential that DDS is notified immediately, within 72 hours, when a suspected privacy breach or security incident is discovered by the Contractor.

ARTICLE V: EVALUATION

1. Contractor Evaluation

a. The Contractor's performance under this contract will be evaluated. Accordingly, the State, through its authorized representatives, reserves the right to use evaluation methods, including observations, inspections, interviews and other assessment techniques selected by the State.

b. The State shall notify the Contractor, at least thirty (30) days in advance unless mutually agreed upon otherwise, that an evaluation will take place. It is the State's intent that the on-site portion of any evaluation shall occur during Contractor's normal working hours, unless mutually agreed otherwise, and with the least amount of disruption of day-to-day services, and should last no longer than three (3) weeks.

c. The State shall prepare a written report specifying the findings of any evaluation performed by the State under this Section. Said report shall not be limited to a description of the areas of Contractor's deficiencies but shall include a description of Contractor's strengths and outstanding achievements, if any. Except as required by law, public release of the State's final evaluation report shall not be made until the report has been reviewed by the Contractor and the Contractor has had thirty (30) days to respond. Contractor's responses will be included within the final report to be published within thirty (30) days from the receipt of said responses.

2. Information Requests

During the term of this contract, the State may require Contractor to furnish program and fiscal information, as the State deems necessary to assess Contractor’s status or performance relative to Contractor’s fiscal and/or program operations. Prior to requesting such information, the State shall confer with ARCA as to the most efficient and effective means for collecting the information.

3. State Audits of Contractor

a. The State shall audit records of Contractor to verify Contractor’s compliance with this contract. Such audits shall commence within three years following the last date of the prior audit period.

b. The State shall not commence its routine biennial audit of Contractor prior to 30 days after the State has issued and Contractor has received the final audit report for the prior audit period.

c. Contractor records pertaining to the provision of services under this contract shall be open for audit by the State for a minimum period of three years following the last date of the prior audit period.

d. The final audit report shall be issued by the State to the regional center within ninety (90) days of Contractor’s written response to the draft audit report

when Contractor’s written response to the draft audit report is in agreement with all audit findings and/or recommendations disclosed.

ARTICLE VI: CONTRACT AMENDMENT/CANCELLATION/REOPENING

1. Contract Amendments

a. Either party may reopen and enter into negotiations on any provision(s) of this contract as deemed necessary to contract or respond to 1) any legislative and/or budgeting actions taken by the Legislature; 2) executive order of the Governor; 3) declared state of emergency; 4) action taken by a court of law; or 5) the need for special language.

Contractor shall immediately notify the State in writing if, as a result of the above, it is unable to comply with any provision of this contract.

b. Pursuant to Article III, Section 2 hereof, this agreement shall be amended on or before September 1 of each year and may be amended additional times as needed in order to allocate funds made available and to move funds among regional centers as early as possible to the Contractor and the other regional centers. Allocation and funding adjustments may also be made through State issued fiscal allocation letters.

c. Should any change in the regulations promulgated by the State, State policies, or provisions of this contract result in increased costs to the Contractor, the State in consultation with the Contractor shall determine the amount of this cost and shall, consistent with state law and subject to the availability of funds appropriated to the State for developmental services, augment Contractor's budget by this amount.

2. Severability Clause

Subject to review and approval of the Department of General Services, in the event this contract is terminated or not renewed pursuant to Article I, Section 3 or Article VIII, Section 4, the State shall negotiate reasonable closing costs with the Contractor.

3. Entire Agreement

This writing, including its attachments and references, is intended both as final expression of the agreement between the parties and as a complete exclusive statement of the agreement.

ARTICLE VII: MISCELLANEOUS

1. Lease/Rental Agreements

The contractor shall include in all new leases or rental agreements for real property a clause that holds the State harmless for such leases.

2. Emergency Response System

Contractor shall implement an emergency response system that ensures that a regional center staff person will respond to a consumer, or individual acting on behalf of a consumer, within two hours of the time an emergency call is placed. This emergency response system shall be operational 24 hours per day, 365 days per year.

3. Emergency Planning, Preparedness, Response and Recovery

a. Definitions for terms, as used in this section:

   1) "Emergency" means any situation that requires immediate action in which the life or safety of individuals are threatened by events including but not limited to: floods, fires, earthquakes, power outages, chemical spills, or events for which a disaster has been declared by a unit of local, state, federal, or tribal government.

   2) "Community" means regional center individuals, their families and caregivers, service providers, regional center staff and other relevant local partners.

b. Contractor shall develop, and annually thereafter review and update, as necessary, its emergency plan to encompass planning, preparedness, response and recovery. The plan shall, at minimum, include a description of Contractor's ongoing efforts to develop and maintain relationships, educate, prepare and plan, and collaborate with County Emergency Management Offices, tribal entities, neighboring regional centers, and the community.

c. Contractor shall maintain a current list of key regional center personnel involved in emergency activities, from planning, preparedness, response, recovery, and reporting, and their contact information, and share it with the State's Emergency Preparedness and Response Office to ensure coverage and daily reporting during an emergency. To the extent possible, the State will make efforts to streamline requests during an emergency.

d. Contractor shall hire, maintain and designate one full-time Emergency Coordinator position. The Emergency Coordinator shall participate in-person or remotely in state-funded training opportunities and exercises. If every effort has been made for Emergency Coordinator to participate, but is unable, a designee shall participate. Additionally, the emergency coordinator shall participate remotely in designated monthly statewide Emergency Coordination meetings to ensure all Emergency Coordinators receive information including but not limited to: updates on Department initiatives, new updates or changes related to emergency preparedness programs.

e. Contractor shall work with the State to utilize resources made available for:

1) Training and community engagement, and

2) Distribution of emergency preparedness resources to individuals and families in the Contractor's catchment area.

f. During an emergency that impacts individuals served by the regional center, Contractor shall:

1) Provide timely and immediate notifications and updates to impacted individuals using the Everbridge Notification platform;

2) Utilizing the information available from the Everbridge Notification platform, Contractor shall identify individuals who rely on medical equipment, who are non-ambulatory, or who live with limited supports to quickly assess additional needs or support;

3) Identify facility and program closures that result in individual displacement and/or loss of services;

4) Coordinate with local, state, federal and tribal entities, the community, and other regional centers, as needed to maintain individual safety and supports;

5) Provide daily, or at a frequency requested by Contractor and approved by the State, updates to the State regarding Contractor's actions taken, the safety, well-being, and unmet needs of individuals, to the extent known to Contractor, in a format mutually agreed upon.

g. Contractor shall assist individuals after emergency events, and may utilize the service providers for assistance, which may include, but not be limited to, the following:
1) Returning home.
2) Identifying alternative sources of services, if needed.

3) Connecting to state and federal assistance programs, which may include, but not be limited to food, income supports, childcare, interpretation, and health care.

4. Collection of Parental Information

In accordance with W&I Code Section 4657, Contractor shall collect the following for each new case and each review of all clients in out-of-home placement:

a. The social security number of the parents of the client;

b. The birthday of the parents of the client;

c. The disability status of the parents of the client; and,

d. Whether the parents of the client are deceased or not.

5. Registered Sex Offenders

Effective April 1, 2005, Contractor shall, for every newly eligible consumer over 16 years of age, review Megan's Law website (www.meganslaw.ca.gov) to determine if the consumer is required to register as a sex offender pursuant to Penal Code 290. If the consumer is required to register as a sex offender, the Contractor shall appropriately note this information in the consumer's electronic record and case file.

6. Data Compilation

Both parties to this contract recognize the specific requirements under law as stated in W&I Code Section 4519.5 and 4519.6. Contractor shall provide the report specified in W&I Code Section 4519.5(f) to the State annually by May 31.

7. Shared Vendors and Case Management Responsibility

a. For the purposes of this section, "community living vendor" includes community care facilities, supported living services, independent living services, Family Home Agency and Foster Family Agency.

b. When Contractor is not the vendoring regional center but is the regional center with case management responsibility and chooses to place a consumer with another regional center's community living vendor or long-term health care facility, Contractor shall:

1) Prior to the provision of services, notify the vendoring regional center of services to be provided to Contractor's consumer by the vendor or long-term health care facility.

2) When a special incident occurs, ensure the vendor or long-term health care facility submits a special incident report to both Contractor and the vendoring regional center. [Cal. Code Regs, Title 17, Section54327(d)]

3) Upon becoming aware of a special incident, notify the vendoring regional center.

4) Work collaboratively with the vendoring regional center to follow up and investigate special incidents, as needed.

5) Work collaboratively with the vendoring regional center to enforce a Zero Tolerance Policy regarding abuse or neglect of consumers.

c. When Contractor is the vendoring regional center but is not the regional center with case management responsibility, Contractor shall notify the regional center utilizing Contractor's community living vendor or long-term health care facility upon becoming aware of the following:

1) Unusual type or frequency of special incidents that would impact the health and safety of consumers while receiving services from Contractor's community living vendor or long-term health care facility.

2) Issues that may affect the ability of Contractor's community living vendor or long-term health care facility to provide services, or to provide services in an environment that ensures the health and safety of consumers during the provision of services.

3) If a situation specified in subparagraphs (1) or (2) of this paragraph places a consumer(s) in immediate risk or danger, Contractor shall notify the regional center(s) immediately, and not later than 24 hours.

d. For all vendor types other than community living vendors and long-term health care facilities, upon becoming aware of a situation specified in subparagraphs (1) or (2) of paragraph (c) of this section, Contractor shall notify all regional centers of the following:

1) Vendor name and number(s).

2) Request to contact Contractor if a regional center is currently utilizing the vendor in question.

3) The name(s) and telephone number(s) of the individual(s) to contact for relevant information.

e. For the purposes of paragraph (d) of this section, Contractor shall notify the regional center(s) as soon as possible, but not later than two working days. If the situation places a consumer(s) in immediate risk or danger, Contractor shall notify the regional center(s) immediately, and not later than 24 hours.

f. By December 15, 2013, and ongoing as warranted by personnel changes, Contractor shall maintain and provide to the other regional centers, a primary contact person and a backup contact person and their contact information for purposes of making and receiving the notifications specified in paragraph (d) of this section.

8. Program Development Funds – Parental Fee Program

Both Parties to this contract recognize the specific requirements under law as stated in W&I Code Section 4784 and California Code of Regulations 50225.

9. Executive Director Recruitment Policy

Contractor shall notify the State within one business day of an unanticipated executive director vacancy or within one week of learning of an executive director

resignation or retirement. Contractor shall provide the State with its plan for executive director recruitment within one month of the above notification.

10. Reporting on ~~Specified Consumers~~Individuals at Risk

a. Contractor shall report to the State on an ongoing basis as regional centers are made aware and at least monthly~~,~~ information on:

1) If known, any minor or non-minor dependent who remains a resident of California and is ~~residing~~receiving residential services or residential supports out-of-state, whose services are not funded by the regional center.

2) If known, any minor at risk of out-of-state placement, whether the placement would be funded by the regional center or another agency. Examples of when a minor would be considered "at risk of out of state placement" include, but are not limited to, any of the following:

i. Parents have notified the regional center they are seeking out of state placement from the Individual Education Plan or other funding source;

ii. Parents have requested regional center residential placement, as a result of not being able to maintain safety in the home, but placement has not been identified for an extended amount of time, or the regional center has received multiple placement denials as a result of the level of acuity;

iii. Individual/Parents have declined services and supports offered to stabilize complex needs including residential placements.

iv. Individual has had frequent and repeated crises, including multiple hospitalizations and/or law enforcement involvement, and while regional center funded mobile crisis services and/or state operated Crisis Assessment Stabilization Team (CAST) services have been provided, they have not been able to stabilize the individual.

b. Contractor shall report the following information to the State within three business days of any known occurrence~~, information on any~~:

1) A minor or adult ~~residing for five days or more in an~~ who is medically cleared and ready for discharge from an acute hospital, emergency ~~room~~department or psychiatric facility~~, or any~~ and cannot return to their prior residence or a transition option has not been identified within two days of their medical clearance.

~~1)~~2) A minor, not accompanied by their parent or legal guardian, residing in a shelter (including Child Welfare Temporary Care Shelter Facilities) without a transition option for more than two days.

b.c. Information will be reported to a specified State contact in a mutually agreed upon format, to include consumerindividual name, UCI, age, legal status, and a summary of the current circumstances and resources that have been explored. Contractor shall submit required information through the Regional Center portal or other agreed upon process.

c.d. By August 31, 2020, Contractor shall identify and provide to the State, the name and contact information for any employee who will serve as a point-of-contact for this information.

d.e. Nothing in this section shall affect Contractor's compliance with W&I CodeWIC Section 4519.

10. Board of Directors Training Plan

a. Pursuant to W&I Code Section 4622(g), "the regional center shall provide necessary training and support to these board members to facilitate their understanding and participation, including issues related to linguistic and cultural competency. As part of its monitoring responsibility, the department shall review and approve the method by which training, and support are provided to board members to ensure maximum understanding and participation by board members. Each regional center shall post on its internet website information regarding the training and support provided to board members."

b. Contractor shall submit to the State by December 15 of each year, a proposed comprehensive board of directors' training plan for the next calendar year. At minimum, training topics shall include a review of board governance (e.g., board members' role and responsibilities), conflict of interest and whistleblower policies, and linguistic and cultural competency.

c. The training plan shall detail training topics, including: frequency, length of each training session and, if known, the name, affiliation, and qualifications of the individual or entity who will provide training to the board.

d. Contractor shall post on its website information regarding the training and support provided to board members pursuant to W&I Code Section 4266(g), to include the annual board of directors' training plan and schedule.

e. Contractor shall submit to the State by December 15 of each year, a report on the actual trainings provided to its board of directors in that calendar year, to include the information specified in subsections (b) and (c).

11. W&I Code Section 4731 Consumers' Rights Complaints

By April 15, 2021, and quarterly by the 15th of the month following each quarter, Contractor shall report to the State information regarding complaints pursuant to W&I Code Section 4731 for which the regional center sent the complainant a written proposed resolution in response to in the previous quarter. To ensure the State has the information needed to comply with W&I Code Section 4519.2(c), information shall be reported in a mutually agreed upon format and shall include, but not be limited to, the following:

a. Consumer UCI and initials;

b. Date complaint was received by the regional center;

c. Date the proposed resolution was sent to the consumer;

d. Subject matter of each complaint; and

e. How the complaint was resolved.

12. Medicaid Enrollment Requirements

a. Purpose

Regional centers coordinate services for consumers for which federal funding is received from the Centers for Medicare and Medicaid Services, and are therefore required to enroll as a Medicaid provider. Exhibit G sets forth the terms and conditions under which the Contractor shall enroll as a Medicaid provider.

b. Board of Directors' Recruitment and Training

1) Contractor shall provide information regarding these requirements in Contractor's board recruitment outreach and information.

2) Contractor shall include as a component in its annual training regarding board member roles and responsibilities, information about the criteria that trigger submission of a renewal packet as outlined in Exhibit G to ensure ongoing enrollment as a Medicaid provider.

13. Board Governance

By April 1 ,2022, Contractor shall ensure that either a board-approved policy or board-approved bylaws describe the following:

a. The respective roles and responsibilities of the governing board in setting policy and overall governance and the Executive Director in day-to-day operations.

b. The selection, training and monitoring of facilitators who will support board members to ensure maximum understanding and participation in carrying out their roles and responsibilities as per W&I Code section 4622(g)(1) and (2).

14. Forensic Cases

a. Starting January 15, 2022, Contractor shall ensure information is entered into its case management database regarding consumers subject to the diversion process pursuant to Penal Code Section 1001.20, et seq. Information shall be entered within 14 days of receipt of minute orders and shall include, but not be limited to, the following:

1) Date(s) and type(s) of related offense(s); and

2) Details of the consumer's diversion program and current status.

b. Contractor shall give the State a minimum of 14 calendar days' notice of any of the following:

1) Contractor's intent to recommend to the court that a consumer be admitted to the Porterville Developmental Center Secure Treatment Program pursuant to Penal Code Section 1370.1.

2) Contractor's intent to recommend to the court that a consumer currently on a Penal Code Section 1370.1 commitment at Porterville Developmental Center move to a W&I Code Section 6500 commitment.

c. Contractor shall provide Porterville Regional Project with all required individual documents as soon as possible after a recommendation has been made to the court that a consumer be admitted to Porterville Developmental Center.

15. Reporting on DDS Conservatees

a. Beginning October 1, 2022, Contractor shall report to the State, in a format prescribed by the State, by the fifth (5th) working day of each month for the prior month the following information for each individual for whom the Director of DDS is conservator and the responsibilities of conservatorship have been delegated to Contractor pursuant to Health and Safety Code sections 416 through 416.23:

1) Change in residence
2) Change in medical presentation or support needs
3) Changes in behavioral presentation or support needs
4) Changes in services, including new services requested and/or authorized
5) Emergency room or urgent care visits, including the reason and outcome of the visit
6) Rights violations

7) Any other significant events or issues not already reported to the State

b. By December 31, 2023, and biennially thereafter, Contractor shall have completed a person-centered comprehensive assessment for each individual described in paragraph (a) of this section to inform the development of the Individual Program Plan. In implementing this paragraph, Contractor and the State shall adhere to the following timelines:
   1) By October 31, 2022, Contractor and the State shall define "comprehensive assessment" for the purpose of this paragraph and the necessary trainings for staff who will complete comprehensive assessments.
   2) By November 30, 2022, Contractor and the State shall finalize the curriculum for trainings.
   3) In December 2022, trainings shall begin.
   4) From January 2023 to December 2023, Contractor shall complete all necessary comprehensive assessments.

c. Consistent with Probate Code section 2360 and the State's May 2011 program advisory, "COD 11-01, Conservators: Photograph of Conservatee," by January 31, 2023, and annually thereafter, Contractor shall submit to the State, in a format prescribed by the State, a photograph of each individual described in paragraph (a) of this section.

d. Contractor shall notify the designated representative of the State, within 24 hours of learning of a DDS conservatee death or serious incident, involving abuse, neglect or unplanned hospitalization.
   1) For reported deaths, Contractor shall submit a copy of the death certificate and mortality review to the State.

e. Contractor shall carbon copy (cc) the State on the IPP and annual progress report for each DDS conservatee.

f. Contractor shall meet with the State upon request to discuss a conservatee case.

ARTICLE VIII: PERFORMANCE

1. Contract Development

Contractor agrees to perform in accordance with the goals and objectives set forth in Exhibit C, "Performance Plan," which was developed in accordance with W&I Code Section 4629. Notwithstanding Article I, Section 9 herein the Performance Plan shall be for a period of five years as specified in Exhibit C. The Performance Plan may be modified during the term of this period by mutual written consent of Contractor and the State.

2. Annual Progress Report

By January 31 of each year, Contractor shall prepare and submit a report to the State on Contractor's progress in meeting its performance contract goals and objectives. The report shall include the goals, objectives, baseline data for each objective, and progress on each objective.

3. Incentives

By July 1 of each year, ARCA and the State shall mutually agree on incentives and flexibility as required to ensure that Contractor meets or exceeds its performance standards and to facilitate the achievement of performance objectives. Once agreed to, these incentives and flexibility shall become part of the Contract.

4. Contract Compliance

Based upon Contractor's performance, the State may take corrective action against Contractor, including placing the Contractor on probationary status. If it is found that a Contractor does not meet or is at risk of not meeting performance standards, due to the failure to meet performance objectives or requirements under the Lanterman Act or the terms of the contract, the State may take any or all of the following actions independently or in combination: the provision of technical assistance; loss of fiscal incentives; mandated consultation with designated representatives of ARCA or a management team designated by the State, or both; issuance of a letter of noncompliance; pursuit of legal or equitable remedies for enforcement of specified obligations; or contract termination or contract nonrenewal subject to W&I Code Section 4635. Nothing in this paragraph shall limit the State's authority to take any other appropriate action under the Lanterman Act or the terms of the contract at any time during the term of this contract.

ARTICLE IX: STAFFING, MONITORING AND REPORTING

1. Specialized Personnel and Monitoring

Contractor shall expend not less than the specific amounts allocated for the following provisions unless there is reduction in funding, and/or the State imposes a transfer from Operations to POS.

a. Clinical Staff

Contractor shall either hire, or contract for, clinical expertise in the areas of pharmacology, behavioral psychology, and special medical assistance in order to provide assistance in the use of special medications, to monitor complex medical cases, and to be proactive to improve access to preventive health care resources.

b. Quarterly Monitoring

Except as otherwise required in Article II, Section 11(b)(4-5) for children out of state, Contractor shall have in-person face-to-face contact with any individual living in a community out-of-home setting (licensed community care facilities, health facilities, supported living and independent living settings, and adult family homes) and any individual who is conserved by the Director of DDS or the Director of the Regional Center, at least quarterly. These contacts shall be for the purpose of monitoring the health, safety and well-being of each individual, gathering information to assess the effectiveness of services provided to meet the individual's needs and monitoring progress in meeting identified goals.

c. Specialized Expertise

1) Contractor shall have, or contract for, all of the following:

a) Criminal justice expertise to assist Contractor in providing services and support to consumers involved in the criminal justice system as a victim, defendant, inmate or parolee.

b) Special education expertise to assist Contractor in providing advocacy and support to families seeking appropriate educational services from a school district.

c) Family support expertise to assist Contractor in maximizing the effectiveness of support and services provided to families.

d) Housing expertise to assist Contractor in accessing affordable housing for consumers in independent or supported living arrangements.

e) Community integration expertise to assist consumers and families in accessing integrated services and supports and improved opportunities to participate in community life.

2) Contractor shall employ or contract for at least one consumer advocate who is a person with developmental disabilities.

3) Contractor shall hire, maintain, and designate one full-time equivalent federal program coordinator position, and shall ensure that the monies appropriated for this position will only be used for that purpose.

a) This position shall address issues pertaining to federally funded programs serving individuals with developmental disabilities as appropriate, including the HCBS Waiver.

b) In collaboration with the State, this position, when appropriate, shall seek increased FFP

4) Contractor shall hire to fulfill the following functions/positions:

a) Employment Specialist
b) Cultural Specialist
c) HCBS Waiver/New Federal Rule Program Evaluators
d) Emergency Coordinator
e) Deaf Services Specialist
f) Participant Choice Specialists in a quantity the Contractor is allocated out of the total of 63 positions funded by the State

d. Federal Programs Compliance Review

Contractor shall use funds budgeted for Federal Programs Compliance Review to establish, maintain, and implement an ongoing internal review process to ensure compliance with federal and state program requirements related to the HCBS Waiver, TCM, and the NHR programs. The internal review process shall assess Contractor's compliance with statutory/regulatory/contractual requirements in, at minimum, the following areas:

- HCBS Waiver eligibility certification/recertification
- Special incident reporting and risk management
- Consumer choice
- Provider Agreement Forms
- Notice of action
- Fair hearings
- IPPs/IFSPs
- Periodic and quarterly reviews of services and progress
- Quality assurance (quarterly reviews, corrective action plans, annual reviews of community care facilities)
- Service coordinator caseload ratios

- TCM documentation of activity and units
- NHR documentation of referrals and evaluations

Contractor shall use the results from the internal review as part of a continuous quality improvement process to enhance performance. The State shall develop and provide Contractor a self-evaluation protocol to assist Contractor in performing the internal review. The results of this internal review shall be made available to the State during the State's monitoring visits.

e. Contractor shall use funds allocated in the Budget Act of 2005 and each budget year thereafter for complying with the HCBS Waiver requirements solely for the specific purposes budgeted for the 2005-06 fiscal year and each fiscal year thereafter. The State may take any disciplinary action necessary in the event Contractor expends these allocated funds for any purpose other than for complying with these requirements.

f. Using all funds allocated to the Contractor in accordance with the Settlement Agreement for Capitol People First, et al. v. Department of Developmental Services, et al, (hereafter referenced as Settlement Agreement) as originally authorized in the Budget Act of 2009 and as authorized in subsequent Budget Acts, Contractor shall provide service coordination on behalf of residents of Developmental Centers as set forth in the Settlement Agreement Section IV.A.1. Service coordination may be provided directly by the Contractor or through documented arrangements with another regional center. The Contractor shall make diligent efforts to participate in annual IPP meetings as agreed to in Section IV.A.3.of the Settlement Agreement. Nothing in this contract provision shall be construed to expand Contractor's obligations pursuant to the Settlement Agreement beyond those expressly described in the Settlement Agreement. If any inconsistency exists between the terms of the Settlement Agreement and this contract provision, the terms of the Settlement Agreement shall prevail.

2. Caseload Ratios

a. Contractor shall maintain service coordinator-to-consumer ratios as specified in W&I Code Section 4640.6, and FY 21-22 Budget funding to maintain a 1:40 caseload ratio for consumers in Caseload Ratio Reference Number 2.6, as follows:

Caseload Ratio Reference Number	Statutory Requirement or Targeted State Funding	Population	Service Coordinator-to-Consumer Ratio
2.1	WIC §4640.6(c)(4)	Complex needs as defined in WIC §4640.6(c)(4)	1:25

2.2	WIC §4640.6(c)(2)	Moved from a DC in the last 12 months	1:45
2.43	WIC §4640.6(c)(3)(B), adjusted for CPP Operations Funding caseload	Moved from a DC since April 14, 1993, and have lived continuously in the community for greater than 24 months	1:62
2.4	WIC §4640.6(c)(3)(A)	Age 3 and younger	1:62
2.5	WIC §4640.6(c)(3)(A)	Enrolled on the HCBS Waiver	1:62
2.6	FY 21-22 Budget	Low or no purchase of service	1:40
2.7	WIC §4640.6(c)(3)(C)	All others	1:66

b. Service coordinators may have a mixed caseload consisting of consumers specified in Caseload Ratio Reference Numbers 2.1, 2.2, 2.43, 2.4, 2.5 and 2.7 if the overall average caseload is weighted proportionately to ensure that overall regional center average service coordinator-to-consumer ratios as specified in 2.1, 2.2, 2.43, 2.4, 2.5 and 2.7 are met. In no case shall a service coordinator for these consumers have an assigned caseload in excess of 84 for more than 60 days.

c. For purposes of this contract requirement, "service coordinator" means a regional center employee whose primary responsibility includes preparing, implementing, and monitoring consumers' IPPs, securing and coordinating consumer services and supports, and providing placement and monitoring activities.

d. For purposes of this contract requirement, low purchase of service for a consumer is defined as less than $2000 in the prior fiscal year. The 1:40 caseload ratio shall be maintained based on the State's allocation of positions to Contractor.

e. One or more of the requirements of this subsection shall not apply if the regional center has a waiver approved pursuant to W&I Code Section 4640.6(h).

3. Reporting

Contractor shall provide service coordinator caseload data, as of March 1, to the State annually by March 10. The data shall be submitted in a format prescribed by the State that shall meet, but not exceed, the data collection requirements imposed by W&I Code Section 4640.6(e). In FY 21-22 only, Contractor shall provide service coordinator caseload data, as of February 1, 2022, to the State by February 10, 2022. In FY 22-23, Contractor shall also provide service coordinator caseload data, as of October 1, to the State by October 10, pursuant to W&I Code Section 4640.6(g).

~~ARTICLE X~~

~~COMMUNITY PLACEMENT PLAN FOR INDIVIDUALS WITH DEVELOPMENTAL DISABILITIES AND EXPENDITURE PLAN~~

~~1. BACKGROUND~~

~~Golden Gate Regional Center, Regional Center of the East Bay, and San Andreas Regional Center (Collectively, BAHP Contractors or CPPDD Contractors) originally developed the Bay Area Housing Plan in accordance with provisions of Welfare and Institutions Code §4474.1 and §4688.5. With the exception of the property located at 14329 Mulberry Drive in Los Gatos, the 60 properties (each a Property and collectively the Properties) that were developed and comprise the BAHP are described in Attachment A. Each Property is owned by one of three limited liability companies (each a "Borrower" and collectively, the "Borrowers").~~

~~The Bank of America (Bank) returned funds from its security account to the BAHP Contractors. The funds that were returned to the BAHP Contractors from the Bank's security account are "advanced operating expenses". Contractor shall report the funds that were returned to it from the Bank's security account in the same manner as Contractor is required to report under the law other advanced operating expenses. The "advanced operating expenses" are considered and shall be accounted for strictly as advanced funds and shall not be considered or reported as a state claimable expense and shall be subject to the requirements of Article III of this Agreement. In the event of any conflict between the requirements included in Article III of this Agreement and the requirements included in Article X of this Agreement, the requirements included in Article III of this Agreement shall prevail.~~

~~CPPDD~~

~~To obtain bond financing to refinance the BAHP, the California Health and Human Services Agency (HHSA) and the Department of Developmental Services (DDS) provided assurances in letters dated December 27, 2010 to involved parties of the BAHP refinance that the HHSA and the DDS approved a refinance plan for BAHP. In the refinance plan and hereinafter, the BAHP is referred to as the Community Placement Plan for Individuals with Developmental Disabilities (CPPDD). In the refinance plan, the California Health Facilities Finance Agency (CHFFA) issued Seventy-Six Million Nine Hundred Seventy Thousand and no/100 Dollars ($76,970,000) in revenue bonds and the Office of Statewide Health Planning and Development (OSHPD) provided loan insurance for the bonds. Collectively, Golden Gate Regional Center (GGRC), Regional Center of the East Bay (RCEB) and SARC (formerly referred to as the BAHP Contractors) are hereinafter referred to as the CPPDD Contractors.~~

~~Under the CPPDD each property is encumbered by a Long-Term Residency Lease Agreement between a service provider and a Borrower, as amended by a First Amendment to Long-Term Residency Lease Agreement and a Second Amendment to Long-Term Residency Lease (collectively, the Lease). Each CPPDD residential service provider shall receive a service fee for the services provided to each individual residing in the home. The Contractor acknowledges Medicaid eligible residents will use Supplemental Security Income payments for room and board costs, and these funds will not receive federal reimbursement from the federal Home and Community-Based Services (HCBS) Waiver. The State acknowledges that the CPPDD Contractors are parties to the Lender Lease Assurance Agreement, which provides additional security for repayment of the CPPDD loans. Should Contractor become liable pursuant to the~~

~~Lender Lease Assurance Agreement, the Contractor shall immediately notify the State and in no instance shall the State seek reimbursement from the HCBS Waiver for Medicaid eligible residents for such liability.~~

~~As more specifically described in the Master Memorandum of Understanding (Master MOU) dated February 1, 2011, and entered into by parties that include the CPPDD Contractors, CHFFA, and OSHPD, the CPPDD Contractors shall maintain an aggregate amount of Five Million and no 100/Dollars ($5,000,000.00) in three separate accounts (Required Balance). The Required Balance is to provide additional liquidity and an operating reserve for the benefit of OSHPD and CHFFA. Contractor granted a security interest in the Required Balance to CHFFA and OSHPD. The funds held in the Required Balance are considered advanced operating expenses, shall be accounted for strictly as advanced funds, shall not be considered or reported as a state claimable expense, and shall be subject to the requirements included in Article III of this Agreement. In the event of a conflict between the requirements included in Article III of this Agreement and the requirements included in Article X of this Agreement, the requirements included in Article III of this Agreement shall prevail.~~

~~Notwithstanding anything in the CPPDD to the contrary: (1) any and all funding from the State used by the Contractor in the performance of the obligations under this Agreement is subject to appropriation in the annual State Budget Act by the State Legislature; (2) all contracts between the State and the Contractor are subject to termination without further State liability if funding is not appropriated for these purposes by the State Legislature; (3) the CPPDD Contractors do not act as agents of the State; and (4) the State is not a party to CPPDD and provides no assurances or commitments as to the availability of State funding during any portion of the term of this Agreement. The purpose of this paragraph is to clarify that the State has no financial liability of any nature for any party's obligations under the CPPDD.~~

~~2. CONTRACT TERMS AND CONDITIONS~~

~~The CPPDD and this Article X of the Amendment are hereby incorporated into the Contract. The Contractor agrees to fulfill all terms and conditions or otherwise discharge all duties contained in the CPPDD in accordance with Welfare and Institution Code (WIC) §4688.5. In addition to statutory and regulatory requirements and/or other contractual obligations of the CPPDD Contractors to implement the CPPDD, Contractor hereby agrees to the following terms and conditions (with the understanding that Contractor or its designee may be appointed, with the written permission of the State, to perform the following reporting activities for the benefit of the other CPPDD Contractors):~~

~~3. Contractor shall comply with all conditions expressed in WIC §4688.5. Contractor hereby confirms that a Lease Assurance Covenants, Conditions, and Restrictions and Memorandum of Agreement and Lease (the "CC&Rs") dated February 1, 2011, has been recorded against the Properties in the Contractor's catchment area expressing that:~~

~~4. Each Property is only available for occupancy by individuals eligible for regional center services.~~

~~5. No sale, encumbrance, hypothecation, assignment, refinancing, pledge, conveyance, exchange or transfer in any other form of the real property, or of any of its interest therein, shall occur without the prior written approval of DDS and the California Health and Human Services Agency.~~

B. Under certain of the CPPDD documents, DDS has express rights, such as its right under the CC&Rs, to approve any sale, encumbrance, hypothecation, assignment, refinancing, pledge, conveyance, exchange or transfer of the Properties. The provisions below are in addition to such DDS right.

Contractor agrees that the CC&Rs for each Property shall not be amended without the prior notarized written approval of the State, filed for record with the County Recorder's Office of the County where the applicable Property is situated, with a conformed copy provided to Contractor.

Contractor shall submit to the State, or cause to be submitted to the State, for review and prior written approval any material change to the following documents used for the CPPDD (CPPDD Documents), pursuant to WIC §4688.5, prior to making and/or agreeing to any material changes:

1. Master MOU dated February 1, 2011 among the Borrowers, CPPDD Contractors, CHFFA and OSHPD;

2. Memorandum of Agreement for the Bay Area Housing Plan (Master Agreement for NPO's) dated for reference purposes as of March 30, 2006 among the CPPDD Contractors and the Borrowers' predecessors in interest;

3. Each Lease between the Borrower known as Inclusive Communities East Bay, LLC (ICEB) and a service provider;

4. Lease Assurance Covenants, Conditions and Restrictions and Memorandum of Agreement and Lease dated as of February 1, 2011 among Contractor, ICEB and DDS;

5. Loan Agreement dated as of February 1, 2011 between CHFFA and ICEB;

6. Regulatory Agreement dated February 1, 2011 among the Borrowers, CPPDD Contractors, CHFFA and OSHPD;

7. Deeds of Trust with Fixture Filing and Security Agreement dated as of February 1, 2011, executed by ICEB;

8. Amended and Restated Agreement for Providing Residential Services under the BAHP dated February 1, 2011 between Contractor and each Service Provider;

9. Special Deposit Account Control Agreement (Security Interest in Deposit Account-Contingency) effective February 16, 2011, executed by Contractor in favor of OSHPD and the Bond Trustee;

10. First Amendment to Memorandum of Agreement for the Bay Area Housing Plan (NPO MOU for BAHP) dated for reference purposes as of February 1, 2011 among the CPPDD Contractors and the Borrowers; and

11. Lender Lease Assurance Agreement dated February 1, 2011 by CPPDD Contractors in favor of CHFFA and OSHPD.

C. Contractor acknowledges that the Borrowers own the Properties described in Attachment A. Contractor has entered into various agreements to secure bonds for the Properties. Contractor agrees to include in its agreement with the Borrowers the obligation of each Borrower to comply with the provisions of the CPPDD Documents.

D. Contractor agrees to implement the CPPDD as approved by the State.

E. Contractor acknowledges that the CPPDD loans included funds to cover the costs of issuance (Cost of Issuance) associated with the issuance of revenue bonds for the Properties, as described in detail in Item II of the "State of California – Health and Welfare Agency Health Facility Construction Loan Insurance Estimate of Costs and Requisition OSH-CM-134 (Rev. 04/10)" signed by Kristine McCann and J.P. Marion on February 16, 2011, and incorporated herein by reference. Contractor agrees that if funds for Cost of Issuance are returned to Contractor ("Unused Funds"), the Unused Funds will be returned to the State.

F. For the purpose of a consumer's absence from the home, the Contractor shall pay the established rate for the full month when the consumer is temporarily absent from the facility 14 days or less per month. Notwithstanding the foregoing, when the consumer's temporary absence is more than 14 days but is due to the need for inpatient care in a health facility as defined in Health and Safety Code Section 1250(a), (b), or (c) and the consumer is expected to return, Contractor shall continue to pay the established rate as long as no other consumer occupies the vacancy created by the consumer's temporary absence, for purposes such as crisis or respite services, or until the Interdisciplinary Team has determined that the consumer will not return to the facility. In all other cases of a consumer absence for more than 14 days, the established rate shall be prorated for a partial month of service by dividing the established rate by 30.44, then multiplying by the number of days the consumer resided in the facility. Notwithstanding the foregoing, even if the consumer's absence is for more than 14 days, Contractor shall in any event continue to remit payment for Rent to each Service Provider as described in paragraph 6.2 of each Amended and Restated Agreement for Providing Residential Services Under the BAHP ("Service Provider Agreement").

G. Vacancies; Respite Beds; Beds in Transition. With regard to CPPDD homes, the Contractor shall not submit a claim to the State for a vacant bed, except as provided herein. The Contractor is permitted to hold up to two (2) beds in an Adult Residential Facility for Persons with Special Health Needs (962 home) available for crisis, transition from acute or subacute care, or respite purposes and to pay the established rate for that bed. These beds must be specifically identified to DDS and may only be reassigned to a

different home, with prior approval from DDS, when a permanent placement is made into an existing bed held for the purposes noted above. Further, a Bed in Transition (defined below) shall not be considered a vacant bed, and the Contractor may claim to the State (and the State shall reimburse, to the extent the claim is valid) the established contract rate (transition costs) between the Contractor and the provider for Beds in Transition. In all other instances of a bed vacancy, the Contractor shall continue to remit payment to the provider for Rent and claim such payment to the State, as described in paragraph 6.2 of each Service Provider Agreement.

An unoccupied bed shall be considered a "Bed in Transition" when all of the following conditions are satisfied:

6. The Contractor has identified a specific consumer of Contractor's services to occupy the bed (the "Identified Consumer"); and

(2) Based on the Identified Consumer's IPP and other relevant information, the Identified Consumer qualifies for the type of care provided by the service model of the house where the bed is located; and

(3) The Identified Consumer resides in a developmental center; *provided, however*, if there are no qualified consumers of Contractor's services then residing in developmental centers, the Contractor may select another consumer of Contractor's services to fill the bed, in the following order of preference: (i) a consumer who previously resided in a developmental center; or (ii) a consumer who has not previously resided in a developmental center and now resides in a skilled nursing facility or intermediate care facility; and

(4) The Contractor is actively involved in transitioning the Identified Consumer from his or her current residence to the unoccupied bed, as evidenced in the consumer's IPP and Transition Plan.

To be eligible for transition costs, in addition to the claim for reimbursement, the Contractor must submit to DDS a monthly report of Beds in Transition, by the last day of each month, that specifically identifies Beds in Transition in CPPDD homes, the date each bed became vacant, the consumer identified for placement into each bed consistent with all of the above conditions, and the date each consumer was identified for placement into the home. A bed will not continue to be considered a Bed in Transition when all of the aforementioned conditions for a Bed in Transition are not met, as determined by the Contractor or the State.

In rare circumstances, the Director of DDS, or designee, may allow an unoccupied bed that would not otherwise qualify as a Bed in Transition to be eligible for transition costs on a case by case basis. Further, the Contractor may, with prior approval from the Director of DDS, or designee, which shall not be unreasonably withheld, submit a claim for transition costs when placement is delayed due to events beyond the Contractor's control, including, but not limited to, the need to complete required medical procedures for the consumer.

The Contractor shall attempt to either amend all of its Service Provider Agreements, or enter into new Service Provider Agreements, to make them consistent with the terms and conditions of this Section II.G as soon as practicable, but in any event not later than March

1, 2012. To the extent Contractor is unable to enter into such amendments or new agreements by March 1, 2012, the Department shall at such time cease funding for vacant beds under the provisions of the Service Provider Agreements governing payments for bed vacancies, and instead shall fund for vacant beds and Beds in Transition under the terms of this Article X; the Contractor shall thereafter reimburse its service providers in accordance with the terms of this Article X, based on the funding contingency provisions of each Service Provider Agreement.

H. Contractor represents that all of the Predevelopment Funds have been expended for CPPDD purposes.

7. In accordance with the notice provision in this agreement, Contractor shall provide written notification to the State within 48 hours (excluding holidays and weekends) of discovery or notification of anticipated and/or non-payment of a lease payment associated with any Property. Further, Contractor shall include in agreements with the Borrowers the obligation of the Borrowers to promptly notify both the CPPDD Contractors and the State if any tenant fails to remit any rent payment under its Lease.

J. All notices specified in this agreement and as required in all CPPDD Documents, including documents related to the CPPDD, shall be provided in writing to the Deputy Director, Community Services and Supports Division at the address provided in Section K. below.

K. Contractor shall submit copies of any and all of its reports required by CHFFA, OSHPD, and/or Trustee, as defined in the Indenture for CPPDD, to the State simultaneously with their submission to the entity. The reports shall be mailed to:

Deputy Director
Community Services and Supports Division
Department of Developmental Services
1215 O Street
Sacramento, CA 95814

3. QUARTERLY FISCAL REPORTS

Contractor shall submit a CPPDD Quarterly Fiscal Report to DDS in the format provided in Attachment B.

A. Quarterly Fiscal Reports will be mailed to Deputy Director, Community Services and Supports Division, beginning January 15, 2012, that reflect the Total Service Fee payments made by Contractor since the bonds were issued to finance the CPPDD to December 31, 2011 and shall include, but not be limited to, the following:

1. Regional Center
2. CPPDD Property Number
3. Home Type
4. Home Capacity
5. Property Address (including the city, state, and zip code)
6. Tax Status (tax-exempt or taxable)
7. Tax Exemption Certification Date

~~B. For purposes of completing Attachment B, the "Total Service Fee" means the monthly amount Contractor remits for provision of residential or adult family home agency services.~~

~~C. After January 15, 2012, Quarterly Fiscal Reports shall be submitted to DDS no later than 15 days after the last calendar day of the fiscal quarter month. For example, the next Quarterly Fiscal Report submitted after January 15, 2012, must be submitted no later than April 15, 2012.~~

HOME AND COMMUNITY-BASED SERVICES WAIVER
REGIONAL CENTER FISCAL AGENT RESPONSIBILITIES

1. BACKGROUND

The Department of Health Care Services (hereinafter referred to as DHCS) is the single California agency responsible for administering the California Medical Assistance Program (hereinafter referred to as Medi-Cal), for which federal grants in aid are received pursuant to Title XIX of the federal Social Security Act (hereinafter referred to as Medicaid).

The Department of Developmental Services (hereinafter referred to as Department) is responsible for providing services to persons with developmental disabilities under the Lanterman Developmental Disabilities Services Act, California Welfare and Institutions Code, Section 4500 et seq.

Section 1915(c) of the federal Social Security Act provides for home and community-based services as a benefit of the Medicaid program, subject to approval by the Department of Health and Human Services (hereinafter referred to as DHHS) thereby enabling Title XIX coverage of home and community based services for persons with developmental disabilities.

The Department has entered into a contract with DHCS under which the Department shall act as the fiscal agent for Medi-Cal payments and related systems for administering home and community-based services for persons with developmental disabilities.

Contractor is one of 21 private non-profit, locally based agencies under contract with the Department to obtain services for persons with developmental disabilities including home and community-based services.

2. CONTRACT PRACTICES

For the purposes of this contract, the Department and Contractor agree to conform to the requirements of 45 CFR Appendix II to Part 75 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards and to the requirements of the DHHS approved Home and Community-Based Services Waiver (Medicaid Waiver) Program.

3. SUBCONTRACTS

Contractor agrees that contracts, other than small purchases contracts, shall contain provisions or conditions which allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

4. POPULATION COVERED BY THIS CONTRACT

The population covered by this exhibit are those Medi-Cal eligible persons who qualify for participation in the Medicaid Waiver Program and/or who would be eligible for Medi-Cal due to eligibility for the Medicaid Waiver Program and those who are enrolled in the Medicaid Waiver Program.

5. PROCEDURES FOR ENROLLMENT AND RE-ENROLLMENT

Contractor shall adhere to the enrollment and re-enrollment assurances and procedures as specified in the Medicaid Waiver Program. All participants shall meet the appropriate level of care criteria, shall sign the federally required "Consumer choice of services/living arrangement statement" (form DS 2200); shall have a choice among qualified providers; shall be notified of their right to a fair hearing if choice is denied; services are reduced and Medicaid Waiver Program eligibility is terminated unless the consumer voluntarily disenrolls from the Medicaid Waiver Program; and, shall have a written plan of care which addresses the health, safety, and well-being of the individual participant in a community setting.

Contractor shall maximize federal financial participation by identifying and enrolling all eligible persons, unless the operations (OPS) costs of enrollment exceed the reimbursement to the State of California as determined by a formula which is mutually agreed to by the State and the ARCA. Any child who would become eligible for Medi-Cal benefits through institutional deeming shall be enrolled. Contractor shall redetermine the eligibility of persons enrolled in the Title XIX Home and Community-Based Services Waiver Program (Medicaid Waiver) annually. In consideration for such enrollment and redetermination, the Department shall, in addition to all other allocations, allocate in Contractor's preliminary operations budget their proportionate share of the full amount budgeted for this purpose. The Department and Contractor shall mutually agree to the amount of federal reimbursement that shall be used for the contract budget summary.

Contractor shall implement the mutually agreed to procedures for the administration of the Medicaid Waiver Program. Modifications to the existing procedures shall be mutually agreed to by the Department and ARCA and approved by DHCS.

6. SERVICES TO BE PROVIDED

The written plan of care prepared for each Medicaid Waiver participant shall prescribe the amount, duration and scope of services necessary to safely maintain the participant in the community rather than an institution. The written plan of care shall be in accordance with the requirements set forth in the DHHS approved home and community-based services waiver and tailored to meet the specific needs of each individual participant to ensure the person's health and well-being.

7. THIRD PARTY LIABILITY RESPONSIBILITIES

In compliance with 42 CFR Chapter IV, Part 433, Subpart D-Third Party Liability, Contractor shall perform the activities required by the Department.

8. HOME AND COMMUNITY-BASED SERVICES WAIVER APPROVAL TERMINATION

This exhibit shall continue so long as CMS approves the Medicaid Waiver Program or until the agreement between DHCS and the Department upon which this exhibit is based is terminated.

9. PAYMENT TO PROVIDERS

The Contractor and the Department agree that payment to providers of home and community-based waiver services shall be made in accordance with 42 CFR Chapter IV, Part 447.

10. NONCOMPETITIVE NEGOTIATION JUSTIFICATION

The Contractor and the Department agree that this exhibit is consistent with CFR Subtitle A, Subchapter A - General Administration, Part 75 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, Subpart D - Post Federal Award Requirements, Procurement Standards, Section75.328 - Competition for the following reasons:

a. The California Legislature has found that, "the service provided to individuals and their families by regional centers is of such a special and unique nature that it cannot be satisfactorily provided by state agencies" (W&I Code Section 4620).

b. The Legislature has mandated that the Department contract only with private non-profit community agencies which meet the criteria of W&I Code Section 4620 et seq. for the purpose of operating regional centers.

c. The Legislature requires that contracts between the Department and regional centers specify the service areas to be served thereby resulting in one regional center per service area (W&I Code, Section 4640).

EARLY START STATEMENT OF ASSURANCES

July 1, 2014

1. PURPOSE

This exhibit sets forth the terms and conditions under which the Contractor shall administer the Early Start Program activities.

2. EARLY START REPORT

Contractor agrees to prepare and submit Early Start Reports for all children under age three in accordance with reporting instructions distributed by the State.

3. USE OF PART C FUNDS

Funds received under Part C will only be used in support of the Early Start Program.

4. ACCOUNTING PROCEDURES

Part C funds will not be commingled with regional center general funds, and fiscal control and fund accounting procedures will be followed as may be necessary to assure proper disbursement of, and accounting for the Part C funds.

5. FEDERAL SINGLE AUDIT ACT

Contractor agrees to comply with the federal Single Audit Act requirements.

6. EARLY START PROGRAM COMPLIANCE

Contractor agrees the Early Start Program is in compliance with the provisions of Part C of the Individuals with Disabilities Education Act (20 USC Section 1431 et. seq.) its implementing regulations (34 CFR Part 303), the Education Department General Regulations (EDGAR) as specified in 34 CFR Section 303.5, and the California Government Code, Title 14, Section 95000 et. seq. and Title 17 California Code of Regulations, Section 52000 et. seq. Contractor agrees to provide appropriate early intervention services, as defined under 34 CFR 303.13 and delineated on the individualized family service plan in accordance with 17 CCR 52108 (a)(1) to eligible children and families at no cost.

7. PAYROLL RECORDS

Contractor agrees to maintain payroll records which identify personnel employed in the Early Start Program and make the records available for review by the States' monitoring staff pursuant to 34 CFR Section 303.501.

CFDA Title: Infant and Toddlers with Disabilities

CFDA Number: 84.181A

Award Name: Annual State Application Under Part C of the Individuals with Disabilities Education Act as Amended in 2004, Federal Fiscal Year 2006

Federal Agency Name: Office of Special Education Programs, United States Department of Education

Community Placement Plan and Community Resource Development Plan Statement of Assurances

1. Community Placement Plan and Community Resource Development Plan

Contractor shall develop and submit an approved Community Placement Plan and Community Resource Development Plan in accordance with W&I Code Sections 4418.25, and 4418.3; and consistent with W&I Code Sections 4418.7, 4519 and 4648. Contractor's Community Placement Plan and Community Resource Development Plan shall, where appropriate, include budget requests for regional center operations, consumer assessments, resource development, deflections and ongoing placement costs.

2. Dedicated Funding

a. Contractor shall use funds allocated for the regional center's approved Community Placement Plan and Community Resource Development Plan only for the purposes allocated and in compliance with the State's Community Placement Plan and Community Resource Development Plan and Housing Guidelines. Funds will be allocated through the following categories: Operations, Purchase of Service Placement, Purchase of Service Deflection, Purchase of Service Assessment, and Purchase of Service Start Up. The State shall reduce the contract in the amount of any unspent funds allocated for the Community Placement Plan and Community Resource Development Plan that are not used for that purpose~~.~~ through a contract amendment or a State issued fiscal allocation letter. Any unspent funds shall revert to the General Fund State or be transferred to another regional center for Community Placement Plan and Community Resource Development Plan activities. All changes to the approved ~~CPP~~ Community Placement Plan and Community Resource Development Plan allocation must be approved in writing by the Department.

b. Within 30 days of the enactment of the budget, the State shall notify Contractor of any changes to Contractor's approved Community Placement Plan and Community Resource Development Plan.

3. Reports

Contractor agrees to report, as required by the State, on the status and outcomes of their plans at a minimum of quarterly.

4. Accounting Procedures

Contractor shall submit a detailed quarterly claim; this claim form shall be mutually agreed to by ARCA and the State.

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) Business Associate Agreement

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 and 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, Section 13400 et seq., Feb. 17, 2009) ("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 than a standard, requirement, or implementation specification adopted under HIPAA Regulations. 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 to the extent that it exceeds the requirements of HIPAA, HIPAA Regulations, and the HITECH Act. Under its authority and pursuant to Governor Gavin Newsom's Generative Artificial Intelligence (GenAI) Executive Order N- 12-23, the California Department of Technology has issued policies requiring Contractor to notify DDS in writing if their services or any work under the contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors, as required under Article IV: Contractor Operations, of the contract.

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 of and secure the 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. ***Artificial Intelligence –*** "Artificial Intelligence" or "AI" shall have the same meaning as defined in Article I, section 4, of the operative Contract.

C. ***Breach or Breaches*** – "Breach" or "Breaches" has the same meaning as 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.

D. ***Business Associate*** – "Business Associate" has the same meaning as the term "business associate" defined in 45 CFR § 160.103, which means an entity or person who, on behalf of a covered entity, 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.

E. ***Covered Entity*** – "Covered Entity" has the same meaning as 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.

F. ***Designated record set –*** "Designated record set" has the same meaning as 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.

G. ***Disclosure –*** "Disclosure" has the same meaning as 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.

H. ***Discovery –*** "Discovery" has the same meaning as "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.

I. ***Electronic PHI –*** "Electronic PHI" is protected health information in an electronic form.

J. ***Encryption –*** "Encryption" has the same meaning as 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.

K. ***Generative AI –*** "Generative AI" or "GenAI" shall have the same meaning as defined in

Article I, section 4, of the operative Contract.

L. ***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.

M. ***Health care operations –*** "Health care operations" has the same meaning as the term "health care operations" defined in 45 CFR § 164.501. Under Section 164.501, health care operations include, but are not limited to, conducting quality assessment and improvement activities, including 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, 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.

N. ***Individual or Individuals –*** "Individual" or "Individuals" has the same meaning as the term "individual" defined in 45 CFR § 160.103, which is the person who is the subject of PHI.

O. ***Lanterman Act –*** The "Lanterman Act" means the Lanterman Developmental Disabilities Services Act codified in California Welfare and Institutions Code Sections 4500, *et seq.*

P. ***Limited Data Set*** – "Limited Data Set" has the same meaning as the term "limited data set" defined in 45 CFR § 164.514(e)(2). Under Section 164.514(e)(2), a limited data set is PHI which 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.

Q. ***Minimum necessary –*** "Minimum necessary" means the "minimum necessary" standard set forth in 45 CFR § 164.502(b), 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.

R. ***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.

S. ***PHI or protected health information –*** "PHI" or "protected health information" has the same meaning as the term "individually identifiable health information" as defined in 45 CFR § 160.103. Under Section 160.103, individually identifiable health information is information that is a subset of health information, including demographic information collected from an individual, and is created or received by a covered entity or business

associate and relates to the past, present, or future physical or mental health of an individual; the provision of health care to 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.

T. ***Required by law –*** "Required by law" has the same meaning as 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.

U. ***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).

V. ***Secretary –*** "Secretary" means the Secretary of the United States Department of Health and Human Services.

W. ***Security Incident –*** "Security Incident" has the same meaning as 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.

X. ***Subcontractor or Agent –*** "Subcontractor" or "Agent" has the same meaning as the term "subcontractor" defined in 45 CFR § 160.103, 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.

Y. ***Unsecured PHI*** – "Unsecured PHI" has the same meaning as "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.

Z. ***Use or usage – "***Use" or "usage" has the same meaning as 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 to an individual's PHI in a designated record set to DDS, or to the individual to whom the PHI in the designated record set pertains, upon request, and in the time and manner designated by either DDS, or the individual to whom the PHI in a designated record set pertains, 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), 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 said request to DDS within five
(5) business days of receipt. Contractor shall ensure the amendment/s that are accepted are incorporated into the PHI in accordance with 45 CFR § 164.526.

G. ***Accounting***.

1) Except as provided in this subsection, Contractor shall document and track disclosures of PHI that it makes 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) In accordance with 45 CFR § 164.528(a)(1), Contractor is not required to document and track the following disclosures of PHI that it makes::

a. Disclosures made for treatment, payment and healthcare operations as provided in 45 CFR § 164.506;

b. Disclosures made to the individual about themselves as provided in 45 CFR § 164.502;
c. Disclosures incident to a use otherwise permitted or required, as provided 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 other notification 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 in accordance with 45 CFR § 164.514(e).

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, including electronic 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, including 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. Prior to releasing health information to the public, Contractor shall de-identify PHI in accordance with the HIPAA, 45 C.F.R. 164.514 (b). In addition, Contractor shall utilize (at a minimum) the standards within the Department of Developmental Services' Data De-Identification Guidelines (DDG), version 1, January 23, 2023, or any amended DDG published thereafter.

d. 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.

e. ***Privacy Officer.*** Contractor shall designate a Privacy Officer/Coordinator 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 or annually per DDS Technical Bulletin 479.

6. *Security*

A. Contractor shall ensure the security of all computerized data systems containing PHI in compliance with HIPAA, HIPAA Regulations, the HITECH Act, and in accordance with 45 CFR § 164.502(e), and the standards provided by National Institute of Standards and Technology (NIST). 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 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.) or through utilization of cloud services (including but not limited to Software as a Services, Infrastructure as a Service, Platform as a Service, or other cloud computing service), except in the limited circumstances where an individual, or individual's authorized representative, provides a written request to have

the individual's PHI sent to themselves or a third party, by unencrypted e-mail or in another unsecure manner, which the individual has a right to request;

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 7 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 or annually per DDS Technical Bulletin 479.

7. *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, 164.314(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.

8. *Records available to the State and Secretary and Compliance Reviews*

A. In accordance with 45 CFR § 164.504(e)(2)(ii), 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 investigation and compliance reviews conducted by the Secretary. Contractor must provide the Secretary with access to PHI during Contractor's normal business hours; however, upon exigent circumstances, access at any time must be granted. Upon the Secretary's compliance review or investigation, if PHI is unavailable to Contractor and in possession of a subcontractor or agent, Contractor must certify the efforts it has made to obtain the information from the subcontractor or agent and provide those certified efforts to the Secretary.

9. *Breach Procedure*

A. ***Discovery of Breach***. Contractor shall notify DDS ***immediately, but no later than 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: Immediately, but no later than 72 hours, upon discovery of 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 (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
4) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or electronic PHI;
5) A description of what happened, including the date of the breach and date of discovery of the breach, and where the PHI is believed to have been improperly used, accessed, and/or disclosed;
6) A description of the steps that an individual may take to protect him/her from the potential harm resulting 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. ***Status Updates***. Contractor shall provide regular updates (no less than once every seven calendar days) to the DDS Privacy Officer and the DDS Information Security Officer regarding the status of the investigation, mitigation efforts, and any material developments, if any, until the incident is resolved.

C. ***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.

D. ***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 days. The DDS Privacy Officer and the DDS Information Security Officer shall be notified of the time, manner and content of any

such notifications. Contractor, or Contractor's subcontractor or agent, shall pay any costs of such notifications, as well as any costs associated with the breach.

E. ***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.

F. ***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, with DDS' oversight and input, shall 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. In addition, Contractor, with DDS's input and oversight, shall notify the California Department of Justice, Office of the Attorney General, as required under Civil Code §1798.82.

G. ***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) 654-3657	Information Security Officer iso@dds.ca.gov (916) 654-1704
Privacy Coordinator datarequests@dds.ca.gov (916) 653-0779	

10. *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 **comply with the termination procedure set forth under the Lanterman Act.**

1) DDS may take reasonable steps to provide an opportunity for Contractor to end the violation. If efforts to resolve the problem informally are unsuccessful, DDS shall have the option to issue a letter of noncompliance and establish a Corrective Action Plan ("CAP") under Welfare and Institutions Code section 4635; and if Contractor is not in

compliance with the CAP, DDS shall move to terminate this Agreement under Welfare and Institutions Code section 4635.

2) If cure is not possible and Contractor has committed a material breach, DDS shall comply with termination provisions set forth in the Lanterman Act to terminate this Agreement and report the violation to the HHS Secretary if such cure is not possible.

C. ***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. 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 reasonably infeasible. 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.

11. *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.

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, information security controls, 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 in writing to the DDS Information Security Officer at iso@dds.ca.gov. 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, at iso@dds.ca.gov, 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: https://www.hhs.gov/hipaa/index.html

References, Continued:

United States Department of Health and Human Services – Security Rule Guidance Material
Security Rule Guidance Material | HHS.gov

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, INC. dba REGIONAL CENTER OF THE EAST BAY

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 and 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, 13400 et seq., Feb. 17, 2009), 45 CFR Parts 160 and 164, Sections 56 and following and 1798.24 through 1798.24b of the California Civil Code; California Welfare and Institutions Code sections 4514, 5328, and 15633 and following; 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, have been informed that intentional unauthorized use, dissemination or distribution of PHI and/or electronic 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 it will require its agents, including subcontractors, to agree to 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.

_____ Date:

Signature of Contractor's Authorized Representative

_____

Name/Title (Print)

MEDICAID ENROLLMENT REQUIREMENTS

1. PURPOSE

Regional centers coordinate services for consumers for which federal funding is received from the Centers for Medicare and Medicaid Services, and are therefore required to enroll as a Medicaid provider in a manner mutually agreed upon with the State. This exhibit sets forth the terms and conditions under which the Contractor shall enroll as a Medicaid provider.

2. CONTRACT PRACTICES

For the purposes of this Agreement, Contractor agrees to comply with all Medicaid provider enrollment requirements in accordance with Title 42 Code of Federal Regulations (CFR) Sections 455.104 (a), (b)(1)(2)(3)(4), (c), (d), (e); 455.105, (a), (b), (c); 455.106 (a), (b), (c); 455.410; 431.107 (b)(3); 424.302 (d); 424.304 (a)(1); and 424.535 (d)(1).

3. PROCEDURES FOR ENROLLMENT AND RE-ENROLLMENT

Contractor shall adhere to the following enrollment and re-enrollment assurances and procedures:

a. Disclosure information required for all members of the Contractor's Board of Directors as well as the Regional Center Executive Director:

1) The name, address, date of birth, and social security number of the board member or Executive Director/Interim Executive Director identified above.

2) If the board member or Executive Director/Interim Executive Director is related to any of the other individuals above (as a spouse, sibling, parent or child).

3) The name of any other enrolled Medicaid provider in which the individual has an ownership or control interest.

4) The name of any "Excluded Individuals", defined as those that have been placed on either the U.S. Department of Health and Human Services Office of Inspectors' General (OIG) List of Excluded Individuals/Entities or the Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible Provider List of persons, or individuals and entities that have been convicted of a criminal offense related to involvement in any program under Medicare, Medicaid or the Title XX services program, or meet the criteria included in Title 17, Section 54311(a)(6).

b. The disclosure information identified in paragraph a. 1) through 4) must be submitted to the State:

1) Upon execution of this contract.

2) Within 35 days of the individuals identified in paragraph a. becoming a member of the Board of Directors or becoming the Regional Center Executive Director/Interim Executive Director.

3) Upon request of the State during revalidation of enrollment requirements every five years or sooner when any of the following circumstances apply:

a) A new Taxpayer Identification (ID) Number is issued by the IRS.
b) There is a cumulative change of 50 percent or more in the person(s) with an ownership or control interest (executive directors or board members) since the information provided in the last complete application package that was approved for enrollment.
c) The two examples above are the most likely circumstances for a regional center to complete a new application, an exhaustive list can be found at Title 22 CCR Section 51000.30.

c. Individuals that either fail to disclose the required information or meet the “Excluded Individuals” criteria shall be prohibited from serving in the roles identified in paragraph b.

GENERAL TERMS AND CONDITIONS

1. VALIDITY: Contractor is aware of the provisions of Public Contract Code, Sections 10295 and 10335, and acknowledges that this contract is void unless approved by the Department of General Services.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, federal auditor, any other State agency, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon written demand.

8. INDEPENDENT CONTRACTOR*:* Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractor*s* shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provision*s* of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

   Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

10. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in Exhibit I are made a part of this Agreement and attached hereto.

11. TIMELINESS: Time is of the essence in this Agreement.

12. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

13. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

14. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

    a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

15. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. EXECUTIVE ORDER N-6-22 – RUSSIAN SANCTIONS—AGREEMENT
    On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

CONTRACTOR CERTIFICATION CLAUSES

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in County of

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about

      1) the dangers of drug abuse in the workplace

      2) the person's or organization's policy of maintaining a drug-free workplace

      3) any available counseling, rehabilitation and employee assistance programs; and

      4) penalties that may be imposed upon employees for drug abuse violations

   c. Every employee who works on the proposed Agreement will

      1) receive a copy of the company's drug-free workplace policy statement; and

      2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the two years period immediately preceding execution of the contract because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

5. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

6. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

   Current State Employees (Pub. Contract Code §10410):

   1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

   2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION AND INSURANCE: Contractor shall maintain insurance coverage for the entire period of this contract that will protect the financial assets provided to Contractor from the State to fulfill the terms and obligations of this contract. Insurance coverage shall include, but not be limited to: workers' compensation insurance; non-owned automobile insurance including personal injury and property damage; property insurance including personal injury, supplies, equipment and other property furnished by or acquired under or allocatable to this contract; employment practices liability insurance to cover discrimination complaints and other similar employment claims; and, Directors', Trustees' and Officers' liability insurance. Contractor shall maintain Fidelity Bonding.

   Contractor shall immediately notify the State, in writing, when Contractor is unable to obtain any of the required insurance coverage or any of the required policies are cancelled. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

2026-27 Through C-3 Contract Budget Summary
C-3 Language Only, no changes to the C-2 Fiscal Allocation Letter (FAL) Authority
Exhibit A, Claiming Categories by Program (Ops, POS, EIP, FRS)

Contracting Agency: Regional Center of the East Bay, Inc.

Contract Number: HD249015

TOTAL OPERATIONS (Ops) which include the line items listed below:	**$**	**98,521,142.00**
Less Separately Claimed Items:	*$*	*(2,406,988.00)*
Total Ops Regular Monthly Claim Authority:	**$**	**96,114,154.00**
Language Access and Cultural Competency, General Fund, for display purposes only, included in GF Ops authority for Monthly Claim, shown above	*$*	*1,246,213*
In accordance with State Contract language under Article III: Fiscal Provisions Item #4 Payment Provisions, paragraph 3, the following Operation category expenditures must be claimed on a separate invoice:		
Behavorial Health Services Fund (formerly Mental Health Services Fund)	**$**	**-**
Total Foster Grandparent Sr Companion Program a/b	**$**	**-**
FGP & Sr. Companion, Total General State Funds a/	***$***	**-**
FGP, General State Fund, Support	*$*	-
FGP, General State Fund, Volunteer	*$*	-
Sr Companion, State Funds, Support	*$*	-
Sr Companion, State Funds, Volunteer	*$*	-
FGP, Total Federal b/	***$***	**-**
FGP, Federal Support	*$*	-
FGP, Federal Volunteer	*$*	-
FGP, Federal Stipend	*$*	-
Service Access & Equity (SAE) Grant Disparities	**$**	**-**
Total Regular Community Placement Plan (CPP) and Community Resource Development Plan (CRDP) Ops	**$**	**1,479,376.00**
Developmental Center Closure/Ongoing Workload	**$**	**927,612.00**

TOTAL PURCHASE OF SERVICES (POS) which include the line items listed below:	**$**	**1,256,704,645.00**
Less Separately Claimed Items	*$*	*(2,440,359.00)*
Total POS Regular Monthly Claim Authority	**$**	**1,254,264,286.00**
In accordance with State Contract language under Article III: Fiscal Provisions Item #4 Payment Provisions, paragraph 3, the following Purchase of Service category expenditures must be claimed on a separate invoice:		
Part C, POS c/	**$**	**1,868,463.00**
HCBSW Compliance	**$**	**-**
Total Community Placement Plan (CPP) and Community Resource Development Plan (CRDP) POS	$	571,896.00
Start-Up	*$*	-
Assessment	*$*	*10,000.00*
Placement	*$*	*561,896.00*

Early Intervention Program (EIP, Other Agency)		
Early Intervention Program, Family Resource Center	**$**	**-**

Family Resource Services (FRS)	**$**	**-**

TOTAL BUDGET	**$**	**1,355,225,787.00**

PETE CERVINKA
DIRECTOR

State of California—Health and Human Services Agency
Department of Developmental Services
1215 O Street, Sacramento, CA 95814
www.dds.ca.gov

GAVIN NEWSOM
GOVERNOR

September 10, 2026

TO: REGIONAL CENTER EXECUTIVE DIRECTORS
REGIONAL CENTER ADMINISTRATORS

SUBJECT: FISCAL ALLOCATION LETTER FISCAL YEAR 2026-27 #C-2FAL

In order to carry out the Department's responsibilities under Welfare & Institutions Code (WIC) 4620, the Department is issuing and/or adjusting funding allocations to regional centers in accordance with Public Contract Code (PCC) 10295(c)(8) and WIC 4621.6.

Funding adjustments to the regional center allocations and revised allocation amounts as of the date of this fiscal allocation letter are reflected in the table below:

Regional Center	Contract Number	Current Expenditure Authority	Adjustment	Revised Authority
Alta California	HD249001C	$1,089,122,670	$167,992,297	$1,257,114,967
Central Valley	HD249002C	$828,114,729	$133,372,894	$961,487,623
East Bay	HD249015C	$1,199,125,874	$156,099,913	$1,355,225,787
East Los Angeles,	HD249004C	$530,771,117	$68,345,206	$599,116,323
Far Northern	HD249005C	$359,704,451	$50,165,052	$409,869,503
Los Angeles Co.	HD249010C	$552,180,929	$79,774,014	$631,954,943
Golden Gate	HD249006C	$698,196,306	$84,585,436	$782,781,742
Harbor	HD249007C	$559,817,810	$108,728,460	$668,546,270
Inland Counties	HD249008C	$1,435,676,650	$256,224,245	$1,691,900,895
Kern	HD249009C	$428,790,407	$55,855,793	$484,646,200
North Bay	HD249011C	$628,916,345	$22,507,667	$651,424,012
North Los Angeles County	HD249012C	$1,277,788,276	$228,083,639	$1,505,871,915
Orange County	HD249014C	$925,598,069	$209,792,608	$1,135,390,677
Redwood Coast	HD249013C	$236,921,208	$44,820,792	$281,742,000
San Andreas	HD249016C	$1,039,666,853	$81,767,796	$1,121,434,649
San Diego-Imperial Counties	HD249017C	$1,100,565,373	$198,769,242	$1,299,334,615

San Gabriel/ Pomona Valley	HD249018C	$598,924,480	$89,786,338	$688,710,818
South Central	HD249019C	$776,850,884	$142,595,484	$919,446,368
Tri-Counties	HD249020C	$645,722,300	$121,913,272	$767,635,572
Valley Mountain	HD249021C	$633,847,714	$123,863,780	$757,711,494
Coastal/Westside	HD249003C	$632,003,830	$180,616,743	$812,620,573
Total		**$16,178,306,275**	**$2,605,660,671**	**$18,783,966,946**

Any questions regarding this Fiscal Allocation Letter should be directed to:
Jacob Thomas
- Phone: 916-654-3452
- Email : Jacob.Thomas@dds.ca.gov

Sincerely,

Steven Pavlov

September 16, 2026

STEVEN PAVLOV
Chief Financial Officer

Enclosures

cc: Regional Center Controllers
Regional Center Directors of Consumer Services
Regional Center Directors of Community Services
Amy Westling, Association of Regional Center Agencies
Vivian Umenei, Association of Regional Center Agencies
Pete Cervinka, Department of Developmental Services
Michi Gates, Department of Developmental Services
Carla Castaneda, Department of Developmental Services
Aaron Christian, Department of Developmental Services
Yang Lee, Department of Developmental Services

EXHIBIT III Explanation of Items in Allocation

Regional Center: Regional Center of the East Bay, Inc.

EXHIBIT III

FY 2026-27 Regional Center		**Operations**	**Purchase Of Services**	**Early Intervention Program**	**Family Resource Services**
Previous Amendment (C-1):		**$82,554,436**	**$1,116,571,438**	**0**	**0**
This Amendment (C-2):					
Operations Allocation (Ops):					
New Staffing Model		87,255,000			
Rent		6,766,528			
Ops Policy Items allocated in the Preliminary Allocation:	*2,034,686*				
Enhanced Caseload Ratio 1:45 for DC Movers 12 to 24 Months		3,899			
Family Home Agency Oversight		106,286			
Psychological Evaluations for BHT FFS Consumers		42,069			
Self-Determination Program		86,571			
Certified START Training Network Fee		62,500			
Public Records Act (AB 1147)		437,905			
HCBS Federal Access Rule		53,142			
Language Access and Cultural Competency (Allocated in C-1)		1,246,213			
Projects					
ITD Software Warranty + Sandis		54,041			
Operations CPP and Ongoing Workload Items:		2,406,988			
Regular CPP		*1,479,376*			
DC Closure / Ongoing Workload (Non-CPP)		*927,612*			
Purchase of Services Allocation (POS):					
Base Allocation			1,254,264,286		
Part C			1,868,463		
Purchase of Services CPP/CRDP Items:			571,896		
Assessment			*10,000*		
Placement			*561,896*		
Less Previous Contract		(82,554,436)	(1,116,571,438)		
	Total C-2 Amendment	**15,966,706**	**140,133,207**	**$0**	**$0**
	Total C-2 Contract	98,521,142	1,256,704,645	$0	$0
	Grand Total Contract	**1,355,225,787**			

Regional Center of the East Bay — Membership Development Committee

Slate of Officers to be presented to Board

During the Nov 23rd, 2026 Board Meeting

Form B-1: Slate of Officers prepared by Membership Development Committee

Office	Nominee	Consent received (date)	Eligibility confirmed
President	Sadia Mumtaz	10/28/26	Yes
Vice President	Rajesh Voddiraju	10/28/26	Yes
Secretary	Dinah Shapiro	10/28/26	Yes
Treasurer	David Glasser	10/28/26	Yes
ARCA Delegate	Sadia Mumtaz	10/28/26	Yes

Approved by the Membership Development Committee on 10/28/2026 (date).

Vote: 3 in favor, 0 opposed, 1 abstaining.

MDC Chair: Sadia Mumtaz